

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL JURISDICTION**  
**NOTICE OF MOTION NO. 1054 OF 2013**

**IN**  
**SUIT NO. 550 OF 2013**

M/S Kshitij Movies International

.....Applicant

**IN THE MATTER OF:**

M/S Kshitij Movies International

.....Plaintiff

Shri Rajiv Hariom Bhatia alias Akshay Kumar & Ors.

.....Defendant

Mr.A.L. Gore for the Plaintiff.

Mr. V.R. Dhond, Senior Advocate, instructed by M/s. IC Legal for Defendant Nos 1 to 4.  
Dr.Veerendra V. Tulzapurkar, Senior Advocate, along with Ms. Madhu Guradia & Anushree Rauta, instructed by M/s. Naik Naik & Co. for Defendant No.5

**CORAM:S.J. KATHAWALLA, J.**  
**DATE: JULY 30, 2013**

**P.C:-**

1. The above suit has been filed by the Plaintiffs for an Order of this Court for a Permanent Injunction, restraining Defendant Nos. 1 to 5, from releasing, in any manner, the Marathi feature film '72 Miles- Ek Pravas'.
2. The Plaintiffs have in the Suit taken out the above Notice of Motion for a Temporary Injunction restraining the Defendants from releasing the said Marathi feature film '72 Miles- Ek Pravas', during the pendency of the suit.
3. It is the case of the Plaintiff that the impugned film is based on a marathi novel "72 Miles" authored by one Shri. Ashok Whatkar (since deceased) and published by

Popular Publications, and that the Plaintiffs have acquired Copyrights of the said book from his widow Smt. Uma Ashok Whatkar, vide an Agreement dated 15<sup>th</sup> March, 2007. It is also averred in the plaint that the Plaintiff had registered the title "72 Miles" with Indian Motion Pictures Producers Association.

4. On a plain reading of the Agreement of Assignment dated 15<sup>th</sup> March 2007, it is clear, that the Agreement of assignment is restricted to the extent of translation of the novel "72 Miles" into Hindi language and its publication and distribution. It is clearly stated in the said Agreement that the widow Smt. Usha Whatkar would retain all the other rights with regard to the said novel. The Agreement does not confer upon the Plaintiff, any rights with regard to the making of a feature film based on the novel "72 Miles". The Plaintiff therefore had no right to have the name of the novel "72 Miles" registered as a title of a film with the Indian Motion Pictures' Producers Association. In any event the Plaintiff has not sought any relief, restraining the Defendants from using the name "72 Miles" as a title of the imaged film.
5. A perusal of the said Agreement also brings to light that the said Agreement does not specify the time period for which the assignment of copyright has been made. Therefore under sub section (5) of Section 19 of the Copyright Act, 1957, the term of assignment would be for a period of 5 years since the date of assignment of copyright. The Assignment dated 15<sup>th</sup> March 2007 has therefore admittedly come to an end on 14<sup>th</sup> March, 2012.
6. I am therefore satisfied that the Plaintiff has failed to make out even a prima facie case of Infringement of Copyright against the Defendants. In view thereof, the Plaintiff is not entitled to any of the reliefs sought. The balance of convenience does

not lie in favour of the Plaintiff.

7. No ad-interim relief is therefore granted in favour of the Plaintiff.
8. Notice of Motion to be placed for hearing and final disposal on 20<sup>th</sup> August 2013, first on board.

**(S.J. KATHAWALLA, J.)**

Bombay High Court