

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.04.2016

CORAM :

The Hon'ble MR.SANJAY KISHAN KAUL, CHIEF JUSTICE

AND

The Hon'ble MR.JUSTICE M.M.SUNDRESH

O.S.A.No.114 of 2016

and

C.M.P.No.7385 of 2016

1.M/s.Kalsan Movies Pvt. Ltd.,
Rep. by its Director, Mr.P.Ragavesh.

2.P.Ragavesh

3.Ramani

... Appellants

-vs-

1.Punjab National Bank
Nungambakkam Branch,
Rep. by Chief Manager,
New No.9, Nungambakkam High Road.

2.M/s.Touch Point Media and Entertainment
Pvt. Ltd., Rep. by its Director,
Mr.P.R.Shanmugam.

3.M/s.Ramani Resorts and Hotels Pvt. Ltd.,
Rep. by its Director, Mr.P.R.Shanmugam.

4.P.R.Shanmugam

5.Ambujam Kalavathy

.. Respondents

Appeal filed under Clause 15 of the Letters Patent read with Order XXXVI Rule 1 of O.S. Rules, against order dated 18.04.2016 made in Appln.No.225 of 2016 in C.S.No.176 of 2016 on the file of original side of this Court.

For Appellants : Mr.M.S.Krishnan, Sr.C.
For M/s.Bensi Rema

For Respondents : Mr.M.L.Ganesh for R-1

* * * * *

O R D E R

(Order of the Court was made by The Hon'ble Chief Justice)

We have heard learned counsel for parties.

2. In the course of arguments, it emerges that though the appellants admit that there are liabilities to the bank whether it be of the respondents 1 and 2 or their family members, they do not admit the allegation of the bank that the funds advanced for other businesses have been diverted to the making of the film. We may note that in so far as the learned counsel for the bank is concerned, he states that there is material with him to show how funds have been transferred from the bank account which have gone for the purpose of making of the film. That is, of course, a larger issue to be examined.

3. It is, however, agreed by the appellants that the bank drafts of which copies have been enclosed amounting to about Rs.74 lakhs, be handed over and is, thus, accepted by the respondent bank. We may note that the Demand Drafts are made out in the name of the supplier of the Gym equipment which was a business sought to be financed by the respondent bank and that supplier has its account with the respondent bank. This is the arrangement as per request of the bank. Apart from this amount, further amount of Rs.20 lakhs through post-dated cheques drawn in the name of the bank is to be handed over to the respondent bank within two (2) days.

4. In so far as the balance dues out of Rs.5 crores plus is concerned, the appellants and respondents 1 to 5 will give their proposal for one time settlement of the account within a period of one (1) week for the bank to examine the same.

5. As per aforesaid agreed arrangement, in view of the said payments being made, the injunction granted against the release of the picture 'Pencil' or distributing the rights over the picture is vacated, as, in any case, it would not help the bank to realise any fund.

6. Learned counsel for the appellants undertakes on behalf of the appellants and respondents 1 to 5 that the gym equipment which was hypothecated with the respondent bank is still lying in a store in Maduravoyal and the same would not be dealt with in any manner without the written consent of the bank.

7. We also make it clear that this order has no effect in the Sarfaesi proceedings separately instituted by the bank.

8.Original Side Appeal is disposed of in the aforesaid terms, leaving the parties to bear their own costs. Consequently, C.M.P.No.7385 of 2016 stands closed.

sra

Sd/-
Asst.Registrar

/true copy/

Sub Asst. Registrar

To

The Sub Assistant Registrar
Original Side, Madras High Court,
Chennai.

+ 1 cc to Mr.M.L.Ganesh, Advocate Sr 26073

+ 1 cc to M/s.Bensi Rema, Advocate Sr 25615

KR/27/4/16

O.S.A.No.114 of 2016



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