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Back Papers.

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ட்ரேஸிஷன்ஸ்ரகாண்ட்ரீபா

1925ல் நிறுவியது.

(௭)

தேதி 5-4-48

நேர்மை வழியில், நின்று ஜொண்டாற்றும் தலைவரவர்கட்கு நாடகக்கலைஞன் டிண்டுகம் வணக்கம்.

தங்கள் விலைமதிப்பற்ற நேரத்தை விரிவுரையெழுதி வீணாக்க மாட்டேன். குறைகளை வேறு யாரிடம் நாங்கள் கூறுவது?

விஷயம் இணைக்கப்பட்டுள்ள பிரசுரத்தில் உள்ளது.

சுதந்திர இந்தியாவில் நமது மகாகவியின் திந்தமிழ்க் கவிதைகளுக்கு தனிமனிதர்கள் உரிமை கொண்டாடி அவை நாடெங்கும் பரவத் தடை போடுவதென்பது தமிழர்கள் வெட்கப்படவேண்டிய விஷயமல்லவா?

சத்தியத்தின் வழி நடக்கும் தாங்கள் இதற்குத் தக்க பரிகாரம் அளிப்பீர்களென்று தமிழ் நாடு எதிர்பார்க்கிறது. அன்பன்,

டி. கே. டிண்டுகம்

டி. கே. எஸ். சகோதரர்கள், உரிமையாளர்கள்.

டி. கே. முண்டுகம்,
"முண்டுக அரங்கம்"
கோயமுத்தூர்

ASSISTANT SECRETARY
3 - APR 1948
LEGAL DEPARTMENT

Secretary Legal may see and explain the position

G.P.R
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4179

பாரதிக்கு விடுதலை வேண்டும்!

தமிழ் நாட்டின் பொதுவாழ்வில் பங்கு கொண்டு நாட்டின் நலத்திற்காகத் தொண்டாற்றிவரும் மக்களின் பிரதி நிதிகளுக்கு நாடகக் கலைஞர்கள் டி. கே. எஸ். சகோதரர்கள் விடுக்கும் வேண்டுகோள்!

அன்பர்களே, மகாகவி பாரதிக்கு மண்டபம் கட்டி மகிழ்ந்தீர்கள். ஆண்டு தோறும் பாரதி நாள் கொண்டாடி வருகிறீர்கள். அமர கவியின் பாடல்கள் அகில உலகிலும் பரவ வேண்டுமென்று விரும்புகிறீர்கள். உங்கள் எண்ணம் நன்று; ஆனால் தமிழ் நாட்டிலேயே அப்பாடல்களுக்குத் தடையேற்பட்டுள்ள நிலையை உணர்ந்தீர்களா?.....சர்க்கார் முன்பு தடை விதித்தனர்; இன்று தனி மனிதர் தடை விதிக்கின்றனர்.

"பாட்டுத் திறத்தாலே வையத்தைப் பாலித்திட" பரா சக்தியை வேண்டிய கவிஞனின் பரந்த நோக்கத்தை குறுகிய வியாபார நோக்கங்கள் சிதைக்கின்றன. நாடெங்கும் பாரதிபாடல்கள் முழங்க வேண்டுமென்று எட்டையபுரம் பாரதி விழாவில் **"ராஜாஜி"** உள்ளிட்ட தலைவர்கள் ஒரு முகமாகக்கூறினர்

எங்கே முழங்குவது? எப்படி முழங்குவது? "என் சொத்து" "எ[illegible] உரிமை" என்று தனிமனிதர்கள் உரிமை பேசுகின்றார்களே! அவர் எவருக்கும் உரிமையளிக்காதிருந்தும், கலைஞர்கள், உணர்ச்சியுள்ள இசை வாணர்கள் சினிமாவின்மூலம் இசைத்தட்டுகளின்மூலம் பாரதி பாடல்களை நாடெங்கும் பரப்ப உரிமை மறுக்கப்படுகிறதே! தமிழ்நாட்டின் அமர கவியை இவ்வாறு இரும்புப் பெட்டியில் பூட்டி வைத்து வியாபாரம் நடத்த முயலும் வேடிக்கையை நீங்கள் அனுமதிப்பது முறையா?.....

மகாத்மா காந்தியடிகளின் பொன்னுரைகளை இன்று ஒருசிலர் தனி யுரிமையாக்கிக்கொண்டால் நாம் அதற்குத் தலைவணங்க முடியுமா? அதைப் போன்றே மகாகவி பாரதியின் பாடல்களும் பிற இலக்கியச் செல்வங்களும் தமிழ் மக்களுக்கு மட்டுமல்ல, உலகிற்கே பொதுவானதாக வேண்டாமா?

"தேமதுரத் தமிழோசை உலகமெலாம்
பரவும் வகை செய்தல் வேண்டும்"
:"சேமமுற வேண்டுமெனில் தெருவெல்லாம்
தமிழ்முழக்கம் செழிக்கச் செய்வீர்"

என்று வீரமுழக்கம் செய்த கவிஞர் பெருமானுக்குத் தமிழ் மக்கள் செய்யும் கைமாறு இதுதானா?

பாரதிநூல்களை வெளியிடும் உரிமை திரு **விஸ்வனாத ஐயர்** அவர்களிடமும், பாரதிபாடல்களைப் பதிவு செய்யும் உரிமை திரு **A. V. மெய்யப்பச் செட்டியார்** அவர்களிடமும் இருப்பதாகக் கூறப்படுகிறது.

1928-ம் ஆண்டுமுதல் தமிழ் நாடக மேடையில் பாரதிபாடல்களை முழக்கிய எங்களுக்கு, இன்று அவர் பாடல்களைப் படத்தில் பாட உரிமையில்லையாம். சென்ற நான்கு ஆண்டுகளாக எங்கள் அரங்கில் நடித்துவரும்

4

"பில்ஹணனை" பேசும்படமாக்கி வெள்ளித்திரைக்கும் கொண்டுவந் திருப்பதை நீங்கள் அறிவீர்கள். நாடகத்தில் பாடப்பட்டுவந்த கண்ண பாட்டொன்றைப் படத்திலும் பாடியிருக்கிறோம்....."அது தவம்றன்றும அப்பாடல் தண்டிக்கப் படவேண்டுமென்றும், அப்பாடல்களைப் பதிவுசெய்யும் உரிமை தன்னுடையதென்றும், "பில்ஹணன்" படம் பாரதி பாடலுடன் திரைக்கு வருமானால் ஐம்பதினாயிரம் ரூபாய்கள் நஷ்டயீடு வசூலிப்பதாக வும், நடவடிக்கை யெடுப்பதாகவும் திரு A. V. மெய்யப்ப செட்டியா ரவர்கள் நோட்டீஸ் விடுத்துள்ளார்.

"பாரதி பாடல்கள் தமிழ்நாட்டின் பொதுச் சொத்தென்றும் அவற் றிற்குத் தனிமனிதர் உரிமை கொண்டாடுவதை ஒப்புக்கோள்ள முடியா தென்றும்" நாங்கள பதில் விடுத்துள்ளோம் .....

சட்டப்படி இதற்குத் தீர்ப்பளிக்கவேண்டிய இடம் நீதிஸ்தலமே யென்றாலும், பாரதி பாடல் உரிமைபற்றி சுதந்திர சர்க்காரில் மக்களின் தீர்ப்பென்னவென்று உங்களைக் கேட்க எங்களுக்கு உரிமையுண்டு?

நாட்டு விடுதலைக்குப் பாடிய கவிஞன்! அழியாத பேருண்மை களைத் தீந்தமிழில் தீட்டிய கவிஞன்!! மக்களுக்காக வாழ்ந்த மதோன்னதக் கவிஞனின் பாடல்கள் தனி மனிதர்களால் உரிமை கொண்டாடத் தக்கவை யல்லவென்று சட்டமும் நீதி ஸ்தலமும் தீர்ப்பளிக்க வேண்டிய பரிதாபகர மான நிலையில் சுதந்திர சர்க்கார் இருக்கிறதாவென்று கேட்கத் தமிழ் மக்களாகிய உங்களுக்கு உரிமையுண்டு.

தமிழ்நாடு எங்களை அறியும். ஒருசில பத்திரிகாசிரியர்களும், எழுத் தாளர்களும், தலைவர்களுமே பாரதியை அறிந்திருந்த காலத்தில் நாங்கள் பாரதியை மேடையேற்றி மகிழ்ந்தவர்கள். மக்களுக்கு அரங்கின் மூலம் பாரதியின் எண்ணங்களைப் பறை சாற்றியவர்கள். பாரதி பாடல்களைப் பாட வேண்டுமென்பது எங்கள் இதயத்திலிருந்து எழும் உணர்ச்சி. இந்த உணர் ச்சிக்குத் தடை விதிப்பதைச் சட்டத்தின் துணைகொண்டும், நீதியின் துணை கொண்டும் மக்களின் துணைகொண்டும் எதிர்த்துப் போராட முடிவு செய்திருக்கிறோம்.....

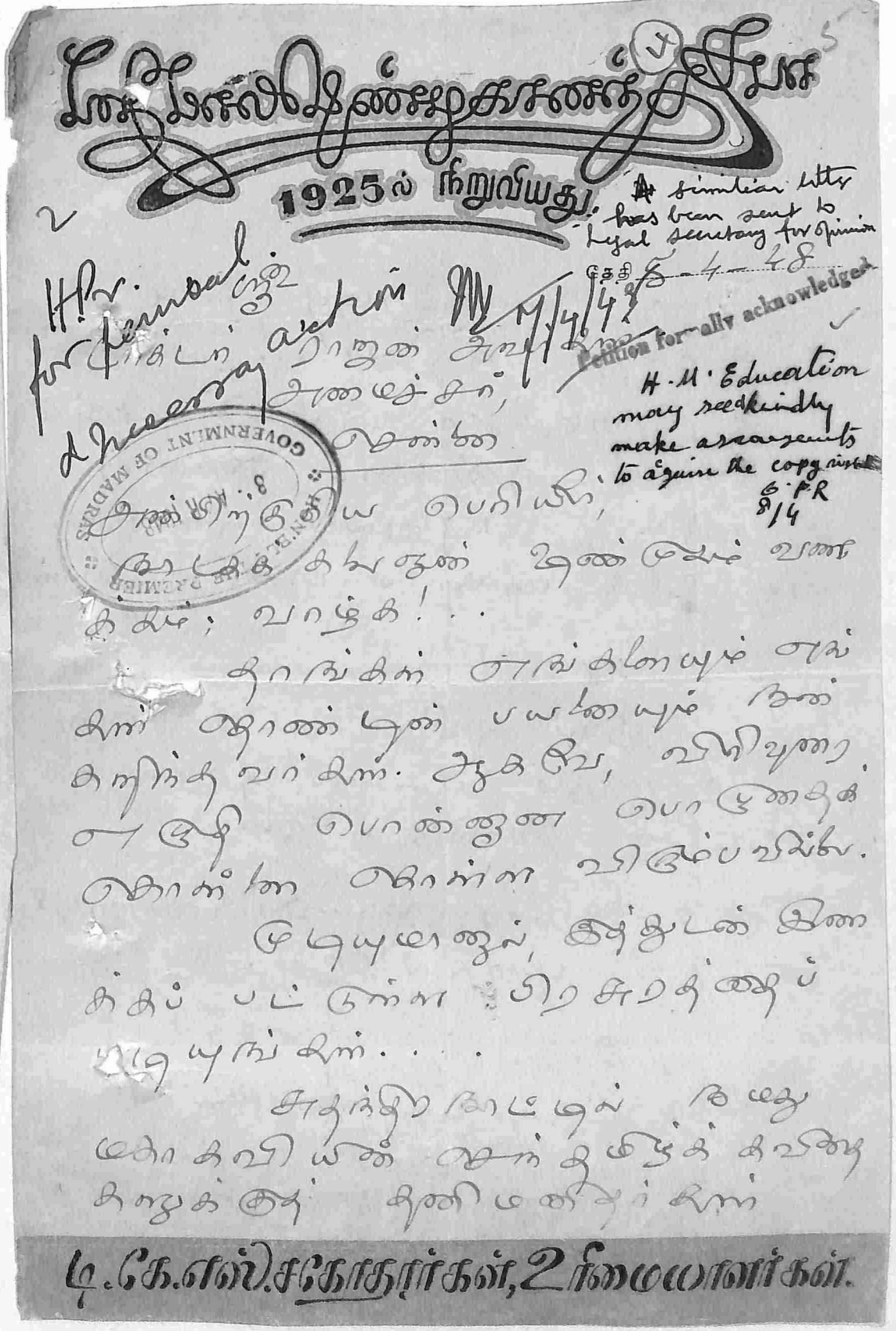
நீங்கள் என்னசெய்யப் போகிறீர்கள்? அண்மையில் கோவையில் நடந்த தமிழ் மாகாண மகாநாட்டில் பாரதி இலக்கியங்கள் பொதுவாக வேண்டுமென நீங்கள் நிறைவேற்றிய தீர்மானத்தைச் செயலாக்க என்ன நடவடிக்கை எடுத்துக்கொண்டீர்கள்? தமிழ் நாடுஉங்களை எதிர்நோக்குகிறது. "பாரதியின் பாடல்களும் இலக்கியங்களும் தமிழ்நாடடின் பொதுச் சொத்து, தனி மனிதர்களுக்கு இதில் எவ்வித உரிமையுமில்லை என்று என் சென்னை சர்க்கார் ஒரு பிரகடனம் வெளியிடக்கூடாது? அமர கவிக்கு சுதந்திர சர்க்கார் இதைவிட வேறெந்த வகையில் அன்பு செலுத்த முடியும்?

நாடு விடுதலை பெற்றது; நாட்டு விடுதலைக்குப் பாடிய மகாகவி பாரதிக்கு அவர் பூதவுடல் நீத்த இருபத்தைந்து ஆண்டுகளுக்குப் பின்னும் விடுதலை இல்லையா?.....

டி. கே. எஸ் சகோதரர்கள்
"ஷண்முக அரங்கம்"

கோவை.
28—3—48.

JEWEL PRESS, CBE, Copies 200.



உரிமை கொண்டாடித் தடை விதிப்பது நீதியா?...

அமைச்சர் குழுவில் அங்கம் வகிக்கும் தங்களைப் போன்ற இலக்கியச் சிந்தனையாளர்கள் இதற்குத் தக்க பரிகாரம் செய்ய வேண்டாமா?...

இது தமிழர்களின் மானங்காக்கும் செயல்; தாழ்மையுடன் வேண்டுகிறோம்.

ஆவன செய்வீர்களென்று எதிர் பார்க்கிறோம்.

அன்பன்,
டி. கே. முண்டுகம்,
"முண்டுக அரங்கம்"
கோவை

பாரதிக்கு விடுதலை வேண்டும்!

தமிழ் நாட்டின் பொதுவாழ்வில் பங்கு கொண்டு நாட்டின் நலத்திற்காகத் தொண்டாற்றிவரும் மக்களின் பிரதி நிதிகளுக்கு நாடகக் கலைஞர்கள் டி. கே. எஸ். சகோதரர்கள் விடுக்கும் வேண்டுகோள்!

அன்பர்களே, மகாகவி பாரதிக்கு மண்டபம் கட்டி மகிழ்ந்தீர்கள். ஆண்டு தோறும் பாரதி நாள் கொண்டாடி வருகிறீர்கள். அமர கவியின் பாடல்கள் அகில உலகிலும் பரவ வேண்டுமென்று விரும்புகிறீர்கள். உ[illegible] எண்ணம் நன்று; ஆனால் தமிழ் நாட்டிலேயே அப்பாடல்களுக்குத் தடை[illegible]ற்பட்டுள்ள நிலையை உணர்ந்தீர்களா?.....சர்க்கார் முன்பு தடை விதித்தனர்; இன்று தனி மனிதர் தடை விதிக்கின்றனர்.

"பாட்டுத் திறத்தாலே வையத்தைப் பாலித்திட" பரா சக்தியை வேண்டிய கவிஞனின் பரந்த நோக்கத்தை குறுகிய வியாபார நோக்கங்கள் சிதைக்கின்றன. நாடெங்கும் பாரதிபாடல்கள் முழங்க வேண்டுமென்று எட்டையபுரம் பாரதி விழாவில் **"ராஜாஜி"** உள்ளிட்ட தலைவர்கள் ஒரு முகமாகக்கூறினர்

எங்கே முழங்குவது? எப்படி முழங்குவது? "என் சொத்து" "எனக்கே உரிமை" என்று தனிமனிதர்கள் உரிமை பேசுகின்றார்களே! அவர் எவ[illegible]கும் உரிமையளிக்காதிருந்தும், கலைஞர்கள், உணர்ச்சியுள்ள இசை வாணர்கள் சினிமாவின்மூலம் இசைத்தட்டுகளின்மூலம் பாரதி பாடல்களை நாடெங்கும் பரப்ப உரிமை மறுக்கப்படுகிறதே! தமிழ்நாட்டின் அமர கவியை இவ்வாறு இரும்புப் பெட்டியில் பூட்டி வைத்து வியாபாரம் நடத்த முயலும் வேடிக்கையை நீங்கள் அனுமதிப்பது முறையா?.....

மகாத்மா காந்தியடிகளின் பொன்னுரைகளை இன்று ஒருசிலர் தனியுரிமையாக்கிக்கொண்டால் நாம் அதற்குத் தலைவணங்க முடியுமா? அதைப் போன்றே மகாகவி பாரதியின் பாடல்களும் பிற இலக்கியச் செல்வங்களும் தமிழ் மக்களுக்கு மட்டுமல்ல, உலகிற்கே பொதுவானதாக வேண்டாமா?

"தேமதுரத் தமிழோசை உலகமெலாம்
பரவும் வகை செய்தல் வேண்டும்"
:"சேமமுற வேண்டுமெனில் தெருவெல்லாம்
தமிழ்முழக்கம் செழிக்கச் செய்வீர்"

என்று வீரமுழக்கம் செய்த கவிஞர் பெருமானுக்குத் தமிழ் மக்கள் செய்யும் கைமாறு இதுதானா?

பாரதிநூல்களை வெளியிடும் உரிமை திரு **விஸ்வனாத ஐயர்** அவர்களிடமும், பாரதிபாடல்களைப் பதிவு செய்யும் உரிமை திரு **A. V. மெய்யப்பச் செட்டியார்** அவர்களிடமும் இருப்பதாகக் கூறப்படுகிறது.

1928-ம் ஆண்டுமுதல் தமிழ் நாடக மேடையில் பாரதிபாடல்களை முழக்கிய எங்களுக்கு, இன்று அவர் பாடல்களைப் படத்தில் பாட உரிமையில்லையாம். சென்ற நான்கு ஆண்டுகளாக எங்கள் அரங்கில் நடித்துவரும்

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"பில்ஹணனை" பேசும்படமாக்கி வெள்ளித்திரைக்கும் கொண்டுவந்திருப்பதை நீங்கள் அறிவீர்கள். நாடகத்தில் பாடப்பட்டுவந்த கண்ணன் பாட்டொன்றைப் படத்திலும் பாடியிருக்கிறோம்....."அது தவறென்றும அப்பாடல் துண்டிக்கப் படவேண்டுமென்றும், அப்பாடல்களைப் பதிவுசெய்யும் உரிமை தன்னுடையதென்றும், "பில்ஹணன்" படம் பாரதி பாடலுடன் திரைக்கு வருமானால் ஐம்பதினாயிரம் ரூபாய்கள் நஷ்டயீடு வசூலிப்பதாகவும், நடவடிக்கை யெடுப்பதாகவும் திரு A. V. மெய்யப்ப செட்டியாரவர்கள் நோட்டீஸ் விடுத்துள்ளார்.

"பாரதி பாடல்கள் தமிழ்நாட்டின் பொதுச் சொத்தென்றும் அவற்றிற்குத் தனிமனிதர் உரிமை கொண்டாடுவதை ஒப்புக்கொள்ள முடியாதென்றும்" நாங்கள பதில் விடுத்துள்ளோம் .....

சட்டப்படி இதற்குத் தீர்ப்பளிக்கவேண்டிய இடம் நீதிஸ்தலமேயென்றாலும், பாரதி பாடல் உரிமைபற்றி சுதந்திர சர்க்காரில் மக்களின் தீர்ப்பென்னவென்று உங்களைக் கேட்க எங்களுக்கு உரிமையுண்டு?

நாட்டு விடுதலைக்குப் பாடிய கவிஞன்! அழியாத பேருண்மைகளைத் தீந்தமிழில் தீட்டிய கவிஞன்!! மக்களுக்காக வாழ்ந்த மகோன்னதக் கவிஞனின் பாடல்கள் தனி மனிதர்களால் உரிமை கொண்டாடத் தக்கவையல்லவென்று சட்டமும் நீதி ஸ்தலமும் தீர்ப்பளிக்க வேண்டிய பரிதாபகரமான நிலையில் சுதந்திர சர்க்கார் இருக்கிறதாவென்று கேட்கத் தமிழ் மக்களாகிய உங்களுக்கு உரிமையுண்டு.

தமிழ்நாடு எங்களை அறியும். ஒருசில பத்திரிகாசிரியர்களும், எழுத்தாளர்களும், தலைவர்களுமே பாரதியை அறிந்திருந்த காலத்தில் நாங்கள் பாரதியை மேடையேற்றி மகிழ்ந்தவர்கள். மக்களுக்கு அரங்கின் மூலம் பாரதியின் எண்ணங்களைப் பறை சாற்றியவர்கள். பாரதி பாடல்களைப் பாட வேண்டுமென்பது எங்கள் இதயத்திலிருந்து எழும் உணர்ச்சி. இந்த உணர்ச்சிக்குத் தடை விதிப்பதைச் சட்டத்தின் துணைகொண்டும், நீதியின் துணைகொண்டும் மக்களின் துணைகொண்டும் எதிர்த்துப் போராட முடிவு செய்திருக்கிறோம்.....

நீங்கள் என்னசெய்யப் போகிறீர்கள்? அண்மையில் கோவையில் நடந்த தமிழ் மாகாண மகாநாட்டில் பாரதி இலக்கியங்கள் பொதுவாக வேண்டுமென நீங்கள் நிறைவேற்றிய தீர்மானத்தைச் செயலாக்க என்ன நடவடிக்கை எடுத்துக்கொண்டீர்கள்? தமிழ் நாடுஉங்களை எதிர்நோக்குகிறது. "பாரதியின் பாடல்களும் இலக்கியங்களும் தமிழ்நாடடின் பொதுச் சொத்து, தனி மனிதர்களுக்கு இதில் எவ்வித உரிமையுமில்லை என்று ஏன் சென்னை சர்க்கார் ஒரு பிரகடனம் வெளியிடக்கூடாது? அமரகவிக்கு சுதந்திர சர்க்கார் இதைவிட வேறெந்த வகையில் அன்பு செலுத்த முடியும்?

நாடு விடுதலை பெற்றது; நாட்டு விடுதலைக்குப் பாடிய மகாகவி பாரதிக்கு அவர் பூதவுடல் நீத்த இருபத்தைந்து ஆண்டுகளுக்குப் பின்னும் விடுதலை இல்லையா?.....

டி. கே. எஸ் சகோதரர்கள்
"ஷண்முக அரங்கம்"

கோவை.
28—3—48.

JEWEL PRESS, CBE, Copies 200,

U.E.

(7)

E.P.H.(G3). 4

MEMORANDUM NO. 26694 '83.48.1.Edn - 2/ 16/4/48

'Bharathi's' songs - Acquiring the copyright - Proposal.

It has come to the notice of the Government that the right of singing and using Bharathi's songs are with two individuals viz., Messrs. Viswanatha Ayya and A.V. Meyyappa Chettiar who have acquired copyright in 'Bharathi', and that there is a great deal of agitation that Bharathi's works should be made free for everybody to utilize. ~~The D.P.I. is requested to examine and report whether Government cannot acquire the copyright under law. He is also~~ requested to state how the two individuals mentioned above acquired the copyright in 'Bharathi'. Songs and whether the question of acquiring the copyright of the Songs was considered previously

To the D.P.I. 16.4.48

14.4.48.

14.4.48

16.4.48

VANDEMATHARAM ! ALLAHUAKBAR !!

Dindigul, Town Congress Comittee.

~~K. T. O. T. Nagarathinam,~~
President.

A. Santha Chettiar,
~~Vice~~- President.

~~R. Nagoor Pitchai,~~
Treasurer.

Date 15.4.48.

~~K. A. Vasimalai,~~
Secretary.

~~M. M. Ronganathan,~~
Joint-Secretary.

Sri பிரதம மந்திரி கனம் பி.பி. ராமசாமி
செட்டியார்
அவர்கள்
சென்னை

HON'BLE THE PREMIER GOVERNMENT OF MADRAS 19 APR 1948

ASST. SECRETARY TO GOVERNMENT EDUCATION AND PUBLIC HEALTH DEPT. 20 APR 1948

ஐயா,

திண்டுக்கல் நகர காங்கிரஸ் கமிட்டி கூட்டம் 10.4.48 இல் சனிக்கிழமை காலை 10-30 மணிக்கு காங்கிரஸ் காரியாலயத்திலே கமிட்டி உபதலைவர் ஸ்ரீ அ. சாந்து செட்டியார் அவர்கள் தலைமையில் நடைபெற்றது. அது சமயம் கீழ் கண்ட தீர்மானங்கள் நிறைவேற்றப்பட்டது.

தீர்மானம் நம்பர் 7.(a)

பாரதியின் பாடல்களும், இலக்கியங்களும் தமிழ் நாட்டின் பொது சொத்து. தனிமனிதர்களுக்கு இதில் எவ்வித உரிமை இல்லை என்று பிரகடனப்படுத்த வேண்டுமென்று சென்னை சர்க்காரை இக்கமிட்டி கேட்டுக் கொள்ளுகிறது.

அ. சாந்து செட்டி
தலைவர்

12

E.P.H(93)

Please see the resolution on page 11 ante.

The matter is ~~was referred to the~~ already under consideration ~~D.P.I.~~ - Vide p. 9 ante. The remarks of the D.P.I. may be awaited till 1-5-48.

21.4.48.

21.4.48

21.4.48

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(8) T.M 13 E.P.H(93)

From the ~~[illegible]~~ Secy to Govt. E.P.H. To The D.P.I.

p. 9 cf

Ref: Govt. Memo. No. 26694.93.48-1. Edn. 2/16.4.48. re: "Bharathi's Songs - Acquisition of copyright

Please expedite your reply to ~~remarks on~~ the memo. cited above.

27/4/48.

27.4.48

27.4.48

Telegrams: "DINASARI" Telephone: 2415

Dinasari

TAMIL DAILY

Editor
T. S. CHOCKALINGAM

POST BOX No. 518
MADRAS - 3

16th April, 48.

Dear Friend,

I am enclosing herewith a copy of the legal opinion given by Dr. A.Krishnaswami Barrister, Madras on the copyright matter of Bharathi works for your consideration and necessary action.

Yours sincerely,

T. S. Chockalingam

(T.S.CHOCKALINGAM)

Hon'ble
Sri T.S.Avanasilingam chettiar,
Minister for Education,
Fort St. George,
MADRAS.

Encl:

A.Krishnaswami,
Barrister-At-Law.

10

Legal Opinion.

The question is whether Saraswathi Stores which has obtained an assignment of the copyright from the author or his widow after death, in respect of his songs and works can effectively or legally prevent members of the public including legal representatives from either publishing songs or rendering them over radio or on the musical platform or on the screen. The relevent provisions which prima facie bear on this question are Section (1) of the Copyright Act, 1911 in England made applicable to India, and Section (3) Section (1) defines the essentials of a copyright. Section (3) specifies the term during which it is to operate and it contains a proviso that after the expiration of 25 years, or 30 years if the copy right subsisted in 1911, the individual seeking to reproduce the work can give notice of his readiness to pay the royalty at the specified percentage to the person entitled to copyright.. Section (5) proviso enacts the fundamental rule of public policy that a grant of a copyright by the owner cannot fetter the reversionary right vested in the legal representatives after the expiry of 25 years, and any agreement to the contrary is declared null and void. The grant may be by the author himself either by document intervivos or by will. In either case it is still a grant by the owner and the outerlimit of 25 years equally applies. It will thus prima facie appear that the legal representatives of the original owner (the owner) can exercise full rights after the expiry of 25 years of the poet and till the expiry of the aggregate of 50 years, after which period it becomes public property. Hence with the consent of the widow, any member of the public can reproduce the work, only paying royalty to the widow, if [illegible]. I am assuming that there is no will of Bharathi in favour

of Saraswathi stores and if there is a will the only consequence is that the royalty goes to Saraswathi Stores instead of to the widow. It must, however be remembered that this does not affect the rights of the public to reproduce the work and conditions under which that right should be exercised are to be determined by an adhoc external body like the Boand of Trade or by the Government and the discretion to grant or refuse is not and cannot be vested in the owner of the copyright, nameiy Saraswathi Stores.

1281

C.F. 304.

OFFICE OF THE

Date 194

Hours ..... Minutes .....

ASST. SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH DEPT.
24 APR 1948

TELEPHONIC MESSAGE.

From D.P.I.

To Sec. Ecl.

Ref:- Your T.M. of 27-4-48
re:- Bharathy's Songs
Acquisition of copyright.
The matter has
been referred to the
Registrar of Books
and a reply will be
submitted shortly.

[Please write on both sides.]

Edn. & P.H.(G3) Dept.

SPECIAL.

Case - Bharathi's Songs - ~~against Messrs.~~ ~~T.S.K. & Bros. for restraining Sri~~ Meyyappa ~~Chettiar from broadcasting the songs~~ - Disposal by the Dt. Judge, Coimbatore.

MEMORANDUM No. 26694-93-48-2. Edn-3/ 29.4.48.

The attention of the Collector of Coimbatore is ~~An extract from the~~ 'Indian Express' d/ 20-4-1948 ~~published~~ under the head 'Use of Bharathi's song in film' - 'Alleged Infringement of Copyright' ~~is forwarded to the Collector of Coimbatore.~~ He is requested to ~~verify whether the position reported in the press report is correct.~~ state whether the facts are as reported and he is also requested to obtain a copy of the judgment ~~and forward to Government.~~ passed in the case.

2. The Collector is requested to treat the matter as special and send his report immediately.

To the Collector of Coimbatore ~~(with a copy of p. 1 (Y).~~

29.4.48.

SPECIAL.

GOVERNMENT OF MADRAS.
EDUCATION AND PUBLIC HEALTH DEPARTMENT.
MEMORANDUM NO. 26694.G3.48.2.EDN.DATED 29TH APRIL 1948.

--

Sub: USE OF BHARATHI'S SONGS - Complaint of infringement of copyright - Disposal by the District Judge, Coimbatore.

--

The attention of the Collector of Coimbatore is invited to the article published in the 'Indian Express' dated 20th April 1948 under the head 'Use of Bharathi's song in film - 'Alleged Infringement of Copyright' and he is requested to state whether the facts are as reported by the press. He is also requested to obtain and forward to Government a copy of the judgment passed in the case.

2. The Collector is requested to treat the matter AS SPECIAL and send his report immediately.

M.V. SUBRAMANIAN,
Secretary to Government.

To the Collector of Coimbatore.

Forwarded/By order

AMG.29.4. SUPERINTENDENT.

C.F. 32.

EDUCATION Department | Received 93 (150) Registered

From (Name) SRI D.S.REDDI, M.A.(Oxon.)

Designation DIRECTOR OF PUBLIC INSTRUCTION,

Station M A D R A S.

To

The SECRETARY TO THE GOVERNMENT OF MADRAS, EDUCATION AND PUBLIC HEALTH DEPARTMENT FORTT ST. GEORGE, MADRAS.

Enclosures:

ROC. No. 432-J/48. dated 4th May 1948.

Sir,

'Bharati' Songs - Acquiring the copy right - Proposal.

Reference:-Government Memorandum No.26694-C3/48-1 Education dated 16th April, 1948.

This office has no information on the point raised in the Government Memorandum cited above. A reference was made to the Registrar of Books and a copy of his reply is enclosed.

FOR DIRECTOR OF PUBLIC INSTRUCTION.

ks.5.5.

ENCLOSURE.

Copy of U.O.306/48 dated 28.4.1948 from the Registrar of Books,Madras to the Director of Public Instruction, Madras.

As the practice of the registration of copyright ceased since the introduction of the Copyright Act (Act III) of 1914 (as amended) and as the popular songs of the late Subramanya Barathiyar appear to have been published in book form only after the year 1920 or thereabouts, the copyright of his works was not registered in this office. However, the memorandum of particulars submitted in the year 1922 along with the 1st edition of the poet's book entitled 'Swadesa Gitangal Parts I and II' shows that Mrs.Chellamma Barathi was holding the copyright. The memoranda of particulars received from the printers of Bharati's works in later years indicate that the ownership of the copyright subsequently changed to Messrs. Barathi Pracuralayam, Madras.

/True copy/.

FOR DIRECTOR OF PUBLIC INSTRUCTION.

27

-2-

E.P.H(83)

5568/4.5.48.

Legal D.O. in continuation of this Dept's

D.O.No. 31918-83-48-1. Edn-2/ 4.5.48.

6.5.48.

6.5.48

E.P.H No. 33447-83-48-1

10.5.48.

A2 5636

ASSISTANT SECRETARY
11 MAY 1948
LEGAL DEPARTMENT

From Lt.K.P.Kunhambu, B.E.,
Commissioner Delegate,
Salem Municipality, Salem.

TO
The Secretary to Government,
Education & P.H.Dept.,
Fort St.George, Madras.

Roc.No.C5.9116/48, Dated 17/5/1948.

Sir,

37416

COUNCIL - Salem Municipal Council - Right of publication and singing of the songs of Sri Subramania Barathi - to be made a common property of the nation - Council's resolution - communicated.

I am submitting herewith a copy of Municipal Council's resolution No.290 dated 12-5-48, resolving to request the Government to cancel the right of publication and singing of the songs of Sri Subramania Barathi, now in the hands of private individuals and to render the songs as a common property of the nation, for favour of consideration and orders of the Government in the matter.

K.P. Kunhambu
COMMISSIONER D.

SS/-18.5.48.p
Encl one.

Forwarded

Vice-Chairman,
Under Sec.18(1) of M.D.M.Act.

SALEM MUNICIPALITY.

Extract from the Proceedings of the Municipal Council, Salem, passed at its meeting held on 12-5-1948.

M.C.R.No.290.

20 MAY 1948
SECRETARIAT

Read RESOLUTION OF SRI M.N.RENGACHARI, M.A., B.L.,-

This Council while regretting for keeping at the hands of private individuals the right of publication of singing the songs of Sri Subramania Barathi, the great poet, the father of reorganisation of Tamil Literature, and who had inspired the spirit of nationalism through his unique songs resolves to request the Government to cancel all such rights and render the songs as a common property of the nation.

CARRIED.

Sd/- N.Jagannathan,
Chairman,
Municipal Council, Salem.

/True copy/

From
F.W.A.MORRIS ESQ.,O.B.E. I.C.S.,
District Magistrate,
COIMBATORE.

To
The Secretary to Government,
Education and Public Health Dept.
MADRAS.

L.Dis. 2233/M/48. Dated 16.5.48.

SECRETARY TO GOVERNMENT
20 MAY 1948
EDUCATION AND PUBLIC HEALTH DEPT.

Sir

Sub: U[illegible] of Bharathi's Songs - complaint of infringement of copyright [illegible]posal by the District Judge, Coimbatore - Copy of judgment - [illegible]furnished.

Ref: Government Memorandum No.26694 G3 48 1 Edn. dated 29.4.48.

I enclose herewith a copy of the order passed in I.A.No.329/48- O.S. 4/48 on the file of the District Judge,Coimbatore.

The facts reported by the press are true. Only in the I.A. the court has passed orders. The suit is pending.

FOR DISTRICT MAGISTRATE.

MbM.17.5.

Copy to: District Superintendent of Police, Coimbatore for information with reference to his letter C.No.62/Camp/48 dated 5.5.48.

In the Court of the District Judge of Coimbatore.

Present: B.Koman Esq., B.A.,B.L., I.C.S. Bar-at Law.,

District Judge.

Friday the 16th day of April,1948.

I.A.No.329 of 1948 on O.S.No. 4 of 1948.

A.V.Meiyappa Chettiar. ... ... Petitioner (Plaintiff).

Versus.

1. T.K.S. and Brothers Coimbatore.
2. Salem Shanmuga Films Coimbatore.
3. Ramanathan Pictures Karikudi.
4. Sankar Pictures, Srirengam.
5. Jaya Films, Salem --- ... ... Respondents (Defendants).

Petition dated 7.4.1948 under Order XXXIX Rule 2 and Section 151 C.P.C. praying to pass an order of interim injunction restraining the defendants from delivering any copy of the film to any distributor and from distributing and exhibiting the film "Bilhanan" containing the sound record of Subramaniya Bharathis Song commencing with the words "Thoondir Puzhuvinaippol" till the disposal of the suit.

This petition coming on this day having been heard on the 15th day of April 1948 before me, upon perusing the petition, affidavit and other connected papers in the case and upon hearing Sri. N.S.Venkatasubba Ayyar, vakil for the petitioner and Sri. K.Thandavam Chettiar, advocate for Messrs. P.S.Venkatakrishna Ayyar, and A.Nanjappa chettiar, vakils for the respondents 1, 3 and 5 and respondents 2 and 4 remaining absent, and having stood over to this day for consideration, the court made the following,

O R D E R:

The petitioner who is the plaintiff in O.S.No.4 of 1948 claims to be the exclusive owner of the copy right in a song composed by the late subramanya Bharath well known poet which the petitioner alleges has been introduced in a Tamil Talkie Film called 'Bilhanan' produced by the 1st and 2nd defendants. It is alleged in the petition that the respondents are likely to release the picture and thereby commit an infringement of the petitioner's right to the copyright. The suit has been filed for a permanent injunction to restrain the respondents from publishing the song and in the present petition interim orders of injunction are prayed for.

2. The respondents deny that the petitioner has acquired the copyright to the song or for that matter to any of the literary works of Subramanya Bharathy. The 1st respondent also contends that the poet had given the entire right in his poems under the heading "Kannanpattu" to one Nelliyappa Pillai.

3. The main question that arises for consideration in this petition is, whether interim orders of injunction are to issue. It may be mentioned here that on the first day of the Tamil New year, namely 13.4.1948 the picture which is stated to have been released in various places, the particular poem the subject matter of this petition admittedly is made up of a few lines taken from diffe parts of a major poem composed by Subramanya Bharathy. Those parts have been to run together to form a song which it is stated has been recorded in about 2 feet of film though in the objection statement it is given as 90 feet. It has been stated that the pictorial representation of the subject matter of the song also been filmed and is exhibited in the picture along with the song.

4. There appear to be several reasons why the issue of an interim order do not seem advisable. The respondents though they had not produced any evidence support of their contention contend that the copyright to this song as well as the larger poem of which it forms a part has been assigned to one Nellayappa Pil According to the plaintiff some years after Subramanya Bharathy's death, his leg heirs his wife and daughters assigned the copyright in favour of Bharathi Prasur layam under Exhibit A1, who in turn assigned the copy right of broadcasting the to Jeshinglal K.Mehta under Exhibit A2 in 1934. Jeshinglal Mehta in turn assi his entire rights to the present plaintiff under document Exhibit A3 date 1

(Please turn ove

5. On behalf of the petitioner certain other documents had been filed to show that the Governmnts of Madras and Travancore as well as others had on several occasions approached the petitioner and his predecessor-in-title and had taken permission before broadcasting or singing in public Bharathi's songs. This may be so, but as contended for the respondents, it might be that these people to avoid trouble got such permission from the petitioner and his predecessor-in-title without bothering themselves to find out whether the petitioner or his predecessors had a legal and valid title to the copyright.

6. It is contended on behalf of the respondents that in the original assignment of the copyright under deed Exhibit A1, what was assigned is the sole right of "editing, publishing, translating and selling the said literary works and books" and that this assignment did not include the right of broadcasting and other rights to these poems and that therefore the assignments under Exhibits A2 and A3 are of rights which the assignors in those cases had no right to. This is a point regarding the actual construction of the document Exhibit A1 which to my mind can be only more appropriately heard in the trial of the suit. It cannot in any case be held in this present application that the plaintiff has a prima facie case of title in his favour.

7. Certain other legal objections are also raised by the learned counsel for the respondents. It is contended on their behalf that under Section 5 of the Indian copyright Act, on the expiry of 25 years from the death of the author the assignment ceases and the reversionary right in the copyright devolves on his legal personal representatives as part of his estate and as the assignment was by the author to Nellayappa Pillai it is the heirs of the deceased Subramania Bharathi namely, the widow and the daughters who would be entitled to the copyright. Subramania Bharathi died on 1921. Another contention raised on behalf of the respondents is that Subramania Bharathi was for a long time living in Pondicherry, a French Possession and outside British India and that this work must have been published in Pondicherry while he was there and therefore would not come under the provisions of the Indian copyright Act. It is thus seen that there are several points arising in this case which have to be thrashed out completely. There is no prima facie evidence that the work comes under the India copyright Act and that the petitioner has a prima facie title to the copyright.

8. The only other question which has to be considered is , if the petitioner has exclusive copyright to the song complained of, the action of the respondents in including the song in this particular picture that has been released is likely to cause such damages as cannot be properly assessed. For the respondents it is contended that a scheduled rate of royalties is fixed under the relevant Act and rules and therefore there ought to be no difficulty in assessing damages that might be sustained by the petitioner. Whether that contention is correct or not, it is clear that the damages that the petitioner is likely to suffer by the infringement of his copyright, if any, is not one that cannot be properly assessed. He acquired his right, according to his contention, by the payment of a certain amount. The total earnings in the picture released could easily be ascertained. There should therefore be no difficulty in assessing damages in this case.

9. There is a dispute between the parties as to when exactly the petitioner became aware of the intention of the respondents to include the disputed song in the picture and as to whether it would not have been possible for the petitioner to have come up much earlier with his suit and application for interim injunction. It seems unnecessary at this stage to go into a detailed discussion on this point. But it is seen that this suit was filed only on 7.4.1948. The only thing that can be done to minimise any wrong that may be done to the petitioner ~~xxx~~ is to have the suit got ready and posted expeditiously for trial. This will be done.

10. The petition is dismissed. Costs to abide the result of the suit.

Pronounced in open court this 16th day of April 1948.

(TRUE COPY)

SD/ B.KOMAN.
DISTRICT JUDGE.

****

List of Exhibits filed.

For plaintiff:

A1.	15.6.1931.	Certified copy of deed of assignment of copyright by C.Subramania Bharathi's widow and daughter to Bharathi Prasuralayam.
A2.	4.8.1934.	Certified copy of deed of assignment of copyright in Broadcasting rights by Bharathi Prachuramalayam to Jeshinglal K.Mehta.
A3.	10.9.1946.	Assignment by Jeshinglal K.Mehta to Plaintiff.

List of exhibits filed.

A4.	16.11.1946.	Letter from Travancore Broadcasting station to Messrs.Surajmal.
A5		
A4a.	19.11.1946.	Letter from Surajmal to plaintiff.
A4b.	25.11.1946.	Office copy of plaintiff's letter to Travancore Broadcasting Stn.
A4c.	28.11.1946.	Letter from Travancore Broadcasting Station to plaintiff.
A.5.	11.3.1947.	Letter from Seshasayee to Messrs. Surajmal & Sons.
A5a.	14.3.1947.	Letter from Surajmal to plaintiff.
A5b.	24.3.1947.	Letter from Seshayee to plaintiff.
A5c.	4.4.1947.	Office copy of plaintiff's reply to Seshayee.
A6.	19.3.1947.	Letter from All India Radio, Madras to plaintiff regarding permission to Srimathi D.K.Pattammal.
A7.	22.5.1947.	Letter from Salem Murthy Pictures to plaintiff.
A7a.	5.6.1947.	Office copy of plaintiff's letter to do.
A8.	19.7.1947.	Letter from all India Radio Trichinopoly to Plaintiff.
A9.	7.8.1947.	Letter to plaintiff by R.Easwaran.
A9a.	8.8.1947.	Office copy of Telegram to A.I.R.Madras.
a9b.	8.8.1947.	Office copy of plaintiff's letter to A.I.R.Madras.
A9c.	8.8.1947.	Office copy of plaintiff's letter to R.Eswaran.
A.10.	8.8.1947.	Letter from A.I.R.Trichi to plaintiff.
A.10a.	9.8.1947.	Office copy of plaintiff's letter to A.I.R.Trichy.
A.11.	16.8.1947.	Letter from A.I.R.Madras to plaintiff.
A12.	2.9.1947.	Letter from Travancore Broadcasting Station to plaintiff.
A12a.	7.9.1947.	Office copy of plaintiff's letter to the above.
A12b.	15.9.1947.	Letter from Travancore Broadcasting Station to plaintiff.
A13.	22.12.1947.	Letter from A.I.R.Trichy enclosing Royalty by the Government to Bharathi's songs.
A14.	22.8.1947.	Certified copy of decree in C.S.Nos. 118/42 and 122/43 High Cou Madras.
A15.	29.1.1948.	Office copy of registered notice by plaintiff's advocate to defendants 1 and 2 and to Central Studios.
A16.	-do-	Office copy of registered letter to defendants 3 and 4.
A.17.	3.2.1948.	Registered reply notice by 1st defendant's advocate.
A18.	5.2.1948.	Registered reply notice sent by 2nd defendant's pleader to plaintiff's advocate.
A19.	7.2.1948.	Registered reply notice by Sri.K.Srinivasa Ayyar on behalf of Ce Studio Coimbatore to Plaintiff's advocate.
A.20.	14.2.1948.	Office copy of plaintiff's advocate's registered notice to 1st defendant's advocate.
A.21.	5.3.1948.	1st defendant's advocate's reply notice to plaintiff's advocate.

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A.22.	11.3.1948.	Office copy of plaintiff's advocate's letter to 1st defendant's advocate.
A.23.		Wall poster.
A.24.		Song book of "Bilhanan".

FOR DEFENDANTS: A.25. 14.4.1948. Telegram by plff. to his pleader.

B.1.	14.4.1948.	Letter from Ramanathan Pictures to the 1st defendant.
B.2.	March 1948.	March issue of "Pesumpadam".
B.3.	Feb.& March 48.	Issue of Tamil Padam.
B.4.	Feb. 1948.	Feburary issue of Pesumpadam.
B.5.	Oct. 1947.	October 1947 issue of Tamil Padam.
B.6.	21.2.1948.	Daily issue of Hindu.
B.7.	Jan. 1948.	January issue of "Tamil Padam".
B.8.	Dec. 1947.	December issue of "Cinema Ulagam".
B.9.	1943.	1943 Avvayyar issue.
B.1o.	1941.	1941 issue of clerk's daugher.
B.11.	March 1946.	Issue of "Prasanda Viktan".
B.12.	Aug.1946.	Issue of Tirumagal.
B.13.	1947.	Book on national songs.
B.14.	14.4.1948.	Thinathanthi.

SD/ B.KOMAN.
DIST.JUDGE.

(TRUE COPY)

MbM.17.5.

FOR DISTRICT MAGISTRATE.

17.5.
18/5

1925ல் நிறுவியது.

தேதி 7/5/48

கனம்
கல்வி அமைச்சர் அவர்கள்,
சென்னை

பெருந்தகையீர்,

வணக்கம். 5.5.48 தீ ஸ்ரீ ராம கிருஷ்ணா வித்யாலயத்தில் தங்களிடம் நேரில் கூறியபடி 'பாரதியார் பாடல்' சம்பந்தமான தஸ்தாவேஜுகளை இத்துடன் இணைக்கப்பட்டுள்ளன. Mp38-46

இதயபூர்வமான தங்கள் முயற்சிகள் விரைவில் பயனளிக்குமாக....

அன்பு, டி. கே. ஷண்முகம்

(7)

SECTION.

If at any time after the death of the author of a literary dramatic or musical work, which has been published or performed in public, a complaint is made to the judicial committee of the Privy Council that the owner of the copy right in the work has refused to republish or to ~~xxx~~ allow the republication of the work or has refused to allow the performance in public of the work, and that by ~~xxxx~~ reason of such refusal, the work is withheld from the public, the owner of the copyright may be ordered to grant a licence to reproduce the work or perform the work in public as the case may be on such terms, and subject conditions as the judicial committee may think fit.

****

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Exhibit P-2. A1 (27)

40

Deed of assignment dated this 15th day of June 1931 and made between (1) Chellama Bharathi, widow of the late C.Subramania Bharathi, a hindu of the Smartha Brahmin caste, residing at Kadayam, Ambasamudram Taluk, Tinnevelly district (2) Thangammal, wife of K.H.Sthanoo Iyer, a Hindu of the Smartha Brahmin caste, residing with her husband at Mallacca, straight Settlements and (3) Sakuntala, wife of K.Natarajan, a Hindu of the Smartha Brahmin caste, residing with her husband at Seramban, Federated Malay States of the 1st part and (1) Pandit Harihara Sarma, son of Venkatakrishna Iyer (2) C.Viswanatha Iyer, son of Chinnasami Iyer and (3) K.Natarajan, son of Krishnasami Iyer, all Hindus of the Smartha Brahmin caste, carrying on business in Co-partnership under the name of "Bharathi Prachuralayam" at No.567, High Road, Triplicane, Madras, of the other part,

Whereas the parties of the 1st are, as the heirs of the late C.Subramania Bharathi, the Proprietors of the copyright in the literary works and books mentioned in the schedule hereto and whereas Chellammal Bharathi, the first named among the parties of the first part has, in pursuance of an arrangement entered into by her with Pandit Harihara Sarma, been carrying on the business of publishing and selling the said literary works and books of the late C.Subramania Bharathi and whereas on a valuation of the assets and liabilities of the said business, it has been found that the said Chellammal Bharathi has, in consultation with her adult daughters, Thangammal and Sakunthala and with their consent agreed to convey and assign the entire copyright and other proprietory rights of the late C.Subramania Bharathi in the said literary works and books for a consideration of Rs4,000 whereof Rs 2,000 has been agreed to be paid in manner hereinafter appearing and whereas the said Thangammal and Sakunthala have agreed to join in the execution of these presents to evidence that the assignment is for the benefit and advantage of the Estate and that they have given their full consent to the agreement being carried out.

Now this deed of assignment witnesseth as follows:-

1. In pursuance of the said united agreement and in consideration of the sum ofRs 4,000(Rupees Four thousand) paid and agreed to be paid by the parties of the other part to the first named of the parties of the first part(as the parties of the first part hereby acknowledge)they, the parties of the 1st part, as beneficial owners, hereby absolutely convey and assign the entire Copyrights and other proprietory rights of the late C.Subra-

-mania Bharathi in the literary works and books mentioned in the schedule hereto.

2. The parties of the other party have paid, by adustment and in cash, a sum of Rs.2,400 to Chellammal Bharathi, among the parties of the first part, as part of the consideration and the balance of Rs.1,600 shall be paid in half yearly instalment of Rs.200 to the said Chellammal Bharathi until it is fully paid. The first of such instalments shall be payable on or before the 10th day of January 1932.

3. Immediately on the execution of these presents the parties of the other part shall take over for their own absolute use and benefit all the stock and assets of the said business and they shall have the sole right of editing, publishing, translating and selling the said literary works and books, free from any claim or interference at the instance of the parties of the first part or the heirs of the late C.Subramania Bharathi or persons claiming under them.

4. It is however expressly agreed that until the purchase price is fully paid, the vendors' lien possessed by the parties of the one part over the copy rights shall continue to be effective and they shall on non-payment of the balance of the purchase price, be entitled to recover the same by enforcing such vendors' lien.

5. Subject only to the vendors' lien aforementioned, the parties of the first part shall cease to have any right, proprietory or otherwise, in the said literary works and books and the parties of the first part shall be entitled as owners, to deal with the copy rights and other properietory rights in any way they choose.

6. The overdue instalments of purchase price shall bear interest at 9 per cent per annum from the date of which such instalments or any of them becomes due till date of payment. Failure to pay two consecutive instalments shall entitle the said Chellammal Bharathi to collect the entire unpaid balance without reference to the period fixed.

7. Wherever the words "Parties of the first part" and "parties of the other part" occur, they shall be deemed to include their respective heirs, legal and personal representatives and assigns.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

The schedule.

1. Deseeya Geethangal.
2. Sthothirapadalgal.
3. Vedantha Padalgal.
4. Vinayagar Nanmanimalai and Kannan Pattu.
5. Puthia Athichudi, Pappa Pattu, Murasu and Bharathi Arupatharu.
6. Katchi.
7. Panchali Sapatham.
8. Bagavad Gita-Tamil translation with introduction.
9. Gnanaratham.
10. Chithakkadal, Stray thoughts etc.,
11. Patanjali Yoga Sutram and Poesy of the veda Rishis.
12. Chandrigai.
13. Vavatantra Stories.
14. Tharasu.
15. Kathaikothu.

(Immanuscripts)

1. Essays and other miscellaneous works.

Signed and delivered by the abovenamed Chellamma Bharathi, Thangammal and Sakuntala in the presence of

P.A.Srinivasan
Rangachari.

Chellamma Bharathi.
Chellamma Bharathi as the duly constituted agent of Thangammal and Sakunthala.

Signed and delivered by the abovenamed Pandit Harihara Sarma, C.Viswanatha Iyer and K.Natarajan in the presence of

P.A.Srinivasan
Rangachari.

Harihara Sarma
C.Viswanathan
C.Viswanathan as the duly constituted agent of K.Natarajan.

Registration endorsemetns.

presented in the office of the Sub Registrar of Triplicane between the hours of 1 and 2 P.M. on the 12th October 1931 by Chellamma Bharathi

A.M.Abdur Rahman
Sub Registrar.

Execution admitted by

Left thumb.

C.Chellamma Bharathi, wife of C.Subramania Barathi (Brahmin)

No 20, Raja Hanumantha Lala Street, Triplicane at present.

C.Chellamma Bharathi do as agent of Thangammal and Sakunthala.

Harihara Sarma son of Venkatakrishna Iyer, do, Hindu, Propoganda do at present.

C.Viswanathan do do as agent of K.Natarajan.

Identified by

P.A.Srinivasan, son of Thiruvenkatachariar, Brahmin,

Vaishnavite, clerk, residing at No.146, Chinna Bazzar, Roxad Madras.

P.V.Krishnamurthi, son of P.S.Subramania Iyer, Brahmin, Saivite, residing at No.1/30 Ranganathan Street, Triplicane, Madras.

12th October 1931.

A.M.Abdul Rahman
Sub Registrar.

Registered as No.74 of 1931 of Book 4 Volume 53 pages 122 to 126.

4th November 1931.

A.M.Abdul Rahman
Sub Registrar.

The seal of the Sub Resistrar of Triplicane.

Exhibit P-2 produced by the witness before the Commissioner.

K.Venkatesan,

Commissioner,
26-12-1943.

Ex. A2

DEED OF AGREEMENT dated this 4th day of August 1934 entered into between "Bharathi Prachuralayam" a Partnership firm of which the Partners are:-1.Pandit Harihara Sarma. 2.C.Viswanathan, 3.K.Natarajan and carrying on business at Triplicane, Madras of the FIRST PART;AND JESHINGLAL K. MEHTA of the SECOND PART;

WHEREAS THE Party of the First Part the said "Bharathi Prachuralayam" has acquired the entire rights of the estate of the late.C.Subramonia Bharathi in the literary and other works of the said deceased by deed of exclusive and complete rights thereto:

AND WHEREAS the Party of the Second Part requested the Party of the First Part for a partial assignment of the rights of Party No.1 in and to the extent of making records in gramophones and in talkies or any other sound producing the Broadcasting device of the works of the late Subramonia Bharathi of which Part No.1 is now seized of, in consideration of the terms and conditions referred and detailed hereunder:

AND WHEREAS Party No.1 has agreed thereto,

NOW the terms and conditions of the said Agreement between the parties are as follows:-

1. Party No.II hereby agrees to pay and has accordingly paid a sum of Rs 450/-(Rupees Four hundred and fifty only) to Party No.I the receipt of which Party No.I hereby acknowledges and admits.

2. In consideration of the said sum of Rs 450/-referred to above Party No.I hereby grants and conveys and assigns a portion of their rights to Party No.II, viz., the right of making records in gramophones and in talkies of the Tamil Songs inclusive of Viruthams, Verses, dialogues and stories of the late C.Subramonia Bharathi published and not published and inclusive of those in manuscripts and Party No.II shall have the exclusive right of making records in Gramophones and talkies or use the same in any other sound producing or Broadcasting devices in repect thereof;

3. Party No.I hereby also accords, grants and conveys in favour of Party No.II the exclusive right of making records in gramophones and in talkies or any other sound producing or broadcasting devices as mentioned above in respect of all the English works, poems, essays and stories of the late Subramonia Bharathi and in consideration therefor Party No.II herein agrees and undertakes to pay Party No.I and royalty of one anna per record sold and proceeds obtained by Party No.II.

4. Party No.II hereby agrees and undertakes to keep and maintain true and regular accounts in respect of the records made and sold by the and ~~sja;;-wjemever-ca;;ed-i-pm-n-~~shall whenever called upon by Party No.I give free access for inspection thereof;

5. Party No.II shall also submit a yearly statement containing a true record of all the sales and transactions during the year relating to the subject matter of the agreement herein.

6. Party No.II shall pay Party No.I the amount accrued due and payable by way of the said royalty at the end of each year and thereafter the said amount shall carry interest at 6 per cent per annum.

7. It is hereby expressly and distinctly understood that Party No.I shall be entitled to the royalty stipulated above on the sales of records pertaining to English works for cash.

8. The parties herein further distinctly and expressly agree that in and by this agreement Party No.II shall have only the exclusive right for the purpose of making records in gramophones and in talkies and any other sound producing and broadcasting devices and shall not be entitled to any other rights whatsoever which shall remain and continue to remain vested in Party No. I.

9. Party No.II shall be satisfied with the covenant of Party No.I that Party No.I has not previous hereto assigned or dealt with the rights granted by Party No.I to Party No.II under clauses 2 and 3 hereunder. In case thereis any infringement of the limited rights granted by Party No.I to Party No.II shall at his own cost proceed in respect of such infringement and party No.I shall not be required to institute or defend any proceedings.

In that behalf.
Witnesses;
Sd.Rangachari.
Sd.Kameshankar.4-8-'34.

Bharathi Prachuralayam
by
Sd.C.Visvanathan.
Sd.Jeshing Lal.

Certified to be a true copy, dated this 23rd day of July 1945.
Copied by A.Balasubramanian.
Sd.G.Venkatsubramaniam.

Ex. A3

This Agreement made this day Tenth of September 1946 between Mr.Jeshinglal K.Mehta, son of Keshavlal Mehta, residing at No.313,Esplanade Madras, the First Part and Mr.A.V.Meiyappa Chettiar, son of Avichi Chettiar residing at No.27, Balajinagar, Royapettah, Madras of the Second Part.

Whereas the party of the First Part, the said Jeshinglal K.Mehta has acquired a partial assignment of the rights held by the Late Subramania Bharathi, by the Deed dated the 4th August 1934, hereto annexed and delivered to the party of the Second Part.

pp 44-45 above

Whereas the said Party of the Second Part requested the Party of the First Part ~~of~~ for an assignment of the entire rights acquired by him from the said Bharathi Prachuralayam in consideration of the sum of Rs 9,500/-(Rs.Nine Thousand five hundred)only for which a sum of Rs.2,500/- (Rs Two thousand and five hundred) has been paid to the Party of the First Part by the Party of the Second Part on 6-4-1946 and Rs.7,000/- (Rs.Seven Thousand) on signing this agreement;

Whereas the Party of the First part has agreed thereto, This Deed witnesseth the Assignment by the part of the First Part to the party of the Second part, of the entire rights acquired by him from the said Bharathi Prachuralayam over the literary and other works of the late C.Subramania Bharathi in English and in Tamil, for sound producing or broadcasting devices, by the said Deed dated the 4th August 1934.

It is further agreed that the party of the Second Part agrees and undertakes to pay directly to the said Bharathi Prachuralayam the royalty of one anna mentioned in para 3 of the said Agreement dated the 4th August 1934 between the party of the First Part and the said Bharathi Prachuralay

Item (2) on p 44 ante

The expressions "Party of the First Part" and "the Party of the Second Part" shall wherever the context admits, include besides the said parties, their respective heirs, legal and personal representatives and assigns.

pp 44-45 above

The original Agreement dated the 4th August 1934 has been delivered to the Party of the Second Part and the Party of the First Part has no further claims or any liabilities any more in the matter.

In Witness Whereof the parties hereto have set their hands the day and year first above written.

Party of the First Part:
Sd. Jeshinglal

Party of the Second Part
Sd. A.V.Meiyappan.

Witnesses:
Sd.G.Ranganathan,S/o K.Gopaladesika Iyengar,C/oA.V.M.Productions,Madras
Sd.N.Raghunathan,15-B Kesavaperumal Street, Mylapore, Madras.

48 G3 53354 I 8.6.48 G3 48

HON'BLE THE 7 - JUN 1948 GOVERNMENT OF MADRAS

26

Home

Madras,
Dated 2nd June 1948.

From
Av.Meiyappa Chettiar,
Film Producer & Director,
27, Balajinagar,
Royapettah,
Madras.

ASSISTANT SECRETARY TO GOVERNMENT 8 - JUN 1948 HOME DEPARTMENT

To
The Hon'ble The Premier,
Government of Madras,
M a d r a s.

Respected Sir,

I am submitting this communication to your goodself as the Head of Government regarding a matter which has been, now and again, a subject of discussion in some circles in Tamilnad. My only justification for troubling you with this matter is the public interest which may be said to be involved.

2. I am a Film Producer and Director of standing in South India. Among the recent Films produced by me are 'Sri Valli' and 'We Two'. These - and also the other Films of mine - have been very widely appreciated by all classes of people. Competent critics have been pleased to observe that they provide popular entertainment compatibly with perfect cleanliness and high-quality art in production. My aim has been to produce only such good pictures to which no exception can be taken by even the most fastidious critics.

3. If I may venture to make a request, I shall deem it a great favour indeed to be allowed to arrange special shows of these and other Films of mine to your goodself and the Hon'ble Ministers and members of the Government and any other personages.

(carried over)

4. In pursuance of my plan of combining moral purpose and instructional value with entertainment, I obtained by purchase the entire rights, (confined, however, to film production, gramophone recording and broadcasting) in respect of the songs, poems and other compositions and works of our late Sri C.Subramania Bharathi Avargal of revered memory. I have paid about Rs.10,000/- for purchase of these rights.

5. After spending very considerable time, labour and research, I have succeeded in making some of the songs of Bharathi almost a house-hold word in Tamil Nad by having them introduced in appropriate setting and in a most competent manner by artistes of repute. I have also had them recorded in gramophone plates and thus popularised them still further.

6. I believe in the doctrine that in order that the public may get the best possible benefits, the songs of Bharathi should be sung only by high-class artistes in proper manner. Otherwise, in my opinion, the songs are apt to detract in value.

7. While our ideal should be that Bharathi's songs should be sung in tens of thousands of homes and by hundreds of thousands of persons, it is, all the same, necessary that the patterns and precedents of singing them must be unexceptionable.

8. The ownership of exclusive rights by me has so far helped to maintain the quality of the songs

(Carried over)

sung at a very high level of excellence. I have allowed, in regard to gramophone recording, musical pieces sung only by such top-quality artistes as Srimathi M.S.Subbulakshmi, Srimathi D.K.Pattammal and Sri T.R.Mahalingam.

9. I have communicated to the All India Radio authorities and also to those of the Travancore and Mysore Radios granting them for all time to come permission to use unreservedly and gratis all or any of the songs the copyright of which is owned by me.

10. I am willing also to give such permission in other cases of public service. In the case, however, of film producers and gramophone recording concerns, I feel that the position is different. Their primary aim in utilising Bharathi's songs in their Films and gramophone records is not public service, but is exploitation for commercial purposes of the public good-will and popularity.

11. This differentiation of mine - between those who value art for its own sake and those who exploit it for commercial purposes - has been misrepresented by some interested parties as my "imprisoning Bharathiar's soul orworks" etc.,etc., and by such misrepresentations public opinion is sought to be canvassed against me. The difficulty is accentuated by the fact that these interested parties have been able, by some specious reasoning, to get as their supporters some gentlemen whose patriotism, disinterested motives and bona fides are absolutely above question.

(Carried over)

12. Since, however, the interested persons are wanting to develop the controversy and misrepresent facts for their own ulterior purposes, attempted solutions calculated to serve public interests or conduce to public good become infructuos.

13. In the circumstances, I have come to the conclusion that the best course to adopt is to seek your advice and guidance in the matter. With this end in view, I desire to make the following proposals for favour of Government's consideration:--

(i) I shall most happily and willingly convey and assign <u>as a gift</u> to a Trust composed of myself (or, in my place, one approved nominee of mine) and two or more members to be nominated by the Government.

(ii) Applications from Film Producers or Gramophone Recording organisations for permission to use Bharathi's copyright works are to be made to this Trust and are to be dealt with by this Trust on such terms as the Trust may determine. The royalty or profits, if any, are not to be distributed to any persons or concerns but will be devoted by the Trust to objects calculated to further Bharathi's life work or our country's cause in such manner as the Trust may decide.

(Carried over)

(30)

(iii) The Trust consisting of at least three persons of whom all except one are nominated by the Government, it cannot be reasonably said that I have any control over the Trust's decisions or actions.

(iv) In view of my having incurred a large outlay in the purchase of the copyrights which I am now offering free to the Trust, I request that, so far as my own film productions or gramaphone recordings are concerned, I may be allowed to use any of the copyright pieces as a matter of course. But, I do not ask for any exclusive rights in respect of any such pieces, that is, the Trust may, at its discretion, give the same pieces to anybody else for their use also.

(v) The rest are, I think, matters of detail and I shall accept whatever the Government may decide.

14. I trust that the solution outlined above will be viewed as a practical, helpful and most satisfactory solution. For, if and after such a solution is adopted, it cannot be said that the control of literature of national interest is with any private individual, however high and laudable his motives or conduct may be.

(carried over)

I shall be very pleased to call personally, if so directed, or otherwise do whatever I may be directed to do in this matter. I shall deem it a great favour to receive your directions at your early convenience.

With respects,

I am,
Yours faithfully,

(Av.Meiyappan)

59
12

Confidential

(32)

Memo No. 2866 94/48 G3 S 9-7-48

60

Bharathi's Songs — Acquiring of copyright

The Govt. propose to acquire the copyright of all the ~~ng~~ works of the late Poet Sri Subramania Bharathi. Sri A.V. Meiyappa Chettiar, film producer, Madras, has claimed the copyright in respect of film production, gramophone recording and broadcasting of the songs, poems and other compositions and works of the late Bharathi. He has offered to the Govt. to assign his rights as a gift to a Trust composed of himself and two or more members nominated by Govt. It is understood that a case is pending before the Dt. Court, Coimbatore, in which the claim of Sri Meiyappa Chettiar ~~is~~ to certain works of the late poet has been contested. The original

A copy of his letter dated 2-6-48, is enclosed.

p54 cf

pages 48-58 cf

pages 32-33 cf

deeds (or ~~pub~~ their public copies) of assignment in respect of the late Bharathi's works may therefore be in the Dt. Court, Coimbatore. The Govt. Pleader, Coimbatore is requested to examine the records in the suit with, of course, the permission of the Dt. Judge and also ~~examine the rights~~ the title of Sri Meiyappa Chettiar to the copyright and send a report to the Govt. whether or not Sri Meiyappa Chettiar has a valid title to the copyright and if he has a valid title to what extent.

The ~~Dt. Judge~~ Govt. Pleader is requested to treat the matter as very urgent and confidential

CCS 8/7/48 — 8-7-48 — 8/7/48

Despatched with enclosure 10.7.48

To The Govt. Pleader Coimbatore (with enclosure copy of ...)

Confidential

G3 (33)

62

From
Sri. A. Palanisami Goundar, BA, BL,
Government Pleader,
Coimbatore

Coimbatore
Dated 22-7-1948

No.

Received in an unsealed ordinary cover

To
The Secretary
To The Government Educational and Public Health Department
MADRAS

Ref: Memorandum No. 26694-48-G-3 dated 9-7-1948

Sir,

Sub: Bharathi's songs-acquiring of Copyright

55011

Sri. A.V. Meyyappa Chettyar has filed a suit in O.S. No. 4 of 1948 on the file of the District Judge of Coimbatore against Messrs T.K.S. Brothers and 4 others, claiming the reliefs for a perpetual injunction to restrain the defendants, their representatives, agents, assigns and servants from distributing, delivering and exhibiting or causing to be exhibited a film " B I H A N A N " containing the sound record of Sri. Subrahmanya Bharathi's song commencing with the words " Thoondil Puzhuvinaipole" and from having or allowing the said song performed in any manner on the course of the exhibition of the said film or directing the defendants to cut off or remove the said song from the said film and for other reliefs.

The 1st defendant has raised several contentions stating that the poet has assigned the entire copyright in his poems to Nelliappa Pillai, that the poet's widow and daughters had no right to assign the entire copyright to the third parties and several other contentions.

The plaintiff bases his relief on these facts. On 15-6-1931, Chellammal, widow of the poet and his two daughters Sakunthala and Thangammal had executed a registered agreement under which they purport to convey the copyright in the works of the poet set forth herein to a firm called " Bharathi Prachuralayam", a

partnership firm consisting of three members, Pandit - Harihara Sharma, C.Visvanatha Iyer and K.Natarajan for a consideration of Rs.4,000/-. The said agreement - purports to convey to " Bharathi Prachuralayam", the entire copyright and other proprietory rights of the poet in his literary works and books absolutely.

The works in which the aforesaid rights were given are these, as per the agreement.:-

(1) Desia Geethangal
(2) Sthothira Padalgal
(3) Vedantha Padalgal
(4) Vinayagar Nanmanimalai and Kannan Pattu
(5) Pudhia Athichoodi- Pappa Pattu, Murasu and Bharathi Aruvatharu
(6) Katchi
(7) Panchali Sapatham
(8) Bhaghavat Geetha - Tamil translation with introduction
(9) Gnanaratham
(10) Chithakkadal
(11) Padhanjali Yoga Suthram & Poey of Veda Vyasa Rishis
(12) Chandrigai
(13) Navathanthra Stories
(14) Tharasu
(15) Kadhai Kothu

In manuscripts

I. Essays and other miscellaneous works

Bharathi Prachulayam in its turn, under an unregistered agreement, dated 4-8-1934 conveyed to J.K.Mehta for a consideration of Rs.450/-, a portion of the rights which it had acquired under the agreement dated 15/6/1931. The rights conveyed under this document are those of Mehta making records and gramaphones and in talkies or any other sound producing or braodcasting device of the works of the late Subrahmanya Bharathi. Mehta was given under this document the exclusive right of making records in gramaphones and in talkies of the Tamil songs inclusive of vrithams, verses, dialogues and stories of Bharathi published and not published and inclusive of those in manuscripts and Mehta has the exclusive right of making

records in gramaphones and talkies or use the same in any other sound producing or broadcasting devices in respect of all the English works, poems, essays and stories of the late Subrahmanya Bharathi and in consideration of Mehta paying the Prachuralayam a royalty of one anna per record sold.

Except the aforesaid rights Mehta shall not be entitled to any other rights. The aforesaid Mehta under an unregistered agreement dated 10-9-1946 conveyed to Meyyappa Chettyar, the plaintiff in this suit, for a consideration of Rs.9,000/- the entire rights acquired by him from the Prachuralayam underthe document dated 4-8-1934.

Thus the plaintiff states that he is the owner of the copyright in respect of making records in gramaphones and talkies of the songs of the poet and that he is entitled to an order of ijunction restraining third parties from exhibting or distributing films containing the songs of the poet. In this suit, the plaintiff prays for an injunction against the defendants from screening the - films " B I L H A N A N ", which contains a few songs of the poet.

In this suit there was an interlocutory application praying to the Court for preventing the screening of the film temporarily, till the disposal of the suit. The Court dismissed the application observing that such a relief cannot be granted in the petition and the remedy of the plaintiff would lie in damages. In this application all the three agreements referred to have been exhibited and marked as Ex.A-1, A-2, and A-3.

A-1 is the certified copy of the agreement dated 15-6-1931 by Subrahmanya Bharathi's widow and - daughters to Bharathi Prachuralayam

A-2 is a certified copy of the deed of assignment of Copyright dated 4-8-1934.

and A-3 dated 10-9-1946 is the original assignment deed by Mehta to Meyyappa Chettyar

I have been requested by the Government to examine the records in the suit and also the title of Sri.Meyyappa Chettyar to the copyright and send a report to the Government whether Sri Meyyappa Chettyar has a valid title to the copy right and if he has a copyright, to what extent.

Under the document Ex.A-1 executed in favour of Bharathi Prachuralayam by the poet(s widow and daighters, absolute rights of copyright in the poet's works have been conveyed. Under the second document only limited or partial rights of copyright have been conveyed to Mehta; and under the third document of the plaintiff Ex.A-3, limited rights conveyed to Mehta have been conveyed to the plaintiff. Hence the plaintiff's rights have to be found out from Exhibits A-2 and A-3. The Bharathi's Prachuralayam has got all the rights of copyrights, except the rights conveyed to Mehta.

Now going to the legal aspect of the matter, these rights are governed by the Indian Copyright Act, which mzkes the Imperial Copyright Act applicable to these rights. Under Section 3 of the Imperial Copyright Act, " Term for which copyright shall subsist shall,except or otherwise provided by this Act, be the life of the author and a period of fifty years after his death". Th poet died in the year 1921 and after his death, the copyright rights will continue in his heirs till 1971. They have here assigned their rights to Bharathi Prachuralayam and the Prachuralayam has assigned a partial right to Mehta, who has assigned the same to Meyyappa, the plaintiff . Meyyappa gets only partial rights. If the Government propose to acquire the copyright of all the works of the late poet,they have to acquire the rights vested in Bharathi Prachuralayam and in Meyyappa.

Meyyappa offers to assign his rights as a gift to the Government and proposes a trust to be formed composed of himself and two or more members to be nominated by the Government. Assuming he has got some rights under the agreement in his favour dated 10-9-1946, they are only partial rights which will get extinguished in the year 1971. There are besides larger rights vested in the Bharathi Prachuralayam.

So in my opinion, the Government in case, they decide to acquire the copyright of all the works of the late poet, they must acquire such rights from Bharathi Prachuralayam and Meyyappa Chettyar. If the Govermment think it desirable to acquire the partial rights owned by Meyyappa Chettyar, they may acquire the same or accept the trust on such conditions as they deem fit.

It must be mentioned,in this connection,about the contention raised by the 1st defendant - who is the main - defendant in the suit- in his written statement resisting the claim of the plaintiff. The 1st defendant contends that the poet had devised by means of an oral will, the entire copyright in his poems to his friend Nelliappa Pillai. Assuming it is true, such rights in favour of Nelliappa would expire within 25 years of the poet's death under Section 5 of the Imperial Copyright Act; the same has expired now. The defendant contends that the three - documents Exs A-1, A-2 and A-3 are not valid and binding and have not been executed on proper stamp paper. This cannot be taken as a serious point,since the Bharathi Prachuralayam has been working its rights under the document in its favour and the stamp paper deficiency can made up at any time by payment of penalty.

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The defendant further contends that the songs of Bharathi should be deemed " to be public property and not the property of any individual". This plea is not sustainable. I may state that the matter is pending - before the Court and is subjudice. Whatever construction is put upon the rights by the Government, still the considered verdict of the Court in its judgment will have the judicial value and decisive effect upon the rights of Meyyappa. With these remarks I have the honour to send my report to the Government on this Memorandum, touching the acquisition of copyright of Bharathi's songs.

A. Palaniswami

Coimbatore

Government Pleader

68

E.J.P.H (G3)

2 drafts

(36) Draft I

D.P.(1) 12/8/48

Memo No. 38864/48/G3-7. Edn. d. 13/8/48

Bharathi's Songs — Acquiring of Copyright from the Govt. Pleader. Letter d. 22.7.48.

p62 ct

Vide the orders in p32 cy

The Govt. Pleader, Coimbatore is requested to obtain and submit to Govt ~~copies~~ copies of the plaint, written statement and issues relating to the suit in O.S. No. 4 of 1948 on the file of the Dt. Judge of Coimbatore.

p32 y

To The Govt. Pleader, Coimbatore. Dpd. in sealed cover. CCO 6/8/48

6/8/48

P.T.

Lr. Ref. No. 38864/93/48-8. Edn. d. 13/8/48

69

To

Sri A. V. Meiyappa Chettiar,
27, Balajinagar
Royapettah.

Sir,

Bharathi's songs — Copyright.

Write reference to your letter d 2-6-48 addressed to the Hon'ble the Premier I am directed to request you to furnish certified copies of the documents filed in the Dt. Court Coimbatore in support of your title to the copyright (for plan production, transfer, vending & broadcasting) over the works ~~certain songs~~ of the late poet Bharathi. I am to add that Govt not being a party to the suit filed in the Court ~~by you~~, cannot apply ~~to the Court~~ for certified copies.

Vide the orders in circulation on p. 31 ref

Dp.(i) 12/8/48

Dpd. in sealed cover HP 24/8/48

CCS 6/8/48

6/8/48

Ref. Memo No. 38864-48-93-7-27
13. 8. 1948.

Memo 38864/93/48-9 Edn. d 1.9.48

Bharathi's songs — Acquisition of — Copyright —

The Govt. Pleader is requested to state when copies of the papers called for in the Memo referred to may be expected by Govt.

To
The Govt. Pleader,
Coimbatore

1-9-48

1-9-48

2 71

Letter 38864/93/48-10. Edn. d. 1.9.48
Ref

To

Sri A.V. Meyyappa Chettiyar
27, Balajinagar,
Royapettah.

Sri,

Bharathi's songs — Copyright
Reference Letter No. 38864-93-48-8 Dt. 13.8.48

I am to directed to ask for an early reply to the letter referred to.

Y. T.

1.9.48

1-9-48

dpd in sealed cover.
1/9/48.

p. 69 y.

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Confidential

From
Sri. A. Palanisami Gounder, BA, BL,
Government Pleader,
Coimbatore

To
The Collector of Coimbatore
Coimbatore
Dated 31-8-1948

No. 1816

1 SEP 1948

Your L. Dis. No. [illegible]/48 dated 2-7-48

Sub: O.S. No. 4 of 1948 District Court, Coimbatore- Copy of plaint and written statements required by the Government-Educational and Public Health Department Memorandum No. 38864/48-G-3 7th Edn dated 13-8-48

p 70 ante

64689

I have received a confidential letter from the Government to obtain certified copies of the plaint, and written statement in the above suit and send the same to the Government urgently.

I am enclosing herewith the certified copies of these records. They may be forwarded to the Secretary to Government, Education and Public Health Department, Government of Madras.

Note:- The bill of costs is Rs. 5-12-0 which may be sanctioned and paid to me.

A. Palanisami
Government Pleader

Copy to the Secretary, Education and Public Health Department
Government of Madras

The original of this may be awaited bill
11.9.48
1948

65270

From
F.W.A.Morris Esq.,O.B.E., I.C.S.,
District Magistrate, Coimbatore.

To
The Secretary to Government,
Education and Public Health Department,
MADRAS.

L.Dis. 4045/M/48 Dated 2-9-48.

Sir,

O.S.NO. 4 of 1948 -District Court,Coimbatore - Copy of plaint and written statements.

Ref:- Government Memorandum No. 38864/48-G-37 Education and Public Health Department dated 13-8-48.

****

I enclose herewith the certified copies of the plaint and written statements in O.S.No. 4 of 1948 District Court, Coimbatore received from the Government Pleader,Coimbatore.

FOR DISTRICT MAGISTRATE.

crn. 2.9.

Encl: Certified copy of plaint and written statement to go by R.P. Sent separately

SECRT. SECRETARY TO GOVERNMENT EDUCATION AND PUBLIC HEALTH DEPT. 05 SEP 1948

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[illegible]

[illegible]

[illegible]

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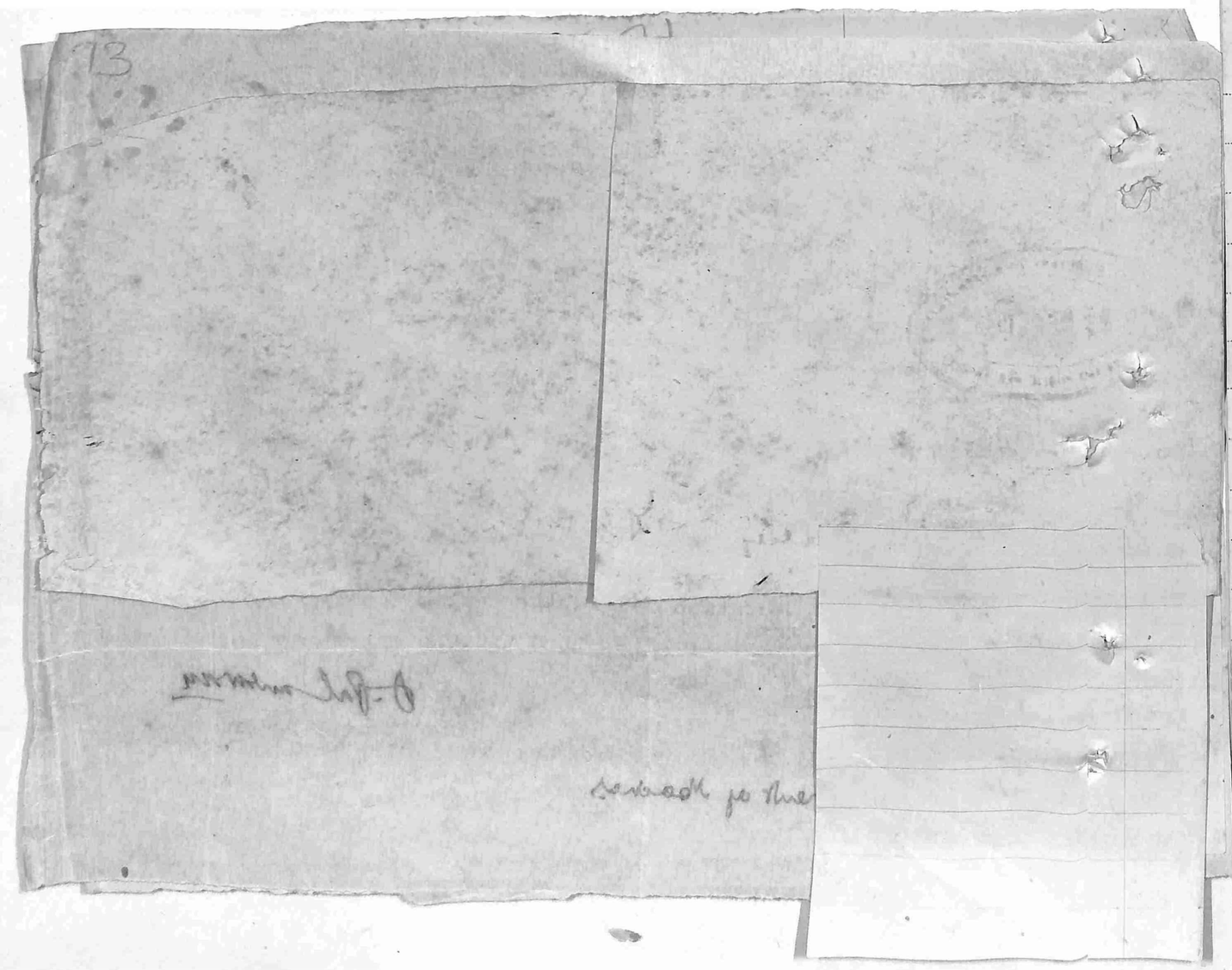
76

THREE ANNAS

GOVERNMENT OF MADRAS COPY STAMP



In the Court of the District Judge of Coimbatore.

Original Suit No. 4 of 1948.

Between:-

A.V.Meiyappa Chettiar. Plaintiff.

and

1. T.K.S and Brothers, Coimbatore.
2. Salem Shanmugha Films, Coimbatore.
3. Ramanathan Pictures, Karaikudi.
4. Shanker Pictures, Srirangam.
5. Jaya Films, Salem. Defendants.

Plaint under Order VII, Rule 1 of the Code of Civil Procedure and under Copyrights Act (Secs.3,6 and 13).

The plaintiff abovenamed states as follows:-

1. Plaintiff:- A.V.Meiyappa Chettiar, son of Avichi Chettiar, aged about 40 years, Hindu, Nattukottai Nagarathar, Film producer and Proprietor A.V.M.Studios, carrying on business at Karaikudi, Ramnad District and at Madras.

The address of the plaintiff for service of all notices and processes is as above and care of Mr.N.S.Venkatasubba Iyer, Vakil, Coimbatore.

2. Defendants:- (1) T.K.S. and Brothers is a firm carrying on business as film producers at Devangrapet, Coimbatore, the partners whereof according to plaintiff's knowledge and information are (1) T.K.Sankaran (2)T.K.Muthusamy (3)T.K.Shanmugham

[illegible] Con- Suit [illegible]

6554.

77

and (4) T.K. Bhagavathi. 2. Salem Shanmugha Films, carrying on business as Film producers under the name and style aforesaid at 'Ratna Vilas' Ramanathapuram, Coimbatore, of which K.Kandasami Chettiar is a partner or proprietor. 3. Ramanathan Picutres, Karaikudi, is a concern carrying on business as film distributors under the name and style aforesaid at Karaikudi, Ramnad District of which Rm.S.Ramanathan Chettiar is a partner. 4. Sankar Pictures, Srirangam is a concern carrying on business as film distributors under the name and style aforesaid at Srirangam, Trichinopoly District. 5. Jaya Films, Salem is a concern carrying on business as Film distributors under the name and style aforesaid at Shevapet, Salem.

Note: The address of the defendants is given in so far as plaintiff is able to ascertain them. The names of other partners and persons interested therein if any, may be permitted to be later added as and when it becomes known to plaintiff.

3. C.Subramania Bharathi who died in 1922 was a famous poet and Author of a large number of Tamil literary works and songs which have gained unique popularity and reputation throughout Southern India and other places. On his death, the copyright in the said songs and other litgrary works of the said author devolved on his legal personal representatives and heirs viz., his widow Chellamma Bharathi

224 words. Rangaswami 2nd cor—int —

and his two daughters Thangammal and Sakuntala. On 15-6-31 the said widow and two daughters conveyed the said copyright to a partnership firm called Bharathi Prachuralayam by a deed of assignment of the said date. By a document dated 4-8-1934 the said firm conveyed and assigned in favour of one Jeshinglal K.Mehta, the copyright in the songs and other works of the said author to the extent and for the purpose of entitling the said Jeshinghlal K.Mehta to make records in gramaphones and in talkies and to make use of the said songs and works in other sound producing and broadcasting contrivances by means of which the said songs and works may be performed, and accordingly he became entitled to the sole right of making records in gramaphones and films of all the Tamil songs and other works of the poet published and unpublished inclusive ~~the same~~ of those in manuscript and to produce or reproduce the same in any other sound producing or broadcasting devices.

4. By a document dated 10-9-1946 the said Jeshinghlal K.Mehta has conveyed and assigned in favour of the plaintiff, the said entire rights, acquired by him as aforesaid, for valuable consideration mentioned in the document. The plaintiff

210 words. Rangaswami 3rd cor—int —

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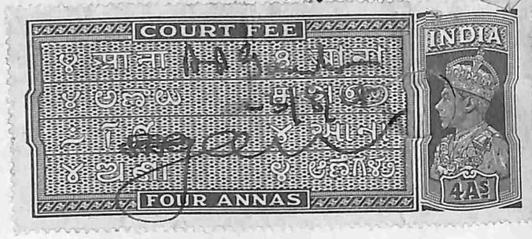

is the owner of the copyright in the Tamil songs and other works of C. Subramania Bharathi in so far as it concerns, the exclusive right to record and reproduce them, in gramaphone records and talkie films and sound devices and to have them performed before the public by the said mechanical contrivances and to the exclusive use and performance of the said songs and works in and through other sound producing and broadcasting contrivances.

5. Included in the said songs over which the plaintiff has acquired the copyright as aforesaid is a Tamil song beginning with the words " தூண்டிற்புழுவினைப் போல் —— " (Thoondir Puzhuvinaippol). The plaintiff has got the said song sung by one of the topmost musicians and recorded in the Tamil Talkie film called "Demon land" which is his own production about to be completed.

6. The 1st and 2nd defendants have been jointly producing at the Central Studios, Coimbatore, a Tamil Talkie film entitled "Bilhanan". The plaintiff came to know that in the said film, the said defendants have got recorded and introduced the said song of the late C. Subramania Bharathi beginning with the words " தூண்டிற்புழுவினைப் போல் " (Thoondir Puzhuvinaippol). The plaintiff further came to know that the said defendants have granted the distribution and exhibition rights of the said film to the 3rd defendant for the Districts of Madura, Ramnad and Tinnevelly and to ---

233 words. Rangaswami 4th cor int

the 4th defendant for the District of Trichinipoly and Tanjore. The plaintiff came to know only recently that the 5th defendant has acquired the distribution rights of the said film for Madras City and the Districts of Chinglepet, North Arcot, South Arcot, Coimbatore, Nilgiris and Andra and Northern India. The said film is stated to be completed and ready to be distributed shortly in several centres for exhibition.

7. In producing the said film in which the said specified song is recorded and reproduced for performance in the course of the exhibition to the public without the plaintiff's consent or permission, the defendants have infringed the plaintiff's copyright in the said song. As soon as the plaintiff came to know about it, the defendants 1 and 2 were called upon by plaintiff's advocates' notice dated 29-1-1948 to refrain from including the said song in the said film and if already included to cut it off from the said film and to undertake not to exhibit the film with the said song, ---

176 words. Rangaswami 5th cor —int

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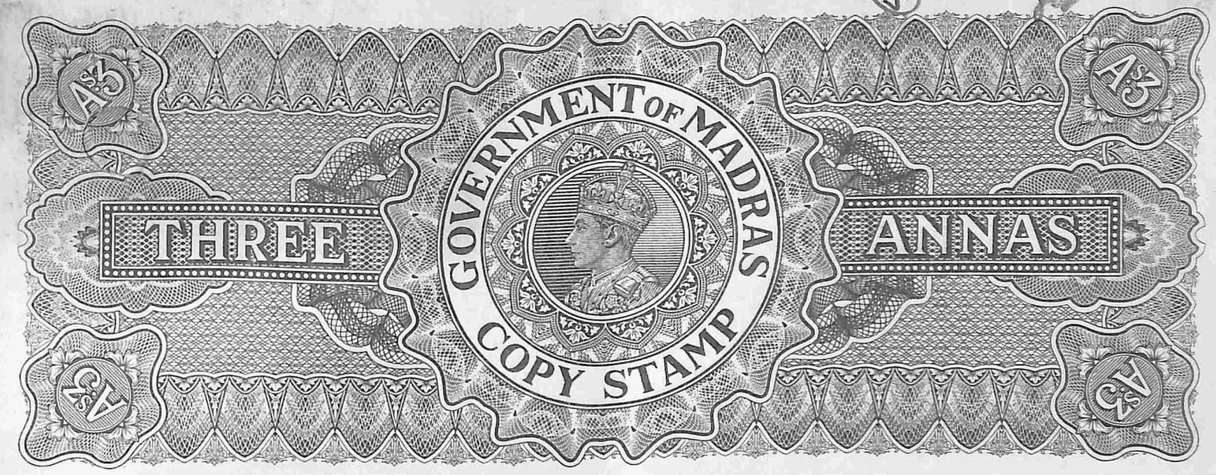
as it was otherwise an infringement of the plaintiff's copyright. The 3rd and 4th defendants who have been put on notice of the plaintiff's copyright and the infringement thereof by defendants 1 and 2, have not sent any reply at all. The 2nd defendant through their lawyer's letter dated 4-2-1948 repudiated the plaintiff's claim to the copyright and stated that the 1st defendant firm who were in charge of the film would send a reply in detail. The 1st defendant firm, through their lawyer's letter dated 3-2-1948 called for particulars regarding the acquisition of the copyright by the plaintiff, to enable them to send their detailed reply. The required particulars were furnished through plaintiff's advocate's letter dated 14-2-1948 addressed to the 1st defendant's advocate and inspection of the relevant documents was also offered to be given if required which the 1st defendant subsequently availed himself of and got inspection of the documents. In spite of the particulars and inspection given and without any reference thereto, the 1st defendant firm later caused a letter dated 5-3-48 to be sent by their Advocate to the plaintiff's advocate, advancing a strange, frivolous and untenable plea that the works of Subramania Bharathi have become public property which can be used by anybody in any manner and that the defendants were entitled to reproduce the song in question in their film 'Bilhanan' and that the

240 words. Rangaswami 6th cor – int —



plaintiff was not entitled to any copyright and reliefs in respect thereto.

8. It is a fact very well known to all including business men engaging in producing talkies and gramaphone records that plaintiff possessed the said copyright in Bharathi's songs and works. The Government of India and Travancore State have also known and always recognised plaintiff's rights in this respect and they themselves have always applied for previously and obtained from plaintiff the necessary permission whenever they or any of their artistes wanted the said songs to be sung on the Radio. Other Artistes and songsters have also similarly been taking the necessary permits form the plaintiff for performing publicly the said songs.

9. The predecessor of the plaintiff has also successfully asserted and pleaded his copyright in a suit before the High Court.

10. The defendant cannot ~~~~ ignore the said rights of the plaintiff and seek to justify his own highhanded action in having infringed plaintiff's copyright by some baseless and vague excuses.

11. The defendants have thus not only deliberately ---

176 words. Rangaswami 7th cor-int —

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and wilfully infringed the plaintiff's copy right but they have also made it clear as aforesaid that they intend to further persis in thir wrongful conduct and continue to cmmit further infringement. Unless restrained by immediate orders of Court, the defendants will distribute and exhibit the film with the said song, and thereby cause irreparable loss and damages to the plaintiff.

12. The plaintiff states that the relief of injunction whoch has been provided for in addition to other coercive punitive and reparative reliefs is absolutely necessary and essential to secure and vouchsafe to the plaintiff proper enjoyment of his own copyright and to prevent its wilful infringement by any of the defendants or persons claiming under them. Damages to which the plaintiff has already been put to and that which he will still be incurring if the infringements are allowed to continue unrestricted, are in their very nature irreparable and incapable of being sufficiently compensated for by mere award of any damages. Further such damages are also incapable of proper ascertainment. Unless the plaintiff is allowed to have the benefit of such injunction through out plaintiff will be seriously prejudiced and will also have always to be facing endless and cosly multiplicity of litigations from all kinds of litigants and it will be made impossible for him to quietly enjoy his own right.

240 words. Rangaswami 8th cor-int — Ks.

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13. In exercise of the copyright which he has, plaintiff is entitled to exclusively perform and get sung any of the said songs in his own pictures for his own benefit. With regard to this identical song the plaintiff has already done so by getting of the topmost musicians sing it in his film 'Demon land' under production now almost complete. The use of the self same song by defendants in a film which they are also releasing is a clear disturbance of the exclusive, quiet and unrivalled enjoyment by plaintiff of his copyright and its benefits and the said action is sure to adversely and seriously affect the prospect of plaintiff's own film and cause great and incalculable harm and damage to plaintiff.

14. The plaintiff has claimed in this suit only damages as estimated for the infringements already committed as by recording the said song, assingment of the same to others for distribution etc. As further damages arising out of further continuance of the infringement and public ---

176 words. Rangaswami 9th cor-int — Ks.

performance of the said song has not occurred yet the plaintiff reserves his right to claim the same separately later. The plaintiff further reserves his rights to ask for and pursue against defendants other remedies open to him under law in the matter of enforcing his just and legal rights.

15. As a result of the infringement of the copyright as aforesaid the plaintiff has sustained damages which he estimates at the sum of Rs.5000/- at this stage which sum the defendants are jointly and severally liable to pay to plaintiff.

16. The defendants are further liable to deliver to the plaintiff the portions of the negatives and positives of the film 'Bilhanan' containing the infringing sound record of the song, and all materials used or intended to be used for the infringing copies of the said portion of the film. All the defendants, their respective representatives, agents, assigns amd servants are also liable to be restrained by an order of injunction from in any way infringing plaintiff's copy rights.

17. The cause of action for the suit arose at Madras on 10-9-1946 whenthe copy right in question was assigned in favour of the plaintiff; in or about January 1948 and earlier when the 1st and 2nd defendants have been producing the film 'Bilhanan' including therein the infringing sound record of the song at Coimbatore and when they have granted the distribution

240 words. Aangaswami 17th corrint

rights in the said film to defendants 3, 4 and 5 respectively and subsequently when they have repudiated the plaintiff's claim, and refused to comply with the plaintiff's demand, and the infringement is being continued by them within the jurisdiction of this Honourable Court.

18. For purposes of Court fees and jurisdiction the plaintiff values the reliefs sought for in the suit as follows:-

Details of valuation:

Plaintiff estimates the value of relief regarding injunction prayed for at	Rs.	5000	0 0
Plaintiff estimates the value of relief regarding damages asked for at	Rs.	5000	0 0
Plaintiff estimates the rdliefs prayed for regarding delivery of infringing copies etc at	Rs.	1000	0 0
Total	Rs.	11000	0 0

Court fee paid thereon is Rs. 757-7-0.

19. The plaintiff therefore prays for a decree against the defendants as follows:-

(a) for a perpetual injunction restraining the defendants, their respective representatives, agents, assigns and servants from distributing and delivering for distribution and exhibiting or causing to be exhibited the film 'Bilhanan' containing the sound record of Subramania Bharathiar's song ---

176 words. Rangaswami 11th corrint

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commencing with the words "Thoondir Puzhuvinaippol" and from having or allowing the said song performed in any manner, in the course of the exhibition of the said film or otherwise, and directing the defendants to cut off and remove the said song from the said film;

(b) for directions to the defendant to deliver to the plaintiff the portions of the negatives and positives of the film 'Bilhanan' containing the infringing sound record of the said song and all materials used or intended to be used for the infringing copies of the said portion of the film;

(c) for payment of Rs.5000/- as damages to the plaintiff;

(d) for costs of the suit, and

(e) for such ~~othe~~ further or other reliefs as to this Hon'ble Court may seem just and proper in the circumstances of this case.

Sd/ A.V.Meiyappan, Plaintiff.

Sd/N.S.Venkatasubba Aiyer, Vakil for plaintiff. 7-4-48.

I the plaintiff abovenamed do hereby declare that the facts stated above are true to my knowledge and information and I signed this at Karaikudi this 6th day of April 1948.

Sd/ A.V.Meiyappan, Plaintiff.

List of documents:-

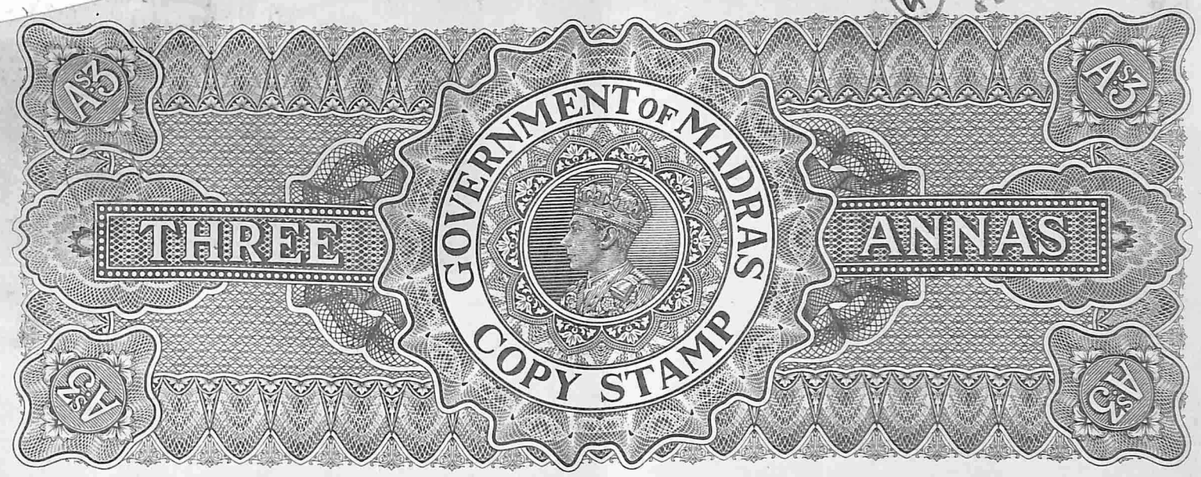
1. 15-6-1931. Certified copy of deed of assignment of copyright by C.Subramania Barathi's widow and daughters to Bharathi Prachuralayam.

2. 4-8-1934. do do of copyright in Broadcasting rights by Barathi Prachuralayam to Jeshinglal K.Mehta.

3. 10-9-1946. Assignment by Jeshinglal K.Mehta to plaintiff.

230 words. Rangaswami 12th cor-int

THREE GOVERNMENT OF MADRAS COPY STAMP ANNAS



4. 29-1-1948. Office copy of registered notice by plaintiff's Advocate to defendants 1 and 2 and to Central Studios.

5. do Office copy of registered letter to defendants 3 and 4.

6. do. 5 postal receipts for registered notices despatched and acknowledgments of defendants 2 to 5.

7. 3-2-1948. Registered reply notice by 1st defendant's advocate to plaintiff's advocate and
4-2-48 postal cover therefor.

8. 5-2-1948. Registered reply notice by 2nd defendant's pleader and the cover therefor.

9. 7-2-1948. Registered reply notice and cover by Central Studios.

10. 14-2-1948. Office copy of plaintiff's advocates registered reply to 1st defendants advocate.

~~11~~ 17-2-1948. Acknowledgment therefor.

11. 5-3-1948 and 6-3-1948. 1st defendant's advocate's reply notice and cover therefor.

12. 11-3-1948 and 12-3-1948. Office copy of plaintiff's advocate's letter to 1st defendant's advocate and acknowledgment therefor.

Note:-

Document No.3 above and other relevant documents will be produced later at the time of hearing.

Sd/ N.S.Venkatasubba Aiyer,

Vakil for plaintiff.

167 words. Rangaswami 13th cor-int

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The date seal of the Court of the District and Sessions Judge of Coimbatore. 7th April 1948.

In the Court of the District Judge of Coimbatore.

Original Suit No. 4 of 1948.

Presented in time and stamped aright. May be filed.

Sd/C.V.BalaramaRao, Sheristadar. 9-4-48.

Issue summons. 24-6-48. Sd/B.C., District Judge. 9-4-48.

/TRUE COPY/

Superintendent.

K. Selvaraj 26/6/48

55 words. 14th cor int.

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14-6/2708

Dist. Court, Coimbatore.
O.S. 4 of 48
Plaint.
C.A. 6324.

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The Government Pleader

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In the court of the District Judge of Coimbatore

O.S.No. 4 of 1948
I.A.No. of 1948

Meyappa chettiar. --- Plaintiff

And

T.K.S & Brothers and others. Defendants.

Written statement of the First Defendant under Order VIII Rule 1 C.P.C.

1. The plaint is not correct and is not maintainable in law.

2. The defendant does not admit the allegations of the plaintiff. The plaintiff is put to strict proof of all his allegations.

3. The allegations is paras 3 to 13 of the plaintiff are not correct. It is not correct to state, that the plaintiff is the owner of the copy right in the literary works of the post, Subramania Bharati, in so far as it concerns the recording and reproduction of the same in talkies and other sound producing contrivances. The deceased Subramania Bharathi was such an eminent Tamil Poet, that his literary works became dedicated to the public and they became the property of the public in Tamil Nad. The literary works of the said poet are not such, as would ---

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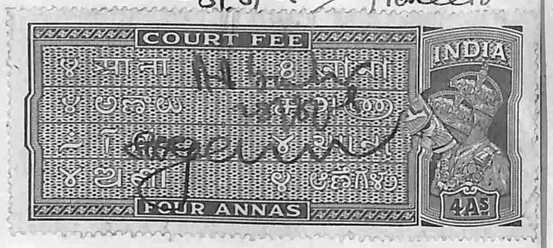

be governed by the ordinary rules and provisions of copy right. It is therefore not open to the plaintiff, to claim any copy right in the literary works of the abovesaid poet, including the poems commencing with the words 'Thoondir Puzhuvinaipole'.

4. This defendant contests the claim of the plaintiff or another alternative ground also. During the lifetime of the poet, he had given the entire rights in the poems composed under the heading 'Kannan Pattu' to one Nelliappa Pillai. The rights of ownership vested in the above said assignee, Nelliappa pillai even during the lifetime of the poet. He became entitled to the entire rights of ownership in the said poems. It was not open to any other person to claim rights of ownership in the said poems, after the death of the poet, or to assign the rights of ownership to third parties. The plaintiff is therefore not entitled to claim any right of ownership in the abovesaid poems on the basis of any alleged assignment in his favour, from persons, who were not entitled to do so.

5. This deft understands, that the abovesaid poet, before his deatn had divised by an oral will rights of ownership in the abovesaid poems under the heading of "Kannan Pattu" to his close and intimate friend, the abovesaid Nelliappa pillai.As the abovesaid Nelliappa pillai had acquired rights of ownership to the abovesaid

poems on that basis also the plaintiff is not entitled to ownership by virtue of any alleged assignment of rights of ownership by other persons in his favour.

6. The allegation that the poet died in 1922 is false. The plaintiff knows fully well that the poet died on 11-9-1921. The allegation that, on his death, the ownership in the literary works of the poet devolved on his widow and daughters is not correct.

7. This defendant does not admit the genuineness, correctness, validity and binding nature of the document dated 15-6-1931 alleged to be an assignment of so called copy right by three persons in favour of 'Bharathi Prasuralayam" The deceased poet left behind him a cousin and his widow After his death the abovesaid cousin became entitled to the assets left by the poet as the surviving co-parcener. It was not open to the widow of the poet to assign the rights of ownership in the poems to any third party. The alleged assignment by the widow and daughters of the poet in favour of 'Bharathi Prasuralayam" on 15-6-1931, is —

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therefore not valid and binding on this defendant.

8. This defendant states that the document dated 15-6-31 was not supported by consideration that it was a nominal document, that it was got up in the names of the poet's son-in-law, Mr. K.Natarajan and others for ulterior purposes. The abovesaid document was never intended to be operative or to be in force, either by the executants, or by the persons in whose names the document was created. The plaintiff who bases his title on the abovesaid document dated 15-6-1931, is therefore not entitled to claim any right of ownership in the literary works of the poet.

9. The document dated 15-6-1931 does not confer rights of ownership or of copy right, in the literary works of the poet on 'Bharathi Prasuralayam'.

10. The document dated 4-8-1934 is not true valid or binding on this defendant. As the document dated 15-6-31 was a nominal document was created for ulterior purposes and was not intended to give any right of ownership to 'Bharathi Prasuralayam', the members of the latter were not entitled to dispose of the rights of ownership in the literary works of the poet to third parties. The document dated 4-8-1934, which purports to be an assignment by 'Bharathi Prasuralayam in favour of J.K. Metha is neither valid nor binding on the defendants.

11. The document, dated 4-8-1934 purports to convey

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copy rights in the literary works of the poet, to the extent of making records for talkies or sound producing contrivances to J.K.Metha, As per the terms of the document dated 15-6-1931, the executants of the said document did not convey or assign the rights of ownership or of copy right, for making records for use of the same in talkies or other sound producing contrivances. The document dated 15-6-1931 purports to assign only the rights of ownership in the publication of the literary works of the poet. The rights of making records of the abovesaid poems were not assigned by the poet's widow and others on 15-6-1931 to Bharathi Prasuralayam The latter was therefore not entitled to convey any rights of copy right for making records etc. to J.K.Metha. J.K.Metha did not therefore derive any right for making records for use in talkies, as per the document dated 4-8-1934.

12. The document dated 4-8-1934 has not been executed on proper stamps and has not been registered. It cannot

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be construed to confer any right under copy right Act upon J.K.Metha. The said document is not admissible in evidence.

13. The document dated 9-8-1934 was executed nominally in the name of J.K.Metha and it was not intended to be operative. The plaintiff who claims title under the document dated 4-8-1934 is therefore not entitled to claim any right of ownership over the poems as against this defendant.

14. The document dated 10-9-1946 is not true valid or binding on this defendant. The document is a sham and nominal one. It is not supported by consideration. The abovesaid J.K.Metha and the members of Bharathi Prasuralayam created the documents nominally for ulterior purposes. The plaintiff is therefore not entitled to claim any copy right in respect of producing records of the literary works by virtue of the document dated 10-9-1946.

15. The document dated 10-9-1946 is not executed on proper stamps and has not been registered. It is inadmissible in evidence.

16. The nominally and colourable nature of the document would be evident from the fact, that the plaintiff has chosen to hurry up and have the documents executed, on the last day of the expiry of the period of the 25th year, from the date of the death of the poet.

17. The documents dated 15-6-1931 and 4-8-1934 and 10-9-1946 do not give any right to ---

the plaintiff, in respect of the poems under the heading of Kannan Pattu, since none of the three documents makes any specific reference to the abovesaid poems. The description in documents, about the literary works of the poet, is so vague and ambiguous, that it is not possible to construe, that the said documents conveyed any title to the plaintiff in respect of the poems under the heading of Kannan Pattu".

18. The documents dated 15-6-1931, 4-8-1934 and 10-9-46 are not admissible in evidence as the parties have not complied with the provisions of the stamp Act and copy right Act.

19. The plaintiff knew personally a number of months before that this defendant has included some passages in "Kannan Pattu" in the picture 'Bilhanan'. The plaintiff did not raise any objections to the recording of the said poems for the picture 'Bilhanan'. On the other hand, the plaintiff has practically and impliedly consented to the recording of the abovesaid poems by this defendant for his picture.

20. In the picture 'Menaka' which ---

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was exhibited in 1935, this defendant has recorded 8 couplets of the poems of the abovesaid poet, under the headings of 'Tamil Mozhi,Vashthu' The abovesaid picture is being exhibited from 1935 up to this date.Neither J.K.Metha nor the plaintiff raised any objection to the recording of the abovesaid poems, and exhibition of the same in the picture hitherto.

21. In another picture named 'Clerk's Daughter', this defendant included four poems of the same poet and exhibited the records therein. The abovesaid picture is being exhibited from 1941 to this date. Neither J.K.Metha nor the plaintiff did object to the recording of the said poems for the picture, or to the exhibition of the picture, with records of the said poems. The conduct of the plaintiff and his alleged predecessors in title in not claiming any copy right inrespect of the said poems, and in not raising objections to the recording of the said poems of the poet, for his pictures now and then, shows conclusively that the plaintiff did not claim any right of ownership for producing records, in respect of the literary works of the poet, and that he hereby impliedly admitted the rights of the public to make use of a few passages in the poems of the poet now and then.

22. The allegation in para 5 of the plaint that the plaintiff has got the song 'Thoondir Puzhuvinaipole' sung by one of ---

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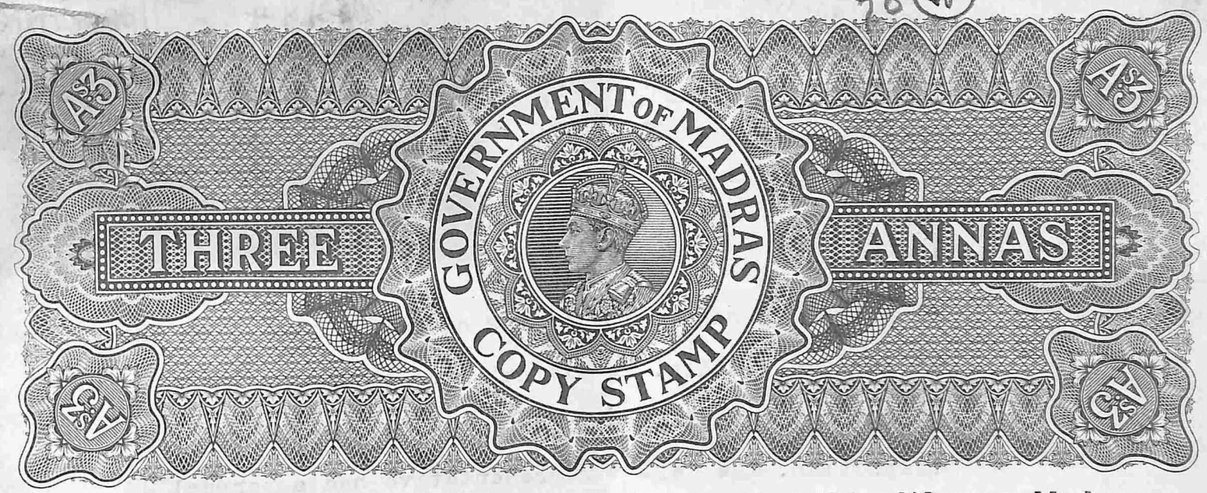

the topmost muscians, in the tamil talkie films, called 'Demon Land' is correct; but the plaintiff has, by implication made the allegation as if the recording of the song in his picture 'Demon Land' was commenced or completed, before the recording of the said song by this defendant for his picture 'Bilhanan'.

23. In order to annoy this defendant, the plaintiff has, purposely and deliberately after his knowledge of the recording of the passages by this defendant, hurried up with the recording of the same poems, by an artiste, for his own picture, 'Demon Land'. The action of the plaintiff in recording the same poems for the picture 'Demon land', after the recording of the poems by this defendant, is highly malafide, and he has done it, with the deliberate motive of causing trouble and annoyance to this defendant.

24. The plaintiff sent a notice, dated 29-1-1948, to this defendant about the recording of the poems, for the picture, 'Bilhanan'. As the claim made by the plaintiff was extraordinary, this defendant requested the

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plaintiff to send typed copies of the document, on which he based his title. He did not send copies of the documents, but offered to show the documents for inspection. The deft's representative had a perusal of the documents. The defendant was satisfied, after perusal of the documents that the documents did not give any title to the plaintiff in respect of the recording of the poems of the poet. This defendant thereupon sent a reply dated 5-3-1948 that the plaintiff was not entitled to claim copy right to the abovesaid poems.

25. The allegations about the alleged knowledge of copy right by the persons and the alleged permission granted by the plaintiff to Government of India and Travancore state, arequite irrelevant for these proceedings. The circumstances under which the plaintiff volunteered with the offer of having the poems of the poet recited in the radio have not been stated by the plaintiff.

26. The allegation about the assertion of the plaintiff's predecessor of title of copy right is also irrelevant. This defendant understands that this plaintiff and his alleged predecessor in title, J.K.Metha, and others colluded together, and made it appear that the copy right for the literary works of the poet was available to the plaintiff's alleged predecessor-in-title.

27. The allegation that there was an infringement of the alleged rights of copy right of the plaintiff are not correct. There is no infringement of any right of the plaintiff.

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28. The defendant has made use of a very few passages in the poems of the poet under the heading of Kannan Pattu for Bilhanan The frivolous nature of the plaintiff's claim would be evident from the fact, that this defendant has made use of the two small passages, and portions of two other passages, comprising in all 12 lines in the poems of the poet, under the heading of Kannan pattu. It is strange and extraordinary that the plaintiff should choose to state, that the defendant has made an infringement of the alleged copy right of the plaintiff in the literary works of the poet, by making records of only 12 lines among the thousands and thousands of lines of the poems of the poet.

29. Palpably flimsy claim of the plaintiff would further be apparent from the fact, that the recitation of the abovesaid 12 lines in the picture takes hardly a minute or two out of the performance of the picture for a period of two hours ---

176 subramanier cor — inter —

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and a half. The recording of the abovesaid 12 lines would take about 200 feet, out of 12450 feet, for the picture Bilhanan. In the performance there are innumerable items, as scenes, dialougues, Poems etc. The inclusion of the abovesaid 12 lines in the picture is so unnoticeable that it would be difficult to state, that there was an infringement of the alleged right of ownership of the plaintiff.

30. The poet was residing in a foreign country, when he composed the poems under the heading of Kannan Pattu. The abovesaid poems were first published in Pondicherry, a place in a foreign country. As the poems were first published in foreign country, no question of copy right arise for a claim to be made by the plaintiff, who was a British subject, and who is now a subject of Indian Dominion.

31. On the various dates 15-6-1931, 4-8-1934 and 10-9-1946, when the assignments of copy rights are alleged to have been made the executants of the document dated 15-6-1931 had no right of copy rights, vesting in them. The executants of the document dated 15-6-1931 were therefore not entitled to assign or convey rights, which they had not acquired at that time. The assignee under the document dated 15-6-1931 was therefore not entitled to get any title to the copy rights in 1931 or any later period.

32. The allegation of the plaintiff that he would

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be put to irreparable damages, on account of the exhibition of the picture with the records of the abovesaid poems is absolutely false. The recording of the abovesaid poems in Bilhanan or the exhibition of the same picture, does not in any way affect the exhibition of the petitioner's records of the same poems, in his picture 'Demon Land' more especially because the plaintiff alleges that the abovesaid poems have been sung by one of thetop most artists.

33. The allegation that unless an injunction is issued in his favour, the injury to the plaintiff cannot be sufficiently compensated is not correct. Nor it is correct to state that such damages are incapable of ascertainment.

34. In fact, the plaintiff's allegation that the injury is incapable of being compensated, is denied by the plaintiff himself, in his plaint, wherein he claims damages of Rs 5000/- from the defendants, for alleged infringement of copy rights.

35. The allegations that the plaintiff will be put to irreparable injury and damages, and that the abovesaid damages ---

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AO Gowri 23/8/48

COURT FEE INDIA FOUR ANNAS 4As

are not capable of being ascertained are absolutely false and untenable. Even as per recitals of the documents filed by the plaintiff the plaintiff will be entitled only to have the royality collected from the persons who make use of the poems. The amount of the royality is easily capable of ascertainment and the plaintiff would be in a position to collect the royality from this defendant, at any time, if ultimately the plaintiff is able to establish his claim as against this defendant.

36. The allegation in para 15 of the plaint that the plaintiff has sustained damages to the extent of Rs 5000 is not correct. The plaintiff has not sustained any damages on account of the exhibition of the picture. Bilhanan with the recorded song commencing with Thoondir Puzhvinpole. The allegation that he has sustained damages to the extent of Rs 5000/- is not correct. The sum claimed by the plaintiff is in any event excessive.

37. The allegation that the plaintiff is entitled to delivery of possession of the negatives and positives of the records of the poems in the film Bilhanan is not correct. The plaintiff is not entitled to claim negatives or positives of the records from the defendants.

38. The allegations in para 17 of the plaint are not correct. There is no cause of action for any suit against the defendants. The cause of action stated in the plaint is not correct.

240 subramanier cor — inter —

14th

Ks.

257

104

THREE GOVERNMENT OF MADRAS COPY STAMP ANNAS

39. The allegations in para 18 of the plaint are not correct. The value for jurisdiction and court fees is not correct.

40. The allegations in para 19 of the plaint are not correct. The plaintiff is not entitled to a perpetual injunction or to the delivery of the positives and negatives of the film Bilhanan or for payment of Rs 5000/- as damages or costs of the suit.

41. The plaintiff is not entitled to any relief against the defendants. As the plaintiff has filed a false and frivolous suit the plaintiff has to pay the costs of the defendants.

42. The defendant therefore prays that the suit may be dismissed with costs of the defendants.

1st deft:-Sd/-T.K.Muthusami

Sd/- A.Nanjappa chettiar vakil for 1st deft
28-7-48

I the 1st defendant do hereby declare that what is stated in paras 1 to 42 are true to the best of my knowledge and belief and I signed this at Coimbatore on this ~~23rd day of July 48~~.

176 subramanier cor — inter —

15th

Ks

6540.

105

AP Gounder 23/8/48

COURT FEE INDIA FOUR ANNAS 4 As

18-8
17-7
1-1

the23rdday of July 1948

1st deft: Sd/- T.K.Muthusami

Received 28th July 48 Dt & Sessions court of Coimbatore.

(True copy)

K. Selvaraj 26/8/48

20 Examiner Superintendent

Typed by cor — Int —

16-7/3108

Dt Court, Coimbatore.

O.S.No. 4 of 48

Written statement of Dl

17+18
23
23 } 8-48
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3018

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55 106

THREE GOVERNMENT OF MADRAS COPY STAMP ANNAS

In the court of the District Judge of Coimbatore.

O.S.No. 4 of 1948

Plaintiff: Meyyappa chettiar

Defendants: T.K.S.Bros and others.

Memo on behalf of defendants 3 and 5:

Defendants 3 and 5 adopt the written statement filed by the 1st defendant.

Sd/- A.Nanjappa chettiar

Vakil for defts 3 and 5

28-7-48

Received 28-7-48 Dt & Sessions Court Coimbatore.

(True copy)

K. Selvaraj 26/8/48

Examiner Superintendent

Typed by cor — inter —

62

6556.

107

AD Gowdar 23/8/48

1 - 62

Dt Court, Coimbatore

Os. 4 - 48

Memo by Ds 3 & 5

17 & 18
23
23
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8-48
3018

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6324

108

Madras,
28th August 1948.

From
Sri A.V. Meiyappa Chettiar,
27, Balajinagar,
Royapettah, Madras.

To
M.V. Subramaniam Esq., I.C.S.,
Secretary to Government,
Education and Public Health Department,
Madras.

Sir,

Sub:--Bharathi's songs - copyright;

Ref:--Your letter, "confidential", No.38864/G3/48-8 Edn. dated 13th August 1948.

65407

In reply to your above letter for which I thank you, I have pleasure in enclosing herein a Memorandum showing how my title to the copyright under reference is derived. Copies of the three documents referred to in the Memorandum, certified by me to be correct, are also enclosed herein.

2. While there are some other evidences also in support of my title, I am not troubling you in regard to same, as the documents above referred to establish, I venture to state, my title conclusively.

3. I request that the aforesaid copies of documents, certified by me as correct, may be accepted by Government in lieu of the court-certified copies asked for in the letter--it being assumed that I undertake to establish at any time that the copies sent herewith are quite correct and accurate copies of the originals. I venture to adopt this course, which, I submit, may satisfy the purposes under reference equally effectively, in view of the time and also the cost involved in obtaining certified copies from the Court in Coimbatore.

4. I shall always be pleased to furnish any further or other particulars that may be required.

Yours faithfully,

A.V. Meiyappan
2/9/48

Enc. Memorandum.

SECRETARY, EDN. AND P. H. DEPT. 3 - SEP 1948 GOVERNMENT OF MADRAS

05 SEP 1948 EDUCATION AND PUBLIC HEALTH DEPT.

109

(47) 110

Memorandum referred to in the letter dated 28th August 1948 from Sri A.V. Meiyappa Chettiar to The Secretary to Government, Education and Public Health Department, Madras.

Mr. C. Subramanya Bharathi died in 1921.

2. On his death, the copyright in respect of all his literary works devolved on his legal representatives and heirs, viz., his widow Sri Chellamma Bharathi and his two daughters Sow. Thangammal and Sakuntala.

3. By a document bearing date 15-6-31, the said widow and the said two daughters conveyed their copyright to a partnership firm called Bharathi Prachuralayam. A true copy of this document marked "A" is appended herewith.

4. By a document dated 4-8-34, the said Bharathi Prachuralayam conveyed and assigned in favour of one Sri Jeshinglal K. Mehta the copyright in the songs and other works of the late Sri Bharathi to the extent and for the purpose of entitling the said Sri Jeshinglal K. Mehta to make records in gramophones and in talkies and to make use of the said songs and works in other sound producing and broadcasting contrivances by means of which the said songs and works may be performed. A copy of this document marked "B" is enclosed herein.

5. By a document dated 10-9-46, the said Sri Jeshinglal K. Mehta conveyed and assigned in favour of Mr. A.V. Meiyappa Chettiar his entire rights under the document in his favour dated 4-8-34. A copy of this document marked "C" is appended hereto.

Madras,
28th August 1948.

A.V. Meiyappan

Encl.
True copies of documents aforesaid
dated 15-6-1931
4-8-1934
10-9-1946

111

112 "A"

DEED OF ASSIGNMENT dated this 15th day of June, 1931 and made BETWEEN: (1) Chellamma Bharati, widow of the late C.Subramanya Bharathi, a Hindu of the Smartha Brahmin Caste, residing at Kadayam, Ambasamudram Taluq, Tinnevelly District (2)Thangammal, wife of K.H.Sthanoo Iyer, a Hindu of the Smartha Brahman Caste, residing with her husband at Mallacca, Straight Settlements and (3)Sakuntala, wife of K.Natarajan, a Hindu of the Smartha Brahmin caste, residing with her husband at Seremban Federated Malay States of the one Part AND (1) Pandit Harihara Sarma, son of Venkatakrishna Iyer (2) C.Viswanatha Iyer, son of Chinnasami Iyer and (3) K.Natarajan, son of Krishnasami Iyer, all Hindus of the Smartha Brahmin caste, carrying on business in Co-partnership under the name of "Bharathi Prachuralayam", at No.567, High Road, Triplicane, Madras, of the other part.

WHEREAS the parties of the one part are, as the heirs of the late C.Subramanya Bharati, the Proprietors of the copy-right in the literary works and books mentioned in the Schedule hereto AND WHEREAS Chellamma Bharati, the first named among the parties of the one part has, in pursuance of an arrangement entered into by her with Pandit Harihara Sarma, been carrying on the business of publishing and selling the said literary works and books of the late C.Subramanya Bharati AND WHEREAS on a valuation of the assets and liabilities of the said business, it has been found that the said Chellamma Bharati has overdrawn to the extent of Rs.2000/- AND WHEREAS being unable to carry on the business any longer, the said Chellamma Bharati has, in consultation with her adult daughters, Thangammal and Sakuntala and with their consent agreed to convey and assign the entire copy-rights and other proprietory rights of the late C.Subramanya Bharati in the said literary works and books for a consideration of Rs.4,000/- whereof Rs.2,000/- has been paid by way of adjustmet against her over-

drawal

overdrawal, Rs.2000/- has been agreed to be paid in maner hereinafter appearing AND WHEREAS the said Thangammal and Sakuntala have agreed to join in the execution of these presents to evidence that the assignment is for the benefit and advantage of the Estate and that they have given their full consent to the arrangement being carried out.

NOW THIS DEED OF ASSIGNMENT WITNESSETH AS FOLLOWS:--

(1) In pursuance of the said united agreement and in consideration of the sum of Rs.4,000/- (Rupees Four thousand) paid and agreed to be paid by the parties of the other part to the first named of the parties of the one part (as the parties of the one part hereby acknowledge) they, the parties of the one part, as beneficial owners, hereby absolutely convey and assign the entire copy-rights and other proprietory rights of the late C.Subramanya Bharati in the literary works and books mentioned in the Schedule hereto.

2. The parties of the other part have paid, by adjustment and in cash, a sum of Rs.2400/- to Chellamma Bharati, among the parties of the one part, as part of the consideration and the balance of Rs.1600/- shall be paid in half yearly instalment of Rs.200/- to the said Chellamma Bharati until it is fully paid. The first of such instalments shall be payable on or before the 10th day of January 1932.

3.Immediately on the execution of these presents the parties of the other part shall take over for their own absolute use and benefit all the Stock and assets of the said business and they shall have the sole right of editing, publishing, translating and selling the said literary works and books, free from any claim or interference at the instance of the parties of the one part or the heirs of the late C.Subramanya Bharati or persons claiming under them.

(In Manuscripts)

1. Essays and other Miscellaneous works.

Signed and delivered by the above-named Chellamma Bharati, Thangammal and Sakuntala, in the presence of

As the duly constututed agent of Thangammal and Sakuntala.

(sd.)P.A.Srinivasan

(sd.)Rangachari.

Signed and delivered by the above-named Pandit Harihara Sarma, C.Viswanatha Iyer, and K.Natarajan in the presence of.

(sd.)Harihara Sarma
(sd) C.Viswanathan
(sd) C.Viswanathan as the duly constituted agent of K.Natarajan.

Witness.
(sd) P.A.Srinivasan
146 China Bazar Road, Madras.

(sd) Ranganhari.

Registration Endorsements.

Presented in the Office of the Sub-Registrar of Triplicane between the hours of 1 and 2 P.M. on the 12th October 1931 by

sd. A.M.Abdur Rahman
Sub Registrar.

Execution admitted by

X Left thumb (1) wife of C.Subramania Bharathi Brahmin No.20,Raha Hanumantha Lala Street, Triplicane, at present.

do. do. do. as agent of Thangammal and Sakuntala

X Left thumb (2) Harihara Sharma son of Venkatakrishna Iyer Do.,Hindu Propoganda do. at present.

Left thumb (3) C.Viswanathan son of Chinnasami Auuar Do.,Asst., Thather do. at present.

C.Viswanathan do. do. do. do. as agent of K.Natarajan.

Identified by
(sd.)P.A.Srinivasan, son of Thiruvenkatachariar Brahmin Vaishnnavite Clerk, residing at No.146,China Bazar Road, Madras.

(sd.)P.V.Krishnamurty son of P.S.Subramania Iyer Brahmin Saivite residing at No.1/30 Hanganathan Street, Triplicane, Clerk.

12th October 1931.

(sd.)A.M.Abdur Rahman,
Sub Registrar.
Registered as No.74 of 1931 of Book 4 Volume 53 pages 122 to 126.
(sd.)A.M.Abdur Rahman
Sub Registrar.

4th November 1931

4. It is, however, expressly agreed that until the purchase price is fully paid, the Vendors' lien possessed by the parties of the one part over the copy rights shall continue to the effective and they shall on non-payment of the balance of the purchase price, be entitled to recover the same by enforcing such vendors' lien.

5. Subject only to the Vendors' lien aforementioned, the parties or the one part shall cease to have any right proprietory or otherwise in the said literary works and books and the parties of the other part shall be entitled as owners, to deal with the copy-rights and other proprietory rights in any way they choose.

6. The overdue instalments of purchase price shall bear interest at 9 per cent per annum from the date on which such instalments or any of them becomes due till date of payment. Failure to pay two consecutive instalments shall entitle the said Chellamma Bharati to collect the entire unpaid balance without reference to the period fixed.

7. Wherever the words "Parties of the one part" and 'parties of the other part' occur, they shall be deemed to include their respective heirs, legal and personal representatives and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

THE SCHEDULE.

1. Deseeya Geethangal
2. Sthothirapadalgal
3. Vedanta Padalgal
4. Vinayakar Nammanimalai and Kannan Pattu.
5. Puthia Athichudi, Pappa Pattu, Murasu and Bharati Arupatharu.
6. Katchi
7. Kuyil
8. Panchali Sapatham
9. Bhagavad Gita - Tamil translation with introduction.
10. Gnanaratham
11. Chithakkadal, Stray thoughts etc.
12. Patanjali Yoga Sutram and Poesy of the Veda Rishis.
13. Chandrigai
14. Navatantra Stories
15. Tharasu
16. Kathaikothu

The Seal
of the
Sub Registrar
of
Triplicane.

Exhibit P.(2) Produced by the

Witness before the Commissioner.

sd.K.Venkatesan
Commissioner,
26.12.43.

Certified to be a true copy,
Dated this 2nd day of July 1945.

(sd.).....
Bench Clerk, O.S.

Copied by A.Balasubramaniam.

Dated 15th June 1931.
CHELLAMMA BHARATI & ORS.
to
Pandit Harihara Sarma & Ors.

DEED OF ASSIGNMENT OF COPY HOLD RIGHTS AND PROPRIETORY RIGHTS.

Mr.T.A.Rangachari,
Solicitor, Madras.

(True copy)

"Certified as correct"

(Av.Meiyappa Chettiar)

"B" 118

DEED OF AGREEMENT dated this 4th day of August 1934 entered into BETWEEN "BHARATHI PRACHURALAYAM" a Partnership firm of which the Partners are:-- (1) Pandit Harihara Sarma, (2)C.Viswanathan, (3) K.Natarajan, and carrying on business at Triplicane, Madras, of the First Part; AND JESHINGLAL K. MEHTA of the SECOND PART.

WHEREAS the Party of the First Part the said "BHARATHI PRACHURALAYAM" has acquired the entire rights of the estate of the late C.Subramania Bharathi in the literary and other works of the said deceased by deed of Assignment dated the 15th day of June 1931 and are now possessed of the exclusive and complete rights thereto;

AND WHEREAS the Party of the Second Part requested the Party of the First Part for a partial assignment of the rights of Party No.1 in and to the extent of making records in gramaphones and in talkies or any other sound producing and Broadcasting device of the works of the late Subramania Bharathi of which PartyNo.1 is now seized of, in consideration of the terms and conditions referred and detailed hereunder:

AND WHEREAS party No.I has agreed thereto,

NOW the terms and conditions of the said Agreement between the parties are as follows:--

1. Party No.II hereby agrees to pay and has accordingly paid a sum of Rs.450/- (Rupees Four Hundred and fifty only) to Party No.I the receipt of which Party No.I hereby acknowledges and admits;

2. In consideration of the said sum of Rs.450/- referred to above Party No.I hereby grants and conveys and assigns a portion of their rights to Party No.II, viz., the right of making records in gramaphones and in talkies of the Tamil Songs inclusive of Viruthams, Verses, dialogues and stories

of the late C.Subramania Bharathi published and not published and inclusive of those in manuscripts and Party No.II shall have the exclusive right of making records in Gramaphones and talkies or use the same in any other sound producing or Broadcasting devices in respect thereof;

3. Party No.I hereby also accords, grants and conveys in favour of Party No.II the exclusive right of making records in gramaphones and in talkies or any other sound producing or broadcasting devices as mentioned above in respect of all the English Works, poems, essays and stories of the late Subramania Bharathi and in consideration therefor Party No.II herein agrees and undertakes to pay Party No.I a royalty of one anna per record sold and proceeds obtained by Party No.II.

4. Party No.II hereby agrees and undertakes to keep and maintain true and regular accounts in respect of the records made and sold by them and shall whenever called upon by Party No.I give free access for inspection thereof;

5. Party No.II shall also submit a yearly statement containing a true record of all the sales and transactions during the year relating to the subject matter of the agreement herein.

6. Party No.II shall pay Party No.I the amount accrued due and payable by way of the said royalty at the end of each year and thereafter the said amount shall carry interest at 6 per cent per annum.

7. It is hereby expressly and distinctly understood that Party No.I shall be entitled to the royalty stipulated above on the sales of records pertaining to English Works for cash.

8. The parties herein further distinctly and expressly agree that in and by this agreement Party No.II shall have only the exclusive right for the purpose of making records in gramaphones and in talkies and any other sound producing and Broadcasting devices and shall not be entitled any other rights

any other rights whatsoever which shall remain and continue to remain vested in Party No.I.

9. Party No.II shall be satisfied with the covenant of Party No.I that Party No.I has not previous hereto assigned or dealt with the rights granted by Party No.I to Party No.II under clauses 2 and 3 hereunder. In case there is any infringement of the limited rights granted by Party No.I to Party No.II, Party No.II shall at his own cost proceed in respect of such infringement and Party No.I shall not be required to institute or defend any proceedings in that behalf.

Witnesses:

(sd.)Rangachari

(sd.)Kameshankar.
4.8.34.

Bharathi Prachuralayam
by
(sd)C.Viswanathan
(sd)Jeshing Lal

Certified to be a true copy
Dated this 23rd day of July 1945.

Bench Clerk, O.S.

Copied by A.Balasubramanian.

(True copy)

"Certified as correct"

(Av.Meiyappa Chettiar)

"C"

THIS AGREEMENT made this day tenth of September 1946 between Mr.Jeshinglal K.Mehta, son of Keshavlal Mehta, residing at No.313, Esplanade, Madras, the FIRST PART and Mr.A.V.Meiyappa Chettiar, son of Avichi Chettiar, residing at No.27, Balajinagar, Royapettah, Madras of the Second PART.

WHEREAS the party of the First Part, the said Jeshinglal K.Mehta has acquired a partial assignment of the rights held by the Bharathi Prachuralayam in the literary and other works of Late Subramania Bharathi, by the Deed dated the 4th August 1934, hereto annexed and delivered to the Party of the SECOND PART;

WHEREAS the said Party of the SECOND PART requested the Party of the FIRST PART for an assignment of the entire rights acquired by him from the said Bharathi Prachuralayam in consideration of the sum of Rs.9,500/-, (Rs.Nine Thousand five hundred) only for which a sum of Rs.2,500/- (Rs.Two thousand and five hundred) has been paid to the Party of the FIRST PART by the party of the SECOND PART on 6-4-1946 and Rs.7,000/- (Rs.Seven Thousand) on signing this agreement;

WHEREAS the party of the FIRST PART has agreed thereto, THIS DEED WITNESSETH the assignment by the Party of the FIRST PART to the Party of the SECOND PART, of the entire rights acquired by him from the said Bharathi Prachuralayam over the literary and other works of the late C. Subramania Bharathi in English and in Tamil, for sound producing or Broadcasting devices, by the said Deed dated the 4th August 1934.

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-2-

It is further agreed that the party of the SECOND PART agrees and undertakes to pay directly to the said Bharathi Prachuralayam the royalty of one anna mentioned in para 3 of the said Agreement dated the 4th August 1934 between the party of the FIRST PART and the said Bharathi Prachuralayam.

The expressions "Party of the First Part" and "the Party of the Second Part" shall whereever the context admits, include beside the said parties, their respective heirs, legal and personal representatives and assigns.

The Original Agreement dated the 4th August 1934 has been delivered to the Party of the SECOND PART and the Party of the FIRST PART has no further claims or any liabilities any more in the matter.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

PARTY OF THE FIRST PART. PARTY OF THE SECOND PART

(sd.)Jeshinglal K.Mehta. (sd.)Av.Meiyappan.

WITNESSES:-

(sd.)G.Ranganathan,
Son of K.Gopaladesika Iyengar,
C/O A.V.M.Productions, Madras.

(sd.)K.Raghunathan,
15-B,Kesavaperumal Street,
Mylapore, Madras.

(True copy)

"Certified as correct"

(Av.Meiyappa Chettiar)

SECRETARY, EDN. AND P.H. DEPT. 4 SEP 1948 GOVERNMENT OF MADRAS

G3 (G) 124

Madras,
Dated 2nd Septr.1948.

65802

From
A.V.Meiyappa Chettiar,
27, Balajinagar,
Royapettah,
Madras.

To
M.V.Subramanian Esqr.,I.C.S.,
Secretary to Government,
Education and Public Health Department,
Madras.

Sir,

Sub: Bharathi's songs - Copyright.

Ref: Your letter Confidential No.38864/G3/48-10 Edn., dated 1-9-1948.

****

I have for acknowledgment your above letter received to-day.

I have earlier in the day despatched to you my letter dated 28th August prepared before I left Madras and signed by me to-day.

Yours faithfully,

Av.Meiyappan

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E&P.II (93)

(26694) p62 y

From the Govt. Pleader, Coimbatore - Letter dated 22.7.48.

Dpsectn Memo 38864/93/48-10. Edu. d. 28/10/48.

17/10

Bharathi's Songs - Requisition of Copyright.

The Govt. Pleader is requested to state whether the District Judge has passed final orders in O.S. No. 4 of 1948 between A.V. Meiyappa Chettiyar and

pages 32-33 y

2

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and T.K.S. Brothers, Coimbatore, and four others and if so, what these orders are; He is informed that a copy of the Court's judgment in the suit should be obtained & submitted to Govt. as soon as the case is finally disposed of.

13.10.48 15/10/48

To The Govt. Pleader, Coimbatore.

Confidential

E & P.H.(G3) Deptt.

Memorandum No. 38864/G3/48-11 dt. 28.10.48.

Subr- Bharathi's Songs - Acquisition of copy right.

In order to make the songs of the late Sri C. Subrahmanya Bharathi, the Tamil poet available to the public, the Govt. propose to take steps to acquire the copyright in respect of the poet's works.

2. It is understood that on the 15th June, 1931, Chellammal, widow of the poet and his two daughters Sakuntala and Thangammal had executed a registered agreement under which they purported to convey the copyright in the works of the poet to a firm called Bharathi Prachuralayam, a partnership firm consisting of three members namely Pandit Harrihara Sarma, C. Viswanatha Iyer and K.Natarajan for a consideration of Rs.4,000/-. The said agreement purported to convey to the "Bharathi Prachuralayam" the entire copyright and other proprietory rights of the poet in his literary works and books absolutely. The works in which the aforesaid rights were given, by the agreement referred to, are the following:-

(1) Desia Geethangal.
(2) Sthothira Padalgal.
(3) Vedantha Padalgal.
(4) Vinayagar Nanmanimalai and Kannan Pattu.
(5) Pudhia Athichoodi-Pappa Pattu, Murasu and Bharathi Aruvatharu.
(6) Katchi.
(7) Panchali Sapatham.
(8) Bhaghavat Geetha - Tamil translation with introduction.
(9) Gnanaratham.
(10) Ghithakkadal.
(11) Padhanjali Yoga Suthram and Poesy of Vedarishis.
(12) Chandrigai.
(13) Navathanthra Stories.
(14) Tharasu.
(15) Kadhai Kothu.
(16) Essays & other miscellaneous works (in manuscript)

The 'Bharathi Prachuralayam' in its turn, under an unregistered agreement dated the 4th August, 1934 conveyed to Mr. J.K.Mehta for a consideration of Rs.450/- a portion of the rights which it had acquired under the agreement dated the 15th June, 1931. The rights conveyed to Mr. Mehta under this document were in respect of making records of the songs for gramaphones and talkies or using the poet's songs and other works in any other sound producing and broadcasting device; under

the agreement Mr. Mehta is to pay the Prachuralayam a royalty of one anna per record sold.

3. Again, under ~~a document dated 4th August, 1934~~ an unregistered document dated 10th Septr. 1946 Mr. Mehta has conveyed to Sri A.V.Meyyappa Chettiar for a consideration of Rs.9,000/- the entire rights acquired by him from the Prachuralayam. Mr. Meyyappa Chettiyar has now made a proposal to Government in a letter ~~to Govt.~~ dated 2nd June 1948 ~~(copy enclosed)~~ offering to assign his rights in the poet's works, as a gift to a Trust composed of himself (or, in his place, one approved nominee of his) and two or more members nominated by the Govt. The further details of his proposals will be found in para 13 of his letter.

4. It has been brought to the Govt.'s notice that Mr. Meyyappa Chettiyar has filed a suit in O.S.No. 4 of 1948 on the file of the District Judge, Coimbatore, for reliefs against certain persons and for a perpetual injunction restraining them, their representatives, agents, assigns and servants, from distributing and delivering for distribution and exhibiting or causing to be exhibited, the film "Bilhanan" containing the sound record of one of Subrahmanya Bharathi's songs and from having or allowing the said song performed in any manner in the ~~cause~~ course of the exhibition of the said film or otherwise, and requesting the court to pass certain other directions. The plaintiff's contentions are contested by the defendants in the suit.

The validity of the documents referred to above will, doubtless, be decided by the District Judge.

5. The Govt. Pleader, Coimbatore, has stated that after the death of the poet, which occurred in 1921, the rights of copyright will continue in his heirs till 1971 under Section 3 of the Imperial Copyright Act, 1911. He is of the opinion that in view of the assignment of those rights to Bharathi Pracharalyam and of the transfer of a portion of the rights to Mr. Mehta who has assigned them to Mr.Meyyapa Chettiar, the Govt., should they decide to acquire these rights, have to acquire them both from the Prachuralayam and Mr. Meyyappa Chettiyar. This opinion is based on the assumption that the three documents referred to will be held to be valid in law, by the Court.

The Govt. propose to consider the question of acquiring the rights in question from such body or person or persons as may now possess them, after the District Judge has passed final orders in the suit now pending in his court. ~~They centre assumption~~

(PTO

p 64 y

pages 48-58 cf

- para 13 - p 54 cf

pages 54-56 y

- p - 62 y

+ also p - 86 y

p 87 cf

p. 65 cf

(B)

p 32 cf

130

67

~~that Mr. Meyyappa Chettiar's title to the rights which he claims is valid.~~ The Govt. also proposed in that connection, to consider the question of accepting the offer of Mr Meyyappa Chettiyar ~~contained~~ in his letter of the 2nd June.

pages 48-58 cf

6. The Govt. solicitor is meanwhile requested to be so good as to offer his views on the proposals referred to in the foregoing paragraph, after examining the documents sent herewith and to prepare and furnish the necessary drafts of the deeds which have to be executed by the Govt. in order to give effect to the~~se~~ proposals.

Sent in sealed cover. H.P. 3/11/48.

To
The Govt. Solicitor.
(with enclosures as in list attached.)
(to be returned with reply)

29.9.48

29-9-48

List of documents sent.

pages 48-58 cf (1) Letter from Sri A.V. Meiyappa Chettiyar dated 2nd June 1948 (six sheets)

pages 76-89 cf (2) Certified Copy of plaint in OS No. 4 of 1948 in the Court of the Dt. Judge, Coimbatore - (Seven sheets)

pages 90-107 cf (3) Certified Copy of the written statement of the 1st defendant in OS No 4 of 1948 in the Court of the Dt. Judge, Coimbatore - (Nine sheets) -

pages 108-123 cf (4) Letter from Sri A.V. Meiyappa Chettiyar dated 28th Aug. 1948 (Eight sheets) -

pages 62-67 cf (5) Letter from the Govt. Pleader, Coimbatore dt 22nd July 1948 -

R.D. - 30/11/4

29.9.48

29-9-48

no 2161

Coimbatore
3.11.48

From,

Sri A. Palanisami Gounder, Advocate
Government Pleader

5 - NOV 1948

To,

The Secretary to Government
Education & Public Health Department
Madras.

Sir,

81094
p126-127cf

Your ref no. 38864-G-3-48-10-Edn.
dated 28-10-48.

Sub: Bharathi's Songs - Acquisition of Copy right. O.S. no 4/48 Dist Court.

The above suit stands posted to 8-11-48 for fresh summons to 2nd defendant. On the disposal of the suit, I shall get a Copy of the judgment and submit to the Government.

A. Palaniswami
Govt Pleader

CONFIDENTIAL.

(9) 93. 134

From H.M.Small Esq., O.B.E.,
M.A.,L.L.B.,
Government Solicitor,
Madras.

To The Secretary to the Government
of Madras,
Education & Public Health
Department,
Fort St. George, Madras.

8 NOV 1948

3350.

5th November 1948.

Sir,

b128-130cf

82297

Bharathi's songs- Acquisition of copyright - Your memorandum No.38864.G3.48.11 of the 28th ultimo.

I have received yesterday your above mentioned Confidential memorandum with its enclosures and the same are receiving my attention and I will write you again on the subject at an early date.

Yours faithfully,

H.M. Small

Government Solicitor.

HMS/MRV

135

CONFIDENTIAL. 93(12) 136

From H.M.Small Esq., O.B.E.,
M.A., L.B.,
Government Solicitor,
Madras.

To The Secretary to the Government of Madras
Education & Public Health Department,
Madras.

9th November 1948.

3387.

Sir, p128-130 cf

Bharathi's songs - Acquisition of copyright - Your memorandum No.38864.G3.48.11 of the 28th ultimo.

p134 cf

In continuation of my letter No.3350 of the 5th instant I now return the enclosures to your memorandum (33 sheets), safe receipt of which please acknowledge at your convenience.

It would be impracticable to attempt at this stage of the Coimbatore suit to determine in which person or persons resides the copyright(if any) in the literary and/or artistic works of the poet. It is alleged in paragraph 30 of the Written Statement of the first defendant that the poet resided in Pondicherry, foreign territory, when he composed the Kannan Pattu poems. If he published them there in the first instance no copyright can subsist in any person or persons in India in those published works. See section 1(a) of the English Act of 1911. Also it should be ascertained whether all or any of the poet's works were first published in India in Tamil and were afterwards translated into English and published by himself or anyone else in English, or vice versa since section 4 of the Indian Act of 1914 will then apply. If the poet himself or anyone else as his assignee or licencee did any translations from one language to another within ten years after his first publication then copyright in such translations will persist for the full period of 50 years after his death: if no such translations were made within the said period of ten years then copyright in respect of translations of those particular works has lapsed and anyone can now translate and

p107 ante

137

-2-

publish the works freely.

Again, assuming that Mr. Meiappa Chettiar did obtain a valid assignment of the right to recite or perform the songs and/or poems or any of them it is to be noticed that he has apparently already, on his own admission in paragraph 9 of his letter of the 2nd June last to the Hon'ble the Premier of Madras, granted free licence (until 1971) to All India Radio and The Travancore and Mysore Radios to perform all the said songs.

Thus it will be seen that any right which the Government of Madras may ultimately acquire in the works of the poet may prove to be extremely limited and for this reason a detailed enquiry should first be made into the history of the publications and all translations of the poet's songs and poems with reference to time and place of publication and translations respectively.

Publication in India and Pondicherry would be deemed to be simultaneous if the Indian publication took place not later than fourteen days after the respective Pondicherry publications. See section 35(3) of the English Act.

So far as copyright may still subsist in any person or persons in any particular works of the poet all copyright holders and assignees of any particular rights may join in one deed of assignment in favour of Government and, on hearing from you further with any additional useful information that can be gathered on the lines indicated above, I shall draft a suitable form of assignment.

Yours faithfully,

H.M. Omalley

Government Solicitor.

HMS/MEV

G3 (71) 138

From

Sri.A.Palanisami Goundar, BA,BL,
Government Pleader
Coimbatore

To

The Secretary to Government
Education & Public Health
Department
Madras
Dated 21-11-1948n

87591
25 NOV 1948
SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH DEPT.

No. 2277

Your Ref No. 38864 G-3-481-10 Edn dated 28-10-48

Sub: O.S.No. 4 of 48 District Court, Bharathi's songs- Acquisition of Copy right :

The above suit stands posted to 3-12-48 for the filing of the written statement by the 2nd defendant.

Government Pleader

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Ext. II (83)

Memo. No. 38864-48-93-13-Edn. dt 2-12-1948.

Bharathi's Songs - Acquisition of Copyright -

A Copy of the Govt. Solicitors' letter No. 3387 dated the 9th Novr. 1948 regarding the Govt.'s proposal to Acquire the Copyright of the poet Bharathi's works is forwarded to the Govt. Pleader. The Govt. Pleader is requested to state whether the details in respect of Bharathi's works, referred to by the Govt. Solicitor are available in the papers filed in the Dt. Court in connection

Dy. Section 2/12

Pages 136-137 of

141 2

Connection with O.S No 4 of 1948 between A.V. Meiyappa Chettiyar and T.K.S. and Brothers & others, and if so, to submit a Report to Govt. on the points raised by the Govt. Solicitor in his letter.

1.12.48

1-12-48

To
The Govt. Pleader,
Coimbatore
(with a Copy of the Govt. Solicitor's letter No 3387 dt 9.11.48)

Despatched in Sd. cover 3/12

pages 136-137

Rd 20/12

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149 93

From
Sri.A.Palanisami Goundar, BA,BL,
Government Pleader,
Coimbatore

To
The Secretary to Government
Educational and Public Health Dept.,
Madras
Dated 25-12-1948

No. 2449

Ref.: Memorandum No.38864-48-G-3-13 Education :-

97323

Sir,

Sub: Bharathi's songs- Acquisition- Copyright

With reference to the Government's above communication I have the Honour to report as follows :-

The 1st defendant, though has alleged in para 30 of the Written Statement that the Poet resided in Pondichery (foreign territory), when he composed the "Kannan Pattu", he has not filed any document to show that "Kannan Pattu" was published at Pondichery-

Of the exhibits now filed into Court, those that are somewhat relevent to the points in question are :-

(1) "Avvayar", a drama where some songs of poet Bharatahi have been used

(2) "Desia Geethangal" This is a book containing the national songs of the poet Bharathi published by Bharathi Prachuralayam in 1947 (with copyright registered)

There are no other documents or books relevent to the points referred to in the letter to the Government, from the Government Solicitor. pages 136-137 ante

A P Palanisami

Government Pleader

143

(14) Edn. A (93

Confidential

Memo 38864/93/48-14. Edn. dt 10/1/49

Bharathi's songs -
Requisition of Copyright -

The Govt. have under consideration a proposal to acquire the Copyright in the late Poet Subramania Bharathi's works in order that the songs of the Poet can be made available to the public at large.

2. Copies of Memo No. 38864-93-48-11 Edn. dated the 28th Oct. 1948 addressed ~~by the Govt.~~ to the Govt. Solicitor and his reply thereto in his letter No. 3387 dated the 9th Nov. 1948 on the subject are forwarded to the Collector for information. The Collr's attention is invited to the points raised by the Govt. Solicitor in his letter and he is requested to make an investigation into the points on which information is sought by the Govt. Solicitor, by contacting the members of the Poet's family who are stated to be in the Tirunelveli district, and submit a detailed report to Govt. at an early date.

3. The suit in the Coimbatore Dt. Court referred to in the Correspondence forwarded has not yet been finally disposed of -

10/1/49

To
The Collr. of
Tirunelveli
(with enclosures)

Despatched with encls. by Regd. post 18/1

ஓம்.

37. கைலாசபுரம்
திருநெல்வேலி.
14. 2. 49.

கனம் கல்வி மந்திரி ஸ்ரீமான் அவிஞாசிலிங்கம்
அவர்களுக்கு,

நமஸ்காரம்.

என் கணவர் பாரதியாரின் கவிதைகள், வசனங்கள் முதலியவைகளில் யார்யாருக்கு உரிமைகள் இருக்கின்றனவோ அவற்றையெல்லாம் சென்னை அரசாங்கமே பெற்று தமிழ்மக்களுக்கு வழங்க நினைப்பதாகவும், அதற்காக சில தகவல்கள் தெரிய வேண்டும் என்றும் திருநெல்வேலி தாசில்தார் அவர்கள் என்னைக் கேட்டார்கள். எனக்குத் தெரிந்த தகவல்களைக் கொடுத்திருக்கிறேன். நானும் என்மகள் தங்கம்மாள்-யாரதியும் கொடுத்த ஸ்டேட்மெண்டின் நகலையும் இதனுடன் அனுப்பி யிருக்கிறேன். அதைப் பார்வையிட்டு ஏற்றவாறு செய்ய வேண்டுகிறேன்.

செல்லம்மாபாரதி

146

147 (76)

காலஞ் சென்ற கவி சுப்பிரமணிய பாரதியாரின் மனைவி செல்லம்மாபாரதியும், மகள் தங்கம்மாள்-பாரதியும் திருநெல்வேலி தாசில்தார் அவர்களிடம் கொடுத்த ஸ்டேட்மெண்ட்.

1) கவிஞரால் புதுச்சேரியில் 1910-ம் வருஷத்திலிருந்து 1918 வருஷத்திற்குள் இழ்கண்ட பாட்டுக்களும் கவிகளும் பிரசுரிக்கப்பட்டிருக்கின்றன.

1 கண்ணன் பாட்டு
2. ஞானரதம்
3. பாஞ்சாலி சபதம்
4. தேசீய கீதங்கள் (நாட்டுப்பாட்டு)
5. பாப்பாப் பாட்டு
6. முரசு
7. ஆறில் ஒரு பங்கு
8. கனவு
9. தங்கவால் நரிக்கதை (ஆங்கிலம்)

இந்த 9 புஸ்தகங்களும் புதுச்சேரியிலுள்ளவர்களுக்காவது, இந்தியாவில் உள்ளவர்களுக்காவது, அவராலாவது, எங்களாலாவது பதிப்புரிமை கொடுக்கப் படவில்லை. பாரதியாராலேயே, அவருடைய சொந்தச் செலவின் பேரிலேயே ஈத பாட்டுக்களும், கதைகளும் அச்சடிக்கப்பட்டது. ஆகையால் பிரசுரஉரிமை எங்களுக்கே பாத்யப்பட்டது.

2) பாரதியார் 1921 வருஷத்தில் செப்டம்பர் 11-ந்தேதி சென்னையில் காலமானார். ஈத பாட்டுக்கள் எங்களாலேயே சென்னையில் அச்சடிக்கப்பட்டு பிரசுரம் செய்யப்பட்டது.

3) 1923-ம் வருஷம் முதல் 1931-ம் வருஷம் வரை ஈத பாட்டுக்களும் வசனங்களும், இதரபாடல்களும் எங்களாலேயே வறிந்தி பிரசாரகாரியாலயத்தில் திருவல்லிக்கேணியில் வைத்துப் பிரசுரம் செய்யப்பட்டது. அதுவரை நாங்கள் ஒரு புஸ்தகங்களையும் ஒருவருக்கும் பதிப்புரிமை கொடுக்கவில்லை. இவ்விதம் எங்களால் பிரசுரம் செய்யப்பட்ட காவியங்கள், வசனங்கள், பாட்டுக்கள் வகையரு 1928-ம் வருஷம் செப்டம்பர் மாதம் 20-ந்தேதி சென்னை கவர்ன்மெண்டாரால் கைப்பற்றப்பட்டு திரும்ப அந்த ஆர்டர் காண்ஸல் செய்யப்பட்டு 22.1.29-ல் எல்லாப் பிரசுரங்களும் திரும்பக் கொடுக்கப்பட்டது. இதிலிருந்தே எங்களுக்குத்தான் ஈத காவியங்களுக்குப் பதிப்புரிமை என்பது துலங்கு

4) 1931 வருஷம் ஜூன் மாதம் 15 ந் தேதி 1 — பாராவில் சென்ற முதல் 6 புஸ்தகங்களும் அது தவிர ஸ்தோத்திரப் பாடல்கள், வேதாந்தப் பாடல்கள், விநாயகர் நான்மணிமாலை, புதிய ஆத்திசூடி, பாரதி அறுபத்தாறு பகவத்தீதை, சித்தக்கடல், பதஞ்சலி யோக சூத்திரம், வேதரிஷிகளின் கவிதை சந்திரிகை, நவதந்திரக் கதைகள், தராசு, கதைக் கொத்து, சில, எஸ்ஸேக்களும் எங்களால் பண்டிட் ஹரிஹர சர்மா, சி. விசுவநாதய்யர், கே. நடராஜய்யர் இவர்கள் ஏற்படுத்திய பாரதி பிரசுராலயம் என்ற பேருக்கு ரூ 4000/ த்திற்கு பதிப்புரிமை ரெஜிஸ்தர் தஸ்தவேஜு மேலமாய் கொடுக்கப் பட்டது.

5) மேலே சொல்லிய 4 ம் பாராவிலுள்ள புஸ்தகங்களைத் தவிர 1 ம் பாராவிலுள்ள கடைசி மூன்று புஸ்தகங்களுக்கு (ஆறில் ஒரு பங்கு கனவு, தங்கவால் நரிக்கதை) நாங்கள் ஒருவருக்கும் பதிப்புரிமை கொடுக்கவில்லை. நாங்களே பதிப்புரிமை வைத்துக் கொண்டிருக்கிறோம்.

செல்லம்மா பாரதி
தங்கம்மாள் பாரதி
5. 2. 49.

L.Dis. 573/49

Collector's Office,
Tirunelveli, dated 18- 2- 49.

Enc: One file of 6 pages.

From

K. Ghulam Mahmood Sahib Bahadur,B.A.,
Collector, Tirunelveli.

To

The Secretary to the Government,
Education and Public Health Department,
M a d r a s.

S i r,

Sub: BHARATHI'S SONGS- Acquisition of Copyright.

Ref: Government Memo. No. 38864.G.3. 48.14. dated 10-1-49.

oOo

Srimathi Chellammal the widow of the late poet Subramania Bharathi, and Srimathi Thangammal, his elder daughter are now residing in Kailasapuram in Tirunelveli Junction. Sambasiva Iyer, the maternal uncle of the poet is residing at Ettayapuram in Koilpatti taluk. The second daughter of the Poet, Srimathi sakunthala is now residing with her husband in Borneo.

2. According to Sambasiva Iyer, the maternal uncle of the poet, none of the 16 poems referred to in the Government Memo. No. 38864 G. 3 48. 11 dated 28-10-48 were published at Pondicherry. He states further that the manuscript copies of the poets' songs which were available at Pondichery Kadayam, Ettayapuram and Madras, were all collected by the poet's cousin Sri. Viswantha Iyer and published by him in Madras after the death of the Poet. He is not able to give any other useful information; but suggests that the cousin of the late Poet, mentioned above, who is now working as Headmaster in the High School at Manamadura may be consulted for further details.

3. In their statement made before the Tahsildar, Tirunelveli on 11- 2- 49 the wife and daughter of the poet say that the following 9 songs were composed by the late poet between the years 1910 and 1918 when he was at Pondichery and they were got printed at Pondichery by the Poet at his cost.

1. Kannanpattu.
2. Gnanaratham.
3. Panjali Sabatham.
4. Dhesia Gheethanagal.
5. Pappa Pattu.
6. Murasu.
7. Auril Onru (2) Kanavu
9. Thangaval Narikathai.

They state that the above works were subsequently published at Madras by the after the poet's death in 1921. They also say that the remaining songs of the poet were first published by them only from Madras. They admit that they gav away in 1931, the copyright of the poems mentioned in the Government referenc to the Bharathi Pingsuralayam for a consideration of Rs. 4000/- They add that the copy right of the poems Auril Onru, Kanavu and Thangaval Narikathai is str reserved by them.

4. It is not ascertainable whether any of the works which we first published in India in Tamil were afterwards translated into English or v versa. The dependants and the maternal uncle of the late poet are not able to give any other useful information. If deemed fit, the cousin of the poet Sri. C. Viswantha Ayyar, B.A.L.T., Head Master of the Manamadura High School at Manamadura may be got examined for further particulars.

P.T.O.

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6. The statements of (1) Sri.Sambasiva Iyer & (2) the widow and daughter of the late Poet are enclosed.

FOR COLLECTOR.

KG.18

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நான் சாமிநாதையர் (மகாகவி பாரதியாரின் மைத்துனர் இவரின் தகப்பனார்) மகாகவி யாத்தளித்த மகத்தான பல இலக்கியங்களையும் கையெழுத்துப் பிரதிகளாகவும் தனது கைவசம் வைத்திருந்தார். அவற்றுள் பல பிரசுரமாகியுள்ளன. அவற்றுள் சில பிரசுரமாகாமலும் உள்ளன. அவற்றுள் சில பிரசுரமாகாத படைப்புக்களை மகாகவியின் மருமகனாரும் என் நண்பருமான திரு. வி. கல்யாணசுந்தரம் அவர்களிடமிருந்து பெற்று இங்கு பிரசுரிக்கின்றேன். இவை மகாகவியின் கையெழுத்துப் பிரதிகளாகவே இங்கு பிரசுரிக்கப்படுகின்றன. இவற்றை மகாகவியின் மருமகனாரிடமிருந்து பெற்றுத் தந்தவர் திரு. வி. கல்யாணசுந்தரம் B.A., L.T., Head Master, High School, Manamadurai.

(மகாகவியின் கையெழுத்து)

திரு. வி. கல்யாணசுந்தரம்
(Before me)
A. Samia Ambi
26-4-43
Tahsildar

COLLECTOR'S OFFICE
16 FEB 1944
TINNEVELLY

Statement of Chellammal Bharathi and late Kavi Subramania Bharathi and of Thangammal daughter of the Poet.

1) கவி சுப்பிரமணிய பாரதியாரால் பாண்டிச்சேரியில் வைத்து 1910ம் வருஷ முடிவிற்கும் 1918ம் வருஷ முடிவிற்கும் இடையில் அவரால் உண்டு பண்ணப்பட்டவை, கீழ்க்கண்டபடி பத்தாகும் கவிதைகளும் பிரசுரிக்கப்படாதவை ஆகும்.

1) கண்ணன் பாட்டு.
2) ஞானரதம்.
3) பாஞ்சாலி சபதம்
4) தோத்திரப் பாடல்கள்.
5) பாப்பா பாட்டு.
6) முரசு.
7) வெள்ளைத் தாமரை. ×
8) கனவு. ×

கீழ்க்கண்டவை தமிழில் எழுதப்பட்டவை.

9) தராசுக்கவி நாலடிக்கண்டு. (கிரேக்கியிலிருந்து எழுதப்பட்டது)

கிரேக்க ஆண்டவனுடைய கைகளும் பாண்டிச்சேரியில் உள்ளவர்களுக்காவது.
கிரேக்கியாவில் உள்ளவர்களுக்காவது.
அவர்களாவது அல்லது எவர்களாவது.
அந்தகாலத்தில் பதிப்புரிமை கொடுக்கப்படவில்லை. பாரதியாரவிலையே. அவருடைய கொள்கைகளின் பேரிலையே. அதனால் பாட்டுக்களின் புஸ்தகங்களில் பாண்டிச்சேரியில் வைத்து அச்சடிக்கப்பட்டது தவிர பிரசுரமும் பதிப்புரிமையும் எங்களுக்கே தரப்பட்டது. அவர்களிடத்து பேதமில்லை. அவர்களாவது ஒருவரும் பிரசுரம் செய்ய உரிமையோ, பதிப்பு செய்ய உரிமையோ அவர் யாவருக்கும் கொடுக்கவில்லை.

2) பிற்பாடு 1921ம் வருஷம் செப்டம்பர் மாதம் 11ந் தேதி பாரதியார் பூதவுடலை நீத்து பேரருட் பெருஞ் சோதியில் கலந்தபின் எங்களுடைய பேரனாரவர்களுடைய

சட்டத்தின்படி பிரசுரம் செய்யப்பட்டது.
இதுவரை 1923ம் வருஷம் முதல் 1931ம் வருஷம்
வரைக்கிலுள்ள கீர்த்தனங்களும், வசனங்களும் கீர்த்தனங்களும் வசனங்களும் எங்களால
இயற்றித்து பிரசுரகர்த்தியாலயத்தில்
இவ்வருஷத்தில் பிரசுரம்
செய்யப்பட்டது. 1931ம் வருஷம் வரை.
நாங்கள் இதுவரைக்கும் ஆதரித்துக்கொண்டு வரும் பிரசுரஸ்தர்களையோ, பதிப்புரிமையோ
கொடுக்கவில்லை. இனிமேலும் எங்களால் பிரசுரம்
செய்யப்பட்ட காவியங்கள், வசனங்கள்,
பாட்டுக்கள் வகையறு 1928ம் வருஷம் செப்.
டெம்பர் மாதம் 20தேதி பதிவுபண்ணி
கைப்பற்றப்பட்டு. திருநெல்வேலி சப்தர்ஜட்
கோர்ட்டில் செய்யப்பட்டு. 22-1-29ல்
எல்லா பிரசுரங்களும் திரும்பக்கொடுக்கப்பட்டன. இதினிமித்தம் எங்களுக்கு
இந்தக் காவியங்களுக்கும் பாட்டுக்களுக்கும்
பதிப்புரிமை என்றும் நிலைக்கும்.

3). 1931ம் வருஷம் ஜூன் மாதம் 15தேதி. 1வது பாகமில்
சொன்ன. முதல் வரை. கீர்த்தனங்களும், கீழே
குறிப்பிட்ட வைகள் அதாவது 1) ஸ்தோத்திர
பாடல்கள், (2) ஆதாரப்பாடல்கள், (3) வினயகர்
நான்மணிமாலை, (4) புதிய ஆத்திசூடி. (5) பாரதி அறுவகை.
(6) காட்சி. (7) பகவத்கீதை. (8) இந்தியாவின் பழங்கதை
யோகத்துறைகள். (10) வேதாந்தசங்கீர்த்தனங்கள்.
(11) சுற்றுவகை, (12) நவரத்தினக்கிளைகள்.
(13) திருநூல். (14) கதைக்கொத்து. (15) கிளிவேண்டும்.
இவைகளுக்கும், எங்களால் பண்டிட்டு.
ஸ்ரீனிவாசசர்மா, டி. விசுவநாதஅய்யர்
K. நடேசஐயர் இவர்களால் ஏற்படுத்திய.
பாரதி பிரசுராலயம் என்றபேரில் இரு
4000/- க்கு பதிப்புரிமை ரெஜிஸ்தர்செய்தார்.
வேண்டுமளவில் கொடுக்கப்பட்டது. இந்த.
இப்பாகமில் சொல்லியிருக்கிறபுஸ்தகங்களில்
1வது. பாகமில் சொல்லியிருக்கிறபடி
க்கு பிரசுரத்துவரை. மட்டும் பாட்டுக்கள். பூராவும்
மட்டும் இவர் வைத்துக்கொண்டு எங்களால்.
முதல்முதலில் பிரசுரம் செய்யப்பட்டது.//

(3)

(4) 1வது பாகமில் சொல்லியிருக்கிறபுஸ்தகங்களை புஸ்தகங்களுக்கு
மாத்திரம் இவ்வருஷம் கிண்ணம்.
பதிப்புரிமை கொடுக்கவில்லை. மற்றும்.
சேதுபதி பதிப்புரிமை. வைத்துக்கொண்டிருக்கிறோம்.

தங்கள்மன்—பாரதி
கல்வம்மாடாரதி
Regd user
இயக்கம்
11.2.44
Tallur TNV

Copy of the statement made by Hon (Ex) on the floor of the Legislative Assembly. on 12/3/19.

There is a great popular feeling that the works of Sri C. Subramania Bharathi, the great poet of Modern Tamil Renaissance, should be acquired by the Government and made available for the use of the public generally at as cheap a cost as possible. I have great pleasure in informing this House, and through the House, the public at large, that Sri A.V. Meyyappa Chettiar has agreed to convey to the Government the rights vested in him of reproducing the Poet's songs by sound-reproducing or broadcasting devices. The terms of his letter are as follows:

p 163 infra

"I hereby undertake to transfer to the Government of Madras, by way of gift, all rights in respect of the reproduction by sound-producing or broadcasting devices, of the songs, poems and other compositions and works, both in English and in Tamil, of the late Sri C. Subramania Bharathi. The formal deed of gift in favour of Government will be executed by me as soon as possible"

Sri C. Viswanatha Iyer, the Poet's brother, has also agreed to convey to the Government his proprietary rights in regard to the printing and publication of the Poet's works to the Government for a consideration of Rs.15,000/-. In addition, he has agreed to convey as a gift the manuscripts of the Poet in order that they may be kept in a befitting manner in the Government Museum.

p 167 infra

Sri C.Viswanatha Ayyar's letter is in the following terms:

"I hereby agree to convey the proprietary rights I have over Poet C. Subramania Bharathi's works to the Government of Madras for a consideration

of Rs.15,000/- (Rupees fifteen thousand only). I shall also convey, as a gift, the manuscripts of poet Bharathi to be kept by the Government of Madras in the Government Museum.

I retain the right to sell such of the printed and published stock of the poet's works that I have in my possession on this date within one year from today.

The Government may make such arrangements as it thinks fit to make the poet's works popular and available to the public at as cheap cost as possible.

This agreement may come into effect from today."

The Government wish to convey their thanks to Sri A.V. Meyyappa Chettiar for his gift and to Sri Viswanatha Iyer for his gift of the Poet's manuscripts and for agreeing to convey his publishing rights. The Government will make such arrangements as they think fit to make the poet's work popular and available to the public at as cheap cost as possible.

LEGAL DEPARTMENT.

As directed by H.Pr. this morning, I place below a letter signed by Sri A.V.Meiyappan re. the broadcasting etc. rights in Sri C.Subrahmanya Bharathi's songs, poems and works. I have consulted Secretary, E.& P.H., and he sees no objection, but wished me to suggest that H.M.(Edn) may be informed.

Two spare copies of the letter are placed below, one of which may be passed on to the Director of Publicity for communication to the Press.

The main file (obtained from E. & P.H.) is linked hereto.

11/3/49.

G.P.R
11/3

H. Pr.

H. M. Education may see

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Madras,
11th March 1949.

From

A.V. Meiyappan,
A.V.M. Studios,
Kodambakkam, Madras 24,

To

The Secretary to the Government of Madras,
E. & P.H. Department,
Fort St. George, Madras 9.

Sir,

I hereby undertake to transfer to the Government of Madras, by way of gift, all rights in respect of the reproduction by sound-producing or broadcasting devices, of the songs, poems and other compositions and works, both in English and in Tamil, of the late Sri C. Subramania Bharathi. The formal deed of gift in favour of Government will be executed by me as soon as possible.

Yours faithfully,

A.V. Meiyappan

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ASST. SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH DEPT.
10 MAY 1949

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Madras,
11th March 1949.

From

A.V. Meiyappan,
A.V.M. Studios,
Kodambakkam,
Madras 24,

To

The Secretary to the Government of Madras,
E. & P.H. Department,
Fort St. George, Madras 9.

Sir,

I hereby undertake to transfer to the Government of Madras by way of gift all rights in respect of the reproduction by sound-producing or broadcasting devices of the songs, poems and other compositions and works, both in English and in Tamil, of the late Sri C. Subramania Bharathi. The formal deed of gift in favour of Government will be executed by me as soon as possible.

Yours faithfully,

(Sd). A.V. Meiyappan.

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Dated, 12th March 1949.

From

C. Viswanatha Ayyar,

Headmaster, O.V.C. High School,

Manamadura,

To

The Hon'ble Sri T.S. Avinashilingam Chettiar,

Minister for Education, Fort St.George, Madras.

Sir,

I hereby agree to convey the proprietory rights I have over Poet C. Subramania Bharathi's works to the Government of Madras for a consideration of Rs 15,000/- (Rupees fifteen thousand only). I shall also convey the manuscripts of poet Bharathi to be kept by the Government of Madras in the Government Museum.

I retain the right to sell such of the printed and published stock of the poet's works that I have in my possession on this date within one year from today.

The Government may make such arrangements as it thinks fit to make the poet's works popular and available to the public at as cheap cost as possible.

This agreement may come into effect from today.

Yours faithfully,

C. Viswanathan

This may be approved.

To purchase such rights as the wife & the two daughters of the poet or to give them as a gift another expenditure of Rs 15000/- Fifteen thousand & Rs 5000/- each may also be sanctioned.

Urgent procedure may be followed

Wife and two daughters together may get Rs 15000/-

12.3

G.P.R 12/3

TSA

4.2.49

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(169) Sent to Govt Solicitor

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Dated, 12th March 1949.

From

C. Viswanatha Ayyar,

Headmaster, O.V.C. High School,

Manamadura,

To

The Hon'ble Sri T.S. Avinashilingam Chettiar,

Minister for Education, Fort St.George, Madras.

Sir,

I hereby agree to convey the proprietory rights I have over Poet C. Subramania Bharathi's works to the Government of Madras for a consideration of Rs 15,000/- (Rupees fifteen thousand only). I shall also convey as a gift the manuscripts of poet Bharathi to be kept by the Government of Madras in the Government Museum.

I retain the right to sell such of the printed and published stock of the poet's works that I have in my possession on this date within one year from today.

The Government may make such arrangements as it thinks fit to make the poet's works popular and available to the public at as cheap cost as possible.

This agreement may come into effect from today.

Yours faithfully,

C. Viswanathan

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Special

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Ex P. It (G2)

Letter 38864/G2/49-15 Edn. d. 15/3/49

Ref

Dp 15/3/49

To

Sri A. V. Meiyappa Chettiyar
A. V. M. Studios
Kodambakkam
Madras (24)

Dpd 15/3/49

Sir,

Bharathi's Songs-rights - transfer to Govt.

I am directed to invite attention to your letter to Govt. dated 11th March 1949 and to ask you to furnish at a very early date the following documents, in order that further act

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action may be taken by Govt.
in pursuance of your letter of 11th March :— p165
(i) The originals of the documents
relating to the acquisition of your
rights of broadcasting etc of the Poet Bharathi's
songs, poems etc
(ii) Document to show that no
suit now pending in the District
Court has been settled out of Court—

15-3-49

BHARATHI PRACHURALAYAM,
Triplicane, Madras-5.
D/16-3-49.

To

The Secretary to Government,
Education & Public Health Dept.,
Madras-9.

Sir,

I am herewith furnishing the original documents connected with my rights in the literary and other works of the late Subramanya Bharathi to facilitate the drafting of the deed of assignment to be executed by me in favour of the Government as per my letter dated 12-3-49.

20702

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I am also furnishing -

(1) a list of the works in which I have acquired copyright (Schedule I);

(2) a stock list of the published works - finished and unfinished - of the said Subramanya Bharathi as on date(Schedule II). pages 177-179 infra

I request that I may be supplied with the finalised draft of the deed to be executed, for my approval before it is fairtyped and executed. The same may be sent to the following address:

C.Viswanathan, B.A.,L.T.,
Bharathi Nilyam, Manamadura.

List of documents furnished by me:

--

1. Deed of Assignment by Chellammal Bharathi & others to Pandit Harihara Sarma & others d.15-6-1931.

PTO

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2. Deed of partnership between Pandit Harihara Sarma, C.Viswanathan and Natarajan dated 15-6-1931.

3. Deed of Assignment of partial rights to Jeshinglal Mehta (unsigned copy) dated 4-8-1934.

4. Deed of Dissolution dated 1-1-1938.

5. Deed of Dissolution dated 31-7-1941.

The receipt of the above documents and Schedules may kindly be acknowledged.

Yours faithfully,

C. Viswanathan

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SCHEDULE 1.

1. POETICAL WORKS:

1. Desiya Gitangal
2. Thottira Padalgal
3. Vedanta Padalgal
4. Vinayagar Nanmani Malai
5. Kannan Pattu
6. Puthiya Athichudi
7. Murasu, Pappappattu
8. Kuyil
9. Panchali Sapatham
10. Swacharithai Pira Padalgalum

11. PROSE WORKS:

11. Gnana Ratham
12. Patanjali Yogasutram
13. Vedarishikalin Kavithai
14. Gitai Munnurai
15. Chandrigaiyin Kathai
16. Navatanthira Kathaigal
17. Kathai Kothu
18. Tharasu, Stray Thoughts and Chittakkadal

111. ESSAYS:

19. (1) Thattuvam
(2) Mathar
(3) Kalaigal
(4) Samuham

1V. TRANSLATION:

Bhagavat Gita (in Tamil) ~~with the Text in Devanagari~~

V. ENGLISH WORKS:

1. Agni and other Poems & Translations
2. Essays and other Prose Fragments.

C. Viswanathan
on 16-3-49

(21)

SCHEDULE 11.

STOCK ON HAND AS ON 12--3--1949.

Serial No.	Title.	No of Copies.	Each copy Priced at. Rs. A. P.
1.	Desiya Gitangal	1050	0 12 0
2.	Thottira Padalgal	1991	0 12 0
3.	Vedanta Padalgal	2418	0 5 0
4.	~~Vinayagar~~ 16 Vinayagar Nanmani Malai	1700	0 3 0
5.	Kannan Pattu	1487	0 6 0
6.	Puthiya Āthichudi	5998	0 1 6
7.	Bharati Arupatharu	1665	0 2 6
8.	Kuyil (ordinary edition)	260	0 4 0
9.	Panchali Sapatham	695	0 14 0
10.	Swacharitaiyum Pira Padalgalum	1118	0 14 0
11.	Gnana Ratham	846	0 8 0
12.	Patanjali Yogasutram	1896	0 6 0
13.	Vedarishi Kalin Kavthai	1828	0 6 0
14.	Githai Munnurai	1847	0 6 0
15.	Chandrikaiyin Kathai	1635	0 14 0
16.	Navathanthira Kathaigal	1403	0 10 0
17	Kathaikothu	1829	1 0 0
18.	Tharasu, Stray Thoughts	1799	0 8 0
19.	Katturaikal : 4. Samuham	516	1 6 0
20.	Bhagavadgitha (wrapper)	528	1 4 0
20.	Do (Bound)	62	1 8 0
21.	Bharati Githa Thirattu	2658	0 4 0
22.	Bharathi Mani Malar	2193	0 14 0
23.	Pappa Pattu	1175	0 0 6
24	Agni & Other Poems	389	1 0 0
25.	Essays & Other Prose Fragments	398	1 0 0

(P.T.O.)

178

179

92

26.	English Works in One Volume	160	1	8	0
27.	Gnanarath (Hindi)	526	0	7	0
28.	Tharasu (Do)	524	0	5	0
29.	~~Shastrams~~ Shashtams (Do)	573	0	3	0

Under Print.

1.	Kavithaigal (Vol)	1000	5	0	0
2.	Panchali Sapatham	2000	0	14	0
3.	Kuyil (Illustrated Edition)	~~4000~~ 4000	0	8	0
4.	Katturaigal	1000	5	0	0
5.	Swacharitaiyum Pirapadalgalum	2000	0	14	0
6.	Desiya Gitangal	2000	0	12	0
7.	Thathuvam	2000	1	4	0

C. Tirthanathan
16.3.49

180

- 2 -

26.	English Works in One Volume	160	1	8	0
27.	Gnanaath (Hindi)	526	0	7	0
28.	Tharasu (Do)	524	0	5	0
29.	Shastras (Do)	573	0	3	0

Under Print.

1.	Kavithaigal (Vol)	1000	5	0	0
2.	Panchali Sapatham	2000	0	14	0
3.	Kuyil (Illustrated Edition)	3000	0	8	0
4.	Katturaigal	1000	5	0	0
5.	Swacharitaiyum Pirapadaigal	2000	0	14	0
6.	Desiya Gitangal	2000	0	12	0
7.	Phathuvam	2000	1	4	0

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2 draft

~~173~~ 181

(23) E+P.H (92

Urgent

Memo 88864/92/48-16 Edu d. 23/3/49

Dp sector 23/3 Dp 2/3

Bharathi's Works - Acquisition of Copyright.

(R)

A draft of the deed of transfer, which has been prepared in the Secretariat for the Conveyance to the Govt. of Madras of the Copyright and other proprietary rights of Sri C. Viswanatha Iyer, in the late C. Subrahmanya Bharathi's Works is forwarded to the Govt. Solicitor for scrutiny. The Govt. Solicitor is requested to scrutinize the draft urgently and return it with his comments at a very early date.

2/ ~~Copies of letters~~ Letters dated 12-3-49 and 16-3-49 from Sri C. Viswanatha Iyer are also enclosed for reference and return.

23.3.49.

23/3/49

Dpd with enclosures (Sealed cover) S.P. 24/3/49

To The Govt. Solicitor (with the draft deed of transfer) + ~~copies of~~ pages 169 and 173-179 cf (R) + the cover containing five documents) (K)

182 ~~174~~ 2

11

Memo 38864/G2/48-17 Edu d 23/3/49

Bharathi's songs -
Acquisition of Copyright.

The attention of the Govt. Pleader is invited to the Correspondence ending with his letter No. 2449 dated the 25th Decr. 1948. The Govt. have been made to understand that the suit in O.S. No. 4 of 1948 on the file of the Dt. Judge Coimbatore, between Sri A. V. Meiyappa Chettiyar and T. K. S. Brothers and others, is likely to be settled out of Court, the defendants agreeing to the plaintiff's rights in the song under dispute.

The Govt. Pleader is requested to state what the present stage of the suit is, ~~and~~

Whether any motion has been made in the Court for a settlement of the suit in the manner referred to and

When the Court is likely to pass final orders on the suit.

p 142 cf

23.3.49

23/3/49

To
The Govt. Pleader
Coimbatore

Dpd. S.P. 24/3/49.

---

94 ~~175~~ 183 E&P. H(G2)

Letter

Ref. No. 38864 G2/48-18 Edu d 24/3/49.

Section 24/3

To
Sri A. V. Meiyappa Chettiyar
A.V. M. Studios
Kodambakkam
Madras 24.

Dept 24/3/49

Sir,

Bharathi's songs -
Rights - transfer to Govt.

I am directed to ask that the documents referred to in this Dept's letter No. 38864-G2-49-15 dated the 15th March 1949 may be furnished to

p 171 cf

184 2. ~~176~~

to Govt. at a very early date — The Hon'ble the Premier desires that the deed of transfer should be signed by the parties without any delay —

Y. F.

(as conveyed by DS, Legal)

24.3.49

24/3/49

C. Visvanathan, B.A., L.T.

"Bharati Nilayam" MANAMADURA

22 . 3 . 1949.

185

23276 (95)

To
The Secretary,
Department of Education
and Public Health,
Government of Madras,
Fort Saint George,
M A D R A S.

24 MAR 1949

Dear Sir,

I was obliged to leave Madras on the 16th inst., as I found that the draft of the deed had still to be touched up and sent to the Government Solicitor for approval. I therefore handed over the relevant documents and the Schedules containing (1) the list of works in which I had acquired copyright and (2) the stock list as on 12-3-49 to the Deputy Legal Secretary with a letter addressed to you, requesting you to send the draft as finalised for my approval before it was executed. pages 173-174 ante

I wanted to meet you before leaving Madras but I was told that you had left for New Delhi on the 16th.

I am enclosing herewith a letter to the Honourable Minister for Education. ~~Kindlyxxxx~~ pages 187-188 infra

This is written in pursuance of the suggestion made

by the Honourable Minister during my interview with him on 14.3.49. Kindly see that it is delivered to him.

The draft, if it is ready, may also be sent to me at an early date.

Yours sincerely,
C. Viswanathan

96

From
C. Visvanathan, B.A., L.T.,
Bharati Nilayam,
Manamadura.

To
The Hon. the Minister for Education,
Government of Madras,
Madras.

Sir,

Now that the Government have arranged to take over the rights of publishing Bharati's literary works, permit me to place before you the following points for your kind consideration.

1. While thanking the Government for giving me time for one year or for such further period as may be agreed upon, within which I may sell the existing stock of the published works of Bharati, I may submit that, if the Government should begin publishing forthwith fresh editions of Bharati's works either on their own account or through their authorised publishers, it will adversely affect the sales of my present stock. I may therefore request the Government to give effect to their scheme of publication at least six months hence. If this is not acceptable, the Government may start publishing those works now, in which there is no stock with me.(I have already furnished a list of the stock with me - Schedule II of my Assignment Deed.) pages 177-179 ante

A

B

I am suggesting this not only in my interest but also in the interest of the Government, as, in the event of the bulk of my stock being left over at the expiry of the period allowed me, the Government's liability in the matter of taking over the unsold stock will be heavy indeed, due to competetive publication.

C

I may be permitted to mention in this connection that:

(1) at present we have a fairly good stock of Bharati's works to meet the demand of the public,
(2) the price of our publications has all along been, and is, considerably low, compared with any similar publications, and
(3) most of our stock are fresh, being 1948-49 editions.

188

97

2. I also request that the Government may be pleased to issue a circular to the educational institutions, libraries etc., in the Presidency, recommending the works (as listed in the Schedule) for class or library use, as they are doing with regard to other similar works.

pages 177-179 ante

3. In case the Government engage agents or publishers for printing and pushing on the sales of Bharati's works on terms and conditions that the Government may choose to lay down, I request that I may also be one such agent or publisher, having regard to the fact that, with my experience of the publication of these works during the last 18 years and more, I am confident that I can very favourably compare with any publisher.

4. Should the Government contemplate the setting up of a Committee or Board of Editors for publishing, on their own account, the poet's works, life, etc., my services will always be available for them, if, in their opinion, my relationship with the poet, my personal knowledge of the details of his life and my thorough and critical study of his works will be of some use in the work they may be undertaking.

Let me conclude by once again requesting the Government to consider the above suggestions, which are offered, quite in keeping with the spirit in which the Government have taken over the rights.

Bharati Nilayam,
Manamadura,
22nd March, 1949.

Yours in service,
C. Thyagarajan

PHONE : ~~XXXX~~ 88486
GRAMS : ~~ARMSONS~~ SOIDUTS

A. V. Meiyappan

GOVERNMENT OF MADRAS
28 MAR 1949

ASW

G2 189

~~27, Balajinagar~~
~~Royapettah, Madras 14~~
Arcot Road, Kodambakkam,
Madras 24.

719 | 25th March 1949.

To
M.V. Subramanian, Esq., I.C.S.,
Secretary to Government,
Fort St. George,
Madras.

24459

Sir,

Sub:- BHARATHI'S SONGS - Rights - Transfer to Government.

pgs 171-172 ante

Ref:- Your letters Ref. No.38864/G2/49-15 dated 15-3-1949 and Ref. No.38864-G2/48-18-Education dated 24-3-1949.

pgs 183-184 ante

I have duly received your above 2 letters.

As regards the documents called for, I have to observe that the original documents relating to the acquisition of the rights in the songs, poems, etc. were filed in the District Court, Coimbatore. The Memorandum of Compromise, settling out of Court the suit pending in the District Court, is now in course of execution and upon reporting the settlement to Court, I have to apply for the return of the original documents. Immediately I get the documents, I shall forward them to you.

In the meantime to avoid delay, I request that the deed of transfer may be prepared and signed, as I have already sent to you true copies of the original documents, duly certified by me to be correct.

pgs 112-123 ante

Yours faithfully,
A.V. Meiyappan
(A.V. Meiyappan.)

Tks

From H.M.Small Esq., M.A.LL.B.,
Government Solicitor,
Madras.

To The Secretary to the Govt.of Madras,
Education & Public Health Department,
Fort St.George, Madras.

1367.

29th March 1949.

Bharathi's works - Acquisition of copyright, etc. Your Memorandum No.38864/G2/48-16 Edn.dated 23.3.1949.

I now return the draft Deed of Transfer prepared by your Department, revised by myself in certain respects in black ink and, as so revised, I consider the deed to be suitable for the purpose. I also return the other enclosures to your letter under reply, safe receipt of which please acknowledge.

You will understand that I have approved the draft deed subject to the advices and comments contained in my confidential letter No.3387 of the 9th November 1948.

Yours faithfully,

H.M.Small

Government Solicitor.

HMS/MRV

191

E&P.H
G2

38864/92/48

Bharathi's works. Acquisition of Copyright. Draft Deed of Transfer and other enclosures.

From the Govt. Solicitor. Lr. Ref. No. 1367 d 29.3.49

Memo. No. 38864/G2/48-20 Edn. d. 1/4/49

The Govt. Solicitor is informed that the draft Deed of Transfer and other ~~enclosures~~ documents sent with his letter cited above, have been received.

To
The Govt Solicitor
Madras.

31/3/49

31.3.49

1-4-49

Note: Please see the letter from the Govt. Solicitor on p1 cf. The main file is in

p190 cf

P.T.O

191-A

Finance. Its receipt may be awaited.
With ref. to 'x' on p1 cf. the draft
acknowledgement above is for approval.
After issue the file may be sent to Legal.
It is presumed that Legal is preparing
a draft for the transfer of Mr Meiyappan's
rights as well —

3/3/49

3.3.49. The main file will be sent to them as soon
as it is received from Finance.

1-4-49

Legal (ad)

p 190

Issued cancelled.

E&P.H.UO.No
38864/G2/48-21
1/4/49

192

(101) G2 DS2

From
Sri. A.Palanisami Goundar, BA,BL,
Advocate & Government Pleader,
Coimbatore

To
The Secretary
Education & Public Health
Department- M a d r a s

ASST. SECRETARY TO GOVERNMENT
30 MAR 1
EDUCATION AND PUBLIC HEALTH

No. 457/49

Dated 28-3-49

Memorandum No.38864/ G2/48-17 Edn

p 182 ante

Sir,

Sub. Bharathi's songs- Acquisition of copyright.
O.S.No. 4 of 1948 District Court, Coimbatore

25452

The above suit stands posted to 4-4-49 for trial.

Till now the parties have not moved the Court for recording any settlement.

In case the parties move the Court for recording settlement on or before 4-4-49, I shall let the Government know about the same and the orders thereon.

A Palanisami

Government Pleader,

193

(102)

E&P. It

(92)

Urgent

D O. 38864/ge/48-22 Edn d 6/4/49

Dear Mr Viswanatha Iyer,

Bharathi's Works -

Copyrights -

Dp Section 6/4 (encl whatsapped)

pages 185-186 ~~p180 cf~~

With reference to your letter of 22nd March to Mr Subrahmaniam, on the above subject I am desired to forward for your approval a copy of the final draft deed of agreement to be executed, in respect of the transfer of your rights in Bharathi's Works to Govt. - I am to ask you to signify your approval of the draft at a very early date; and also to state whether ~~the deed~~ you would execute the ~~date~~ deed at Manamadura or whether you would come over to Madras for the purpose

2. The suggestions made in your letter of 22nd March to the Hon Minister for Education will be considered in due course -

pages 187-188 cf

Y. S

To

Dpt. 7.4.49

6.4.49

6-4-49

Sri C. Viswanatha Iyer BALT

Bharathi Nilayam,

Manamadura -

[With a copy of the draft ...]

194

PHONE: ~~8241~~ 88486
GRAMS: REVISONS

A. (7) Meiyappan

R.P.A.D

103 195

~~27, Balajinagar~~
~~Royapettah, Madras 14~~
Arcot Road, Kodambakkam,
Madras - 24
1st April 1949.

SECRETARY TO GOVERNMENT
6 APR 1949
REVENUE DEPARTMENT

To
M.V. Subramaniam, Esq., I.C.S.,
Secretary to Government,
Fort St. George,
Madras.

Sir,

Sub:- BHARATHI'S SONGS - Rights - Transfer to Government. My letter No.719 dated 25th March 1949. p189 ante

JOINT SECRETARY TO GOVERNMENT
6 - APR 1949
EDUCATION

Further to my letter cited above, I am sending herewith a copy of the compromise memo to be filed at the District Court, Coimbatore on the 4th April.

I have requested my lawyer to apply for return of the original documents filed in the Court and on receipt of the same, I shall send them on to you.

26991

C. 38864/48

E&P. H(Gr2)

(The main file since sent to Rev. co. on 7.4.49, may be awaited. Encl. 1 till 10/4/49. Since received.

9-4-49

8/4/49
8449.

Yours faithfully,

A.V.Meiyappan.

196

197

104

IN THE COURT OF DISTRICT JUDGE OF COIMBATORE

O.S. No. 4 of 1948.

Between:

A.V. Meiyappa Chettiar -- PLAINTIFF

And

1. T.K.S. and Brothers, Coimbatore
2. Salem Shanmuga Films, Coimbatore
3. Ramanathan Pictures, Karaikudi
4. Sankar Pictures, Srirangam
5. Jaya Films, Salem.

) DEFENDANTS.

MEMORANDUM OF COMPROMISE.

The Plaintiff and the defendants in the above suit, have settled the suit out of Court, as follows:--

1. The defendants admit the plaintiff's copyright in C. Subramania Bharathiar's Tamil song commencing with

A.V. Meiyappan.

1. T.K. Muthusamy
2. K. Kandasamy Chetty
3. [illegible]
4. [illegible]
5. [illegible]

198

199

105

the words "THOONDIR PUZHUVINAIPPOL" namely, the exclusive right to record and to reproduce it in gramophone records, Talkie films and in any sound devices and to use and perform it, before or for the public, by the said mechanical sound producing and broadcasting contrivances.

2. Permission is given by the plaintiff to the defendants, with retrospective effect, for the use of the said song commencing with the words "THOONDIR PUZHUVINAIPPOL" in sound record, in the Tamil Talkie film entitled "BILHANAN" produced by the 1st and 2nd defendants and distributed by the other defendants, and for the exhibition of the said film containing and performing in the course of such exhibition, the sound record of the said song by the defendants or other persons authorised by the respective defendants.

3. The parties have no further claim against each other, in respect of any matter covered by the suit.

4. The parties shall bear their own respective costs of the suit.

5. The plaintiff shall report the settlement to the Court and withdraw the suit.

Dated this 25th day of March 1949.

Plaintiff.

For T.K.S. & Brothers,
1st Defendant.

For SALEM SHUNMUGA FILMS
2nd Defendant.

For RAMANATHAN PICTURES
Proprietor
3rd Defendant.

For Sun Beam Pictures.
4th Defendant.

For [illegible] Films,
5th Defendant.

200

VANDEMATHARAM.

106

201

The Ramakrishna Vivekanandar Sangam,

KARAIKUDI.

(ESTD. IN 1935)

Ref. A. 14/222-49

4.4.49 19

15 APR 1949

27366

சென்னை அரசாங்கம்,

சென்னைப்பட்டணம்.

பேரன்புடையீர்,

எங்கள் சங்கத்தின் நேற்றைய நிர்வாகசபைக் கூட்டத்தில் நிறைவேற்றப் பெற்றிருக்கும் தீர்மானம் ~~ஒன்றை~~ உரண்டை தங்கட்கு இத்துடன் அனுப்பி வைக்கப் பெற்றிருக்கிறது என்பதை மகிழ்ச்சியுடன் தெரிவித்துக் கொள்கிறேன்.

வணக்கம்.

E&P. H (92)

No action seems called for. May be filed with the main file after its return for Rev.

அடக்கம். 2.

8/4/49

8.4.49

தங்கள் அன்புள்ள,

வெ. லெட்சிமணன்.

பொதுக்காரியதரிசி.

re. Bharathi's work.

201

சர்வதாரி வருடம் பங்குனி மாதம் 21உ (3.4.49) மாலை 5.15 மணிக்கு சங்கத் தலைவர் திருவாளர் அ.சொ.அண்ணாமலை அவர்கள் தலைமையில் நடைபெற்ற நிர்வாகசபைக் கூட்டத்தில் அடியிற்கண்ட தீர்மானம் நிறைவேற்றப் பெற்றிருக்கிறது.

207

107

தீர்மானம்.

"ஸ்ரீ ஏ.வி.மெய்யப்ப செட்டியாரும், பாரதி பிரசுராலயத்தாரும், தாங்கள் உரிமை பெற்றிருந்த கவியரசர் பாரதியாரின் பிரசுர – ஒலிப்பதிவுகளைப் பொதுவுடமையாக்கி, நமது சென்னை அரசாங்கத்திடம் ஒப்புவித்திருப்பதைப் பாராட்டி, அவர்கட்கு இச்சங்கத்தின் நன்றியைத் தெரிவித்துக்கொள்கிறது. மேலும் இந்த உரிமைகளைப் பெறுவதில் பிரயத்தனப்பட்டு வெற்றி அடைக்கச் செய்த நமது பிரதமர் கனம் ஓமாந்தூர் பி.ராமசாமி ரெட்டியாருக்கும் இச்சங்கத்தின் நன்றியைத் தெரிவித்துக்கொள்வதுடன், பாரதியாரின் கவிதைகளை தேசமெங்குமுள்ள ஒவ்வொரு தமிழனும் படித்துப் பயன் பெற வகை செய்ய வேண்டுமென இச்சங்கம் நமது சென்னை அரசாங்கத்தைக் கேட்டுக்கொள்கிறது."

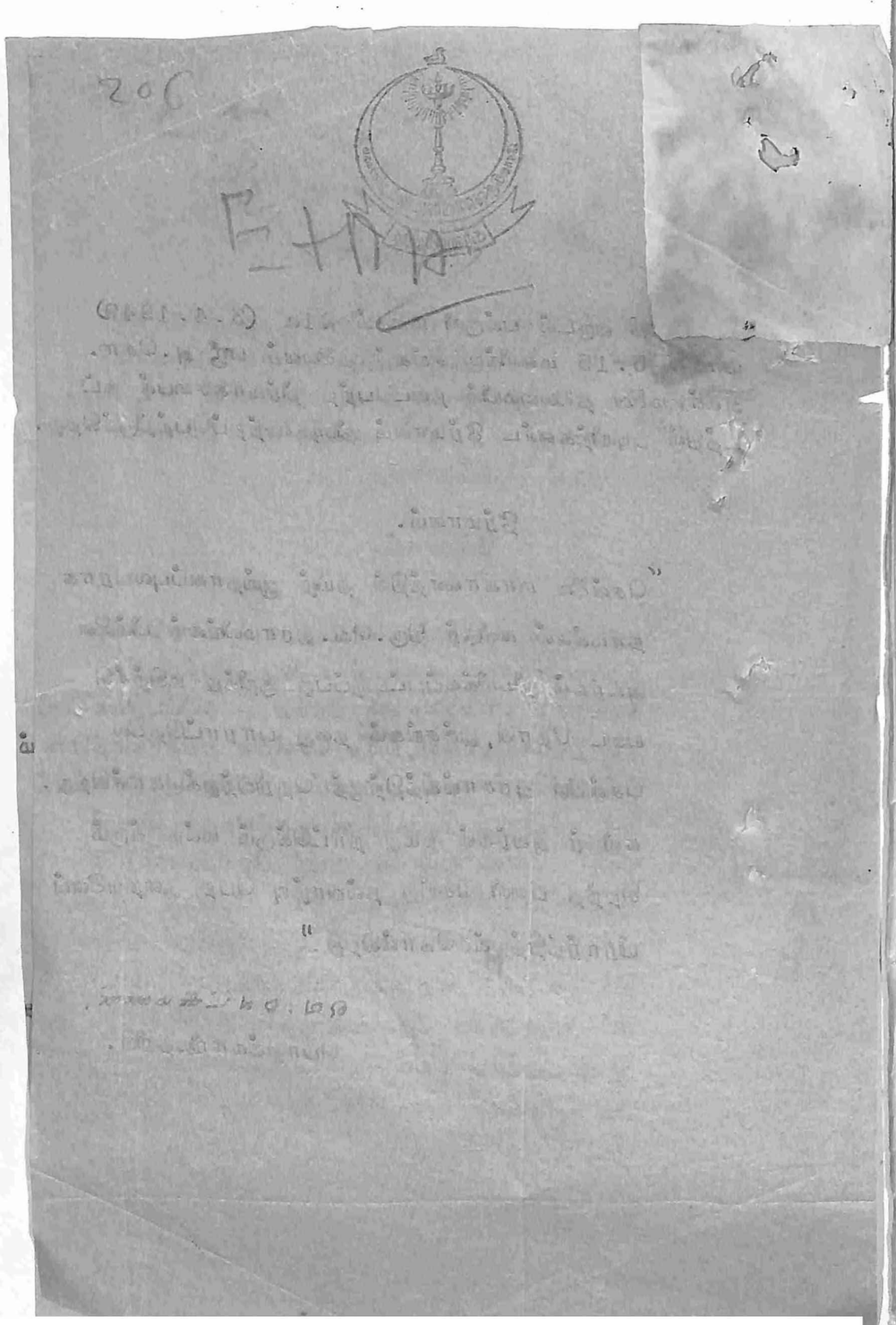
வ.வெங்கடாசலம்,
பொதுக்காரியதரிசி.

சர்வதாரி வருடம் பங்குனி மாதம் 21உ (3.4.1949) மாலை 5.15 மணிக்கு சங்கத் தலைவர் ஸ்ரீ அ.சொ. அண்டுமலை தலைமையில் நடைபெற்ற நிர்வாகசபைக் கூட்டத்தில் அடியிற்கண்ட தீர்மானம் நிறைவேற்றப்பெற்றிருக்கிறது.

தீர்மானம்.

"சென்னை மாகாணத்தின் தமிழ் ஆஸ்தானப்புலவராக நாமக்கல் கவிஞர் திரு.வெ.இராமலிங்கம் பிள்ளை அவர்கள் நியமிக்கப்பட்டிருப்பது குறித்து மகிழ்ச்சியடைவதோடு, இச்சங்கம் தனது பாராட்டுதலை சென்னை அரசாங்கத்திற்குத் தெரிவித்துக்கொள்கிறது. கவிஞர் அவர்கள் நமது நாட்டுக்கும் மக்களுக்கும் சிறந்த பணி செய்து நல்வாழ்வு பெற இறைவனைப் பிரார்த்தித்துக் கொள்கிறது."

வெ.ஸெட்சுமணன்.
பொதுக்காரியதரிசி.



From

C. Visvanathan, B.A., L.T.,
" Bharati Nilayam"
Manamadura.

To

The Secretary,
Department of Education and
Public Health,
Government of Madras,
Madras.

Sir,

28611

Ref:- D.O. 38864 G2/48 - 22, Edn. dated 6.4.49.

I am in receipt of ~~the~~ a copy of the draft sent along with the above reference.

I request you to be good enough to make the following alterations in it.

I. In line 1 sub para 4 on page 3 please insert the words "if so desired by the Transferor" after "Provided that the Transferee may"

II. The lines referring to the gift of the manuscripts, wherever they occur in the draft (Para 1 on page 2 and the whole of para 5 on page 3) may be removed for the following reasons:-

1. The gift is a voluntary affair and has got nothing to do with the transfer of the rights or the consideration for which I am parting with them. In my opinion what is relevant to the assignment of the rights alone need be included in the deed.

2. Para 5 of the draft as worded makesit obligatory on my part to hand over the manuscripts to the Curator of the Government Museum on or before the date of execution of the deed. This is impossible, since I have to collect these manuscripts from here and from my place of business, make an inventory thereof and then hand over to a representative of the Government. This requires some time which I cannot spare now. That is the reason why I asked for two months' time during my talks with the then Education Minister and he was agreeable to it. Hence it was included in the original draft(Vide para 4 page 3 of the original draft). My offer once made is always there and I will carry it out immediately I am free from the present pressure of

work, both personal and professional.

3. Another reason is that while the inclusion of the gift in the deed was discussed in the Leagal Secretary's Chamber on 14.3.49 when the Education Secretary and the Deputy Legal Secretary to Government were also present, the Legal Secretary said he must ascertain if the inclusion of the gift in the deed might mean the payment of the necessary stamp fees for a gift by the Transferor, and I told him that, if that should be the case, I would rather see that the "gift" part of the draft ~~might be~~ was scrapped, as the gift was only a voluntary affair and was quite independent of the terms of the transfer of rights. The Legal Secretary assured me that care would be taken to see that nothing would be incorporated in the deed which might involve expenditure on my side. Hence I request the Government to remove this portion from the draft. But if the Government should care to have this included also, then they must not commit me to any expenditure, nor should they demand of me to hand over the mss. on or before the execution of the deed.

4 I wish I were able to go there, discuss these things in person and have the transaction finalised. But as things stand here at present, I shall not be able to leave the place before the end of this month.

5 So I request the Government to do whatever is proper and fair in the matter. The present Revenue Secretary (the then Education Secretary) is fully acquainted with the details of the negotiations and the Government may consult him when and if necessary.

6 For reasons stated above I would have the deed executed only at Manamadura if it is done before the end of April.

7 As for the manner of payment of the consideration, I request the Government to arrange to purchase 5 year National Savings Certificates in my name (C. Visvanatha, B.A., L.T., Bharati Nilayam, Manamadura) of the value of Rs. 10,000/-- and for [Rs.1000/- denominations each]

or direct the Postmaster, Manamadura to do so and hand over the Certificates to me

213

No. 467/49

Coimbatore
Dated 12-4-49

From

Sri. A.Palanisami Goundar, BA,BL,
Government Pleader,
Coimbatore

To
The Secretary to Government
Education and Public Health Department, Madras

Your Ref No. 38864/G-3/48-10 Edn

Sir,

Sub: Bharathi's Songs- O-S.No- 4 of 1948
District Court, Coimbatore

The above suit was withdrawn and dismissed by Court without costs. I am applying for copies of judgment and decree and shall forward the same, as soon as received.

A. Palanisami

Government Pleader

214

215

EDN.& P.H.(G2).

MEMO. NO. 38864/G2/48-2 EDN., DATED 29-4-49.

BHARATHI'S SONGS - Copyright in respect of reproduction by sound producing devices - Gift by Sri A.V. Meiyappa Chettiar.

--

A draft of the deed, prepared in the Secretariat, in respect of the gift by Sri A.V. Meiyappa Chettiyar of his rights of the reproduction of the Poet Bharathi's songs, by gramaphone broadcasting and other sound producing devices, is forwarded to the Govt. Solicitor for scrutiny. The Govt. Solicitor is requested to scrutinize the draft urgently and return it with his comments at a very early date.

2. The Govt. Solicitor is informed that the suit referred to in paragraph 4 of Govt. Memo. No. 38864-G3-48 dt.28-10-48 has been withdrawn and dismissed by the Dt. Court without costs.

P.T.O. -2-

216

-2-

3. Copies of the documents specified below are forwarded to the Govt. Solicitor for reference and return:-

(i) Sri A.V. Meiyappa Chettiyar's letter dated the 11th March 1949 to Secretary to the Govt. of Madras, Edn. and Public Health Deptt.

(ii) Copy of the deed of Assignment dated 15-6-1931 between Chellamma Bharathi, Thangammal and Sakuntala of the one part and Pandit Harihara Sarma, Sri C. Viswanatha Iyer and Sri K. Natarajan, of the other part.

(iii) Copy of the Agreement dated 4-8-1934 between Bharathi'Prachuralayam and J.K. Mehta.

(iv) Copy of the Agreement dated 10-9-1946 between J.K. Mehta and Sri A.V. Meiyappa Chettiyar.

p. 163

— pages 112-116 cf.

— pages 118-120 cf.

— pages 122-123

To

The Govt.Solicitor
(with a draft deed of gift & 4 other papers).

29.4.49

29/4/49

38864/G2/48-27

217

From
H. M. Small Esq.,
M.A.,LL.B.,
Government Solicitor,
Madras.

To
The Secretary to the Govt. of Madras,
Educational & Public Health Department,
Fort Saint George, Madras.

No. 1848. Dated 2nd May 1949

A.ST. SECRETARY TO GOVERNMENT
4 - MAY 1949
EDUCATION AND PUBLIC HEALTH DEPT.

Sir,

BHARATHI'S SONGS - Copyright in respect of reproduction by sound producing devices - Gift by Sri A.V.Meiyappa Chettiyar.

340 p.215 ante

I am in receipt of your memo No.38864/G2/48-27, Edn., dated the 29th ultimo with its enclosures. Please let me know whether this relates to the opinion given in my letter No.1367 of the 29th March last. If so, please return to me the papers sent to you with my letter referred to above.

p.190 ante

Yours faithfully,

H. M. Small
Government Solicitor.

HMS/SM.

216

-2-

3. Copies of the documents specified below are forwarded to the Govt. Solicitor for reference and return:-

(i) Sri A.V. Meiyappa Chettiyar's letter dated the 11th March 1949 to Secretary to the Govt. of Madras, Edn. and Public Health Deptt.

(ii) Copy of the deed of Assignment dated 15-6-1931 between Chellamma Bharathi, Thangammal and Sakuntala of the one part and Pandit Harihara Sarma, Sri C. Viswanatha Iyer and Sri K. Natarajan, of the other part.

(iii) Copy of the Agreement dated 4-8-1934 between Bharathi'Prachuralayam and J.K. Mehta.

(iv) Copy of the Agreement dated 10-9-1946 between J.K. Mehta and Sri A.V. Meiyappa Chettiyar.

p. 16

— pages 112-116 cf.

— pages 118-120 cf.

— pages 122-123

29.4.49

29/4/49

To

The Govt. Solicitor
(with a draft deed of gift & 4 other papers).

(K)

38864/G2/48-27

217

(114)

From
H. M. Small Esq.,
M.A., LL.B.,
Government Solicitor,
Madras.

To
The Secretary to the Govt. of Madras,
Educational & Public Health Department,
Fort Saint George, Madras.

No. 1848. Dated 2nd May 1949

A.ST. SECRETARY TO GOVERNMENT
4 - MAY 1949
EDUCATION AND PUBLIC HEALTH DEPT.

Sir,

BHARATHI'S SONGS - Copyright in respect of reproduction by sound producing devices - Gift by Sri A.V.Meiyappa Chettiyar.

340

p. 215 ante

I am in receipt of your memo No.38864/G2/48-27, Edn., dated the 29th ultimo with its enclosures. Please let me know whether this relates to the opinion given in my letter No.1367 of the 29th March last. If so, please return to me the papers sent to you with my letter referred to above.

p. 190 ante

Yours faithfully,

H. M. Small

Government Solicitor.

HMS/SM.

218

219

From
F.W.A. Morris Esq., OBE., ICS.,
Dt. Magistrate of Coimbatore.

To
The Secretary to Government,
Education and Public Health
Department, MADRAS.

L.Dis: 250/m/49. Dt/ 2-5-49.

Sir,

Sub: Use of Bharathis songs - complaint of infringement of copyright - O.S.No:4/48 of District Court, Coimbatore - Copy of judgement - furnished.

Ref: Govt.Memo. No: 26694 G3/48 Education dated 29-4-49.
2. This office L.Dis: 2233/m/48 dated 16-5-48.

In continuation of this office reference cited, I enclose herewith a certified copy of judgement in O.S.No: 4/48 on the file of the Additional District Judge, Coimbatore. The plaintiff Sri A.V. Mayappa Chettiar, has withdrawn the suit and it has been dismissed on 11-4-1949.

For Dt. Magistrate.

Encl: 1.
Copy to Government Pleader,
Coimbatore, with reference to his letter No:564/49 dated 27-4-49.

AJ.2.5.

220

116 221

THREE ANNAS

GOVERNMENT OF MADRAS

COPY STAMP

In the Court of the District Judge of Coimbatore

Present:- Syed Imamuddin Sahib Bahadur B.A.B.L.
Additional District Judge

Monday, the 11th day of April 1949.

Original Suit No. 4 of 1948.

Between:- A-V.Maiyappa Chettiar ... Plaintiff

A n d:- 1. T.K.S.Brothers, Coimbatore
2. Salem Shunmugha Films Coimbatore
2. Ramanathan Pictures Karaikudi
3. Sankar Pictures Srirangam,
5. Jaya Films Salem. ... Defendants.

This suit coming on for hearing before me this day in the presence of Sri. N.S.Venkatasubba Ayyar vakil for the plaintiff and of Sri. A.Nanjappa Chettiar vakil for the defendants 1 to 3 and 5 and the 4th defendant remaining exparte, the court delivered the following judgment.

Suit for a permanent injunction restraining the defts their respective representatives agent assigns and servants from distributing and delivering for distribution and exhibiting or causing to be exhibited the film "BILHANAN" containing the sound record of Subramanya Bharathiar's song commending with Thoondirpuzhuvinaipol" and from having or allowing the said song performed in any manner in the

186 typed by Sl .V. cor int l

435 222

A.P. Komalavalli 13-2-48
J. Krishnan — D.C. Case

193
217
198
17
643

course of the exhibition of the said film or otherwise and directing the defendants to cut off and remove the said song from the said film. (2) for direction to the defendants to deliver to the plaintiffs the portions of the negative and positives of the film 'Bilhanan' containing the said song and all materials used for the infringing copies of the said portion of the film (3) for payment of Rs 5000 as damages to the plaintiff and for costs of this suit.

The defendants 1 to 3 and 5 filed their statement which give rise to the following issues :

1. Whether the plaintiff is entitledto the copyright to record and reproduce the tamil songs of Subramania Bharathi in Gramaphone records talkie films and sound divices more particularly the tamil song beginning with thewords 'Thoondir Puzhuvigalpol'

2. Whether the songs of Subramania Barathi are the property of the public in Tamil Nad ?

3. Whether Nalliyappa Pillai became entitled to the Copyright in the poems of Subramania Bharathi which are under the heading of Kannan Pattu ?

4. Whether the documents dated 15-6-1931 and 4-8-1934 and 10-9-1946 are true valid and binding on the defendants or whether they are sham and nominal ?

5. Whether the widow and daughters of the poet were entitled to assign the copyright in the poems of Subramania Barathi after his death ?

6. Whether the plaintiff is estopped from claiming copy right in the songs of Subramania Bharathi ?

250 Typed by B.S.V. cor int page 2

(117) 223

7. Whether the defendants have not infringed the rights of the plaintiff by recording the tamil song commencing with the words 'Thoondir Puzhuvinaipol' ;

8. Whether the plaintiff has sustained damages by therecording of the abovesaid song in the Picture 'Bilhanan' ?

9. Whether the plaintiff is entitled to claim damages from the defendants and if soto what amount ?

10. Whether the plaintiff is entitled to delivery of negatives and positive of the films 'Bilhanan' containing the sound records of the abovesaid song ?

11. Whether the plaintiff is entitled to an injunction restraining the defendants from exhibiting the films Bilhanan containingthe sound records of the abovesaid song ?

12. Whether in any event plaintiff is not entitled to the injunction for the reasons mentioned in para 30 of the defendant's written statement ?

13. Whether the suit has been valued properly for the purpose of jurisdiction and court fee ?

14, To what relief is the plaintiff entitled ?

3, The 4th defendant has allowed the suit to proceed expart

4. To day the plaintiff's vakil reports that the suit has been settled out of court and withdraws the suit. Suit withdrawn dismissedno costs.

188 Typed by B.S.V. cor int page 3

434 224

D

A.P. Goundar & Gopalaswamy VDC Case

COURT FEE INDIA FOUR ANNAS 4As

3686
4+2

A.P. Sangu
18.4.49.

Pronounced in open court this 11th day of April 1949.

(Signed) Syed Imamuddin.

Additional District Judge

(True Copy)

Ramaswamy 25/4

Examiner Superintendent

17 Typed by cor int page 4

643
4

District Court Coimbatore

O. . 4 of 1949

Copy of fair judgment

C.A.No. 3686

A.P 14
c 18
d 19
R 26
d. 26/4 Supdt.

A.P.Goundar

No 564/49 (118) 225 Coimbatore 27.4.49

From,

Sri A. Palanisami Gounder, Advocate
Government Pleader

To, The Collector of Coimbatore

Sir,

Your ref no. 2233/M/48. D.2
Sub. O.S. no 4/48 Dist Court
Bharathi's Songs. Acquisition
of Copy right

I am enclosing herewith the Certified Copy of Judgment in O.S. no 4/48 Dist Court Coimbatore as required by the Govt under ~~his~~ their ref no. 38864-G.3-48-10 Edn dated 28.10.48. The same may be forwarded to the Secretary, Education and Public Health Department, Govt. of Madras, Madras

A. Palanisami
Govt Pleader

COLLECTOR'S OFFICE

(119)

EPH (G2)

From the Govt. Solicitor, Madras. No. 1848 – Dt 2.5.49

Dpsectn (Reviewed Cover) 5/5

Memo No. 38864/G2/48-28. Edu. d. 5/5/49.

Bharathi's Songs – Copy Right in respect of the reproduction by sound producing Devices – Gift by Sri A.V. Meiyappa Chettiyar.

The following papers are forwarded to the Govt. Solicitor for reference and Return:—

(i) Deed of Assignment Dated 15-6-1939 Chellamma Bharathi & others to Pandi

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2

Pandit Harihara Sarma & others.

(ii) Deed of Partnership dated 15. 6. 1931 (Pandit Harihara Sarma, Sri C. Viswanatha Iyer and Sri K. Natarajan) —

(iii) Agreement relating to Assignment of Rights dated 4.8.1934 (Bharathi Prachuralayam and Jeshinghal K. Mehta).

(iv) Deed of Dissolution dated 1. 1. 1938. (Pandit Harihara Sarma, Sri C. Viswanatha Iyer & Sri K. Natarajan)

(v) Deed of Dissolution dated 31. 7. 1941 (Pandit Harihara Sarma and Sri C. Viswanatha Iyer.)

(vi) Draft deed of transfer in respect of the transaction with Sri C. Viswanatha Iyer —

5.5.49.

To The Govt. Solicitor (with six papers - to be returned with reply)

Kept Letter

229

VERY URGENT.

120

From H.M.Small Esq., M.A.,LL.B.,
Government Solicitor,
Madras.

To The Secretary to the Government
of Madras,
Education & Public Health Department,
Fort St.George, Madras.

No. 1903.

8th May 1949.

35721

Sir,

Bharathi's works - Acquisition of copyright, etc.

With reference to your two Memoranda Nos.38864/G2/48-27 of the 29th ultimo and 38864/G2/48-28 Edn, dated the 5th instant with their respective enclosures all of which I now return and safe receipt of which please acknowledge at your convenience, I have marked in black ink on the draft gift deed by Mr.A.V.Meiyappa Chettiyar in favour of Government, the necessary revisals and, as so revised, the draft appears to be in order.

Yours faithfully,

H.M. Small

Government Solicitor.

HMS/MRV

231

(CAMP): MADRAS
Dated, 12th May 1949.

BOOK SECRETARIAT GOVERNMENT
EDUCATION AND PUBLIC HEALTH DEPT.

From

C. Viswanathan, B.A., L.T.,
Bharati Nilayam,
Manamadura.

To

The Secretary,
Department of Education & Public Health,
Government of Madras,
M a d r a s.

36467

Sir,

In continuation of my letter dated 11-4-49, I may state that I have come here in person to have the assignment deed executed. I may stay there for three days more. I shall feel highly thankful if the Govt. will be pleased to make arrangements to have the deed executed and to issue orders for payment of the consideration amount within that period.

As regards the manuscripts of the Poet's works, I shall hand them over to the Government on or before 31--5--49.

Yours faithfully,

C. Viswanathan

232

233

E.& P.H.Dept.(G2)

III

13/5

Subject:- Bharathi's works - Acquisition of.

Memo. No. 38864-G2-48-30 dated 13.5.1949

Sri C. Viswanatha Iyer, Proprietor of the Bharathi Prachuralayam, Triplicane, has agreed to convey to the Govt. of Madras all his copyright and other proprietary rights in the literary works and books of the late C. Subrahmanya Bharathi for a consideration of Rs.15,000/-. The deed executed by him is sent herewith. No stamp duty is payable in respect of this document under the orders of Government. The District Registrar of Assurances, Madras-Chingleput, is requested to arrange for its registration. He is also requested to intimate the registration fee payable in respect of the document and on receipt of information, a Contingent bill will be drawn and

P.T.O.

234 -2- 2

sent to him in accordance with the provisions contained in para 409 of the Madras Registration Manual, Part II.

13-5-49 13/5

To

Depatched. 13-5-49.

The Dt.Registrar of Assurances, Madras--Chingleput.

Copy to the I.G.of Registration,Madras.

235

E.& P.H.(G2).

Letter/Ref. No. 38864 92/48-31 Edn., dt. 13/5-49.

123

To

Sri C. Viswanatha Iyer, B.A., L.T.,
Bharathi Nilayam,
Manamadura,
Ramnad Dt.

Sir,

pages 207-211 cf

With reference to your letter of the 11th April 1949 offering certain suggestions in regard to the draft deed of the document which is to be executed towards the transfer of your rights in the Poet Bharathi's works, to the Govt. of Madras, I am directed to state as follows:-

(1) your suggestion for the modification of the proviso to clause 4, so as to insert the words "if so desired by the Transferor" after the words "Provided that the Transferee may" is accepted and the clause will be modified accordingly.

M on p. 57 nf

(2) As regards the gift of the Poet's manuscripts though the consideration which is to be paid is for the acquisition of the rights in the works, as such, ~~[illegible]~~ yet the Govt. consider that references to it should remain in the document. You are not committed to any expenditure by way of stamp duty, on this account, as the Govt. have passed orders remitting the stamp duty leviable on the document. There is no objection however to allowing you time ~~to collect the manuscripts and deposit them in the Museum on or before such date as will be convenient to~~ till the 31st May as suggested in letter of the 12th May for the delivery of the Mss. The draft will be suitably modified in this respect also.

Vide A on p-57 nf Rev Secy's note on p. 59 nf.

p-230 cf

(3) With regard to the payment of the sum which has been agreed to, the Govt. will pass orders immediately authorizing the A.G. to pay you Rs. 15,000/- at the Ramnad district treasury at Madura. You may make arrangements for the purchase of National Savings Certificates ~~for Rs. 10,000 from the Post Office~~ at Madura or Manamadura.

K on pages 209-211 cf

Y.F.

12.5.49 12/5/49 13/5

Registration Department.

No. ... dated 14--5--1949.

From

Sri K. Gopaul, M.A.,
Registrar of Assurances,
Madras-Chingleput, Madras.

To

The Secretary to Government,
Education and Public Health Department,
Fort St. George, Government of Madras, Madras.

Sir,

Ref:- Memorandum No. 38864 - G2 - 48 - 30 Edn - dated 13--5--1949 - Bharathi's work - Acquisition of - Registration of a deed - Fees payable.

37298

The above said document executed by Sri C. Visvanatha Iyer, Proprietor of the Bharathi Prachuralayam, Triplicane, has been admitted to registration on 14--5--1949 with reference to the Government Memorandum above quoted. A sum of Rs. 63--12--0 (Rupees sixty three and annas twelve) is payable on account of registration fees etc. as detailed below.

Registration fees	...	Rs. 60- 0- 0.
Extra Copying Fees	...	Rs. 3- 0- 0.
Postage for sending the document by post..		Re. 0-12- 0.
Total	...	63-12- 0.

P. T. O

238

--2--

A contingent bill may be prepared and sent to me duly endorsed in my favour for making necessary adjustments under the following head of account:-

11. Registration.

Fees for registering documents ... Rs. 63--0--0.
Fees for return of document by post ... Re. 0-12--0.

63-12--0.

FOR REGISTRAR.

14/5

Ds. 14.5

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(125) 239 E&PH (G2)

Letter Ref. 38864/G2/48-33 Edn. d 18/5/49

To

Sri A V. Meiyappa Chettiyar,
Arcot Road, Kodambakkam
Madras 24.
(with a copy of the draft deed)

Sri,

Bharathi's Songs - rights of Reproduction by gramophone & other sound producing devices - Gift.

I am directed to forward for your approval a copy of the final draft of the deed in respect of your gift to Govt. of your

(K) as altered

Dy Secty 18/5

2

your rights regarding Bharathi's songs - After you intimate your approval of the draft, the deed can ~~will~~ be executed. I am to ask you to signify your approval of the draft at your earliest convenience and also to intimate the date and place at which the deed ~~[illegible]~~ may be executed -

Y. S.

18/5

17.5.49.

Regn. II-84.

ORIGINAL.

Receipt for Fees and Documents.

241

34177

126

RECEIVED from

the undermentioned document, patta application No. and fees as under :—

		Doct. No. RS. A. P.	Doct. No. RS. A. P.
Registration	Fee		
Copy	Fee / Number of words		

Memorandum
Travelling allowance miles
Process fee
Batta and travelling allowance to witnesses
Postage
Extra fee under section 30 (1) / 30 (2)
Filing translation
Deficient stamp duty / penalty
Notarial fees

STATION

Total

Date 19 .

This document will be ready for delivery at on 19-5-49

Signature of Registering Officer.

No fee is levied for safe custody of a document for fifteen days after the date on which it is ready for delivery

For every fifteen days or part thereof after the first fifteen days four annas will be levied subject to a maximum fee of two rupees.

The document, unless it is a will, will be liable to be destroyed at the end of two years, if unclaimed.

Regn. II--84

GRAMS: SOIDUTS

AVM PRODUCTIONS

PHONE: 88486

ARCOT ROAD
KODAMBAKKAM
MADRAS - 24

28th May 1949.

41581
B6/749

ASST. SECRETARY TO GOVERNMENT EDUCATION AND PUBLIC HEALTH DEPT.

The Joint Secretary,
Government of Madras,
Education and Public Health Dept.,
Fort St. George, Madras.

Sir,

Sub. BHARATHI'S SONGS - Rights of reproduction by gramophone and other sound producing devices - Gift.

We beg to acknowledge receipt of your letter Ref.No.38864/G2/48-33 Edn. dated 18th May 1949 addressed to our Sri A.V.Meiyappa Chettiar. Mr. Meiyappa Chettiar is not in station. He will return on 2nd June. On his return we shall place the papers before him for approval and return to you.

We remain,
Yours faithfully,
For AVM. PRODUCTIONS,

Rangaswamy

242

243

PHONE : 88486
GRAMS : SOIDUTS

A. V. Meiyappan

27, Balajinagar
~~Royapettah, Madras-14~~
Arcot Road, Kodambakkam,
Madras-24,
2nd June 1949.

B.6/761

The Joint Secretary to Government,
Government of Madras,
Education and Public Health Department,
Fort St. George, Madras.

ASST. SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH DEPT.

Sir,

42827

Sub: BHARATHI'S SONGS - Rights of reproduction by gramophone and other sound producing devices - Gift.

With reference to your letter dated 18th May 1949 and enclosure, I have pleasure in returning herewith duly approved by me the draft gift deed which appears quite in order. The deed may be executed at Mylapore on 6-6-49.

It only remains for me to express my deep gratitude to Government for the very appreciative way in which they have been pleased to accept this gift from me.

Yours faithfully,

A.V.Meiyappan.

Enc.1.

244

27, Balajinagar

Royapettah, Madras 14

A. G. Meiyappan

The Joint Secretary to Government,
Government of Madras,
Education and Public Health Department,
Fort St. George, Madras.

Sub: BHARATHI'S WORKS - Rights of reproduction by gramophone and other sound producing devices - Gift.

With reference to your letter dated 18th May 1949 and enclosure, I have pleasure in returning herewith duly approved by me the draft gift deed which appears quite in order. The deed may be executed at Mylapore on 6-6-49.

It only remains for me to express my deep gratitude to Government for the very appreciative way in which they have been pleased to accept this gift from me.

Yours faithfully,

Enc. 1.

---

(129) 245 1

Ett. H (P2)

38864/48

From the Registrar of Assurances, Madras - Chingleput, Madras -

Memo 37298/92/49-2 Edd. 4.6.49

Bharathi's Works - Acquisition of Rights from Sri C. Viswanatha Mer - transfer deed - Registration

A Contingent bill for Rs 63-12-0 towards the fees for the Registration, Copying, etc., of the document referred to above, duly endorsed in favour of the Registration Dept. is forwarded to

246

2

to the Registrar of Assurances
Madras - Chingleput -

2. The document may kindly be returned to this Dept. for custody -

1.6.49

2/6/49

To
the Registrar
of Assurances
Madras - Chingleput
(with Contingent bill fwd)
Copy to the A.G.
(After issued may be added to 3864/92/49)

Note: The Contingent bill below may be signed & the draft above approved — C.C.B may perhaps see the bill kept below -

1.6.49 -

2/6/49 (CCB)

Secn.

Ex PH (CCB)
Ex P.H. 11.00.00
37298/42/49-1
2.6.49

Thro Ch
Secn.

1/6/49

AS

247

130

The draft memo below may issue. The bill below may be signed by AS.

3.6.49

Ex PH (CCB)

4/6/49

(31) 249

E.& P.H.(G2).

MEMO. NO. 38864/48-34 EDN., DATED 7-6-49.

--

BHARATHI'S SONGS - Rights of reproduction by gramaphone and other sound producing devices.

--

The deed of Gift in respect of the gift by Sri A.V. Meiyappa Chettiyar of his rights of reproduction by gramaphone and other sound producing devices, in the songs of the late Tamil Poet C. Subrahmanya Bharathi will be presented, on behalf of Govt., for registration at the Sub Registrar's Office, Mylapore, on the 8th June 1949. The deed signed by the parties is sent herewith. The Sub Registrar of Assurances, Mylapore is requested to arrange for its registration.

The document has been specially exempted from stamp duty. On receipt of intimation ~~of~~ from the Sub Registrar, the amount of the Registration fee payable in respect of this document, a contingent bill for the amount will be sent

P.T.O. -2-

-2- 241

for adjustment.

6.6.49

2/6/49

To

7.6.49

The Sub-Regr. of Assurances, Mylapore.

" Copy to the I.S. of Registration

From
Sri. C. Chandrasekhar
Sub Registrar Mylapore.

To The Secretary to Government
Education & public Health Department
Fort St George Madras.

Sir,

Ref :- Your memo No 38864 G 2/48.34 Edu. Dt 7.6.49. Doct 39 of 1949 of Book 4 - Gift of rights of reproduction of Bharathi's songs by gramophone etc - fees.

45563

I beg to report that the above document was presented by the executant Sri A. V. Meiyappa Chettiar on 8.6.49 and was registered as No 39 of 1949 of Book 4. I request that a contingent bill for the registration fee of Rs 9.4.0 may be sent to this office for adjustment.

C Chandrasekhar
Sub Registrar

Sub Registrars Office
Mylapore
Dt 13.6.1949.

ASST. SECRETARY TO GOVERNMENT
15 JUN 1949
EDUCATION AND PUBLIC HEALTH DEPT.

251

132

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253 (133) Ex P A (G2)

From the Sub Registrar, Mylapore
Letter Dt 13.6.49

Memo No. 38864-92/48-35 Edn. dated 29-6-49.

Bharathi's Songs -
Rights of reproduction by
gramophone etc - Sri A V. Meiyappa
Chettiyar's gift - Registration
of deed.

A Contingent bill for
Rs ~~[illegible]~~ 9-4-0 towards the fees for
Registration, Copying etc of the
document

document refered to above, duly endorsed in favour of the Registration Department is forwarded to the Sub Registrar of Assurances, Mylapore

The document may kindly be sent to this Dept. only Registered post.

27.6.49

To The Sub-Registrar (with a Contingent bill)

M.T.C. FORM No. 56. T. & A. 31.

255

134

P

[See S.R. 18 (c) under T.R. 16.]

DETAILED COUNTERSIGNED CONTINGENT BILL.

(Countersigned before payment.)

No.

Note.—This form should be used in the case of bills countersigned by the Controlling Officer before payment.

DISTRICT OF | DETAILED BILL OF CONTINGENT CHARGES OF | FOR THE MONTH OF 194 . | Head of Service 25-J. Genl. Admin. Training Sects. & H.Q. Estt. | Voucher No. of list of payments for the month of 194 .

Number of sub-vouchers.	Description of charge and number and date of authority for all charges requiring special sanction.	Amount. Rs.	A.	P.
	Fee for the registration of deed of the gift of Sri A.V. Meiyappa Chettiyar of the right of reproduction by Gramophone etc of Bharathi's Songs, to Gas Memo No 38864-92-48-34 D) 7.6.49			
	Total Rupees ..	9	4	-

(1) I CERTIFY that the expenditure charged in this bill could not, with due regard to the interests of the public service, be avoided. I certify that to the best of my knowledge and belief the payments entered in this bill have been duly made to the parties entitled to receive them with the exceptions noted below, which exceed the balance of the permanent advance, and will be paid on receipt of the money drawn on this bill. Vouchers for all sums above Rs. 25 in amount are attached to this bill have those noted below, which will be forwarded as soon as the amounts have been paid. I have, as far as possible, obtained vouchers for other sums, and am responsible that they have been so cancelled that they cannot be used again. All bills to be paid by book transfer are annexed.

(2) CERTIFIED that the acquittances of the several menials for whom pay has been drawn in the previous bills have been duly taken in the office acquittance register.

(3) CERTIFIED that the materials and stores billed for above have been brought on the respective inventories and that all materials and stores are being duly accounted for and verified in the manner laid down in Articles 133—145, Madras Financial Code.

(4) CERTIFIED further that the articles or materials billed for have been purchased on the tender system prescribed in Article 125, Madras Financial Code, and have been received in good order, that their quantities re correct and their quality good, that the rates paid are not in excess of the accepted and the market rates d that the suitable notes of payment have been recorded against the original indents and invoices verred to prevent double payments.

S.R.O.

256

2

(5) CERTIFIED that—

(a) the expenditure on conveyance hire charged in this bill in terms of item 11 of Appendix 7 to the Madras Financial Code, was actually incurred, was unavoidable and is within the schedule scale of charges for the conveyance used, and

(b) the Government servant concerned is not entitled to draw travelling allowance under the ordinary rules for the journey, and he is not granted any compensatory leave and does not and will not otherwise receive any special remuneration for the performance of the duty which necessitated the journey.

Received contents—	2500 — —
Appropriation for the current year	~~[illegible]~~
Expenditure including this bill	9-4-0.
Amount of bills to be paid by book transfer annexed	~~257~~ (x)
Balance available ..	

Signature and designation of the Drawing Officer.

* *Note.*—The progress of expenditure should be recorded under each sub-head of appropiation.

For use of Controlling Officer.

Passed for Rupees (in words)

I CERTIFY that in respect of every charge of more than Rs. 25 made in this bill, a receipt or other voucher has been given me, and is now in my possession. The receipts and vouchers for items in excess of Rs. 100 are attached to the bill with the exception of those above Rs. 100 noted above which will be sent after payment; and I am responsible that the receipts and vouchers for all other items of more than Rs. 25 are in proper form and order and that they have been so cancelled that they cannot be again used to support claims against the Government. All bills to be paid by book transfer are also appended.

Please pay to the Registration Dept. by transfer of Credit from 25 J. Genl. Administration Sectt & H.Q. Estts. Civil Sectts - E.E.&P.H. Dept. 4-1 Office Contingencies -

Dated 20/6 1949. Controlling Officer. (Signature) (Designation)

Examined. Pay Rs (Rupees

Accountant

Officer-in-charge of the Treasury.

Treasury, dated the 194 .

Space for pre-audit enfacement in respect of bills submitted for pre-audit.

For use in Accountant-General's Office.

Head of service chargeable—	Admitted for Rs. Objected to Rs. Reason of objection

Auditor. *Senior Accountant.*

T. & A. 31.

(x) Apart from this a bill for Rs 63-12-0 was passed adjustment in respect of Regn. of the Deed for the transfer of Sri Vis rights -

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Sub Registrars Office
Mylapore
1.7.1949.

From.
Sri. C. Chandrasekhar.
Sub Registrar Mylapore.

G2 (13) 257 ASI

To.
The Asst. Secretary to Government
Education & Public Health Department
Fort St George Madras.

Sir,

Ref :- Your memo NO 38864. G 2/48.35. Edu Dt 29.6.49. Document of Bharathis Songs Contingent Bill for Registration fees and return of document.

50511
4-7-49.

The receipt of the Contingent bill for Rs 9.4.0. is acknowledged. As the document cannot now be sent by post without the authorisation of the presentant of the document Sri A. V. Meiyappa Chettiar, I request that Sri N. V. Srinivasan the superintendent of your office who is the nominee to receive the document, may (please) be sent to take delivery of it on or before 11.7.49. A safe custody fee of six annas has to be paid as it was not taken delivery of within 15 days from the date of its registration.

5.7.49

C. Chandrasekhar
Sub Registrar

II DRAFTS. EDN.& P.H.(G2).

DRAFT I.

COPYRIGHT - Poet Bharathi's works - Purchase from Sri C. Viswanatha Ayyar and acceptance of the gift of Sri A.V. Meiyappa Chettiyar of right to reproduce by gramophone etc. - Orders issued.

ORDER/MS. NO. 2467 EDN., DATED 2-8-49.

The Govt. have had under their consideration, for some time, the question of taking steps to ensure that the songs and other works of the late C. Subrahmanya Bharathi, the Tamil Poet, should be made available to the public at large. They are now glad to state that they have, to this end, acquired from Sri C. Viswanatha Iyer, Proprietor of the Bharathi Prachuralayam all his copyright and other proprietary rights in the literary works and books of the Poet, for a consideration of Rs. 15,000/-. Sri Viswanatha Iyer has also placed at the disposal of the Govt. some of the manuscripts of the late Poet's works. The manuscripts will be exhibited in the Govt. Museum.

2. Sri A.V. Meiyappa Chettiyar, who had with him the entire rights of reproduction by gramophone, broadcasting and other sound producing devices, of the songs, works and compositions of the Poet, has conveyed as an absolute gift his rights to the Govt.

3. A list of the works, songs and compositions of the Poet, rights in which now vest in the Govt. as a result of the transfer of the rights adverted to in paras 1 and 2 of this order is given in the Annexure to this Order. The Govt. will have no objection to the use of these works, songs etc. for text-books intended for educational institutions, their reproduction by gramophone or broadcasting ~~previous permission of Govt.~~, or their use for other similar purposes, provided the previous permission of the Govt. is obtained ~~for such use.~~ therefor

4. The question of what measures should be taken to carry out the objects with which the copyright has been acquired by Govt. will be separately considered by the Govt, in consultation with the ~~Education~~ D.P.I.

5. The Govt. wish to record their appreciation of

of the gift by Sri A.V. Meiyappa Chettiyar of his rights to Govt. and of Sri C. Viswanatha Iyer's gift to the Govt. of the manuscripts of the Poet's works.

6. The signal documents are forwarded to the ~~Central Record Office~~ Madras Regional Office for safe Custody.

To

The D.P.I.
" S.G.M.
" Director of I.& P.
Copy to the Regr., Madras Uty.
Copy to the Regr., Annamalai Uty.
~~C.C.~~ Taxation, M.R.O.
(with two documents)

By Regd Post.

Annexure.

Here Enter List as on page 6 of (W)—Schedule II

P.T.O. -2-

GOVERNMENT OF MADRAS.
ABSTRACT.

...

COPYRIGHT - Poet Bharathi's works - Purchase from Sri C. Viswanatha Ayyar and acceptance of the gift of Sri A.V. Meiyappa Chettiyar of right to reproduce by gramophone etc. - Orders passed.

- - - -

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ANNEXURE.

I. POETICAL WORKS:

1. Desiya Gitangal.
2. Thottira Padalgal.
3. Vedanta Padalgal.
4. Vinayagar Nanmani Malai.
5. Kannan Pattu.
6. Puthiya Athichudi.
7. Murasu, Pappappattu.
8. Kuyil.
9. Panchalai Sapatham.
10. Swacharithaiyum Pira Padalgalum.

II. PROSE WORKS:

11. Gnana Ratham.
12. Patanjali Yogasutram.
13. Vedarishikalin Kavithai.
14. Gitai Munnurai.
15. Chandrigaiyin Kathai.
16. Navatanthira Kathaigal.
17. Kathai Kothu.
18. Tharasu, Stray Thoughts and Chittakkadal.

III. ESSAYS:

19. (1) Thattuvam.
(2) Mathar.
(3) Kalaigal.
(4) Samuham.

IV. TRANSLATION:

Bhagavat Gita (in Tamil).

V. ENGLISH WORKS:

1. Agni and other Poems & Translations.
2. Essays and other Prose Fragments.

AMG.2.8.

Draft II

Dp Sechm 2/8

one bundle kept at the office

the bundle placed above.

The S.G.M. (with the manuscripts).

14.7.49.

2. S.C's (with Annexure + [illegible] -

bundle 3/8

263

DRAFT II. (138)

EDN.& P.H.(G2).

BHARATHI'S WORKS - Manuscripts - Forwarded to the Govt. Museum for safe custody and exhibition.

--

MEMO. NO.38864-92/48-37 EDN., DATED 2-8-49.

--

The manuscripts of works of the late Sri C. Subrahmanya Bharathi, the Tamil Poet, as in the list annexed are forwarded herewith to the Supdt., Govt. Museum, Madras. The Supdt. is requested to arrange for the use of the manuscripts as exhibits in the Govt. Museum and for their preservation in good condition.

15/7

15-7-49

Annexure

LIST of Manuscripts of Bharathi's works.

Hue Enter list on page 3 of Edn No 1534 Edn Dt 13.5.49 -

14.7.49

264

265 typed copy

GOVERNMENT OF MADRAS.
EDUCATION AND PUBLIC HEALTH DEPARTMENT.
Memorandum No. 38864-G2/48-37, Edn., dated 2nd August 1949.

139

Sub: BHARATHI'S WORKS - Manuscripts - Forwarded to the Government Museum for safe custody and exhibition.

The manuscripts of works of the late Sri C. Subrahmanya Bharathi, the Tamil Poet, as in the list annexed are forwarded herewith to the Superintendent, Government Museum, Madras. The Superintendent is requested to arrange for the use of the manuscripts as exhibits in the Government Museum and for their preservation in good condition.

J.M. LOBO PRABHU,
Secretary to Government.

To
The Superintendent, Government Museum (with the manuscripts).

Forwarded/By order

AMG.2.8. SUPERINTENDENT.

ANNEXURE.
LIST OF MANUSCRIPTS OF BHARATHI'S WORKS.

Serial No.	Name of work.	Number of pages.	Form (Note-book or loose sheets.
1.	Katchi	35	Note-book
2.	Collection of Poems and songs (29 in number)	53	Bound Note-book
3.	Kuyil	39	Note-book.
4.	Shakti Padalgal	26	"
5.	Jagat Chitram	7	"
6.	Bhagavad Gita (Translation of the Text).	71 (59-129)	"
7.	Preface to Bhagavad Gita	58	"
8.	Panchali Sapatham: a. Part I(printed) with Bharati's corrections. b. Part II in Manuscript. c. Notes (printed) with Bharati's corrections.	37	"
9.	Collection of poems and songs.	32	Loose sheets tagged. (Foolscap size)
10.	Patanjali Yoga Sutram	22 sheets	"
11.	Chandrigaiyin Kathai: a.	pages 1-26 (28 sheets)	Loose sheets tagged (Quarter size)
	b.	pages 27-72	" (Foolscap size)
12.	Viduthalai	7	" (Quarter size).

AMG.2.8.

From
Dr. B. S. Baliga, Ph.D. (Lond.),
Curator, Madras Record Office,
~~Chittoor.~~

To
The Secretary to Government,
Education & Public Health Dept.,
Fort St. George, Madras.

No. 935/49 S.A. 7882, dated 6th August, 1949.

ASST. SECRETARY TO GOVERNMENT
9 AUG 1949
EDUCATION AND PUBLIC HEALTH DEPT.

Sub:- Copyright - Poet Bharathi's Works - Purchase from Sri C. Viswanatha Ayyar and acceptance of the gift of Sri A. V. Meiyappa Chettiyar of right to produce by Gramophone etc. - Deeds - Receipt Acknowledged.

Ref:- G.O. No. Ms. 2467, Education, dated 2-8-1949.

I acknowledge the receipt of the Deed of transfer dated 13-5-49 executed by Sri C. Viswanatha Iyer and the Deed of absolute gift dated 8-6-1949 executed by Sri A. Meiyappa Chettiar forwarded to this office for safe custody with the G.O. cited above.

Yours faithfully,

CURATOR,
6-8-1949.

CPS.

6/8/49.

P.T.6.

-2-

268

E. & P.H. (G2).

May be filed with G.O. Ms. No. 2467, Edn. dated 2-8-49 below. (The G.O. will be closed & kept in the section for some time as further action is necessary on a number of connected points.

10/8/49.

10845

11/8/49

269

Edn. & P.H. (G2).

141

VE

Pl. take 25 roneo copies fcus.

24/8

A/pd to all other ums & CVS. & Fin. Accts.

24.8.49

SUMMARISING NOTE.

Sub:- Bbarathi's works - Acquisition of Copyrights - Expenditure.

In March last the Government decided to acqui the Copyright in the works of the late Tamil Poet Subramania Bharathi with a view to making those works available to the public at large. That copyright (exce the right to reproduce the Poet's songs by broadcasti and gramophone records) vested in Sri C. Viswanatha Ayyar, the poet's cousin and the proprietor of the Bharathi Prachuvalayam. The right to reproduce the songs by broadcasting and other sound-producing devices was with Sri A.V. Meiyappa Chettiyar. The Govt. have acquired the former right from Sri C. Viswa tha Ayyar on payment of Rs. 15,000/- and have accepted the unconditional gift by Sri Meiyappa Chettiar of the latter right. The necessary documents in respect of these transactions have been executed. The payment of Rs 15000 stipulated has been made to Sri Viswanatha Ayyar.

G

Eo 2467 Edn

2 8 49

2. When passing orders for the acquisition of the copyright in Bharathi's songs, compositions and verses the Govt. also passed orders to the effect that the Poet's widow and two daughters should together be paid Rs.15,000/-, i.e. Rs.5,000/- for each. In accordance with these orders, a sum of Rs.5,000/- has already bee disbursed through the Collector of Tirunelveli to Srimathi Chellammal Bharathi, poet's widow, and a similar sum to Srimathi Thangammal Bharathi, the Poet's daught. The payments were made on the 20th April 1949 and a statement conveying to the Government whatever rights they might have in the works of Bharathi was obtained from them. A request has been received from Srimath Sakuntala Bharathi the other daughter of the Poet, now in Brunei (North Borneo), for payment of the sum of Rs.5,000/- due to her under the orders referred to above. It is proposed to disburse the amount to her now in accordance with the orders already pa

J

Extracts of minutes on pp 7 of Eo 963 Edn 4.4.49

in Linked Fils (59549)

J/1

J/11

J/13

Dealt with in L 7.

As Hon'ble Ministers were anxious that orders should issue very urgently regarding these payments and as the transaction with Sri Viswanatha Ayyar had to be finalized urgently by the registration of the necessary document, the case was treated as extremely urgent, and H.M.(E.& L.), H.M.(Finance) and Hon'ble Premier ~~agreed~~ decided that the urgent procedure should be followed in this case. Orders have now been issued making the payments. Provision of funds will be made in due course.

The Note is now circulated to the other Hon'ble Ministers, the Chief Secretary and the Finance Deptt.

23-8-48

5/24/8

142

ASSISTANT SECRETARY
9 - APR 1948
LEGAL DEPARTMENT

4289

Secretary, Legal.

Note 7/4

There is a great deal of agitation that Bharathi's works must be made free for everybody to utilize. At present, as will be seen in this note, the right of singing and using Bharathi's songs are with two individuals. The legal position of these rights may be examined and it may also be considered whether we cannot acquire those rights under law. The ~~copyright~~ copyright and any other relevant law on the matter may be examined and put up.

ISA
8.4.48

H.M.Education.

C.No. 4179/48. (143) LEGAL DEPARTMENT.

Copyright Act - "Bharathi" Songs.

Letter from Sri T.K. Shanmukham, "Shanmukha Arangam", Coimbatore, to the Hon'ble the Premier dated 5-4-1948.

Please see ordersof H.Pr. on page 2 c.f.

2. The Indian Copyright Act, 1914 (Central Act I of 1914) governs the matter. Before examining the legal position, E. & P.H. may be requested to put up ~~any precedent bearing on the subject and any other~~ paper or papers in which the question of copyright in "Bharathi" songs was examined. They may also be requested to ascertain how Messrs. Viswanatha Ayyar and A.V. Meyyappa Chettiar acquired copyright in "Bharathi" songs.

8.4.48

8/4/48

A.S. pl. see the further communication on pp 5-8 cf. for minutes of H.M. (Edn) on p 1 ante. As ordered above

4

The file may be sent to B.J.P.H.

9.4.48

E & PH (83).

Legal no no 4179/48 7
9.4.48.

Please see the H.M (Edn)'s minutes at p.1 ...ute and the Legal Dept's note at pp. 3-4 above. ...e information required may be obtained from ...e D.P.I. A draft memo. is put up below. ...r approval.

16-4-48

(Issued as memo. no. 26694. 83.481. Edn. 2/16.4.48)

p 9cb
26694

ASST. SECRETARY TO GOVERNMENT
12 APR 1948
EDUCATION AND PUBLIC HEALTH DEPT.

Immediate

144

Secretary, E.& P.H.

p. 7 infra
p. 8 infra

Please see herewith my note to the Premier and H.Pr.'s reply there to. I had asked the matter to be examined by the Legal Department. They have received information from an outsider. That examination may be expedited and the matter reported.

TSA
28-4

H.M. Education.

31056.

SECRETARY, EDN. AND P.H. DEPT.
28 APR 1948
GOVERNMENT OF MADRAS

Confidential

145

Hon. Premier.

With reference to Bharathi's works, I understand, that under the law, an individual concern which has its claim by hereditary right to the works can give away the royalty for 25 years and after 25 years they have a right to give away for another 25 years. I understand that the royalty given to the Saraswathi stores who are at present the owners of the right over Bharathi's work have finished the first 25 years. If Government want to make Bharathi's work the property of all, we should acquire those rights. If the Cabinet will give me the power to negotiate over the matter, we can have the matter negotiated and fix the amount for which we can purchase the rights. I don't think we need have to pay very much. It may not exceed above Rs.20,000/- 25000. I shall be glad to have your

p.t.o.

8/

-2-

views in the matter so that we can proceed with it as soon as possible.

TSA
20.4.48

H.M. Education.

H.M. Education is requested to make arrangements with Bharati's relations to make Bharati's songs to the people
G.P.R
20/4

E.P.H(93)

Please see the H.M.(Edn.)'s note to H.Pr. from pp. 7-8 above, the minutes of H.Pr. thereon ~~at 'A'~~ above, and the further minutes of H.M.(Edn) at p. 5 ante. The case may be returned to Legal. w.o. for further examn. The D.P.I's reply to the memo. at p. 9 ef. has not yet been received. He has been reminded in the matter.

p. 13 ef.

9

146

when the reply from the D.P.I. is received, it may be sent to Legal in continuation.

28/4/48.

Today's tappal has brought in a file on the subject from Legal. Please add that file to this and examine further.

28.4.48.

28.4.48

P.T.O.

Secretary, Legal.

(147)

Please see herewith the legal opinion over the copyright possession by the Saraswathi Stores on the Tamil Poet, Subramania Bharathi's works. I had already sent a note to have the matter examined. A friend has taken pains to get legal opinion on the matter, which I am sending herewith. I shall be glad if you will kindly examine it and let me know your views in the matter and the law as it stands.

19.4

H.M. Education.

ASSISTANT SECRETARY
20 APR 1948
LEGAL DEPARTMENT

(P.T.O.)

(P.T.O)

148

Legal Dept

Please see the minute of HM (Edn) on the previous page. The previous note of HM. referred to in that minute was sent to the E & P. H. Dept. and they were requested to put up any papers in which the question of copyright in Bharathi songs was examined and to ascertain how Messrs. Viswanatha Iyer and Meyyappa Chettiar acquired copyright in those songs. The E & P. H. Dept. have made a reference to the D.P.I and the latter's reply is awaited.

2. The papers in this file may be sent to the E & P.H. Dept. and they may be requested to ask the D.P.I to submit his reply as quickly as possible.

3. In this connexion it may be mentioned that a report appeared in the newspapers recently. According to that report a petition for temporary injunction was filed (in the Court of the Dt. Judge, Coimbatore) by one Mr. Meyyappa Chettiar against Messrs. T.K.S and Bros for restraining the latter from broadcasting Bharathi's songs but was ultimately dismissed by the Dt. Judge on the ground that Mr. Chettiar had no copyright in the songs. EPH may perhaps ask the D.P.I. or the Collector to verify the position & obtain & forward a copy of the judgment if any.

25/4/48

E & P H (93)

Legal no. 4728/487
26.4.48

[The notes and orders of this Dept. at pp. 8-9 ante may be perused]

The minutes of H.M.(Edn) to the Legal Secy. and the note of the Legal Dept. thereon since received have been added to the file. With reference to para 2 of the Legal Dept. note above, it may be stated that the Director of Public Instruction was reminded in the matter only on 27-4-1948. It does not therefore seem necessary to remind him so soon. The Director's reply to the Memo. at p. 9 c.f. may be awaited till 3-5-1948.

ASST. SEC... EDUCATION ... 28 APR ...
31139

The press report referred to in the Legal Dept. note in para 3 on p. 13 ante, is put up at flag (Y). It will be observed from the report that the ~~petition is one under Order 39, Rule 2, Sec. 151 C.P.C. seeking~~ petition was for the grant of an interim injunction restraining the defendants from delivering any copy of the film to any distributor and distributing and exhibiting the film 'Bilhanan' containing the sound record of Subramanya Bharathi's songs commencing with the words "Thoondir puzhu vinai pol'. The Collr. of Coimbatore may be consulted whether the position reported in the press is correct; he may also be requested to obtain and forward a copy of the judgment passed in the case. A draft memo. is submitted for approval. After issue of the draft, the case may be ~~sent~~ returned to Legal. u.o. The replies ~~from~~ of the Director of Public Instruction and the Collector of Coimbatore ~~will~~ may be sent to Legal when received with in continuation.

29/4/48. 29.4.48

(issued as Memo.No.26694-B3-48-2-Edn.2/29.4.48) p. 2 ante.

LEGAL DEPARTMENT.

R.P.H.

The note of the E. & P.H. Department on pp. 13-14 above may be perused.

2. The administrative department concerned with "copyright" is the E.& P.H. Department. It will therefore be advantageous and convenient if the ~~E.& P.H.~~ Department examines the questions raised in this file in the first instance. The file may therefore be returned to E.& P.H. and they may be requested to examine the questions with reference to the reports of the Collector and the D.P.I. which have been called for and also the previous papers, if any, bearing on the subject..The file may then be sent to this Department with the remarks of E.&.P.H. for further consideration. This may now be returned to E.& P.H.

29/4/48

R.P.H.
No. 26694-B3-48-3
29/4/48

0 5237

ASSISTANT SECRETARY
29 APR 1948
LEGAL DEPARTMENT

1 & 22 C

X

31918

30/4/48.

Please see the Legal Dept. note above the views of the D.P.I and the

RPH(B3) Legal No.No 5237/48-1
30.4.48
1948

15

(14)

~~collector of coimbatore~~ (may be awaited. In the meanwhile H.M(Edn) may see the case.

1.5.48.

1.5.48

1.5.48

I am afraid the note of the D.P.I. will not produce any light. I do not think there ~~was~~ any attempts made to acquire the rights to Bharathi's songs. ~~xxxxxxxxxx~~ I understand now it is acquired by the Saraswathi Stores. They have purchased it from one Suraj Mahal or some body. The point is what is the legal position today. To have it examined, I do not think any enquiry to the D.P.I. is necessary and even if any enquiry is made, he may not have anything useful to inform us and so, the present position may be examined legally and steps taken to get it acquired as a public property. The matter may be treated as confidential hereafter. H.Pr. also may see the present position.

3.5.48

SECRETARY, EDN. AND P.H. DEPT.
8 MAY 1948
GOVERNMENT OF MADRAS

Please see the minutes of H.M(Edn) above with reference to 'A' above. the case may be sent to Legal. u.o.

4.5.48.

4.5.48

(From the D.P.I's Roc No 432-J/48 d 4-5-1948)

No. 31918-B3-48-1

ASSISTANT SECRETARY
5-50 P.M.
4 MAY 1948
LEGAL DEPARTMENT

5568

Legal Department

There is no information in the file as to what rights were assigned respectively to the Saraswathi Stores, Mr. Meyappa Chettiar and Mr. Viswanatha Ayyar. Unless the assignment ~~is~~ in their favour or copies thereof are examined, it is not possible to say what rights, if any, have passed to them. It is probable that these assignment deeds are registered. If this surmise should turn out to be correct, it should be possible to obtain the assignment deeds from

the Registration Department. An effort may be made in that direction. Alternatively, the Collectors of the districts concerned might be asked to obtain if possible copies of these documents. After that, the further enquiry can be pursued.

It will also be useful to ascertain who the present legal representatives of the late Poet are so that should the situation permit, Government might take up the question of obtaining an assignment of the copyright from these persons. The report of the Registrar of Books says that Mrs. Chellamma Bharathi and later Messrs. Bharathi Prachuralayam, were the owners of the copyright. Their title to it may be investigated. It may be that the Registrar of Books has some information on the subject. If Government can obtain an assignment of the copyright from the heirs of the late Poet or from their assigns, Government will naturally be in a position to permit the public to make use of the Poet's songs free of charge.

If, for any reason, this is not feasible, it will be open to Government to reproduce the songs under the proviso to section 3 of the English Copyright Act - which is applicable to India also - after giving the prescribed notice and paying a royalty of 10 per cent of the sale price. In other words, if it is not possible to obtain an assignment, Government may reproduce the songs and sell them. In that case, Government will not be at liberty to distribute the songs free of charge.

ASST. SECRETARY TO GOVERNMENT 10 MAY 1948 EDUCATION AND PUBLIC HEALTH DEPT.
ASST. SECRETARY TO GOVERNMENT 10 MAY 1948 EDUCATION AND PUBLIC HEALTH DEPT.
36805
Legal no. 5568/
18.5
(Sealed Cover)

Secretary, E.& P.H.

With regard to the acquisition of the rights in connection with Poet Bharathi's songs for the public, I am herewith sending a copy of the records and documents connected with the conveyance of the songs. Legal Dept. may be requested to advise us as to what we should do in the matter.

There is a great deal of agitation in the matter and the sooner we acquire it the better. If we delay it unnecessarily, we have to yield to public agitation. I expect the matter to be examined and put up within a week.

37478

SECRETARY, EDN. AND P.H. DEPT. 20 MAY 1948 GOVERNMENT OF MADRAS
ASST. SECRETARY TO GOVERNMENT 20 MAY 1948 EDUCATION AND PUBLIC HEALTH DEPT.

H.M. Education.
E.P.H.(G3).

Please see the Legal Dept. note on p. 15-16 ante, the letter from the D.M. Coimbatore with its enclosures at pp. 30-35 c.f. ~~and~~ the letter and its encls from Sri T.K. ~~Subra~~ Shunmugham on pp-36-46 c.f. and the minutes of H.M.(Edn) above. Copies of the deeds of the assignment referred to by the Legal Dept. on p.15 ante, have since been received from Sri T.K.Shunmugham who is one of the respondents (defendant) in the original suit in the Court of the Dt. Judge, Coimbatore - vide pp. 40-46 c.f. It may be observed therefrom that the deed of assignment of copyright to the Bharathi Prachuralayam by the late Sri Subrahmanya Bharathi's ~~the~~ widow and ~~his~~ daughter was absolute and conveyed to the former, the entire copyrights and other proprietory rights of the late Sri Subrahmanya Bharathi in the literary works and books, mentioned in the schedule to the deed. The Bharathi Prachuralayam later in August 1934 assigned to ~~Ks~~ Jeshinglal K.Mehta the rights over the literary and other works in English and Tamil, for sound producing or broadcasting devices; Sri Mehta in turn assigned in Septr. 1946 his entire rights in the matter to Sri A.V.Meiyappan Chettiar. ~~in September 1946~~. The case may be sent to Legal u.o. with reference to the minutes of H.M.(Edn) at 'A' above.

ASSISTANT SECRETARY 24 MAY 1948 LEGAL DEPARTMENT

Legal Department

According to the deed of assignment at pages 40-42, c.f., Chellamma Bharathi, widow of the late Sri Subramanya Bharathi, and two others absolutely conveyed and assigned the copyright and other proprietary rights of the late Subramanya Bharathi in the literary works and books mentioned in the Schedule to certain persons who carried on business under the name of Bharathi Prachuralayam. It will be clear from the deed of assignment that the widow of the late poet and the other two women have completely parted with their copyright in the works of the late poet to the assignees.

It is also seen that the assignees referred to above partially assigned a portion of their rights to Jeshinglal K. Mehta by an agreement dated 4-8-1934. The right conveyed was the exclusive right of making records of gramaphone, etc. Mr. Mehta has completely assigned his rights to Mr. Meyyappa Chettiar.

Thus according to the deeds of assignments sent to Government, the Bharathi Prachuralayam have the absolute rights in respect of the works of the late poet except in respect of the rights referred to above, namely, right of making gramaphone records, etc.

If it is considered that the rights possessed by the Bharathi Prachuralayam and Mr. Meyyappa Chettiar should be obtained by Government, those persons will have to be requested to assign their rights completely to Government.

Attention is invited in this connection to the order of the District Judge at pages 32-34 c.f. Having regard to the contentions referred to in that order, especially in paragraph 7 on page 33 c.f., it does not seem advisable to consider the question of taking an assignment from Mr. Meyyappa Chettiar, so far as the song referred to in the suit is concerned, until his copyright to the same is decided in his favour in that suit.

ASST. SECRETARY TO GOVERNMENT
25 MAY 1948
EDUCATION AND PUBLIC HEALTH DEPT.

19
Spl.H(83)

(151)

Please see the legal dept. note on p. 12 ante.

They state that the Bharathi Prachuralayam have the absolute rights in respect of the works of the late poet, Subramanya Bharathi except in respect of the rights of making gramaphone records etc. legal dept. state that it is considered that the rights possessed by the Bharathi prachuralayam in respect of the works of the poet and Mr. Meyyappa Chettiar in respect of the rights of making gramaphone records etc.; those persons will have to be requested to assign their rights completely to Govt. But in view of the contentions referred to in the order of the Dt. Judge, Coimbatore pp. 32-33, especially in para 7 on p. 33 c.f. legal ave of the view that it is not advisable to consider the question of taking an assignment from Mr. Meyyappa chettiar so far as the song referred to in the suit is concerned, until his copyright to the same is decided in his favour in that suit. In the circumstances, it is for ordering whether for the present the Bharathi Prachuralayam alone may be requested to assign their rights in the works of the poet completely to Govt. The bill may be circulated to H.M. (Edn), H.M. (Agri.), H.M. (Legal), H.M. (Fin.), and H.Dr. for orders.

39861/Gs
26 MAY 1948
FINANCE DEPARTMENT

26/5/48.

Jdo m/. 8
26.5.48.

If it is decided that the Copyright should be purchased an attempt may be made through the Collector to see whether the owners will be willing to part with their rights free of charge or at least for a nominal sum in view of the public object for which the proposal stands. Bill may see after circulation.

26.5.48

26/5/48

E.P.H. No. 3886-93-48
26/5/48.

Finance (Exp.B) Deptt.

A representation to Government was made by one Sri T.K.Shamnugam, Coimbatore, that the right of ~~signing~~ singing the songs and using the works of the late C.Subramania Bharathi, the Tamil poet was with two individuals, namely, Sri Viswanatha Ayyar and Sri A.V.Meyyappa Chettiar and that there is a great deal of agitation that Barathi's works should be made free for everybody to utilise. Consequently the question of acquiring the above rights by Government has been examined by the Legal and E & P.H. Departments - Please see the notes on pp 17-19 above.

According to the deeds of assignments available, the Bharathi Prachuralayam have the absolute right in respect of the works of the late poet except in respect of the right of making gramophone records etc., which is with Sri Meyyappa Chettiar. The Legal Department have stated that those persons ~~may~~ will have to be requested to assign their rights on the works of the poet completely to Government. E & P.H. propose that for the present the Barathi Prachuralayam alone may be requested to assign their rights in the works of the poet completely to Government on payment of full compensation.

2. The cost involved in the proposal is not known. H.M (Edn.) has ~~stated~~ minuted that Government may have to pay Rs.20,000 or Rs.25,000. E & P.H. may be requested to furnish an estimate of the cost involved in the proposal. As the expenditure in the present proposal is on the payment of compensation for acquiring the copyright of the literary works of the Tamil Poet, C.Subramania Bharathi as this relates to the Education Department, it can ~~therefore~~ be brought under contributions to private institutions for educational purposes. In this view the proposal will consitute a 'New Service'. If the cost involved in the proposal exceeds Rs.20,000, the case will have to be placed before the Standing Finance Committee and the Cabinet. A supplementary grant for the expenditure required will have to be obtained before the expenditure is sanctioned, unless ~~xxxxxxxxxxxxxxx~~ this is considered extremely urgent..

3. (It is presumed that) E & P.H. will also ~~be requested to~~ consider the question of what should be done with the copy right separately if it is finally decided to acquire the copyright and whether any receipts could be realised to cover the expenditure. H.M. Fin may also see.

K on p 3 c

p 40-46

para 4, p 18 above

A and B on p 19 above

A on p 9 above

It is a new kind of expenditure and will certainly be a "new service"

285.48

B

'X'

Some kind of payment to Govt whenever the songs are used may be prescribed in due course, so that the cost of acquisition may be recovered in course of time

285.48

M

27.5.48

27.5.48

28.5.48

E & P.H.

Fin. ... 39661-E3-1

28 MAY 1948

39609

152

E&P.H. (93)

Please see the Finance note on page 20 ante. With reference to para 2 of their note, it may be stated that the cost involved in the proposal can be known only when the party (Bharathi Prachuralayam) is addressed and their reply as to the amount of compensation required by them is received. With reference to Finance Secretary's remarks at 'M' on page 20 ante, it is submd that the copyright in ~~the~~ Bharathi's songs is proposed to be acquired so that the ~~public may have~~ works may become a public property. It does not seem to be the intention of Govt. that after the copyrights are acquired, any fees should be levied for the use of the songs by the public. Orders may however be taken on this point in circulation.

p. 7 ante

'C'

The case may now be circulated to ~~H.M. (Edn.)~~ H.M. (Agri) for H.M. (Legal), H.M. (Edn.), H.M. (Fin) and H.Pr. for orders on the proposals ~~at 'A' and 'B' on page 19 ante and 'C' above.~~

(1) whether to begin with the Bharathi Prachuralayam may be asked to assign their copyright in the works of the poet completely to Govt;

(2) whether they may be paid full compensation for the rights they assign;

(3) whether any fees should be charged from the public for the use of the works of the poet after the acquisition of the rights from the Bharathi Prachuralayam and (4) in case the Bharathi Prachuralayam refuse to assign their rights whether ~~action to~~ action may be taken under the English

29.5.48

1876

Copyright Act as suggested & legal advice T on page 16 ante.

1, 2, 4 – yes.
3. no

We may agree to the suggestions of H.M.(Agr.) above, but the point to be considered is whether it can be acquired through court, if private negotiation fails. The matter may be first circulated to H.M.(Finance) and H.Pr. and on their approval that the matter should be negotiated, the legal position referred to above may be examined and put up.

Copyright is only for a limited period after the death of the author.

When did the poet die?
When will the Copyright expire?
Let Legal get the information.

B.Y.T.
11.6

please see the minutes above. It is reported that the poet Bharathiar died in 1921 - vide para 7 on p. 33 ante. The case may be sent to Legal no. with reference to 'A' and 'B' above pro 6

Legal no. 7236C/48
15.6.48

A above

Extracted & put up at (B)
* para 7 on p. 33 ante

Whether govt. sells the songs thus reproduced to the public or supplies them copies free of charge. It seems that the 10% royalty should be paid at the rate at the date price which should be given.

ASSISTANT SECRETARY
12 JUN 1948
LEGAL DEPARTMENT

SECRETARY, EDN. AND P. H. DEPT.
18 JUN 1948
GOVERNMENT OF MADRAS

Rights will be reserved by Govt.

Legal Department

A on page 22 ante. If private negotiations for the assignment of copyright to Government fail, then there is no provision for the compulsory acquisition of copyright. Action may, however, be taken under the proviso to section 3 of the English Copyright Act.

B on page 22 ante. Under section 3 of the English Copyright Act, the term for which copyright will subsist is the lifetime of the author and a period of 50 years after his death. It is stated that the poet died in 1921. If so, the copyright will expire in 1971.

14/6/48

CP.H

Please see the Legal Dept. note above. If private negotiations fail, the only alternative is to take action under the proviso to Section 3 of the English Copyright Act, 1911 as 27 years only have elapsed since the death of Bhanathiar, the poet. This means that the songs reproduced should be sold to the public and a royalty of 10 per cent. should be given to the owners of the copyright after giving them prescribed notice in writing of the Govt.'s intention to reproduce the songs in question. Please Tan p16 ante. The case may be circulated to H.M.(Agri), H.M.(Edn), H.M.(Fin) and H.Pr. for orders on the points raised on pp. 21-22 ante.

17.6.48

I am not quite sure whether x above is correct. Please examine. See 5 of the Indian Copyright Act. I think thereunder the Copyright goes to the Executioners. Legal may examine again.

18/6

24

This may be sent to the Legal again to examine the point raised in the minutes of H.M. (Agri) on the previous page

CCO 18/6/48 — 18-6-48 — S | 18/6/48 Legal.

E.P.A. No. 38864 ex 3/48-3
18/6/48.

LEGAL DEPARTMENT.

7513

ASSISTANT SECRETARY
S/A
1 JUN 1948
LEGAL DEPARTMENT

Section 5 of the Indian Copyright Act contains no reference to the right of reversioners. It is therefore presumed that H.M.(Agri) is referring to the English Act. The position under that Act appears to be this:-

(1) The total period for which a copyright can subsist is (i) the lifetime of the author, plus (ii) a period of 50 years after his death. In respect of the latter half of this period of 50 years, the copyright will be available only to a restricted extent (Please see section 3).

(2) If the owner of the copyright does not dispose of it, ~~under the ordinary law it will~~ it will, naturally and under the ordinary law, go to the reversioners. If he disposes of it otherwise than by a will, the disposition will be valid only for the first 25 years after his death. Thereafter the interest in the copyright will devolve on his legal representatives. But this restriction viz., that the assignment will be valid only for 25 years after death, will not apply where the disposition is by or under a will. But whatever be the nature of the disposition, the total period during which a copyright can subsist is the lifetime of the author plus 50 years.

The note at 'X' on page 23 is correct: it was put in the short form in which it appears as it was meant as a direct answer to the query of H.M.(Finance) "When will the

154

25.

copyright expire?" for it was assumed that he would not be interested in legal detail.

Legal No. 7513/48-1
d 24.6.48

SECRETARY, HON. AND P.H. DEPT.
24 JUN 1948
GOVERNMENT OF MADRAS

[F-3-53354/48] 155 Home Dept.

Cinematograph - Entire rights (confined to film production, gramophone recording and broadcasting) in respect of songs, poems and other compositions and works of late Subramania Bharathi, Sri. C. — Purchased by Sri. Av. Meiyappa chettiar - Management of - Appointment of a Trust - Suggestions

pp 48-58 c.f. From Sri. Av. Meiyappa chettiar d 2/6/48.

Sri, Av. Meiyappa chettiar, Film producer and Director has stated that he has purchased the entire rights (confined, however, to film production, gramophone recording and broadcasting) in respect of the songs, poems and other compositions and works of late Sri. C. Subramania Bharathi by paying about Rs 10,000/- for them and requests, for the reasons explained by him in paras 5-8 and 10 to 11., that a Committee consisting of himself (or in his place an approved nominee of his) and two or more members nominated by the Govt. may be constituted for the management of the ~~copyright~~ entire rights purchased by him. His suggestions are contained in paras 13 on pp. 54-58 c.f.

para 4 on p. 50 c.f.

para 13(1) p. 54 c.f.

The ~~proposal~~ request, in effect, evolves itself into a proposal for the management of a copyright purchased by Sri. Av. Meiyappa chettiar in respect of the songs poems and other compositions and works of late Sri. C. Subramania Bharathi confined to the film world. This would therefore fall under "copyright", a subject dealt with by the E. and P.H. Dept. This ma

may therefore be transferred to E and P.H. Dept.

18/6/48

Home U.O.No 53354 F/48-1
23.6.48.

E.& P.H.(G3)

The circulation was interrupted on a query raised by H.M.(Agri). Please see p 23 ante. The Legal Department has noted on that query - vide pages 24-25 ante.

It is proposed to acquire the copy right with the Bharathi Prachuralayam only in the first instance. Legal has considered it inadvisable to consider the question of taking an assignment from Mr. A.V. Meiyappa Chettiar so far as the song referred to in the suit before the District Judge, Coimbatore, is concerned, until the copy right to the same is decided in his favour. Mr. Meiyappa chettiar has since written that he is prepared to assign his rights acquired at a cost of about Rs. 10,000/- as a gift to a Trust composed of himself and two or more members nominated by the Government. ~~Attention is invited to~~ vide para 13 of his letter on pp 54-56 cf. The copy right owned by him is confined to film production, gramophone recording and broadcasting in respect of the songs, poems and other compositions and works of the late Bharathi. He has also the same rights in respect of all the English works, poems, essays and stories of the Poet, but in respect of these, ~~rights (in English words)~~ he has to pay to the Bharathi Prachuralayam a royalty of one anna per record sold. If the offer of Mr. Meiyappa chettiar is accepted, Government need not incur any expenditure ~~for~~ by way of compensation in respect of his rights. A reference is in this connection invited to para 5 of the Legal Department's note on page 18 ante. It is presumed that in view of Sri Meiyappa chettiar's present offer, the view taken by Legal in respect of the particular song referred to on page 32 cf. still holds good. Legal may again see prior to circulation.

29-6.

30-6-48

S/Legal.

ASSTT. SECRETARY TO GOVERNMENT EDUCATION AND PUBLIC HEALTH DEPTS. 26 JUN 1948

47229

Item U on pages 21 and 22 ante

Item 5 on p 18 ante

p 32 cf

Item 4 on p 30 cf and p 34 cf

Item 4 on p 30 cf and p 46 cf

I think we may accept his offer subject to the stipulation of appreciation. Re. I wonder whether this in the particular case in question, several songs have been raised about the validity of the purchase of the copyright etc, and proves with the latter is aware the outcome of the suit before we proceed further. Or we

E.P.H. ASSISTANT SECRETARY 64.93.48 30 JUN 1948 LEGAL DEPARTMENT

8094c

pages 32-33 cf

page 46 cf

A

Legislative 8094c/48
dt 7.7.48

50504.
8/7/48

29

Ram Ram the little examined (156) by the hon Minister & the other two examined by him & a draft decree prepared for giving effect to it.

4/7/48 Legal.

Legal Department

There is no objection to the Government Solicitor being consulted in the matter as proposed by the Secretary, E. & P.H. Department. At the same time, it may be mentioned that there is a pending suit in the District Court, Coimbatore, in which the question whether the copyright in regard to one song or more than one song vests in Mr. Meyyappa Chettiar, is involved. The original deeds of assignment or public copies thereof ought to be in the District Court. Here we have only unauthorised copies. It would be therefore better in the first instance to ask the Government Pleader, Coimbatore, to examine the records in the suit (with, of course, the permission of the District Judge) and also the title of Mr. Meyyappa Chettiar to the copyright. If the Government Pleader is clear in his mind that Mr. Meyyappa Chettiar has a valid title to the copyright, then we may proceed further.

The Government Pleader may be asked to treat the matter as very urgent and confidential.

6/7/48 S

CPH

E P.H. (G3)

It seems better to get the title of Sri Meiyappa chettiar examined by the Govt. Pleader, Coimbatore as suggested by Legal at 'A' above. A draft memo is submitted for approval.

ccs
8/7/48

8-7-48 S

[Memo No. 26694/48/G3 Edn dated 9-7-48]

From the Govt. Pleader, Coimbatore, No. Nil, dated 22-7-48.

Please see the report of the Govt. Pleader, Coimbatore at pages 62-67 cf. He is of the opinion that if it is decided to acquire the copyright of all the works of the late poet, then such rights must be acquired from both the Bharathi Prachuralayam and Sri Meyyappa Chettiar; in the case of the latter, the rights owned are only partial. The Govt. Pleader however states that the matter is subjudice and that the verdict of the Dt. Court, Coimbatore will have the judicial value and decisive effect upon the rights of Sri Meyyappa Chettiyar. In the circumstances stated by him, it is for orders, whether the judgment of the Dt. Judge Coimbatore in the suit pending before him may be awaited before further action is taken in the matter of acceptance of the offer of Sri Meyyappa Chettiar.

Legal may see the case w.o. for remarks prior to circulation.

29-7-48

29.7.48

CCS 29/7/48

W.O. No. 38864 S3/4-6 Edn.

30-7-48

Legal Department

As suggested by the Government Pleader, Coimbatore, and agreed to by E. & P.H., it seems better to await the result of the suit now pending in the District Court, Coimbatore, before taking further action in the matter.

In the meanwhile there is no objection to obtaining copies of the relevant records from the Government Pleader, Coimbatore, and forwarding them to the Government Solicitor here so that the latter may examine the titles and have the necessary drafts kept ready for execution if and when Government decide to obtain assignment of the copyright - see in this connection

9397C

ASSISTANT SECRETARY 30 JUL 1948 LEGAL DEPARTMENT

the suggestion of the E. & P.H. Secretary at A on page 29 ante.

57564 31 JUL 1948

Legal no 9397C/48.1 d 31.7.48

E P H

E Jb. (Ly 3)

As regards the offer of Sri Ar. Meiyappa Chettiar to assign to a trust as a gift his right in respect of certain works of the late poet Bharathi, Legal agrees that it is better to await the result of the suit pending in the Dr. Court, Coimbatore, before taking further action in the matter. But Legal sees no objection to getting the title of Sri Meiyappa examined meanwhile by the Govt. Solicitor and keeping the drafts ready for execution.

But I am afraid we cannot get certified copies of documents in Court we being no parties to the suit. Mr Meiyappa Chettiyar will have to apply for copies & give us

2. With reference to the minutes of HM (Fin) on p 22 ante and of HM (Agr) on p 23 ante kind reference is solicited to the notes of Legal on pp 23 and 24-25 ante. The poet died in 1921. As the copyright will subsist for 50 years after the death of the author, the copyright in this case will expire in 1971. During the subsistence of the copyright the copyright may be acquired by private negotiation. If negotiations fail, action can be taken under the proviso to section 3 of the English Copyright Act, 1911 i.e. the works can be reproduced after giving a notice to the owner of the copyright and paying to him a royalty of 10% of the price of the books in respect of the copies of the work sold by the Govt.

3. The case may be circulated to HMs (Agr), (Edn) and (Fin) & HPr. for orders on para 1 above.

CCS 2/8/48

2/8/48

It will not be wise to allow the offer of Mr. Chettiyar to slip away. So let us get copies of title deeds and

finish examination of them by the time the suit in C.B.E. Dt Court is decided. A copy of the plaint & written statement & issues also may be obtained to know the exact scope of the suit.

[signature]
3/8

We may agree with H.M. Agriculture that the matter may be examined immediately with certified copies of the documents. But I must also say that people are restive over the matter and there is a general demand from the public that Bharathi's Works must be made public property and so, I feel that urgent action must be taken as soon as possible without waiting for the decision in the courts. H.Pr. also may see for information.

TSA
4.8.48

It is safer to await Court's decision.

I agree with H.M. (Agr)

N.G.A
4.8

H Pr. may also see

TSA
4-8-48

However make arrangements to purchase as soon as the court decides.

G.P.R
5/8

A draft memo to the Govt. Pleader, Coimbatore and a draft letter to Sri Meiyappa Chettiar are submitted for approval with reference to the minutes of HM (Agr) above and on the previous page. HM (Edn) may see the case again.

ces
6/8/48

[signature]
6/8/48

S [signature] HM (Edn)

TSA
12-8-48

SECRETARY, EDN. AND R.H. DEPT. 6 AUG 1948 GOVERNMENT OF MADRAS

SECRETARY, EDN. AND R.H. DEPT. 12 AUG 1948 GOVERNMENT OF MADRAS

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p 68 y [Memo No. 38864-48-93-7 Dt 13.8.48]

p 74 y From the D M Coimbatore No L. Dis-4045-M-48 Dt 2.9.48

page 108 y From Sri A.V. Meyyappa Chettiyar-letter Dt 28.8.48.

The orders in the minutes on page 32 ante are that arrangements may be made to acquire the rights in respect of the poet Bharathi's works after the suit now pending in the Dt. Court, Coimbatore is decided. The Court has not yet passed final orders in the suit.

2. It is presumed that, in the meantime, as suggested by Secy in the note at the top of p. 29 ante and agreed to by Legal, the Govt. Solicitor may be consulted on the proposal to acquire the rights, and he may be asked to prepare drafts[x] of the necessary deeds. (Mr Meyyappa Chettiyar's letters with copies of the deeds & the Court copies of the plaint & the written statement in the pending suit will be sent to the Govt. Solicitor for reference & return.) It is for orders whether this may be done.

p 31 ante

x after examining the documents now with the Govt.

pages 48-58 y, 76-107 y & 108-123 y.

[initials] 29-9-48

3. Subject to orders a draft memo to the Govt. Solicitor is submitted for approval.

approval - H.M. (Edn.) may see -

29.9.48

I had sent a separate note over this matter just a few days back. This is with reference to the singing rights. With reference to the right for publication of Bharathi's songs, it is in the hands of one Viswanatha Iyer, brother of Subramanya Bharathi. The matter of acquiring those rights may be taken up. I hope by this time the Court would have come to a decision. That also may be called for and action taken.

8-10-48

SECRETARY, EDN. AND P.H. DEPT. 8 OCT 1948 GOVERNMENT OF MADRAS

(Cont'd)

SECRETARY, EDN. AND P.H. DEPT. 1 OCT 1948 GOVERNMENT OF MADRAS

74917

Secretary, E.& P.H. (159)

During my recent tour in Tinnevelly, I met Srimathi Thangammal Bharathi, daughter of the great Tamil Poet Subramania Bharathi. She represented to me that arrangements must be made to publish Bharathi's work widely and that the Government may take it up and while doing so that they may make some provision for her own maintenance. I told her about the case that is pending in the Coimbatore District Court. But she told me that the Coimbatore case relates only to singing rights which has been sold away by Mr. Viswanatha Ayyar, brother of the Poet Bharathi, to Meyyappa Chettiar. The publication rights still vest with Mr. Viswanatha Ayyar.

In another file in which we are dealing with the matter it has been said that we must wait till this case is over. If that case only relates to singing rights and not to publication rights, I think we can take the matter of acquiring the right of publication immediately. Mr. Meyyappa Chettiar has also made an offer in one of his letters. In these circumstances, I think, we can go ahead with purchasing the rights of publication of Bharathi's work and get it published. The books are out of print today and are not available.

The opinion of the Legal Dept. may be obtained on this and put up.

H.M. Education.

Box

With reference to the minute above and his minute dated 8.10.1948 on the previous page

page (p. 34 ante) it is presumed that ~~the~~ Sri Viswanatha Aiyar referred to in HM's minutes is ~~the same~~ the gentleman of that name who is one of the partners of the Bharathi Prachuralayam - The proposals which the draft memo to the Govt. Solicitor embodies are to acquire the rights now vesting in ~~both~~ the Bharathi Prachuralayam and to accept the offer of Mr Meyyappa Chettiyar, who is stated to possess the singing rights in respect of the songs - As regards Z in the minute on the previous page, it is true that the Coimbatore case arose out of the singing of one of the songs of the poet, but the validity of the rights of both the Prachuralayam and Mr Meyyappa Chettiyar has been questioned by the defendants in that suit. So the Court's judgment in that case has to be awaited - (A draft memo to the Govt. Pleader in regard to the stage of the suit is submitted for approval -)

In the meantime the Govt. Solicitor is to be asked to scrutinise the papers and prepare the necessary drafts on the basis that all the rights in respect of the poet's works have to be acquired from the persons possessing them and that the offer of Mr Meyyappa Chettiyar may also be accepted - So the draft memo below which only carries out these suggestions is for approval -

HM (Edn) may see the case with reference to his minutes on pages 34 and ~~34~~ 35 ante, after issue of the draft memo to the Govt. Pleader, Coimbatore

Both the drafts may issue after perusal by HM (Edn)

13.10.48

15/10/48

The Govt. Solicitor may be consulted as above. The draft also may issue

ISA

[Memo No. 38864 - G3 - 48-10 Edn Dt 28-10-48]

Memo No 38864 - G3 - 48-11 Edn Dt 5-11-48

From the Govt. Pleader Coimbatore No. 2161 - Dt 3.11.48.

From the Govt. Solicitor - Letter Dt 5.11.48

The suit in the Dt. Court, Coimbatore has not been finally disposed of -

The file may lie over till 5.12.48

8/11/48

p 112 cf

page 5 of the draft to Govt. Solicitor placed below

pages 32-33 cf

pp 126-127 cf

pages 128-30 cf

p-132 cf

p-134 cf

160

SECRETARY, REV. AND ... GOVERNMENT OF MADRAS 27 OCT 1948

From the Govt. Solicitor No. 3387 dated 9.11.48.

Attention is invited to the Memo to the Govt. Solicitor on pages 128-130 cf and his letter on pages 136-137 cf. It is seen from that letter that before proceeding further with the proposals an investigation has to be made as to the place of the publication of the original works, the translations of the works, the time and place of these translations and so on. It is likely that the D.P.I will have some information on these points - He may be asked to make the investigation and submit a full report -

2. The Coimbatore case has not yet been finally disposed of by the Dt. Court - It is likely that the Dt. Judge will deal with the points mentioned by the Govt. Solicitor - The Court's judgment in that case has to be awaited - A reference to the Director, as in para 1 above may however be made, without waiting for that judgment.

3. Legal may see the Govt Solicitor's opinion on pages 136-137, for remarks if any. if any

16.11.48

In view of the Director's letter on page 26 cf, no reference to the D.P.I seems necessary. The Govt. Pleader, Coimbatore, may perhaps be asked to find out the details required by the Govt. Solicitor from the papers filed in the Dt. Court with the permission of the Dt. Judge.

16/11/48

ASSISTANT SECRETARY
17 NOV 1948
LEGAL DEPARTMENT

Please see above

16/11/48

13468C

E&P. H. 00. No 38864/G3/48-12
17.11.48.

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(161)

LEGAL DEPARTMENT.

Seen in Legal. No remarks are called for in this Department.

Legal 013468C/48-1
29/11/48

29.11.48

E.P.H

80 NOV 1948

89459

From the Govt Pleader, Coimbatore, No 2277 - Dt 22.11.48.

The Suit stands posted to 3.12.48.

With reference to the notes on the previous page, a draft memo to the Govt. Pleader is subd. for approval

1.12.48

[Memo No. 38864-48-G-3-13 Edn 2.12.48]

From the Govt. Pleader, Coimbatore No. 2449 - Dt 25.12.48.

It is seen from the Govt. Pleader's letter on page 142 cf that the documents filed in the Coimbatore case are not helpful in elucidating the points raised by the Govt. Solicitor in his letter on pages 136-137 cf, as regards the publication & translation of the Poet's works - ~~The judgment in the Coimbatore case will soon be available~~. After a Certified Copy

Copy of ~~that~~ the judgment to be pronounced by the Dt Judge, Coimbatore is received & perused, the question may be considered whether the Collr. of Tinnevelly, in which district, the members of the Poet's family now live, may be asked to contact them & obtain such details as are available with them —.

The receipt of a copy of the judgment in the Coimbatore suit may be awaited till 30.1.49 — H.M. (Edn) may perhaps see now.

31.12.48

4-1-49

A report may be called for even now
M.V.S
8.1.49.

A draft memo to the Collr. of Tinnelveli is submitted for appl.

8.1.49

10/1/49

Box

(Memo No. 38864-93-48-14 Edn. Dt 10.1.49.)

p143 cf

-12

38864/93/48

(162) 41

Education & Pub.Health Deptt.(G3)

Sub: Bharathi's Songs Copy Right - Acquisition of by Government.

***

The suit filed in the District Court, Coimbatore by Sri Meiyappa Chettiar has not yet been decided. With reference to the orders on page 32 nf. the Govt. Solicitor was requested to prepare drafts of the deeds for the acquisition of the copy right in respect of Bharathi's Works. He required certain particulars. A reference was made to the Govt.Pleader, Coimbatore, to find out whether these could be had from the documents filed in the Dt.Court, Coimbatore. He reported that they are not available. So a reference has been made to the Collector of Tinnevelly in the matter. His reply is awaited.

p62 cf

pages 128-130 cf
" 136-137 cf
" 140-141 cf

p142 cf

p143 cf

11-2-49

S 11/2/49

I would like to know the specific points

(Box)

P.T.O

42

on which information is required. The matter has been pending for a long time, and I would like to have the thing moved as soon as possible. If the specific points over which we require information for making the acquisition are put up definitely, then it will be easier. The matter may be gone into from that point of view and the points put up.

TSA
14.2.49

SECRETARY, EDN. AND R.H. DEPT.
14 FEB 1949
GOVERNMENT OF MADRAS

AS IV
p145 cf

SECRETARY, EDN. AND R.H. DEPT.
16 FEB 1949
GOVERNMENT OF MADRAS

12028
pages 163-167 cf

SECRETARY, EDN. AND R.H. DEPT.
14 MAR 1949
GOVERNMENT OF MADRAS

Secretary, E. & P.H. (163) 93 43

Please see herewith a letter from Chellam Bharathi wife of the Poet Bharathi. She has given the information that has been askedfor. The matter may be examined and put up.

TSA
16.2.49

Please see herewith the letters of Sri A.V. Meiyappa Chettiar and Sri C. Viswanatha Iyer. The necessary sale deed may be negotiated as soon as possible in consultation with Legal. As soon as that is done, the matter may be put up for consideration of the other matter.

TSA
12.3.49

May be sent to Legal Legal.

Bharathi's wife

Hte / daughter are claiming to have this a copyright in certain songs (M at p.151 cf.)

Sec. Legal.

LEGAL DEPARTMENT.

A tentative draft of the deed of transfer to be executed by Sri C.Viswanatha Iyer is placed below. Paragraph 3 on p.3 of the draft provides for the Government taking over all the copies of the books that may remain unsold after the expiry of the period stated therein at such price as may be agreed upon between the transferor and the transferee. E. & P.H. may consider whether provision should not be made for the case where no such agreement is reached. It is desirable that the Government Solicitor scrutinises the draft before it is finalised. He may be requested to do so very quickly

The documents furnished by Sri Viswanatha Iyer have been kept in the file. He has to produce the originals or certified copies of (i) the deed of assignment dated 15-6-1931 and (ii) the deed* of assignment of the broadcasting etc. rights to Jeshinglal Mehta.

PTO

SECRETARY TO GOVERNMENT 14 MAR 1949 LEGAL DEPARTMENT

3042

M

The preparn. of documents like these is his function. HVR 15/3

* Placed in a cover at (K) List of documents at (J)

* Only an unsigned copy of this has since been furnished by him

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(164)

Sri A.V.Meiyappa Chettiar has not yet produced the originals of the documents with him ; nor has he produced any document to the effect that the suit in regard to the broadcasting and other sound producing rights has been settled out of court. A draft of the deed to be executed by him has not therefore been prepared. He may be reminded to produce the documents in question

15/3/49

H.V.R. 15/3/49.

E&P.H. Dept.

(92)

SECRETARY TO GOVERNMENT 15 MAR 1949 20205

Changed into Spl. 15/3.

Legal no 3042/49-1 15/3/49.

Submitted-

2. A draft letter to Sri Meiyappa Chettiyar is submitted for approval.

2. Legal suggest that the draft of the deed prepared by them & kept below relating to the transfer of rights by Mr Viswanatha Iyer may be sent to the Govt. Solicitor for scrutiny, as the preparation of such documents is his function. Legal evidently propose to prepare a similar draft in respect of the transfer of the rights of broadcasting etc of Mr. Meiyappa Chettiyar. It will apparently be desirable to ask the Govt. Solicitor to scrutinize both the drafts together, after both are ready — This is for orders

Not necessary; each law be dealt with as it is ready.

3. The Govt. Pleader, Coimbatore will also be asked to submit a report, officially as to the result of the suit.

15.349

15/3/49

S

Re: 'M' at p.44

Ante, I consider it is desirable to at time

[Letter from Sri Viswanatha Ayyar D. 16.3.49.]

LEGAL DEPARTMENT.

A revised draft of the agreement is placed below.

Paragraph 3 of the draft agreement makes a slight departure from the suggestion of the E.& P.H. Secretary at K above. If, as suggested therein, the price of the unsold copies is to be determined by a Dt. Judge in service, his nomination for the purpose will have to be made with the consent of the High Court. To avoid this, provision has been made to the effect that the price may be determined by a retired High Court or Dt. Judge.

The draft deed provides for two matters, namely, a transfer for consideration and a gift. According to section 29(c) of the Stamp Act,

in the absence of an agreement to the contrary, the stamp duty on a conveyance has to be borne by the grantee, namely, the Government, in this case. By virtue of proviso (1) to section 3 of that Act, in respect of an instrument executed by or in favour of the Crown, no stamp duty is payable and consequently the draft deed in so far as it relates to the transfer for consideration need not be stamped. "Conveyance" as defined in section 2 (10) of that Act will not, however, include the items specified in Schedule I or I-A to the Act and as 'gift' is an item in both the Schedules, it will not fall within the scope of the expression "conveyance". Section 29 will not therefore apply to the draft deed in so far as it relates to the gift. There is thus no provision in the Act as to who should bear the stamp duty in respect of an instrument of gift - the donor or the donee. In the absence of an agreement between the parties, the liability would appear to be that of the donor - See the commentary at p. 413 of Chitaley's Stamp Act. It may be pointed out that even if Government - the donee in this case - agreed to pay the stamp duty, proviso (1) to section 3 of the Stamp Act will not apply, and the instrument cannot be exempted from stamp duty. There is the further point that it will be very difficult to put a valuation on the manuscripts for the purpose of ascertaining the stamp duty payable in respect thereof. The best course in the circumstances is for Government to exempt the deed in this case from stamp duty by an order under section 9 of the Stamp Act. Secy, E.& P.H. agrees that this will be the best course

21/3/49 & M.M. 22/3/49.

E.& P.H. Dept.

[The documents furnished by Sri Viswanatha Iyer as in the list at (J) are placed in a cover flagged (K).]

Legal no. 3062/48-2

22 MAR 1949

Please see paragraph 1 of the Legal Dept. note in p. 44 ante - A draft memo asking the Govt. Solicitor to scrutinize the draft deed at (R) is submitted for approval.

2. When a reference was made to the Govt. Solicitor in connection with Sri A.V. Meiyappa Chettiyar's offer, the Gov

Govt. Solicitor raised certain points. A report has been received from the Collr. of Tinnelveli with respect to these points. These points will be noted upon later & no mention is made in the present draft to the Govt. Socitor of the previous correspondence or of these points already raised by him. The draft deed in respect of Mr Viswanatha Iyer's gift may be ~~asked to be~~ got scrutinized irrespective of an answer to those points. After issue, the file will be subd. again with a note.

3. A draft memo to the Govt. Pleader Coimbatore in regard to the stage of the suit in the Dt. Court is also submitted for approval.

pages 136-137 cf

pages 151 et seqq.

[illegible]

Pl. [illegible] the legal [illegible] the documents also [illegible] to be sent to the Solicitor for reference.

Ascertained from Legal. They say that the documents may be sent to the Govt. Solicitor.

23.3.49. 23/3/49

S

Memo No. 38864-92-48-16-Edn. D/ 23.3.49.

p181 cf 23/3/49

Memo No. 38864-92-48-17 Edn. D/ 23.3.49.

p182 cf

Letter No. 38864-92-48-18 Edn. D/ 24.3.49.

p183-184 cf

From Sri C. Viswanathan, Letter D/ 22.3.49

pages 185-188 cf

Mr Viswanatha Iyer's letters on pages ~~179~~ 185 to 184 cf may be perused. The final draft of the

the transfer deed may be sent to Mr Viswanatha Iyer as requested by him, on its return from the Govt. Solicitor.

p186 cf

In his letter to HM on pages ~~179~~ 182 to 184 cf, Mr Viswanatha Iyer has made certain requests regarding the present stock of publication now with him and also regarding the ~~future~~ publication by Govt., of the poet's works, in future.

x of the poet's works

HM (Edn) may see the letters on pages ~~179~~ 182 - 184 cf, in the first instance.

25.3.49. 25/3/49

S

A. In actual fact we may not be able to start publication for about six months - but we cannot give an undertaking to that effect as that would be against the declared object of our purchase of the rights.

p187 cf

B. We may take this into consideration when starting a publication scheme - but we cannot give an undertaking about this, either.

C. We are not committed to any particular price, or method of calculating the price - & so this need not be taken into account in the present connection.

D. The Dt. may be consulted about this.

E & F. may be considered when the occasion arises.

BOX

26/3

570

FB

Orders on the previous page—
It is presumed that the D.P.I. may be consulted regarding the request at D on p 184 4 after the Govt. Solicitor's Reply is received—

The Govt. Solicitor's reply, the Receipt of Mr Meiyappa Chettiyar's documents for the Reply of the Govt. Pleader Coimbatore may then be awaited till 5.4.49.

WS 26.3.49.

In the meantime Finance may see the orders in circulation on page 167 cf. The amount is payable next month. The 'New Service' procedure will be followed.

S/ 28/3/49 Jt:

Finance (Exp.B) Department.

(Previous Finance note on p.20 above).

The proposal in this file relates to the acquisition of the copy right in respect of Bharathi's works by Govt. on payment of full compensation. It has been ordered in circulation that the wife and two daughters of the late poet may be given a sum of Rs 15,000/- as compensation - see p.167 c.f. E & P.H. propose to follow the 'New Service' procedure before the payment is sanctioned—Cf. Finance note in para 2 on p.20 above. The case may be returned to E & P.H. after perusal. (The suggestion of the Secretary at M on p.20 above has not been accepted in circulation - see FN. notes and orders on pp.21-22 above).

NWS 31.3.49

The total expenditure is Rs 30000. (Rs 15000 for Sri C. Viswanatha Ayyar & another Rs 15000 for the family of the late poet.)

Dpma (Leader cover) 28/3

E&P.H. 00. No 38864/52/48-19 28/3/49

ADDITIONAL DEPUTY SECRETARY Central 28 MAR 1949 FINANCE DEPARTMENT

20932 Rs

A above.

Cch 31.3.49

25551

P.167 cf

Finance 20932 Rs 31.3.49

A/S 3.4.49

167

51

E&P.H(52)

p 191 y

p 192 y

p 192 y

(Memo No. 38864-52-48-20. Edn. Dt 1.4.49.)

From the Govt. Pleader Coimbatore No. 457/49. Dt 28.3.49

The suit in the Dt. Court Coimbatore is still pending. The Govt. Pleader has reported that the parties have not yet moved the Court for settlement. Mr Meiyappa Chettiyar's letter on p 188/189 may also be perused—

The Govt. Solicitor has returned the draft deed in respect of Mr Viswanatha Iyer's transfer of Rights, after scanning. It is for orders whether the final draft should be sent to him for his approval before signature. It will perhaps suffice if he is told that the final draft is ready & he may come over to Madras for signing the document.

Please see item 2/4 Meiyappa Chettiyar's letter on p 188 cf. The original documents are in the Court. The Certified Copies referred to Mr Chettiyar are those on pages 112 to 123 cf.

Legal may see the file now.

WS 1.4.49

M 1-4-49

S/2/4/49 Legal

A

ASSISTANT SECRETARY 4114C 2 APR 1949 LEGAL DEPARTMENT

E&P.H. 00. No. 38864/52/48-21 2/4/49

Dpma (Leader cover)

LEGAL DEPARTMENT.

The alterations indicated by the Government Solicitor in the draft agreement at flag (R) may be made. It is observed from the agreements relating to the assignment of the rights of reproduction by gramaphone, broadcasting and othersound producing devices, that the assignment is subject to the payment of royalty to the Bharathi Prachuralayam - please see K on p.119 c.f. and M on p.123 c.f. The draft to be executed by Sri Viswanatha Iyer should make it clear that the right to receive this royalty is also transferred to the Government. The draft at (R) has therefore been amplified accordingly.- please see portions marked A and B.

K.M. 5/4/49.

A on p.51 ante: It is ~~desirable~~ necessary to send the final draft to Sri C. Viswanatha Iyer for his approval. It is not necessary that Sri C. Viswanatha Iyer should come over to Madras for executing the deed. It may be executed by him at Manamadura, in the presence of reliable witnesses, e.g., the Tahsildar and any other responsible officer of the Revenue Department.

But he will have to come here for handing over the manuscripts to the Curator of the Museum. K.M. 5/4/49

It is presumed that E.& P.H. will take the necessary action to exempt the deed from stamp duty - see this Dept.'s note at M on p.47 ante.

K.M. 5/4/49

5/4/49 K.M. 5/4/49.

E & P.H. Dept.

Legal ~~No. 4114 c~~ /49-1

E & P.H. (Gz)

5/4/49

07 APR 1949

26574

Z above & A on p 51 ante Sri Viswanatha Iyer may perhaps be consulted whether he would sign the deed at Madras or in his own place. The draft letter below is for approval.

2. After issue Rev, may see the

53

168

The case with reference to the Legal Dept.'s suggestion at M on p. 47 ante - exemption of the deeds to be executed in this case, from the usual stamp duty. On return of the file from Rev. orders will be taken in circn. on this point.

6.4.49.

6-4-49

6/4/49 Rev

R.D.

Draw (Sealed cover)

E & P.H. Co. No 38864/92/48-23

7/4/49

7 APR 49

21389 K 3

8/4/49

To A.S.

This file has been sent to this Dept with refce to para 2 of the E & P.H Dept note above.

2. The Legal Dept note at pp 46-47 ante may be perused. With refce to 'M' on p 47 ante, E & P.H Dept may be requested to take orders in circulation including H.M (Fin) and H.M (~~Ind~~ L.R.). If it is decided in circulation that the document at (R) should be exempted from stamp duty, they may be requested to send relevant extracts from this file for separate action for issuing a notification under Section 9 (a) of the Indian Stamp Act.

3. The file may be returned to E & P.H.

9 APR 1949

28065

Rev. Co. No. 21389 K/49-1

9/4/49

18/4/49

9.4.49

9.4.49

E & P.H

Gz

Government may agree to exempt from stamp duty the deeds for transfer of the copyrights of Bharathi songs.

C.38864/G2/48

14/4/49

H.M.(Law) HM 18/4

H.M.(Edn) 18/4

H.M.(L.R.) 19/4

H.M.(Fin)

20 APR 1949
EDUCATION AND PUBLIC HEALTH DEPARTMENT

Copies of Rev. note on p-53, & the notes from pages 54-56 above

Extracts of the notes and orders above may be sent to Revenue for the issue of orders regarding the remission of the stamp duty in respect of the two documents to be executed.

After despatch of these extracts, the file will be resubmitted with a note on the points raised by Mr Viswanatha Iyer in his letter on pages 207-211 cf.

(x) despatched to Rev. [illegible]

20.4.49

20/4/49

20/4

Rev.

Ans to Rev. 20/4

E.&P.H. 00.NO 38864/G2/48-25 20/4/49

Extracts of relevant notes have been despatched to Revenue for further action regarding exemption of the documents from stamp duty.

2. Please see Mr Viswanatha Iyer's letter on pages 207-211 cf offering

(170) 57

offering suggestions in respect of the draft of the deed at (R).

A on p 207 cf.

The first of these suggestions for the amendment of the proviso on p 3 of the draft ~~[illegible]~~ so as to include the words "if so desired by the Transferor" seems to be unobjectionable.

M1

Item II on p 207 cf.

The second suggestion relates to the gift part of the transaction. Mr Viswanatha Iyer says that the gift of the manuscripts is a voluntary affair and has nothing to do with the transfer of his rights to the Govt. or the consideration for which he is parting with these rights. He suggests that only what is relevant to the assignment of the copyright ~~[illegible]~~ may be included in the deed. The question whether the document should contain references to the gift of the manuscripts as in the draft at (R) may be decided in the light of the discussions which Secy Legal & others apparently had with Mr Viswanatha Iyer on this subject. He will be right in his contentions if it was made clear in the talks that the payment of Rs 15000 to be made to him was only for the purchase of the copyright.

If it is decided to retain reference to the gift in the document, an amendment may be made in the draft, so as to

allo

allow Mr Viswanatha Iyer ~~time~~ sufficient time to Collect the manuscripts & send them to the Supt. of the Govt Museum. This seems to be necessary in view of the difficulties pointed out by him in his letter dated 20th April 1949.

2. The 3rd Reason given by him on p. 209 of ante loses force in view of the proposed exemption of the document from Stamp duty -

3 After the final draft is settled, it may be sent to the Collr. of Ramnad, who may be asked to arrange for its execution at Manamadura -

4. As regards the payment of Rs 15000, which has been agreed to by Govt and in circulating there seems to be no objection to Mr Viswanatha Iyer's suggestions being accepted as at * on pages 208 - 211 ante.

5. The ~~suit~~ suit pending in the Dt Court (O.S 1804 of 1948 between Rr. Meiyappa Chettiyar & Th. & Brothers & others) has been withdrawn - Further action can now be taken by Legal in respect of Mr Meiyappa Chettiyar's gift -

6. The file may now be sent to Legal - (Sri. may see it later with reference to para 4 above -) - Secy, Rev, who is aware of what transpired in the course of the personal discussions referred to above may also see -

21-4-49

21-4-49

S | 21/4 | Rev Sec

Legal

Rr. 'A' at p.57 ante, Mr Viswanatha is to be informed that the drawing up of the document in the form of a deed of gift of the manuscripts and the transaction of the same will be entrusted in the Legal Department.

'B' at p.58 ante seems to be the draft to be examined by Legal.

Rev. confdl.
24196 K/49-1
22/4/49.

57.05

ASSISTANT SECRETARY 5-5 22 APR 1949 LEGAL DEPARTMENT

LEGAL DEPARTMENT.

M on p.57 ante: This may be accepted.

2. B on p.58 ante: Clause 5 of the draft deed as originally drafted in this Department provided for the delivery of the manuscripts within two months from the execution of the deed, but was modified by the Government Solicitor so as to provide for their delivery to the Curator, Govt. Museum, before the execution of the deed. According to section 123 of the Transfer of Property Act, a gift of movable property may be effected either by a registered instrument signed by or on behalf of the donor and attested by at least two witnesses, or by delivery. As Sri Viswanatha Ayyar has asked for time to deliver the manuscripts, clause 5 may be as originally proposed by this Department and the deed got registered after it has been attested by two witnesses, as suggested above. The clause may run as follows.

"5. The Transferor further conveys as a gift to the Transferee such of the manuscripts of the literary works of the late C.Subramanya Bharathi as are in the possession of the Transferor in order that they may be preserved in a proper and fitting manner in the said Government museum and the Transferee hereby accepts the gift. The said manuscripts shall be delivered by the Transferor to the Superintendent of the said Government museum on behalf of the Government on or before the .*.*.*."

Mr. Viswanatha Ayyar may be informed that he will incur no financial obligation by reason of the addition of the above clause, as the Govt. have decided to exempt this document from

* to be filled by E&PH.

stamp duty.

3. C on p.58 ante: A draft deed of gift to be executed by Sri Meiyappa Chettiar is put up at (K). It may be examined by the Govt. Solicitor in the first instance and then sent to this Department, if need be, for final scrutiny.

28/4/49 K.R. 28/4/49.

Legal 8105-1 28-4-49

E.H.H. Dept

ASST. SECRETARY TO GOVERNMENT 32309 28 APR 1949 EDUCATION AND PUBLIC HEALTH DEPT.

Para 3 of the Legal Dept's note above - A draft memo to the Govt. Solicitor is submitted for approval - (Action on other points will be taken, after issue of this draft) -

29.4.49.

29/4/49

(Issued as Memo. 38864/G2/48-27 Edu d. 29.4.49.)

(C. No. 84015/49. From the Govt. Solicitor. No. 1848 d 2/5/49).

From the DM Coimbatore No L.Dis-250-m-49 dt 2.5.49.

The Govt. Solicitor wants all the papers sent to him in connection with the draft deed in respect of Mr Viswanatha Iyer's transaction - They may be sent to him (except letters dt 12.3.49 & 16.3.49 from Sri Viswanatha Iyer which may not be required now) The draft memo below is for approval.

5.5.49.

5/5/49

[Memo No. 38864-G2-48-28 Dt 5.5.49]

pages 227-228

61

172

From the Govt. Solicitor - Letter No 1903 - dated 8.5.49 -

From Sri C. Viswanathan BALT. Letter dated 12.5.49.

Legal may see the draft deed in respect of Mr Meiyappa Chettiyar, as altered by the Govt. Solicitor -

This may be taken up after the deed referred to in para 2 has been executed

12/5/49

2. With reference to Mr Viswanatha Iyer's letter of the 12th May, there will be no objection to the execution of the document in respect of his assignment at Madras, A copy of the draft as revised with reference of the notes on pages 56 to 59 ante is put up - The following slight alterations seem to be necessary in the draft :-

(i) Clause 1 on p-6 of (R)

The words "not later than the 15th day of April 1949" may be omitted

(ii) In the same clause, in the sixth line, the need for the words "to and" is not clear They appear to have been inserted by the Govt. Solicitor & may be omitted if Legal have no objection -

(iii) Clause 5 on page 7 of (R)

Mr

62

Mr Viswanatha Iyer has stated that he will hand over the manuscripts of the Poet's works to Govt. on or before the 31st May 1949. The 2nd sentence of Clause 5 requires the Transferor to deliver the manuscripts to the Supt., Govt. Museum. In view of his letter of 12.5.49 it will suffice if Mr Viswanatha Iyer sends the MSS to Govt. as proposed by him - The Govt. may transfer them to the S.G.M for being kept in the Museum - The 2nd sentence of this Clause may be modified, as indicated in pencil on p-7 of (R).

3. Orders have already been passed in Circulation for the payment of Rs 15,000 to Sri C. Viswanatha Iyer - Finance have also seen the case - Vide note on p-50 ante - A draft order authorizing the A.G. to make the payment is put up for approval -

4. As regards the purchase of National Savings Certificates for Rs 10,000 (para 7 on p 209 cf) it is understood that Mr Viswanatha Iyer has to make his own arrangements for their purchase -

5. A draft reply to Sri Viswanatha Iyer with reference to the points

Raised

p 230 cf

as if now stand R/7

p 230 cf

12/5/49

p 167 cf

63

173

Raised in his letter of 11.4.49 is also submitted for approval -

In view of the urgency regarding the execution of Mr Viswanatha Iyer's Assignment Deed, Legal may be asked kindly to offer remarks on para 2 above first, so that the final copy may be made ready for execution immediately -

page 207-211 cf

p 230 cf

12/5

12.5.49

12/5/49

Legal

Exp. H.00. No 38864/92/48-29

13/5/49

6023.

ASSISTANT SECRETARY 13 MAY 1949 LEGAL DEPARTMENT

Legal Department

Paragraph 2 (i) on page 61 ante. There is no objection to omitting the words "not later than the 15th day of April 1949" in paragraph 1 at page 6 of flag (R).

Paragraph 2 (ii) on page 61 ante. The words "to and" apparently go with the words "copy-right and other proprietary rights" occurring earlier - compare the wording "copy-right and other proprietary rights to and in the literary works and books" in the last paragraph of the preamble. Instead of omitting the words "to and", the words "vested in the Transferor on the said date" may be placed before the words "whether by virtue of" as indicated in pencil at A on page 6 of flag (R).

M p 67 (R)

Paragraph 2 (iii) on pages 61-62 ante. There is no objection to providing for the delivery of the manuscripts to the Government. The words "to the Government" may however be inserted after the words "delivered by the Transferor" as indicated in pencil in paragraph 5 on page 7 of flag (R).

The slight drafting change indicated in pencil in paragraph 4 on page 7 of flag (R) may also be made.

E. & P.H. will no doubt satisfy themselves that the entries in the Schedule are correct.

36685

13/5/49 E.H.P. (G2)

Legal no. 6023/49-1
13.5.49

The Legal Dept. note above may be perused - The final copy to be signed by Mr Viswanatha Iyer & J.S may now be made, after carrying out the alterations suggested by Legal -

We three drafts below may be issued.

13.5.49, 13/5/49 JS 13/5

Letter No. 38864-G2-48-31 Edn. Dt 13/5/49
Memo No. 38864-G2-48-30. Edn. Dt 13/5/49
Govt No. 1534 Edn. Dt 13.5.49.

(Kept below 232-268 & 2 Sep. file)

The deed in respect of Sri Viswanatha Iyer's transfer of Rights has been signed by the parties & registered - Orders have also issued authorizing the A.G. to ~~take~~ pay Rs 15000 to him.

Action is now required in regard to Sri Meiyappa Chettiyar's gift of the right to reproduce Bharathi's songs by gramaphone and other sound producing devices. The draft deed of gift in this regard, as modified by the Govt. Solicitor

(K)

Solicitor is at (K) below. Legal may see the alterations made by the Govt. Solicitor in the draft. On return of the file from Legal the draft will be sent to Mr Meiyappa Chettiyar for his approval -

16/5/49 JS 16/5/Legal

4.5.48

G.H.P.H. Ud. No. 38864/G2/49-32

16/5/49

6170

ASSISTANT SECRETARY 16 MAY 1949 4.35 P.M. LEGAL DEPARTMENT

Legal Department

B on page 1 of the draft at (K). It is not clear why the Government Soliciter has altered the word "called" into "referred to" while he has allowed the word "called" at A on page 1 of the draft and at M on page 1 of the deed at (R). The word "called" may therefore stand.

C on page 2 of the draft at (K). The words "the day, month and year first above written" should be omitted if the deed cannot be executed by both the parties on the same date.

The alterations indicated by the Government Solicitor are otherwise in order.

17/5/49 (G2)

Legal u.o. 6170/49-1
17/5/49

ASST. SECRETARY TO GOVERNMENT 17 MAY 1949 37873 EDUCATION AND PUBLIC HEALTH

The Legal Dept's suggestions in their note above are all right & may be accepted.

The draft deed as altered (a copy yet) may be sent to Sri Meiy

[Issued as Memo. No. 38864-92/48-35 Edn. dt 29-6-49]
(From the Sub-Registrar, Mylapore, dated 1-7-49)

p 248 cf

Please see the Sub Registrar's letter on p. 248 cf. The document relating to Sri Viswanatha Iyer's transaction was returned by the Dt Registrar by post & similarly the Sub Registrar might have sent the document relating Sri Meiyappa Chettiyar's Gift. However, the Superintendent of the Section may be permitted to go to the Sub Registrar's Office to take delivery of the document as required by the Sub Registrar.

On receipt of the document, the file will be submitted again for further action

4.7.49.

5-7-49

x x x

p 167 cf

In accordance with the orders of Govt., the agreement with Sri C. Viswanatha Iyer of Bharathi Prachuralayam for the transfer of his rights in the Poet Bharathi's works and the deed in respect of Sri A.V. Meiyappa Chettiyar's gift of his rights in the Poet's songs. have been executed and the registered documents in original are kept below. The Accountant-General has been authorized to pay Sri Viswantha Iyer a sum of Rs. 15,000/-. Besides this, the Poet's wife and daughter have been given Rs. 5,000/- each and a written undertaking has been taken from them that they convey to Govt. their rights, if any, in the Poet's works.

2. By virtue of these transactions the Govt. have now become the owners of the entire copyright in Bharathi's works,

(W) + (X)

(S) — 90 1534 Edn 13.5.49.

(V) 90 963 Edn 4.4.49

(a summary note rather grants is being sent)

(PTO

(176)

pages 187-188 cf

songs and compositions. Sri Viswanatha Iyer has made certain suggestions e.g., regarding the publication of the Poet's works by the Govt. themselves etc., circularising educational institutions, libraries etc. re. the use of the present publications of Bharathi's works. Relevant extracts will be taken from the file for further action separately on these and other suggestions. The original documents may be sent to the ~~GCB~~ for safe custody.

15-7-49

3. Now that the rights in these works belong to Govt., there is likely to be a demand for permission for the use of the works for text books, for gramophone recording etc. It may be therefore necessary to acquaint the general public with the fact of the Govt's possession of these rights and it may be made known that use may be made of the Poet's works etc. for such purposes with the permission of Govt.

This will be in addition to the statement made by the previous HM on the floor of the Assembly on 12-3-49 (pages 159-160 cf)

15-7-49

4. Sri Viswantha Iyer has made a gift of the Poet's ~~works~~ manuscripts of his works and Sri Meiyappa Chettiyar's gift of his rights is absolute. It is for consideration whether the Govt. may record their appreciation of the generosity which prompted the gifts

May be done

5. Subject to orders, a draft order is subd. for approval. A draft memo. to S.G.M. conveying the MSS of the Poet's works, for custody and exhibition in the Museum is also subd. for approval.

6. A copy of the order, if approved may be sent to the Director of Infn. & Publicity who may be asked to release it to the Press. P.W.(I.& P.) may see re. this, before circulation

7. Legal may also see the draft with reference to para 3 of it.

Approved 15/7

14.7.49.

15-7-49

S 15/7 PW(I&P) Legal

E.&P.H.W.G. No. 38864/92/48-36 dt 15-7-49.

P.W.(I&P)

Seen in I&P

16.7

Legal

ASSISTANT SECRETARY 9099 18 JUL 1949 LEGAL DEPARTMENT

JP 40.3854/49-1

16.7.49.

LEGAL DEPARTMENT.

seen in Legal. The slight alterations indicated in blue pencil at the end of paragraph 3 of the order in draft I may be made.

25.7.49

E & PH (G2)

Legal W.O. 9099/49
25/7/49

The notes from XXX on page 68 ante may be perused.

It is for orders whether the draft order and the draft memo below may now issue.

57157

May issue.

26.7.49.

27-7-49

H.M (E & L)

307

(Issued as G.O. Ms. No. 2467, Edn. dated 2-8-49. — p.251 c.f.
and Memo. No. 38864-92/48-37 Edn. dated 2-8-49.) — p.255 c.f.

ASST. SECRETARY TO GOVERNMENT
26 JUL 1949
SECRETARY, TRIB. AND P.H. DEPT.
1 AUG 1949
GOVERNMENT OF MADRAS

subject to the payment to the said Bharathi Prachuralayam of a royalty at the rate of one anna per record sold

177

Sec K p119c6

Revised draft

(128) 71

THIS DEED OF TRANSFER made this.....day of.....

BETWEEN C.VISWANATHA IYER, son of Chinnaswami Iyer, and Proprietor of the BHARATHI PRACHURALAYAM, No.567, Triplicane High Road, Triplicane, Madras (hereinafter called "the Transferor" which expression shall, where the context so requires, include his heirs, executors, administrators legal representatives and assigns) of the first part AND HIS EXCELLENCY THE GOVERNOR OF MADRAS (hereinafter called "the Transferee") of the other part;

WHEREAS by a deed of assignment dated the 15th day of June 1931 made between (1) Chellam Bharathi, widow of the late C.Subramanya Bharathi, daughter of the late C.Subramanya Bharathi and (2) Thangammal, wife of Sthanoo Iyer and (3) Sakuntala, daughter of the late C.Subramanya Bharathi and wife of K.Natarajan, of the one part and (1) Pandit Harihara Sarma, (2) C.Viswanatha Iyer and (3) K.Natarajan, of the other part, the entire copyright and other proprietary rights of the late C.Subramanya Bharathi in the literary works and books mentioned in Schedule I hereto (and more fully described in Schedule II hereto) were absolutely conveyed and assigned to the said Pandit Harihara Sarma, C.Viswanatha Iyer and K.Natarajan who were carrying on business in partnership under the name of BHARATHI PRACHURALAYAM at No.567, Triplicane High Road, Triplicane, Madras;

Document (1) in the cover as (K)

AND WHEREAS by a deed dated the 4th day of August 1934, the said Pandit Harihara Sarma, C.Viswanatha Iyer and K.Natarajan, partners of the said BHARATHI PRACHURALAYAM assigned to K.Jeshinglal Mehta the rights of reproduction by gramophone, broadcasting and other sound producing devices of the songs, works and compositions of the late C.Subramanya Bharathi; ← see slip

Document (3) in the cover as (K)

AND WHEREAS by a deed of dissolution dated the 1st day of January 1938 made between the said Pandit Harihara Sarma, C.Viswanatha Iyer and K.Natarajan, the said K.Natarajan retired from the said partnership AND WHEREAS the said Pandit Harihara Sarma and C.Viswanatha Iyer continued thereafter to carry on the said partnership business;

Document (4) in the cover as (K)

AND WHEREAS by a deed of dissolution dated the 31st day of July 1941 made between the said Pandit Harihara Sarma and C. Viswanatha Iyer, the said Pandit Harihara Sarma retired from the

Document (5) Ad

said partnership and the entire copyright and other proprietary rights in the literary works and books mentioned in the said Schedule I (except the rights of reproduction by gramophone, broadcasting and other sound producing devices aforesaid) vested in the said C.Viswanatha Iyer as the sole proprietor of the said BHARATHI PRACHURALAYAM;

AND WHEREAS the said C.Viswanatha Iyer the Transferor has agreed to convey to the Government of Madras (hereinafter ~~called~~ referred to as "the Government") all his copyright and other proprietary rights to and in the literary works and books of the late C.Subramanya Bharathi (except the rights of reproduction by gramophone, broadcasting and other sound producing devices aforesaid) for a consideration of Rs.15,000/- (Rupees fifteen thousand only) and to convey as a gift to the Government such of the manuscripts of the literary works of the late C.Subramanya Bharathi as are in the possession of the Transferor in order that they may be preserved in a proper and fitting manner in the Government museum at Madras:

NOW, THIS DEED WITNESSES as follows:--

1. In consideration of the sum of Rs.15,000/- (Rupees fifteen thousand only) agreed to be paid by the Government to the Transferor not later than the 15th day of April 1949, the Transferor hereby transfers to the [illegible] from the 12th day of [illegible] proprietary rights ve[illegible] in the literary works [illegible] whether by virtue of t[illegible] whatsoever, except th[illegible] broadcasting and othe[illegible] which they have been [illegible] these presents ha[illegible] deeds of assignm[illegible]

2. The Transferor also transfers to the Transferee with effect on and from the 12th day of March 1949 the right to the royalty payable in respect of reproduction by gramophone, broadcasting and other sound producing devices aforesaid, by the said Jeshinglal Mehta or his heirs, executors, administrators, legal representatives and assigns as provided for in the deed of assignment dated the 4th August 1934.

3. The Transferor shall have the right for a period of one year from the 12th day of March 1949 to sell and realize the proceeds of all the printed and published copies of the

said literary works and books which the Transferor had in stock on said date and which have been ordered to be printed by him before that date and are in an unfinished and incomplete stage, particulars of which are specified in Schedule III hereto.

4. The Transferee hereby agrees to take over from the Transferor all the copies of the works and books specified in the said Schdule III which may remain unsold at the expiry of the period of one year referred to in paragraph 2, at such price as may be agreed upon between the Transferor and the Transferee and in the event of no agreement being reached regarding the price between the parties, at such price as may be determined by a retired High Court/District Judge selected for this purpose by the Government: ~~in this behalf:~~

Provided that the Transferee may, in lieu of taking over the copies of the said works and books as aforesaid, extend the period of one year aforesaid by such further period as may be agreed upon between the Transferor and Transferee; and in the event of such extension the provisions of this clause shall apply as soon as may be immediately after the expiry of the extended period.

5. The Transferor further conveys as a gift to the Transferee such of the manuscripts of the literary works of the late C.Subramanya Bharathi as were in the possession of the Transferor in order that they may be preserved in a proper and fitting manner in the said Government museum and the Transferee has upon such delivery accepted the gift. ~~The said manuscripts shall be delivered by the Transferor to the Government within a period of two months from the date of this agreement.~~

6. Subject to the ~~right~~ licence reserved in paragraph 3 above the Transferor shall cease to have any right, proprietary or otherwise, in any of the said literary works and books and the Transferee shall be entitled as owner of all the rights therein respectively to deal with the copyright and other proprietary rights hereby transferred in any manner he chooses as sole absolute owner.

7. And the Transferor hereby obliges and binds himself whenever necessary or required by the Transferee, at the cost of the Government, to give all such further evidence and produce

SCHEDULE I

(Here Enter the Schedule to the deed of assignment dated 15-6-1931)

SCHEDULE II.

(Here Enter p.175 c.f.)

SCHEDULE III.

(Here Enter pp. 177-179 c.f.)

IN WITNESS WHEREOF C. Viswanatha Iyer the party of the first part and. . . . . .

acting for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

Signed by the above-named. . . . . .
in the presence of

Signed by the above-named. . . . . .
in the presence of

22/3/49

Approved
Asst. Draftsman
Government Solicitor
29-3-49

Revised

75 (180)

THIS DEED OF TRANSFER made this. . . . . .day of. . . . . .BETWEEN C. VISWANATHA IYER, son of Chinnaswami Iyer, and Proprietor of the BHARATHI PRACHURALAYAM, No. 567, Triplicane High Road, Triplicane, Madras (hereinafter called "The Transferor" which expression shall, where the context so requires, include his heirs, executors, administrators, legal representatives and assigns) of the first part AND HIS EXCELLENCY THE GOVERNOR OF MADRAS (hereinafter called "the Transferee") of the other part;

WHEREAS by a deed of assignment dated the 15th day of June 1931 made between (1) Chellamma Bharathi, widow of the late C. Subramanya Bharathi, (2) Thangammal, daughter of the late C. Subramanya Bharathi and wife of Sthanoo Iyer and (3) Sakuntala, daughter of the late C. Subramanya Bharathi and wife of K. Natarajan, of the one part and (1) Pandit Harihara Sarma, (2) C. Viswanatha Iyer and (3) K. Natarajan, of the other part, the entire copyright and other proprietary rights of the late C. Subramanya Bharathi in the literary works and books mentioned in Schedule I hereto (and more fully described in Schedule II hereto) were absolutely conveyed and assigned to the said Pandit Harihara Sarma, C. Viswanatha Iyer and K. Natarajan who were carrying on business in partnership under the name of BHARATHI PRACHURALAYAM at No. 567, Triplicane High Road, Triplicane, Madras;

AND WHEREAS by a deed dated the 4th day of August 1934, the said Pandit Harihara Sarma, C. Viswanatha Iyer and K. Natarajan, partners of the said BHARATHI PRACHURALAYAM assigned to K. Jeshinglal Mehta the rights of reproduction by gramaphone, broadcasting and other sound producing devices of the songs, works and compositions of the late C. Subramanya Bharathi subject to the payment to the said Bharathi Prachuralayam of a royalty at the rat of one anna per record sold;

AND WHEREAS by a deed of dissolution dated the 1st day of January ~~2~~ 1938 made between the said Pandit Harihara Sarma, C. Viswanatha Iyer and K. Natarajan, the said K. Natarajan retired from the said partnership AND WHEREAS the said Pandit Harihara Sarma and C. Viswanatha Iyer continued thereafter to carry on the said partnership business;

AND WHEREAS by a deed of dissolution dated the 31st day of July 1941 made between the said Pandit Harihara Sarma and C. Viswanatha Iyer, the said Pandit Harihara Sarma retired from the said partnership and the entire copyright and other proprietary rights in the literary works and books mentioned in the said Schedule I (except the rights of reproduction by gramophone, broadcasting and other sound producing devices aforesaid) vested in the said C. Viswanatha Iyer as the sole proprietor of the said BHARATHI PRACHURALAYAM;

AND WHEREAS the said C. Viswanatha Iyer the Transferor has agreed to convey to the Government of Madras (hereinafter referred to as "the Government") all his copyright and other proprietary rights to and in the literary works and books of the late C. Subramanya Bharathi (except the rights of reproduction by gramophone, broadcasting and other sound producing devices aforesaid) for a consideration of Rs. 15,000/- (Rupees fifteen thousand only) and to convey as a gift to the Government such of the manuscripts of the literary works of the late C. Subramanya Bharathi as are in the possession of the Transferor in order that they may be preserved in a proper and fitting manner in the Government museum at Madras:

NOW, THIS DEED WITNESSES as follows:--

1. In consideration of the sum of Rs. 15,000/- (Rupees fifteen thousand only) agreed to be paid by the Government to the Transferor not later than the 15th day of April 1949, the Transferor hereby transfers to the Transferee with effect on and from the 12th day of March 1949 all the copyright and other proprietary rights vested in the Transferor on the said date to and in the literary works and books of the late C. Subramanya Bharathi, whether by virtue of the deeds aforesaid or in any other manner whatsoever, except the rights of reproduction by gramophone, broadcasting and other sound producing devices to the extent to which they have been parted with by the Transferor and on the execution of these presents has delivered to the Transferee all the abovementioned deeds of assignment, partnership and dissolution.

2. The Transferor also transfers to the Transferee with effect on and from the 12th day of March 1949 the right to the royalty

payable in respect of reproduction by gramophone, broadcasting and other sound producing devices aforesaid, by the said Jeshinglal Mehta or his heirs, executors, administrators, legal representatives and assigns as provided for in the deed of assignment dated the 4th August 1934.

3. The Transferor however reserves to himself licence for a period of one year from the 12th day of March 1949 to sell and realize the proceeds of all the printed and published copies of the said literary works and books which the Transferor had in stock on the said date as well as those which have been ordered to be printed by him before that date and are in an unfinished and incomplete stage, particulars of which are specified in Schedule III hereto.

4. The Transferee hereby agrees to take over from the Transferor all the copies of the works and books specified in the said Schedule III which may remain unsold at the expiry of the period of one year referred to in paragraph 3, at such price as may be agreed upon between the Transferor and the Transferee and in the event of no agreement being reached regarding the price between the parties, at such price as may be determined by a retired High Court or District Judge selected for this purpose by the Government:

Provided that the Transferee may, if so desired by the Transferor, in lieu of taking over the copies of the said works and books as aforesaid, extend the period of one year aforesaid by such further period as may be agreed upon between the Transferor and Transferee and in the event of such extension the provisions of this clause shall apply as soon as may be immediately after the expiry of the extended period.

5. The Transferor further conveys as a gift to the Transferee such of the manuscripts of the literary works of the late C. Subramanya Bharathi as are in the possession of the Transferor in order that they may be preserved in a proper and fitting manner in the said Government museum and the Transferee hereby accepts the gift. The said manuscripts shall be delivered by the Transferor to the Superintendent of the said Government museum on behalf of the Government on or before the 31st day of May, 1949.

6. Subject to the licence reserved in paragraph 3 above, th

Transferor shall cease to have any right, proprietary or otherwise, in any of the said literary works and books and the Transferee shall be entitled as owner of all the rights therein respectively to deal with the copyright and other proprietary rights hereby transferred in any manner he chooses as sole absolute owner.

7. And the Transferor hereby obliges and binds himself whenever necessary or required by the Transferee, at the cost of the Government, to give all such further evidence and produce all such further documents as he may have in his possession or power in the further proof or support of the rights title and interests hereinbefore conveyed and assigned:

SCHEDULE I.

1. Deseeya Geethangal
2. Sthothirapadalgal
3. Vedanta Padalgal
4. Vinayakar Nanmanimalai and Kannan Pattu
5. Puthia Athichudi, Pappa Pattu, Murasu and Bharati Arupatharu
6. Katchi
7. Kuyil
8. Panchali Sapatham
9. Bhagavad Gita - Tamil translation with introduction
10. Gnanaratham
11. Chithakkadal, Stray thoughts etc.
12. Patanjali Yoga Sutram and Poesy of the Veda rishis
13. Chandrigai
14. Navatantra Stories
15. Tharasu
16. Kathaikothu

(In Manuscripts)

1. Essays and other Miscellaneous works.

SCHEDULE II.

I. POETICAL WORKS:

1. Desiya Gitangal
2. Thottira Padalgal
3. Vedanta Padalgal
4. Vinayagar Nanmani Malai
5. Kannan Pattu
6. Puthiya Athichudi
7. Murasu, Pappappattu
8. Kuyil
9. Panchali Sapatham
10. Swacharithai yum Pira Padalgalum

II. PROSE WORKS:

11. Gnana Ratham
12. Patanjali Yogasutram
13. Vedarishikalin Kavithai
14. Gitai Munnurai
15. Chandrigaiyin Kathai
16. Navatanthira Kathaigal
17. Kathai Kothu
18. Tharasu, Stray Thoughts and Chittakkadal.

III. ESSAYS:

19. (1) Thattuvam

Governor of Madras have hereunto set their hands.

Signed by the above-named. . . . . .
in the presence of

Signed by the above-named. . . . . .
in the presence of

(2) Mathar
(3) Kalaigal
(4) Samuham

IV. TRANSLATION:

Bhagavat Gita (in Tamil)

V. ENGLISH WORKS:

1. Agni and other Poems & Translations
2. Essays and other Prose Fragments.

SCHEDULE III

STOCK ON HAND AS ON 12-3-1949.

Serial No.	Title.	No. of copies.	Each copy priced at Rs.	A.	P.
1.	Desiya Gitangal	1050	0	12	0
2.	Thottira Padalgal	1991	0	12	0
3.	Vedanta Padalgal	2418	0	5	0
4.	Vinayagar Nanmani Malai	1700	0	3	0
5.	Kannan Pattu	1487	0	6	0
6.	Puthiya Athichudi	5998	0	1	6
7.	Bharati Arupatharu	1665	0	2	6
8.	Kuyil (ordinary edition)	260	0	4	0
9.	Panchali Sapatham	695	0	14	0
10.	Swacharitaiyum Pira Padalgalum	1118	0	14	0
11.	Gnana Ratham	846	0	8	0
12.	Patanjali Yogasutram	1896	0	6	
13.	Vedarishi Kalin Kavithai	1828	0	6	0
14.	Githai Munnurai	1847	0	6	0
15.	Chandrikaiyin Kathai	1635	0	14	0
16.	Navathanthira Kathaigal	1403	0	10	0
17.	Kathaikothu	1829	1	0	0
18.	Tharasu, Stray Thoughts	1799	0	8	0
19.	Katturaikal: 4. Samuham	516	1	6	0
20.	Bhagavadgitha (wrapper)	528	1	4	0
21.	× Bharati Githa Thirattu	2658	0	4	0
22.	Bharathi Mani Malar	2193	0	14	0
23.	Pappa Pattu	1195	0	0	6
24.	Agni & Other Poems	389	1	0	0
25.	Essays & Other Prose Fragments	398	1	0	0
26.	English Works in One Volume	160	1	8	0
27.	Gnanarath (Hindi)	526	0	7	0
28.	Tharasu (do)	524	0	5	0
29.	~~Seshastams~~ Shashtams (do)	573	0	3	0

UNDER PRINT.

1.	Kavithaigal (Vol.)	1000	5	0	0
2.	Panchali Sapatham	2000	0	14	0
3.	Kuyil (Illustrated Edition)	4000	0	8	0
4.	Katturaigal	1000	5	0	0
5.	Swacharitaiyum Pirapadal-galum	2000	0	14	0
6.	Desiya Gitangal	2000	0	12	0
7.	Thattuvam	2000	1	4	0

IN WITNESS WHEREOF C. Viswanatha Iyer, the party of the fir.

and. . . . . .acting f

on behalf of and by the order and direction of His Excellency the

× - Bhagavad Gita (Bound) 62 1-8-0

(193) 87

LIST OF DOCUMENTS FURNISHED BY SRI C.VISWANATHA IYER.

Documents furnished on 12-3-1949.

---

1. Original of dissolution deed dated 1-1-1938.

2. Original of dissolution deed dated 31-7-1941.

Documents subsequently furnished.

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3. Original of assignment deed dated 15-6-1931.

4. Original of partnership deeddated 15-6-1931.

5. Unsigned copy of assignment deed dated 4-8-1934.

82

83

DRAFT PREPARED BY LEGAL DEPARTMENT: (since revised)

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THIS DEED OF TRANSFER made this.....day of.....BETWEEN C.VISWANATHA IYER, son of Chinnaswami Iyer, Hindu Brahmin, and Proprietor of the BHARATHI PRACHURALAYAM, No./567, Triplicane High Road, Triplicane, Madras (hereinafter called the Transferor which expression shall, where the context so requires, include his heirs, executors, legal representatives and assigns) of the first part AND HIS EXCELLENCY THE GOVERNOR OF MADRAS (hereinafter called the Transferee) of the other part.

WHEREAS by a deed of assignment dated the 15th day of June 1931 made between (1) Chellamma Bharathi, widow of the late C.Subramanya Bharathi, (2) Thangammal, wife of Sthanoo Iyer and (3) Sakuntala, wife of K.Natarajan of the one part AND (1) Pandit Harihara Sarma, (2) C.Viswanatha Iyer and (3) K.Natarajan, of the other part, the entire copyright and other proprietary rights of the late C.Subramanya Bharathi in the literary works and books mentioned in Schedule I hereto were absolutely conveyed and assigned to the said Pandit Harihara Sarma, C.Viswanatha Iyer and K.Natarajan who were carrying on business in partnership under the name of BHARATHI PRACHURALAYAM at No.567, Triplicane High Road, Triplicane, Madras;

AND WHEREAS by a deed dated the 4th day of August 1934..... the said Pandit Harihara Sarma, C.Viswanatha Iyer and K. Natarajan, partners of the said BHARATHI PRACHURALAYAM assigned to K.Jeshinglal Mehta the rights of reproduction by gramaphone, broadcasting and other sound producing devices of the songs, works and compositions of the late C.Subramanya Bharathi;

AND WHEREAS by a deed of dissolution dated the 1st day of January 1938 made between the said Pandit Harihara

Sarma, C.Viswanatha Iyer and K.Natarajan, the said K.Natarajan withdrew from the said partnership AND WHEREAS the said Pandit Harihara Sarma and C.Viswanatha Iyer continued thereafter to carry on the said partnership business;

AND WHEREAS by a deed of dissolution dated the 31st day of July 1941 made between the said Pandit Harihara Sarma, and C.Viswanatha Iyer, the said Pandit Harihara Sarma retired from the partnership business and the entire copyright and other proprietary rights in the literary works and books mentioned in the said Schedule I except the rights of reproduction by gramaphone, broadcasting and other sound producing devices vested in the said C.Viswanatha Iyer as the sole proprietor of the said BHARATHI PRACHURALAYAM;

AND WHEREAS the said C.Viswanatha Iyer the Transferor has agreed to convey to the Government of Madras (hereinafter called the Government) all his copyright and other proprietary rights in the literary works and books specified in the said Schedule I except the rights of reproduction by gramaphone, broadcasting and other sound producing devices for a consideration of Rs.15,000/- (Rupees fifteen thousand only) and to convey as a gift to the Government such of the manuscripts of the literary works of the late C.Subramanya Bharathi as are in the possession of the Transferor in order that they may be preserved in a proper and fitting manner in the Government Museum;

NOW, THIS DEED WITNESSES AEXX as follows:—

1. In consideration of the sum of Rs.15,000/- paid ~~agreed to be paid~~ by the Government to the Transferor

the Transferor hereby absolutely conveys and assigns to the Transferee ~~Government~~ the entire copyright and other proprietary rights except the rights of reproduction by gramaphone, broadcasting, and other sound producing devices in the literary works and books of the late C.Subramanya Bharathi mentioned in the said Schedule I.

2. The Transferor however retains the right for a period of one year from the date of this agreement or such further period as may be agreed upon between the Transferor and the Transferee, to sell/all the printed and published copies of the literary works and books specified in the said Schedule I which the Transferor has in stock on the said date, including such of those books as have been ordered to be printed by the Transferor's printers and as are in an unfinished and incomplete stage. A stock of all the said printed and published copies of books including those under print is specified in Schedule II.

3. The Government shall take over/all the copies from the Transferor of the books that may remain unsold on the date of the expiry of the one year or the further period referred to in paragraph 2, at such price as may be agreed upon between the Transferor and Transferee ~~having regard to the cost of production and the condition of the said books~~.

4. The Transferor further conveys as a gift to the Transferee, such of the manuscripts of the literary works of the late C.Subramanya Bharathi as are in the possession of the Transferor in order that they may be preserved in a proper and fitting manner in the Government Museum and the ~~Transferor~~ Transferee accepts the same. The said manuscripts shall be delivered by the Transferor to the Government within a period of two months from the date of this agreement.

5. Subject to the right mentioned in paragraph 2, the Transferor shall cease to have any right, proprietary or otherwise, in the said literary works and books and the Transferee ~~Transferor~~ shall be entitled as owner to deal with the copyright and other proprietary rights hereinbefore transferred in any manner he chooses.

IN WITNESS WHEREOF C.Viswanatha Iyer, the party of the first part and . . . . . acting for and on behalf of and by the order and diredtion of His Excellency the Governor of Madras have hereunto set their hands.

Signed by the above-named.....
in the presence of

Signed by the above-named.....
in the presence of

Schedule I
(To be filled.)

Schedule II
(To be filled)

15/3/49

E&P.4

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Registration Department.

From
Sri V.V. Ranganathan, B.A., B.L.,
Registrar of Assurances,
Madras-Chingleput, Madras.

To
The Secretary to Government,
Education & Public Health Dept
Fort St. George, Madras.

ASSISTANT TO GOVERNMENT
29 OCT 1949
EDUCATION AND PUBLIC HEALTH DEPT.

Numb No. ... dated 26.10.1949.

Sir,

Sub:- Bharathi's works - Acquisition of - Registration of document - payment of Registration fees.

Ref:- Government Memo No. 38864-G2.48.30 Edn. d.13.5.1949 - This office letters dated 14.5.1949 and 5.9.1949.

I invite your kind attention to this office letters cited above and request that a contingent bill for the registration fee payable may kindly be caused to be sent to me at a very early date.

For Registrar

Why is this pending?
29/10/49

Sub:
No paper on this subject is pending in this section
31/10/49

86

12/4/11

83932/92/49

Bharathi's works - Acquisition of - Registration of documents - payment of registration fees.

—

p/cf - From the Registrar of Assurances, Madras - Chingleput, letter ref. nil. dated 26.10.49.

—

Memo. No. 83932/92/49-1 Edn d. 1/11/49

The Registrar of Assurances, Madras - Chingleput is informed that his letter ~~Contingent bill for the registration fee on the above Subject forwarded with his letter cited above ref. nil dated 5.9.49 was received in this office Dept.~~ dated 5.9.49 was received in this Dept. unsigned, and was therefore returned in original with Endt. no. 67120/92/49-1 Edn. d. 9.9.49. So far it has not yet been received back. He is requested to

Sent in origl

P.T.O.

Forward the same duly signed.

1-11-49

31.10.49.

To

The Registrar of Assurances
Madras-Chingleput
Madras.

Registration Department.

From

Sri V.V. Ranganathan, B.A., B.L.,
Registrar of Assurances,
Madras-Chingleput, Madras.
Madras-1.

To

The Secretary to Government,
Education & Public Health
Department,
Fort St. George, Madras.

ASSISTANT SECRETARIAT TO GOVERNMENT
13 NOV 1949
EDUCATION AND PUBLIC HEALTH DEPTT.

No. ... dated 12-11-1949.

Sir,

Sub:- Bharathi's works - Acquisition of - Registration of document - Payment of Registration fees.

Ref:- Government Memo. No. 83932/G2/49-1 Education d. 1.11.49.

With reference to Government Memorandum cited above, I beg to report that this office letter dated 5.9.1949 was resubmitted after adding signature on 12.9.1949; however a copy of the above letter is submitted herewith.

For Registrar.

Copy of this office letter dated 2-9-1949.

Ref:- Government Memorandum No. 38864-G2-48-30 Education dated 13.5.1949 - Bharathi's works - Registration of a document.

In inviting your kind reference to my letter dated 14.5.1949, I request to bring to your notice that the contingent bill for Rs. 63-12-0 towards the fee payable for the registration of a sale deed executed by Sri Viswanatha Iyer in favour of Government and accepted for registration on 14.5.1949 has not yet been received. The same may kindly be caused to be sent to me at a very early date. The bill should be endorsed as payable to the Registration Department by transfer of credit to the credit of XI Registration as detailed hereunder.

XI (a) Fee for registering documents	...	Rs. 63--0--0
XI (c) Miscellaneous (2) Fees for return of documents by post	...	Re. 0-12--0
Total	...	Rs. 63-12--0.

(True copy)

For Registrar.

Ds.12.11

Edn P.H
Eg2

Bharathi works - Acquisition of - Registration of document - payment of registration fees - Contingent bill forwarded.

Memo. No. 38864/Eg2/48-30. Edn dt 135.49.
From the Registrar of Assurances, Madras - Chingleput
Letter No nil. dt 26.10.49 and No. nil dt 12.11.49

Memo. No. 83932/Eg2/49-2 Edn dt. 3/1/50
A Contingent bill for Rs 63.12.0 towards the fees for the Registration, Copying etc of the document referred to above, duly endorsed in favour of the Registration Dept is forwarded to the Registrar of Assurances, Madras - Chingleput.

To.
The Registrar of Assurances
Madras - Chingleput
Madras.
(with the Contingent Bill)

The Registrar is informed that a Contingent bill for Rs 63/12- was sent to him with Memo No. 37298-Eg2-49 dated 4th June 1949, in respect of the same

Ch 23.12.49.

same charges. It is presumed that it has been misled in ~~yrs~~ this office.

29.12.49

30/12/49

To

The Registrar of Assurances
Madras —
Chargeable
First Line
Beach
Madras
(with a Contingent bill for
By R.P. Rs 63-12-0
Cont Bill Ag.
DJI
Deputy Registrar
S.P.S.T.

190 95

T. & A. 31.

P

M.T.C. FORM No. 56.

[*See* S.R. 18 (*c*) under T.R. 16.]

DETAILED COUNTERSIGNED CONTINGENT BILL.

(*Countersigned before payment.*)

No.

Note.—This form should be used in the case of bills countersigned by the Controlling Officer before payment.

DISTRICT OF	DETAILED BILL OF CONTINGENT CHARGES OF FOR THE MONTH OF 194 . Head of Service—37-Y. Edn. Gen'l - Misc (A(1)-g- Other grants	Voucher No. of list of payments for the month of 194 .

Number of sub-vouchers.	Description of charge and number and date of authority for all charges requiring special sanction.	Amount. RS.	A.	P.	RS.	A.	P.
	Fee for the Registration of the deed of transfer in respect of the acquisition from Sri. C. Viswanatha Iyer of the Copyright in Poet Bharathi's works.						
					Total Rupees ..	63	12 0

S/C

(1) I CERTIFY that the expenditure charged in this bill could not, with due regard to the interests of the public service, be avoided. I certify that to the best of my knowledge and belief the payments entered in this bill have been duly made to the parties entitled to receive them with the exceptions noted below, which exceed the balance of the permanent advance, and will be paid on receipt of the money drawn on this bill. Vouchers for all sums above Rs. 25 in amount are attached to this bill have those noted below, which will be forwarded as soon as the amounts have been paid. I have, as far as possible, obtained vouchers for other sums, and am responsible that they have been so cancelled that they cannot be used again. All bills to be paid by book transfer are annexed.

(2) CERTIFIED that the acquittances of the several menials for whom pay has been drawn in the previous bills have been duly taken in the office acquittance register.

(3) CERTIFIED that the materials and stores billed for above have been brought on the respective inventories and that all materials and stores are being duly accounted for and verified in the manner laid down in Articles 133—145, Madras Financial Code.

(4) CERTIFIED further that the articles or materials billed for have been purchased on the tender system prescribed in Article 125, Madras Financial Code, and have been received in good order, that their quantities are correct and their quality good, that the rates paid are not in excess of the accepted and the market rates and that the suitable notes of payment have been recorded against the original indents and invoices concerned to prevent double payments.

P.T.O.

S/C 96

(5) CERTIFIED that—

(a) the expenditure on conveyance hire charged in this bill in terms of item 11 of Appendix 7 to the Madras Financial Code, was actually incurred, was unavoidable and is within the schedule scale of charges for the conveyance used, and

(b) the Government servant concerned is not entitled to draw travelling allowance under the ordinary rules for the journey, and he is not granted any compensatory leave and does not and will not otherwise receive any special remuneration for the performance of the duty which necessitated the journey.

Received contents—	*	*
Appropriation for the current year		
Expenditure including this bill		
Amount of bills to be paid by book transfer annexed		
Signature and designation of the Drawing Officer. Balance available ..		

* *Note.*—The progress of expenditure should be recorded under each sub-head of appropiation.

For use of Controlling Officer.

Passed for Rupees (in words)

I CERTIFY that in respect of every charge of more than Rs. 25 made in this bill, a receipt or other voucher has been given me, and is now in my possession. The receipts and vouchers for items in excess of Rs. 100 are attached to the bill with the exception of those above Rs. 100 noted above which will be sent after payment; and I am responsible that the receipts and vouchers for all other items of more than Rs. 25 are in proper form and order and that they have been so cancelled that they cannot be again used to support claims against the Government. All bills to be paid by book transfer are also appended. Please pay to the Registration Dept by transfer from 37-r-Edn Genl- Misc. A.(U-8- Other grants and Crediting it to XI Registration.

(Signature)

Dated ..... 194 . Controlling Officer.

S/C. (Designation)

Examined.

Pay Rs. (Rupees)

Accountant.

Officer-in-charge of the Treasury.

Treasury, dated the 194 .

Space for pre-audit enfacement in respect of bills submitted for pre-audit.

For use in Accountant-General's Office.

Head of service chargeable— | Admitted for Rs. Objected to Rs. Reason of objection

E. & A. M. *Auditor.* *Senior Accountant.*

Bharathi works ... document - ...

p 1 cf - From the Registrar of Assurances, No. nil d 26.10.49.

Please see the letter from the ... of Assurances on p.1 cf. The Contingent bill for the registration fee relating to the registration of documents, forwarded by the Registrar with his letter d 5/9/49 was found unsigned. Therefore it was returned in original in Endt. no. 67120/G2/49-1 Edn d. 9.9.49. But so far it has not yet been returned.

He may perhaps be requested to forward it duly signed.

The draft below is for approval.

Sent in orig. -

Sent in orig. -

1-11-49

Chd 31/10/49

31.10.49.

p 3 cf - Issued as memo. 83932/G2/49-1 Edn d 1.1... cc. 88638/49. From Rgr of Assurances, Let. nil d 12...

A Contingent bill towards payment of Registration fees for the deed of transfer in respect of acquisition of copyright in Poet Bharathi's works from Sri C. Viswanatha ... is submitted for approval.

In this connection, it is submitted that a similar bill for Rs 63.12.0 was ... sent to the Sr. Registrar of Assurances ... 37298/G2/49-2 Edn d 4.6.49. Pres... been mislaid.

The draft memo b... approval. The Contingent bi... signed by the A.S.

Attached with draft below

p 245-46/(B)

Chd 23/12/49 ... 4.9 ... 30/12

(dd 3-1-50)

... further action
necessary. The papers may now
filed with ego - 24.7 Edn d 2.8.49 at (B)

20-1-50

20.1.50

20/1/50

Education (F)Deptt.

Edn vo. No. 32948/F/50 Edn d 2/11/50

Copy right - Poet Bharathi's Works -Documents relating to transfer of rights to Government.

The following documents may be sent U.O. to the Curator, Madras Record Office for safe custody, in continuation of the documents relating to the transfer by Sri C.Viswanatha Iyer and Sri A.V. Meiyappa Chettiyar, of their rights in Bharathi's songs (G.O.No.2467 Education dated 2-8-49). The Curator may please acknowledge receipt of the documents

(1) Deed of Assignment of Copy Hold Rights & Proprietor Rights - Chellammal Bharati & ORs to Pandit Hari Hara ... and ORs.

(2) Deed of Partnership - Pandit HariHara S... C. Viswanatha Iyer and K. Natarajan.

(3) Agreement relating to assignment of Bharathi Prachuralayam and Jeshinglal K.Mehta.

(4) Deed of Dissolution- Pandit HariHar Hara Sarma, C. Viswanatha Iyer and K. Natarajan.

(5) Deed of Dissolution - Pandit Hari... and C. Viswanatha Iyer.

1.11.50

148/50

192

at (P)

193

M.R.O. U.O. Note No. 1

ASSISTANT SECRETARY
7 NOV 1950
35113
ATION DEPARTMENT

Sub:- Copy r t
relat to

Ref:- Gove ent U
2nd ember

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The Educ office
forwarded to t d. The
have been rec een added
documents ha d 2nd Aug
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7/11/50

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R.