

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 4804 OF 2000

Rajiv Suri ...Plaintiff

Versus

Hinduja Global Solutions Ltd. ...Defendant

Mr. Vinit Raje a/w. Mr. Vikrant V Raje and Ms Nikita R. Sharma for Plaintiff.
Mr. Pranit Kulkarni a/w. Mr. Sanjeel Kadam, Ms. Saylee Rajpurkar i/b.
Kadam & Company for Defendant.

CORAM : ARIF S. DOCTOR, J.
RESERVED ON : 3rd FEBRUARY 2026
PRONOUNCED ON : 6th MARCH 2026

JUDGMENT

1. At the outset, I must note that the present Suit is thoroughly misconceived and, in my unhesitating view, constitutes a gross abuse of the process of law and of this Hon'ble Court.
2. The Plaintiff has, by way of the present Suit, sought (i) a decree in the sum of Rs. 15,00,000/- together with interest at 24% per annum from the date of filing till realisation and (ii) a permanent injunction restraining the Defendants from exhibiting or telecasting the feature films *Manzil* and *Parwana* without the prior permission of the Plaintiff.

3. The Plaintiff case is that the Plaintiff was one of the partners in a firm known as "M/s. Ambika Chitra" ("**the said firm**"), which owned the copyright in the films *Manzil* and *Parwana*. On dissolution of the said Firm pursuant to a Deed of Dissolution dated 11th June 1998, it is the Plaintiff's case that the Plaintiff retained all rights in the film *Parwana* and the right to sue for damages for infringement of copyright in respect of the film *Manzil*.
4. According to the Plaintiff, the film *Manzil* was unlawfully telecast on 13th November 1997 on "InCableNet", a cable television channel which, according to the Plaintiff, was owned by the Defendant. The Plaintiff therefore filed a complaint with the Khar Police Station in respect of the telecast of the film *Manzil* which was then withdrawn by the Plaintiff. The Plaintiff has, in paragraph 4 of the Plaint, stated that the reason for withdrawal of the criminal complaint was "to maintain healthy relations with the Defendant".
5. It is the Plaintiff's case that thereafter, on 18th May 2000, the Defendant without the Plaintiff's permission, telecast the film *Parwana*, which then

led the Plaintiff to file the present Suit and seek relief of damages and injunction in respect of both films, *Manzil* and *Parwana*.

6. The Defendant contested the Suit by filing its Written Statement in which the Defendant has, amongst various defences on merit, specifically pleaded that the Plaintiff had suppressed material documents from the Plaintiff, namely (i) a Memorandum of Understanding dated 20th September 1999 (“**MoU**”) entered into between M/s. Ambika Chitra and Zee Telefilms Limited, and (ii) a Deed of Assignment dated 5th October 1999 entered into between M/s. Ambika Chitra and Zee Telefilms Limited.
7. The Court then vide an Order dated 31st January 2014 framed the following Issues for determination viz.
 - i. *Whether the Plaintiff proves that the Defendant has infringed the copyright in the films Manzil and Parwana?*
 - ii. *Whether the Plaintiff is entitled to damages as prayed?*
 - iii. *What order and costs?*
 - iv. *What reliefs?*

8. The Plaintiff led his own evidence (PW1) and the evidence of one Mr Tanaji Katkar (PW2).
9. The Defendant led the evidence of Mr. Suyash Pradhan (DW1).
10. Mr. Kulkarni, the Learned Counsel appearing on behalf of the Plaintiff at the outset, submitted that the Suit deserved to be dismissed on the ground of suppression of material documents. He first pointed out that the MoU dated 20th September 1999, *inter alia*, specifically recorded that the settlement had been arrived at in respect of the telecast of the film *Manzil*, by which all the disputes and differences with regard to the telecast of the film *Manzil* stood resolved and the criminal complaint filed by the Plaintiff was withdrawn after compensation was paid to the Plaintiff.
11. He then invited my attention to the MoU and pointed out that the same specifically recorded as follows, viz.

“1. In view of the amicable settlement by and between parties it has been agreed that all the Criminal as well as Civil matters which are pending before various Courts of India of M/s. Ambika Chitra, regarding film “MANZIL” shall be withdrawn by the M/s. Ambika Chitra.

2. World Satellite Rights and Cable T.V. rights for film "PARVANA" starring.... Have been purchased by M/s. Zee telefilms Limited for a total consideration of Rs. 15,25,000/- (Rupees Fifteen Lacs Twenty Five Thousand only) for a period of five years. In this amount compensation of film "MANZIL" have also been considered."

Basis the above, Mr. Kulkarni submitted that the Plaintiff could not have even filed the present Suit in respect of the film *Manzil* in view of the settlement of disputes as recorded in the MoU. He also reiterated that the Plaintiff had received compensation for the telecast of the film *Mazil* and therefore there was no question of the Plaintiff now suing for any damages, having received compensation.

12. Mr. Kulkarni then placed reliance upon a letter dated 13th February 1998 addressed by the Plaintiff to the Khar Police Station, wherein the Plaintiff had irrevocably withdrawn the complaint made in respect of *Manzil* and acknowledged that an amicable settlement had been entered into with M/s. InCablenet. In addition, Mr. Kulkarni also placed reliance upon Crime Report No. 10 of 2002 dated 5th October 2002 to point out that the same

pertained only to *Parwana*, as the complaint dated 18th May 2000 was silent as regards any further telecast of *Manzil*.

13. He further submitted that the Plaintiff was clearly aware of this fact and hence did not file the Suit for over three years from the date of the telecast of *Manzil*. He submitted that it was only after the film *Parwana* was telecast that the Plaintiff filed the present Suit and sought damages for the telecast of both *Manzil* and *Parwana*.

14. Mr. Kulkarni then submitted that the Suit *inter alia*, seeking damages for the telecast of the film *Parwana* was equally mala fide since the rights in respect of *Parwana* had been assigned to Zee Telefilms Limited. He then invited my attention to the Deed of Assignment dated 5th October 1999, executed between M/s. Ambika Chitra and Zee Telefilms Limited, and pointed out that the rights in the film *Parwana* had been assigned to Zee Telefilms Limited. for the exclusive and irrevocable commercial and non-commercial exploitation of the film *Parwana* for a period of five years.

15. He then pointed out that the said Deed of Assignment was executed by the Plaintiff on behalf of the said Firm and further pointed out that the Deed of

Assignment vested Zee Telefilms Limited. with the absolute liberty to further transfer or assign such rights without the consent of the assignor, i.e., Ambika Chitra.

16. Mr. Kulkarni then pointed out that the period of assignment was from 24th September 1999 to 23rd September 2004, and thus on the date when the Suit was filed, the Plaintiff did not have any rights in the film *Parwana*. He therefore submitted that the Plaintiff lacked the very locus to file the present Suit in respect of an alleged telecast of the film *Parwana*. He further pointed out that Zee Telefilms Limited, the assignee of the rights in *Parwana*, was not even impleaded as a party, which made apparent the dishonest and mala fide conduct of the Plaintiff.

17. Basis the above Mr. Kulkarni therefore submitted that the Plaintiff could never have filed the Suit in respect of any of the alleged telecast of either the film *Manzil* or *Parwana* since on the date on which the Suit all matters pertaining to the telecast of *Manzil* had been amicably resolved, and the Plaintiff did not have any subsisting right, title or interest in the film *Parwana*, having assigned the same absolutely to Zee Telefilms Limited.

He submitted that by suppressing the MoU and the Deed of Assignment, the Suit had been fraudulently instituted and had approached this Court with unclean hands. Placing reliance upon the decision in the case of *S.P. Chengalvaraya Naidu v. Jagannath and Ors.*¹ he submitted that therefore the Plaintiff must be shown the door and the Suit dismissed with costs.

18. In response, Mr. Raje, Learned Counsel for the Plaintiff, submitted that there was no suppression of any material facts or documents from this Court. He submitted that the settlement in respect of *Manzil* pertained only to criminal proceedings and not to civil claims for damages. He relied upon the evidence of PW-1 and PW-2 to contend that the unauthorised telecast of *Manzil* had in fact been proved, and the Plaintiff was therefore entitled to damages in respect of such unauthorised telecast of the film *Manzil*.

19. In relation to *Parwana*, Mr. Raje submitted that the Plaintiff specifically mentioned the Deed of Assignment, and thus there was no suppression. He then submitted that although the rights in respect of *Parwana* were assigned to Zee Telefilms Limited, the assignment was not absolute, and

¹ (1994) 1 SCC 1.

the Plaintiff had retained certain rights, particularly in respect of “Doordarshan and World TV Rights for India”. He further submitted that the Plaintiff had filed the present Suit on account of the inaction of Zee Telefilms Limited to take action for what he submitted was the unauthorised telecast of the film *Parwana*, which he submitted the Plaintiff was entitled to do.

20. Mr Raje thus submitted that there was no merit in the allegation of suppression of the material facts and the documents by the Plaintiff, and thus the Suit must be heard on merits.

21. Mr Kulkarni, in dealing with the aforesaid submissions, first pointed out that the MoU clearly and specifically recorded that the settlement was in respect of civil and criminal matters pertaining to the film *Manzil*. He therefore argued that the assertion that the MoU only resolved or settled criminal cases contradicted its explicit terms. He then further pointed out that the MoU also specifically recorded that compensation had been paid for the telecast of *Manzil*. In any event, he submitted that it was incumbent upon the Plaintiff to have annexed the MoU to the Plaint and also pointed

out that compensation was paid for the alleged unauthorised telecast of *Manzil* on “InCableNet”. He submitted that the Plaintiff had neither annexed the MoU nor mentioned it in the Plaint. This omission he submitted, amounted to gross and deliberate suppression of a material document. He also took pains to point out that it was not even the case of the Plaintiff that there had been another telecast of the film *Manzil*, and the damages that had been sought for in the Suit were only in respect of the telecast of the film *Manzil* which took place on 13th November 1997, which was before the MoU was entered into and in respect of which the compensation had already been paid as recorded in the MoU.

22. In dealing with the contention that the assignment of the film *Parwana* was not an absolute assignment Mr. Kulkarni first invited my attention to the Deed of Assignment, more particularly to clause 4 thereof, to point out that the same specifically provided as follows:

“4) Based on the representations and warranties and the declarations made by the ASSIGNOR in respect of the PROGRAMMES and the ASSIGNOR hereby assigns and the ASSIGNEE hereby accepts the assignment of exclusive, irrevocable commercial and non-commercial rights, for the Territory and

Period mentioned in the annexed SCHEDULE - I for PROGRAMME in annexed SCHEDULE-II and these rights shall belong to the ASSIGNEE and the ASSIGNEE shall be entitled to exploit these rights upon the signing of this agreement and/ or further transfer assigned and or convey the same or any part thereof in favour of any third party or concerned without any consents from or intimation to the ASSIGNOR.”

From the above, he thus submitted that it was clear that the assignment in favour of Zee Telefilms Limited was an absolute and unconditional assignment. He thus reiterated that on the date the Suit was filed, which was during the subsistence of the assignment, the Plaintiff had no enforceable right in the film *Parwana* in respect of any telecast that might have been made. He submitted that even assuming any unauthorised telecast ever takes place, it is only Zee Telefilms Limited who could have sued in respect thereof. He then pointed out that Zee Telefilms Limited was not even a party to the Suit and that even though it was the Plaintiff's oral contention that the Plaintiff had filed the present Suit since Zee Telefilms Limited had failed to act, nothing in support of such contention had even been placed on record. He thus reiterated that the filing of the

Suit by the Plaintiff by suppressing the MoU and the Deed of Assignment was entirely malafide and must be dismissed as such with costs.

23. Having heard learned counsel for the parties and upon a careful consideration of the documents relied upon by the Defendant, which have not been annexed to the Plaint, namely the MoU dated 20th September 1999, and the Deed of Assignment dated 5th October 1999, I find substantial merit in the Defendant's contention that the Plaintiff has approached this Court with unclean hands by suppressing material facts and documents from the Plaint. In these circumstances, it is wholly unnecessary for me to examine the evidence led by the parties, as in my unhesitating view, the Suit is liable to be dismissed solely on the ground of suppression, for the following reasons:

A. The Memorandum of Understanding dated 20th September 1999 unequivocally records that all civil and criminal disputes in respect of the telecast of the film *Manzil* stood amicably settled, which was well before the Suit was filed. Furthermore, crucially it records that compensation was paid for the telecast of *Manzil*. Moreover, none of

this is even disputed by the Plaintiff. However, the Plaintiff has neither annexed the MoU to the Plaint nor is there any pleading, let alone any explanation, with regard to any of these facts in the Plaint. The Plaint is completely silent on the MoU and on the aspect of receiving compensation in respect of the said telecast. The Plaintiff's contention that only criminal proceedings were settled whereas the express terms of the MoU are plainly contrary to the same, and thus such contention needs only to be stated to be repealed. However, even if I were to accept such a contention, the same would have had to have been specifically pleaded and explained in the Plaint, which the Plaintiff has not done, nor has the Plaintiff annexed the MoU. The reason is not far to seek.

B. Also crucially, the MoU records that the World Satellite and Cable TV rights in the film *Parwana* were purchased by Zee Telefilms Limited for valuable consideration. It is the Plaintiff who has executed the MoU on behalf of M/s. Ambika Chitra and was therefore fully aware, that as of 20th September 1999, of both the settlement concerning *Manzil* and of the transfer of rights in *Parwana*. The complete absence of any

reference to this document or its contents in the Complaint constitutes not only material but gross suppression, which is clearly wilful, deliberate and mala fide.

C. Similarly, the Plaintiff has also not annexed to the Complaint the Deed of Assignment dated 5th October 1999 by and under which M/s. Ambika Chitra, represented by the Plaintiff, unconditionally assigned the satellite broadcasting rights in *Parwana* to Zee Telefilms Limited for a period of five years, i.e., up to 23rd September 2004, with the liberty to exploit and further transfer such rights without reference to the Plaintiff. The alleged telecast of *Parwana* on the basis of which the Suit has been filed was stated to have taken place on 18th May 2000, which is during the subsistence of the Assignment in favour of Zee Telefilms Limited. Thus, both on the date of the alleged telecast of *Parwana*, i.e., 18th May 2000, and also on the date of the filing of the Suit, i.e., 10th November 2000, the Plaintiff had no subsisting rights in respect of the film *Parwana* and therefore no locus to institute the Suit.

D. The Plaintiff has not only failed to annex the Deed of Assignment in favour of Zee Telefilms Limited but has, in the Plaint, pleaded a case inconsistent with the express terms of the Deed of Assignment. The argument advanced that the Plaintiff was entitled to sue because Zee Telefilms Limited failed to do so or take any action is plainly untenable since the assignment in favour of Zee Telefilms Limited is absolute and does not reserve or confer any such right upon the Plaintiff to sue for either infringement or damages as alleged. Moreover, the Deed of Assignment vested a liberty in Zee Telefilms Limited to further assign rights in respect of *Parwana* without there being a requirement for permission from M/s. Ambika Chitra. Furthermore and crucially, Zee Telefilms Limited has not even been impleaded as a party to the Suit, nor has the Plaintiff produced any material to show that the Plaintiff even called upon Zee Telefilms Limited to take any steps in regard to the alleged unauthorised telecast of the film *Parwana*. This therefore only exposes and makes apparent the falsity and dishonesty of the

Plaintiff's claim aside from the fact that such a claim is plainly contrary to the very terms of the Deed of Assignment.

E. In view of the MoU and the Deed of Assignment, it is clear that on the date of institution of the Suit, the Plaintiff lacked any locus or legal right to seek damages or any relief in respect of the film *Parwana*. The Defendant cannot be said to have infringed rights which the Plaintiff himself had unconditionally assigned to a third party.

F. Insofar as *Manzil* is concerned, the Plaintiff's case is equally untenable. The Deed of Dissolution dated 11th June 1998 does not vest the Plaintiff with any enforceable right to sue in respect of *Manzil*. On the contrary, all the rights in respect of the film *Manzil*, including the right to sue for infringement and damages, were retained by other partners of M/s. Ambika Chitra. Therefore, the Plaintiff has made wholly contrary submissions in respect of the Deed of Dissolution.

G. Even otherwise, the Plaintiff's own case is that *Manzil* was telecast on 13th November 1997, whereas the Suit was instituted in the year 2000, nearly three years later. More significantly, the Plaintiff had, after

entering into the said MoU and receiving compensation for the telecast of film *Manzil*, withdrawn criminal proceedings. Having unconditionally settled and withdrawn the proceedings after having received consideration for the same, the conduct of the Plaintiff for damages in respect of *Manzil* in suing by combining it with a claim relating to *Parwana* is clearly malafide.

H. The Hon'ble Supreme Court has in *Ramjas Foundation v. Union of India*² held as follows:

“21. The principle that a person who does not come to the Court with clean hands is not entitled to be heard on the merits of his grievance and, in any case, such person is not entitled to any relief is applicable not only to the petitions filed under Articles 32, 226 and 136 of the Constitution but also to the cases instituted in other courts and judicial forums. The object underlying the principle is that every Court is not only entitled but is duty bound to protect itself from unscrupulous litigants who do not have any respect for truth and who try to pollute the stream of justice by resorting to falsehood or by making misstatement or by suppressing facts which have bearing on adjudication of the issue(s) arising in the case”.

² (2010) 14 SCC38.

By suppressing the MoU and the Deed of Assignment, the Plaintiff has clearly approached this Court with unclean hands and is thus not entitled to any relief.

- I. The Hon'ble Supreme Court has also, in the case of ***Dnyandeo Sabaji Naik v. Mrs. Pradnya Prakash Khadekar and Ors.***³ held as follows:

“13. This Court must view with disfavour any attempt by a litigant to abuse the process. The sanctity of the judicial process will be seriously eroded if such attempts are not dealt with firmly. A litigant who takes liberties with the truth or with the procedures of the Court should be left in no doubt about the consequences to follow. Others should not venture along the same path in the hope or on a misplaced expectation of judicial leniency. Exemplary costs are inevitable, and even necessary, in order to ensure that in litigation, as in the law which is practised in our country, there is no premium on the truth.

14. ...this tendency can be curbed only if Courts across the system adopt an institutional approach which penalizes such behaviour. Liberal access to justice does not mean access to chaos and indiscipline. A strong message must be conveyed that Courts of justice will not be allowed to be disrupted by litigative strategies designed to profit from the delays of the law. Unless remedial action is taken by all Courts here and now our society will breed a legal culture based on evasion instead of abidance.”

³ (2017) 5 SCC 496.

The conduct of the Plaintiff, in the present matter, in my view, clearly constitutes an abuse of the process of law and of this Hon'ble Court.

The Plaintiff has invoked the jurisdiction of this Court despite having divested himself of the very rights on the basis of which the Suit is filed.

Such conduct cannot be countenanced and therefore must be met with an order of costs.

21. Hence, for the aforesaid reasons, I pass the following order:

ORDER

- i. The Suit is dismissed for the aforesaid reasons set out in (A) to (G) above.
- ii. The Plaintiff shall pay costs of Rs. 10,00,000/- (Rupees Ten Lakhs only) to the Defendant for the reasons set out in (H) and (I) above, within a period of 8 weeks from today.
- iii. In the event the costs are not paid within 8 weeks from today, interest at the rate of 8% shall apply.
- iv. The office shall return the original documents to the Advocates appearing for both the parties upon receiving a true copy of this

Judgement along with photostat copies of the said compilation of documents duly certified by them as true copies.

- v. All Interim Applications, if any, would not survive and are accordingly disposed of.

[ARIF S. DOCTOR, J.]