

O.A.Nos.1090 to 1092 of 2019

in

C.S.No.687 of 2019

M.S.RAMESH,J.

Heard Mr.G.Harihara Arun, learned counsel for the plaintiff as well as Mr.M.V.Swaroop, learned counsel for the defendant.

2. The main relief in the suit revolves around the agreements dated 14.12.1995 and 27.04.1996 executed by the plaintiff. Though the documents are termed to be agreements, effectively, they are in the nature of documents of declarations by the plaintiff that the producer, namely, the defendant herein, will have the right to record and sell a list of 5 devotional and 37 English nursery rhymes respectively.

3. The defendant's right is derived on the basis of these two agreements, which is not disputed. As rightly pointed out by the learned counsel for the plaintiff, the so called agreements dated 14.12.1995 and 27.04.1996 were executed when the plaintiff was 13 years of age.

Apparently, such an agreement or document by a minor would be invalid in the eye of law. Apart from the same, there is no period of validity referred to in the aforesaid two documents authorizing the defendant from selling the recordings under these two documents and as such, Section 19 (5) of the Copyright Act would come into play, which restricts the defendant to exercise the rights under any copyright, over and above 5 years. Even assuming that the agreements have some validity, in view of Section 19 (5) of the Copyright Act, the defendant may not be entitled to deal with the songs, rendered by the plaintiff, under these two documents.

4. The learned counsel for the defendant would submit that the plaintiff has no right under the Copyright Act and therefore, the prayer itself cannot be sustained.

5. I am not in agreement with such a statement made. When the plaintiff had *prima-facie* proved her case through her birth certificate, establishing her to be a minor when the aforesaid documents dated

14.12.1995 and 27.04.1996 were executed and by relying on these documents produced by the defendant, it is found that the terms of the documents do not restrict the validity period, the onus of disproving such statements would be on the defendant to establish that they have a right to continue to deal with the songs rendered by the plaintiff. When the defendant themselves claim their rights through these two documents, which are *prima facie* illegal, any further act of the defendant in distributing, manufacturing or selling the songs rendered by the plaintiff, would be impermissible. Since the plaintiff has made out a *prima facie* case, there shall be an order of interim injunction, pending disposal of the suit.

6. The Original Applications are ordered as prayed for.

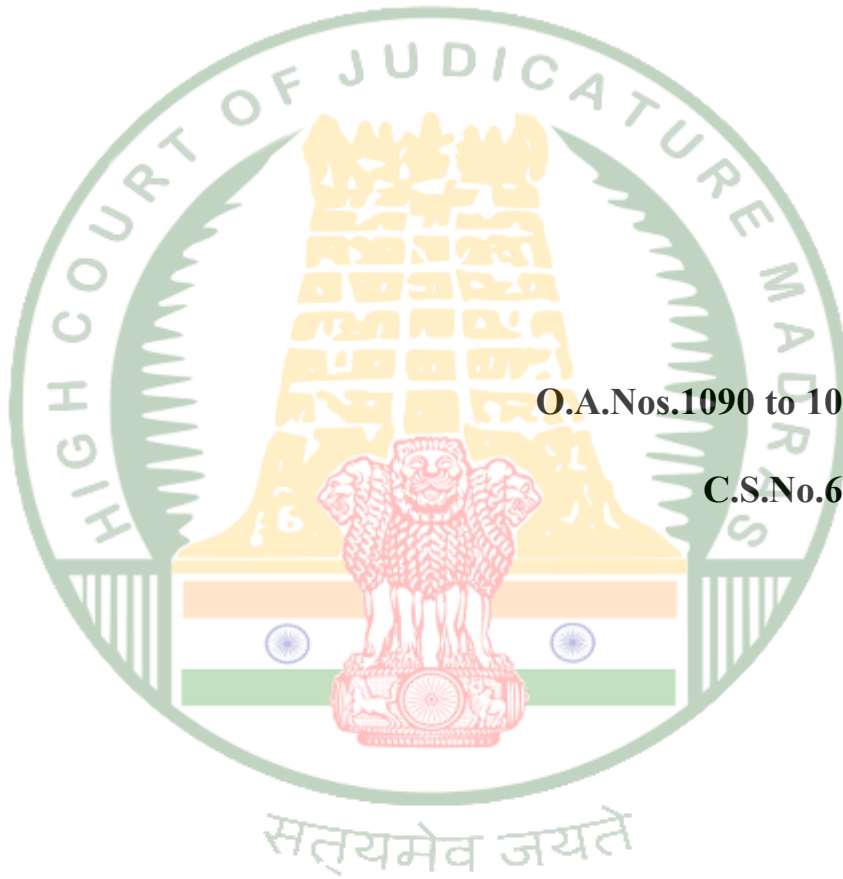
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