

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Reserved on: 07.02.2020

Pronounced on: 13.02.2020

Coram::

**The Honourable Dr.Justice G.Jayachandran**

C.S.No.296 of 2016  
& O.A.No.338 of 2010

M/s.Indian Record Manufacturing Co. Ltd.,  
Represented by its Director S.L.Saha,  
T.N.K.House, 4<sup>th</sup> Floor,  
No.48, Mount Road,  
Chennai – 600 002.

...Plaintiff

**/versus/**

1. Agi Music Sdn Bhd (665806-h),  
No.32A, Jalan, B.P.6/13,  
Bandar Bukit Puchong,  
47100 Puchong,  
Selangor, Malaysia.

2. Illaiyaraja,  
No.38, Murugesan Street,  
T.Nagar, Chennai – 17.

3. M/s.Unisys Info Solutions Private Ltd.,  
SCO-17, 2<sup>nd</sup> Floor Main Market,  
Sector 13, Urban Estate,  
Karnal 132 001.  
Haryana.

... Defendants

**Prayer:** Plaint is filed under Order IV Rule 1 of Original Side Rule read with Order VII Rule 1 of C.P.C and filed under Sections 55 & 62 of the Copyright Act, 1957.

a. a permanent injunction restraining the defendants, their men, agents, servants or any other person claiming through them from in any manner infringing the plaintiff's copy rights over the entire musical works and sound recordings contained in the schedule mentioned feature films in any manner whatsoever including by making copies of the works and or publishing the works or any parts thereof through Internet or as downloads or as ring tone etc.,

b). For costs of the suit and;

c). To pass such further or other orders as may be deemed fit in the circumstances of the case.

For Plaintiff : Mr.Sai Krishnan,  
for M/s.Sai Bharath & Ilan

For D2 : Mr.A.V.Arun

For D1 & D3 : *set exparte*

## **J U D G M E N T**

The subject matter in the suit is the Copyright Act of musical work and sound recording composed by the 2<sup>nd</sup> defendant. The relief sought is injunction restraining the defendants from infringing the plaintiff's copyright over the entire musical works and sound recordings contained in the scheduled mentioned feature films. The plaintiff claims exclusive copyright based on the

agreement with the respective film producers, who according to the plaintiff are the owners of the musical works, whereas the 2<sup>nd</sup> defendant, who is the composer of the musical work claims copyright over his musical work as the author of the work.

**2.** The case of the plaintiff as stated in the plaint is that, the plaintiff company is a renowned music company engaged in production, distribution and sales of music albums in various forms. It usually acquire the copyrights of the sound recordings and musical works from its owner directly or from the assignees of the copyright. As far as the 30 feature films (20 Tamil movies, 5 Telugu movies, 3 Kannada movies and 2 Malayalam movies) morefully mentioned in the scheduled to the plaint. They have acquired the copyright from the respective producers, who are the first owner of the copyrights. Under the agreement with the producers, the plaintiff is entitled for production, reproduction, sale, use and performance including broadcasting throughout the world by any means. Accordingly the plaintiff had been exploiting the right so acquired by making copies of the work in various forms.

While so , there was a news items in the Hindu Newspaper dated 06.01.2010 and a press release on 07.01.2010 in Hindu, that the 2<sup>nd</sup> defendant had given the right of administering the musical work of all his songs in the films produced before 2000. Claiming copyright over the musical work being the composer/creator of the work, the 2<sup>nd</sup> defendant has ventured to sell the same

to the 1<sup>st</sup> defendant. The claim of the 2<sup>nd</sup> defendant is *ex-facie* incorrect for he is not the owner of the copyrights in respect of the films for which he has composed the music. He had composed the music only on being engaged and not independently. As such the producers of the respective films are the first owners of the copyrights of the musical works and sound recordings contained in the films. The 2<sup>nd</sup> defendant as composer cannot claim right over it.

**3.** The 1<sup>st</sup> and 3<sup>rd</sup> defendants remained *exparte*. The 2<sup>nd</sup> defendant alone is contesting the suit. According to the 2<sup>nd</sup> defendant, the suit is bad for non-joinder of necessary party, namely the producers of the respective films. The plaintiff has to be put to strict proof of the averment that he acquired right from the producers. In the absence of the agreement between the music composer/2<sup>nd</sup> defendant and the producers of the films, injunction cannot be granted in favour of the plaintiff based on the agreement between the plaintiff and the producers. The 2<sup>nd</sup> defendant denies the plaintiff's claim that the producers of the films are the first owners of the musical compositions and the sound recording of the 2<sup>nd</sup> defendant. The plaintiff is a third party to the contract between the author of the work and the producer of the film. Third party cannot impeach the copyright of the author. The plaintiff's averment that the 2<sup>nd</sup> defendant was engaged by the producers for composing the music is denied. Even assuming that the producers have acquired the copyright from the author/music composer still the copyright of the owner cannot impeach the

copy right of the composer/author. The film producer has right under Section 14(1)(c) of the Act qua film, but he cannot trench on the composers copy right.

**4.** Based on the rival pleadings, the following issues were framed.

(i). *Whether the plaintiff is the owner of copyright in the musical works and sound recordings is contained in the suit films?*

(ii). *While the producers of the respective films are the first owner of the copyright, whether the 2<sup>nd</sup> defendant can claim any independent copyright over same as the music composer?*

(iii). *Whether the suit is bad for non-joinder of necessary parties as the producers of the films are not made as parties?*

(iv). *Whether the agreements entered into between the plaintiff company and its clients are binding on the 2<sup>nd</sup> defendant.*

(v). *Whether the copyright of the owner would impeach the copyright of the author?*

(vi). *Whether the plaintiff entitled to the prayers as sought for in the plaint?*

**5.** On behalf of the plaintiff one K.Ashok kumar examined as P.W.1. 23 documents marked as plaintiff side exhibits. No oral or documentary evidence on behalf of the defendants.

**6.** Ex.P.1 is the letter given by the plaintiff company authorising K.Ashok kumar to represent them in the suit and to give evidence on its behalf. Ex.P-2 to Ex.P-23 are the assignment agreements in respect of the films mentioned in the plaint schedule.

**7.** The dates, name of the films and the name of its producers from whom the plaintiff has obtained the copyright assignment under Ex.P.2 to Ex.P.23 are tabulated under:-

<i>Sl. Nos</i>	<i>Dates</i>	The name of the producer with whom the assignment agreement is entered into and the name of the film
1.	23.10.1980	“Enakkaha Kathiru” (Tamil) – Niveda Combines
2.	13.10.1978	“Sankarlal” (Tamil & Telugu) – Balu Cine Arts
3.	16.10.1980	“Garjanai” (Tamil, Telugu, Malayalam, Kannada) – M/s.Hem-Nag Films
4.	24.01.1979	“Manipur Mamiyar”(Tamil) – M/s.Venkateswara Cine Enterprises
5.	27.04.1979	“Uthirippokkal” (Tamil) - Dimple Creations
6.	01.07.1978	“Priya” (Tamil and Kannada) – M/s.SP.T.Films
7.	02.02.1981	“Inru Poi Naalai Vaa” (Tamil) – Rishad Creations
8.	25.02.1981	“Oomai Ullangal” (Tamil) – Sri Muthialamman Creations
9.	17.12.1979	“Rishimoolam” (Tamil) – S.S.K. Films
10.	09.09.1978	“Sikappu Rojakkal” (Tamil) – K.R.G.Productions
11.	28.07.1979	“Azhage Unnai Aaradhikkiren” (Tamil), “Oorvasi Neene Nana Preyasi”(Telugu and Kannada) – Sri Bharani Chitra Enterprises
12.	15.11.1979	“Ullaasapravaigal” (Tamil) – SP.T.Films

<i>Sl. Nos</i>	<i>Dates</i>	The name of the producer with whom the assignment agreement is entered into and the name of the film
13.	29.03.1980	“Jhonny” (Tamil) – K.R.G.Art Films
14.	18.10.1978	“Kali”(Tamil and Telugu) – Hem-Nag Films
15.	14.01.1979	“Puthiya Varpugal” (Tamil) – Manoj Creations
16.	07.02.1980	“Guru” (Tamil & Telugu) – Shivashakthi Films
17.	07.10.1978	“Nenjaladum Poo Ondru” (Tamil) – Selva Vinayaga Film Producers
18.	09.12.1978	“Aarilirunthu 60 Varai (Tamil) – P.A.Art Productions
19.	29.08.1980	“Nenjathai Killathe” (Tamil) – Devi Films Private Ltd.
20.	07.02.1980	“Poottaatha Poottukkal”(Tamil) – Sri Sarasalaya
21.	22.06.1979	“Mullu – Puvvu” (Telugu) – Sree Sathupurusha Films
22.	25.08.1980	“Dhooram Arike” (Malayalam) – ST. Joseph Cine Arts.

**8.** The Learned Counsel for the plaintiff submitted that, the plaintiff being the assignee of the copyright of the musical work from its first owner namely the producers have exclusive right to exploit the same. Under Section 17(b) of the Copyrights Act, 1957, stipulates that, it is the person at whose instance the cinematograph film is made is the first owner of the copyright, in the absence of any agreement to the contrary. Section 17(a) of the Act makes it clear that, the right of publication or reproduction of the work for publication vests only with the employer and only in other aspects that the author as the first owner. Section 18 which deals with the assignment of the copyright in sub-section(2) states that, an assignee shall be treated as the owner of the copyright. Assignment of the copyright should be in writing signed by the assignor. Such deed of assignment is exempted from Stamp duty under Article 23 of Schedule-I pertaining to conveyance. Since there is no dispute with the

producer regarding the assignment of the copyright, the producers are not necessary party to the present suit, which is based on the attempt of infringement by persons who have no right in the work. If the 2<sup>nd</sup> defendant claim right over the work suggesting that he had reserved the copyright over his musical work or had a different terms of engagement with the producers, he should have produced document to prove the contrary. Having failed to produce document contrary to the case of the plaintiff, the suit has to be allowed.

9. Further, the Learned Counsel would rely on the judgment of this Court ***in Agi Music Sdn Bhd, Represented by Agilan Lechaman Managing Director Vs. Ilaiyaraja and another*** reported in **2019 SCC Online Madras 1960**, where the 2<sup>nd</sup> defendant is one of the party, and this Court has declined to accept the plea of the music composer staking copyright over his musical work independent of the producers right over the entire feature film inclusive of the musical recording, preserving the special right of the author under Section 57 of the Act.

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10. Per contra, the Learned Counsel for the 2<sup>nd</sup> defendant would submit that, no adverse inference need be drawn on the ground that, the defendant has not let it any evidence. The plaintiff has to fall or stand on its own legs. The plaintiff admits that, they are only assignee and not the first



owner. Producers of the films from whom the plaintiff claim the right are therefore necessary party. Further, the suit is regarding the ownership of the copyright in the musical work of the 2<sup>nd</sup> defendant. When the ownership is in dispute, suit for injunction without any relief regarding declaration of title is bad. Under Section 14 (1)(c) of the Act, the film producer have right only over the film and the right of the music composer cannot be trenced upon. The film producer right is restricted to reproduce or assign the film for exhibition. It is a composite right as a whole and cannot be disintegrated and assigned in pieces. Once, the musical work is disintegrated, then the ownership vest with the author of the musical work who in this case is the 2<sup>nd</sup> defendant. Therefore, neither the plaintiff nor the producer of the film have any copyright exclusively over the musical work of the 2<sup>nd</sup> defendant.

**11.** Before advertng to the disputed facts, some of the fundamental facts, which are not in dispute are noted below:-

i). The 2<sup>nd</sup> defendant is the composers of the musical work, which are the subject matter in this suit.

ii) These musical work were created between 1978 to 1980 and the assignments relied by the plaintiff are between this period. Subsequently, few Sections of the Cinematograph Act which are relevant for this case were amended vide Act 23 of 1984 (w.e.f 09.08.1984) and Act 38 of 1994 (w.e.f 10.05.1995).

**12.** The primary fact which is in dispute is who is the first owner of the musical work authored by the 2<sup>nd</sup> defendant?

**13.** As per Section 17 of the Act, subject to the provisions of the Act, the author of the work shall be the first owner of the Copyright therein. In respect of cinematograph film proviso (b) says, "*subject to to the provisions of clause (a), in the case of a photograph taken, or a painting or portrait drawn, or an engraving or a cinematograph film made, for valuable consideration at the instance of any person, such person shall, in the absence of any agreement to the contrary, be the first owner of the copyright therein.*"

**14.** Prior to the Amendment Act 38 of 1994 (w.e.f 10.05.1998), the term Cinematograph film in Section 2(f) of the Act was defined as, "cinematograph film" includes the sound track, if any, and "cinematograph" shall be construed as including any work produced by any process analogous to cinematography.

**15.** It is appropriate at this juncture to point that, this inclusive definition of the term cinematograph film was later substituted by Act 38 of 1994, with effect from 10.05.1995.

The amended section 2(f) of the Act, reads as under:-

**2. Interpretation-** In this Act, unless the context otherwise requires,-

(a).....

(b).....

.  
. .  
.

(f). "Cinematograph film" means any work of visual recording and includes a sound recording accompanying such visual recording and "cinematograph" shall be construed as including any work produced by any process analogous to cinematography including video films"

**17.** The word 'author' means as defined under Section 2(d) of this Act, (ii). in relation to a 'musical work', is the 'composer.' (v) in relation to 'cinematograph film', the owner of the film at the time of its completion. Later, Section 2(d)(v) was amended in Act 38 of 1994, to be read as :-

**2. Interpretation** – In this Act, unless the context otherwise requires-

(a).....

(b).....

(c).....

(d) "Author" means-

(i).....

(ii).....

.  
.  
.  
(v). *in relation to a cinematograph film or sound recording,  
the producer.*

**18.** Therefore, a combined reading of the above Sections, it is clear as crystal, as far as cinematograph film, the first owner is the producer [section 17(b)]. In case of musical work in isolation the author is the composer [Section 2(d)(ii)] if it forms part of a cinematograph film as sound recording, for the composite work, the author is the producer of the cinematograph film [Section 2(d)(v)]. Prior to amendment Act 38 of 1994, the inclusive definition of cinematography film includes the sound track, if any. Thus, the first ownership of the musical work in a cinematograph film vest with the producer, in the absence of any agreement to contrary.

**19.** Vesting of first ownership of the copyright of a Cinematograph film with the producer is backed by sound logic and reasoning. Cinema is a blending of multiple intellectual work like script, music, lyric etc., with the contribution of the performers like actors, singers etc. The producer is the person who takes the initiative and responsibility of blending several intellectual works and performing artists. For the said purpose, the producer invest and engage the authors of the intellectual work as well the performers. On blending several intellectual work and the performance, he become the first

owner of the cinematograph film. It is he who can desegregate the blending, if necessary to assign the copyright to others under Section 19 of the Act. Such assignment may be for one or combination of more than one intellectual work. For instance, in a case of the audio right of a song in the film, the music as well as the lyric are two distinct intellectual work. The music composer cannot have any right over the lyric and vice versa. Beside these two distinct authors of the respective intellectual work, the performer namely the singer/vocalist is the other contributor for the completion of the song. Therefore, the Act has rightly vested the first ownership with the producer, who had blended all these work together to make a film.

**20.** The 2<sup>nd</sup> defendant harping on the observations made by Justice V.R.Krishna Iyer, in ***Indian Performing Right Society Ltd Vs. Eastern Indian Motion Pictures Association and others*** reported in ***(1977 (2) SCC 820)***, claims that, the film producer cannot trench on the composer's copyright. Justice Krishna Iyer has made the said observation, while appending a footnote to the above said judgement and in the course of pointing to the law-maker the infirmities as exist in the law extant. As he himself has recorded in that footnote, it was to voice a need for legislative exploration to protect a category now left. (the music composer and the singer). Subsequent to this judgment, the law-makers have brought in changes to the Copyright Act, 1957. The changes are prospective in effect. The case in hand, the entire

transactions have taken place between 1978 to 1980, much prior to the amendments.

**21.** The 2<sup>nd</sup> defendant pleads the first ownership of the musical work is not vest with the producer but with him. In such case the burden is on him to show any contract to the contrary. Having failed to produce any contract with the producer to indicate the composer has retained the copy right with him, as pointed out by this Court in a similar case (***Agi Music Sdn Bhd, represented by Agilan Lechaman Managing Director Vs. Ilayaraja and another*** reported in ***2019 SCC Online Mad 1960***), the composer is vest only with the special rights (protection from distortion etc.) mentioned in Section 57 of the Act and none else.

**22.** This Court had the advantage of reading the judgment of the Learned Judge Anita Sumanth in *Agi Music (cited supra)*. Identical issue whether the right of the producer of the film will override the right of the composer was considered in that case and the Learned Judge, after detailed discussion of law and facts by following the Hon'ble Supreme Court judgment in ***Indian Performing Right Society Ltd Vs. Eastern Indian Motion Pictures Association and others*** reported in ***(1977 (2) SCC 820)*** has concluded that, the right of the composer or the lyricist can be defeated by the producer of a cinematograph film in view of proviso(b) to section 17 of the Act.

**23.** For the sake of completion, the relevant portions the Hon'ble Supreme Court judgement in **Indian Performing Right Society Ltd Vs. Eastern Indian Motion Pictures Association and others** reported in **(1977 (2) SCC 820)** and in **Agil Music Sdn Bhd, Represented by Agilan Lechaman Managing Director Vs. Ilaiyaraja and other** reported in 2019 SCC OnLine Mad 1960 are produced below:

(i). *Indian Performing Right Society cited supra*

*This takes us to the core of the question namely, whether the producer of a cinematograph film can defeat the right of the composer of music . . . or lyricist by engaging him. The key to the solution of this question lies in proviso (b) and (c) to section 17 of the Act reproduced above which put the matter beyond doubt. According to the first of these provisos viz. Proviso (b) when a cinematograph film producer commissions a composer of music or a lyricist for reward or valuable consideration for the purpose of making his cinematograph film, or composing music or lyric therefore, i.e. the sounds for incorporation or absorption in the sound track associated with the film, which as already indicated, are included in a cinematograph film, he becomes the first owner of the copyright therein 'and no copyright subsists in the composer of the lyric or music so composed unless there is a contract to the contrary between the composer of the lyric or music on the one hand and the producer of the cinematograph film on the other. The same result follows according to aforesaid*

*proviso (c) if the composer of music or lyric is employed under a contract of service or apprenticeship to compose the work. It is, therefore, crystal clear that the rights of a music composer or . . .lyricist Can be defeated by the producer of a cinematograph film in the manner laid down in provisos (b) and (c) of section 17 of the Act.*

(ii). *Agi Music Sdn Bhd cited supra*

*Proviso (b) addresses a situation where an expert in his or her field has been engaged and certain 'works' commissioned. This proviso addresses the making of a cinematograph film that includes, by definition, a 'sound recording', of a 'musical work'. The producer of the 'cinematograph film' will, in the absence of any agreement to the contrary, be the first owner of the copyright therein including such 'sound recording'. It is this clause which, in my opinion, is applicable to the facts and circumstances of the present cases.*

**24.** To sum up, in the absence of any dispute between the producer, the assignor and the plaintiff the assignee, the assignors are not a necessary party to the suit. Not impleading the assignors (producers of the feature films) is not fatal. In the absence of contract to contrary, the producers of the film are the first owners of the musical work as per Section 17 proviso (b) of the Act. Therefore, the plaintiff is the holder of the agreements assigning the copyright to exploit is entitled for the injunction relief. When no



viable material for counter claim over the title is placed before the Court, cloud over the title cannot be presumed. Therefore, it is not necessary for the plaintiff to seek relief of declaration regarding title.

**25.** For the reasons stated above, for issue Nos.1 and 2, the answer of this Court is that, in the absence of contract to contrary, the producers of the respective films are the first owners of the copyright in the musical works and sound recordings. Through Ex.P-2 to Ex.P-23, the plaintiff has obtained the copyright by assignment, being a written document signed by the assignor. Thereby, the plaintiff has become the owner of the said copyright. Under law, the 2<sup>nd</sup> defendant cannot stake claim of copyright over the work for exploitation in the absence of contract with the film producers to that effect. After assigning the copyright to the plaintiff under Ex.P-2 to Ex.P-23, the producers of the respective films have no further right in the exploitation of the musical work. The plaintiff apprehending infringement of his copyright had filed the suit for injunction as against the defendants, who are the composer and the person alleged to have entered into an agreement with the second defendant for exploiting the music work. Against the producers no relief is sought. Therefore, they are not necessary parties. Therefore, the suit is not bad for non-joinder of necessary party. Hence, issue No.3 is answered accordingly.

**26.** In the Copyrights Act, the meaning of the word 'owner' and the word 'author' are neither interchangeable nor synonyms. They connote different meaning and different persons. A music composer is the author of the work, but not the owner of the work unless the producer who employs the composer expressly gives up his right of ownership in favour of the Composer.

**27.** In this case, the 2<sup>nd</sup> defendant, the author of the musical work has not produced proof to show the producers have given up their ownership in his favour. Therefore, in view of the proviso(b) to Section 17 of the Act, the right of the owner will certainly override the right of the author. Hence, issue No.5 is answered in affirmative.

**28.** In the result, the plaintiff is entitled for the relief prayed. Accordingly, the suit is **Allowed** and decreed as prayed for with costs. Consequently, connected Application is closed.

सत्यमेव जयते

13.02.2020

Index :Yes

Internet :Yes/No.

Speaking order/Non-speaking order.

**List of Witness examined on the side of the Plaintiff:-**

Mr.K.Ashok Kumar (P.W.1)

**List of Witness examined on the side of the Defendants :-**

Nil

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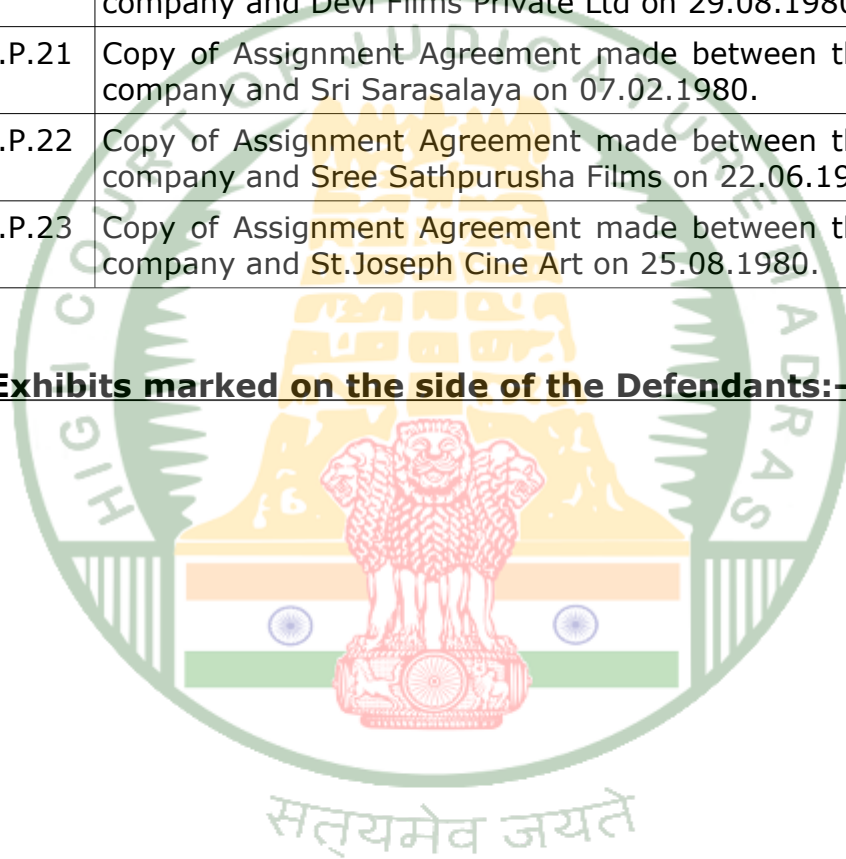
**List of the Exhibits marked on the side of the Plaintiff:-**

<b>Sl. Nos.</b>	<b>Exhibits</b>	<b>Description of documents</b>
1.	Ex.P.1	The Original Letter of authorization dated 14.06.2019 given by the plaintiff to PW.1
2.	Ex.P.2	Copy of the Assignment agreement made between the plaintiff and Company Niveda combines on 23.10.1980.
3.	Ex.P.3	Copy of the Assignment agreement made between the plaintiff company and Balu Cine Arts on 13.10.1978
4.	Ex.P.4	Copy of the assignment agreement made between the plaintiff company and M/s.Hem Nag Films on 16.10.1980
5.	Ex.P.5	Copy of the Assignment agreement made between plaintiff company and M/s.Venkateswara Cine Enterprise on 24.01.1979
6.	Ex.P.6	Copy of the Assignment Agreement made between the plaintiff Company and Dimple Creations on 27.04.1979
7.	Ex.P.7	Copy of the Assignment Agreement made between the plaintiff Company and M/s.SP.T.Films on 01.07.1978
8.	Ex.P.8	Copy of Assignment agreement made between the plaintiff company Rishand Creation on 02.02.1981
9.	Ex.P.9	Copy of Assignment Agreement made between the plaintiff and compnay and Sri Muthialamman Creation on 25.02.1981
10.	Ex.P.10	Copy of Assignment agreement made between the plaintiff Company and S.S.K.Films on 17.12.1979
11.	Ex.P.11	Copy of Assignment agreement made between the plaintiff Company and K.R.G.Productions on 09.09.1978
12.	Ex.P.12	Copy of Assignment Agreement made between the plaintiff company Sri-Bharani Chitra Enterprise on 28.07.1978.
13.	Ex.P.13	Copy of Assignment Agreement made between the plaintiff company and SP.T.Films on 15.11.1979.
14.	Ex.P.14	Copy of Assignment Agreement made between the plaintiff company and K.R.G.Art Films on 29.03.1980
15.	Ex.P.15	Copy of Assignment Agreement made between the plaintiff company and Hem-Nag Films on 18.10.1978
16.	Ex.P.16	Copy of Assignment Agreement made between the plaintiff Company and Manoj Creations on 14.01.1979

17.	Ex.P.17	Copy of Assignment Agreement made between the plaintiff company and Shivshakti Films on 07.02.1980
18.	Ex.P.18	Copy of Assignment Agreement made between the plaintiff company and Selva Vinayaga Films Producers on 07.10.1978
19.	Ex.P.19	Copy of Assignment Agreement made between the plaintiff company and P.A.Art Productions on 09.12.1978
20.	Ex.P.20	Copy of Assignment agreement made between the plaintiff company and Devi Films Private Ltd on 29.08.1980.
21.	Ex.P.21	Copy of Assignment Agreement made between the plaintiff company and Sri Sarasalaya on 07.02.1980.
22.	Ex.P.22	Copy of Assignment Agreement made between the plaintiff company and Sree Sathpurusha Films on 22.06.1979.
23.	Ex.P.23	Copy of Assignment Agreement made between the plaintiff company and St.Joseph Cine Art on 25.08.1980.

**List of the Exhibits marked on the side of the Defendants:-**

Nil

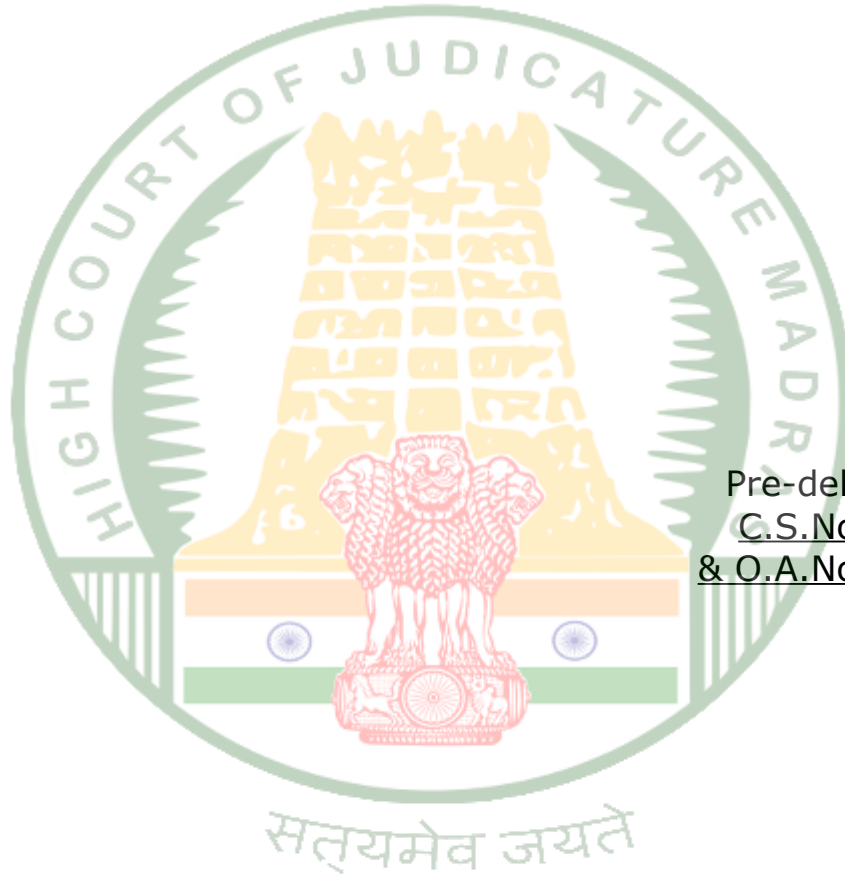


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C.S.No.296 of 2016  
& O.A.No.338 of 2010

**Dr.G.Jayachandran,J.**

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13.02.2020