

A No. 987



IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON
13.07.2026PRONOUNCED
28.08.2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

A No. 987 of 2026
in A.No.5984 of 2025
in C.S(COMM DIV) NO. 306 of 2025

ZEE Entertainment Enterprises Limited,
Represented by its Authorized Signatory,
Mr. Siju Prabhakaran,
No. 33B, Olympia Platina,
2nd Floor, SIDCO Industrial Estate,
Chennai 600 032.

..Applicant(s)

Vs

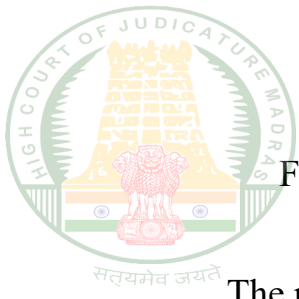
1. Studio Green Films Pvt Ltd
Represented by its Director,
Mr K E Gnanavel Raja
No.23, Astalakshmi Nagar,
10th Street, Alapakkam,
Chennai 600116.
2. Pen India Private Limited
1101, B Wing, Fortune Terraces,
Opp. Citi Mall PVR ECX, New Link Road,
Andheri West, Mumbai 400053.

..Respondent(s)

PRAYER:- Application has been filed to vacate the order of interim injunction dated 28.11.2025 passed in A. No. 5984 of 2025 in C.S. Comm. Div. No. 306 of 2025.

For Applicant(s):

Mr.M.Narendran
M/s.King and Partridge



For Respondent(s):

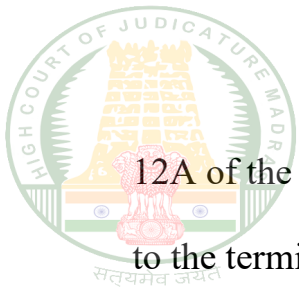
Mr.Vijayan Subramanian for R1

ORDER

The present Application has been filed to vacate the order of interim injunction dated 28.11.2025 passed in A. No. 5984 of 2025 in C.S. Comm. Div. No. 306 of 2025.

2. Heard Mr.M.Narendran, learned counsel appearing for M/s.King and Partridge on behalf of the applicant and Mr.Vijayan Subramanian, learned counsel appearing on behalf of the first respondent.

3. Learned counsel appearing on behalf of the applicant would submit that though an Assignment Agreement had been entered of between the applicant and the first respondent for certain rights in a Tamil film, the applicant had terminated the same as there had been breaches of the said Agreement by the first respondent. He would submit that even as on today the theatrical release of the film had not been undertaken for the Assignment Agreement to come into force and much before that the same had been terminated by the applicant. In spite of the termination notice, the first respondent had been misusing the applicant's logo and trademarks in its promotional materials of the said film and therefore, a cease and desist notice was issued by the applicant, apart from claiming damages. However, without choosing to reply, he had clandestinely approached this Court much beyond the date of termination of the Agreement and by-passed the mandatory procedure under section



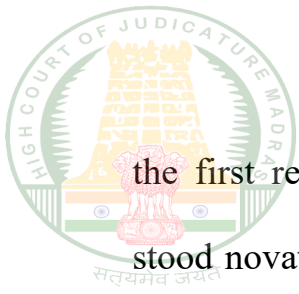
12A of the Commercial Courts Act and had got a stay of further proceedings pursuant to the termination letter dated 31.07.2025 after nearly 4 months.

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4. He would vehemently contend that the termination of the Agreement was valid in view of the breaches committed by the first respondent. He would further submit that the financiers of the first respondent had independently initiated suits where they have impleaded the applicant as a garnishee of its liability arising out of the Assignment Agreement.

5. He would further submit that after the interim order had been passed, first respondent had entered into the settlement with the second respondent by which the second respondent had absolved the first respondent of all its liabilities arising out of the tripartite agreement apart from also absolving the liability of the applicant to the second respondent in that regard. In such an event, the interim order granted by this Court by taking into consideration the tripartite agreement which came up pursuant to the Agreement which was terminated by the applicant also concluded and hence, there is no necessity for the interim order that was granted by this Court to be continued. Hence, he prays this Court to vacate the order of injunction.

6. Countering his arguments, Mr.Vijayan Subramanian, learned counsel appearing for the first respondent would vehemently contend that the letter of termination was of an agreement of assignment entered between the applicant with

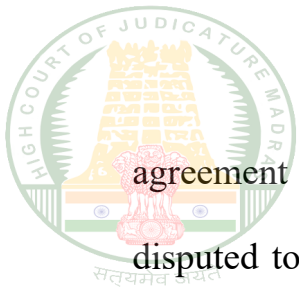


the first respondent on 22.05.2023. However, by a tripartite agreement, the same stood novated which had given a third party interest and therefore, the applicant had no right to terminate the agreement dated 22.05.2023. He would submit that therefore there is no necessity to vacate the order of injunction.

7. I have considered the submissions made by the learned counsels appearing on either side and perused the materials available on records.

8. Admittedly the assignment agreement had been entered between the applicant and the first respondent on 22.05.2023 and there after on 6.11.2024 a payment direction letter referring to the agreement dated 22.05.2023 where is amount were payable by the applicant to the first respondent was made over to the second respondent. This Agreement is the claim of the first respondent to have involved the third party rights of which the applicant cannot be absolved by issuance of termination notice.

9. It has now been brought on record that the second respondent had issued a letter to the applicant and the first respondent, indicating that the first respondent have made good the payments to the second respondent by fully and amicably settling the payment that the first respondent have to make to the second respondent and in that regard the second respondent had also univocally declared that the applicant is no longer required to make any payment under the said tripartite

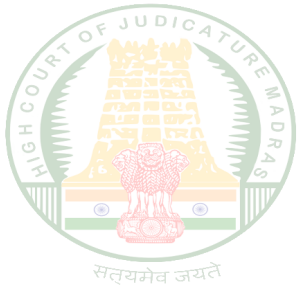


agreement that had been entered between the parties. The said letter had not been disputed to by the first respondent. In that regard, this Court is of the view that the issue relating to the validity of termination can be decided after the trial in the suit and that if it is found that the said termination was erroneously made, the first respondent could always be substituted with damages which is also a part of the suit prayer that had been made. It is further to be noted that the first respondent is the owner of the copyrights which had been assigned to the applicant. The applicant had been admittedly not handed over the copyright for him to exploit the same. Even if the agreement has been terminated at the instance of the either parties. Further, if the termination is held to be bad, the rights under the copyright would have to be exploited by the first respondent only on the copyrights being handed over to him and not otherwise.

10. For the aforesaid reasons, the order styled as interim injunction in an application under Order VIII of the Original Side Rules r/w Section 151 CPC seeking stay of further proceedings pursuant to the termination stands vacated. As a consequence A.No.987 of 2026 is allowed and A.No.5984 of 2025 is dismissed. However, there shall be no order as to costs.

28.08.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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K.KUMARESH BABU, J.

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