

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

**COMM.CONTEMPT PETITION NO.42 OF 2018
IN
NOTICE OF MOTION (L) NO.118 OF 2017
IN
COMMERCIAL SUIT NO.163 OF 2017**

RNA Entertainment Private Limited)....Plaintiff
V/s.

Vishesh Films Private Limited & Ors.)....Defendants

Mr.Chirag Balsara a/w Ms.Jyoti Sinha and Mr.Varun Mansinghka I/by
Khaitan and Co. for plaintiff.

Mr.Ashish Kamat a/w Ms.Megha Chandra and Mr.Krunal Mehta I/by
Naik Naik and Co. for defendant nos.1 to 5.

CORAM : K.R.SHRIRAM,J

DATE : 30.11.2018

P.C.:-

1. This petition is filed by the original plaintiff alleging contempt against defendants. The order alleged to have been committed breach of, is dated 11.3.2017 and the same reads as under :-

“1. The Plaintiff hereby withdraws its offer dated 7th March, 2017 (Plaint :Exhibit “QQ” hereto). In view thereof, the termination letter dated 8th March, 2017 (Plaint : Exhibit “RR” hereto) is withdrawn.

2. Both the Plaintiff and the Defendant hereby agree and undertake that the terms of the Memorandum of Agreement dated 25th November, 2015 read with the Amendment Agreement dated 3rd March, 2017 are valid and subsisting and will be strictly observed and complied with.

3. The Plaintiff and the Defendant hereby agree that the Agreement for the exploitation of the All India Theatrical Rights in respect of the said Film "Begum Jaan" in favour of NH Studios shall be executed by VFPL and NH Studios today and by RNA by tomorrow. The Parties have further agreed that in the NH Studios Agreement, a recital shall be added as, "VFPL and RNA have entered into a Memorandum of Agreement dated 25th November, 2015 and an Amendment Agreement dated 3rd March, 2017. The Parties have agreed that they shall abide by and adhere to the terms of both these Agreements."

4. The Plaintiff agrees and undertakes that it shall execute all agreements and contracts required to be executed in relation to exploitation, marketing, distribution and/or otherwise in relation to the said Film within the time span as agreed under the aforesaid Agreements.

5. In view of the aforesaid the order dated 10th March, 2017 is not continued. The Notice of Motion and Suit is hereby disposed off as withdrawn. The Plaintiff will be entitled to refund of Court Fees as per rules.

All concerned Parties to act on an ordinary copy of this order duly authenticated by the Associate of this Court."

2. According to Mr.Balsara for petitioner, defendants had agreed and undertaken that the terms of the Memorandum of Agreement dated 25.11.2015 read with Amendment Agreement dated 3.3.2017 were to be strictly observed and complied with but defendants who are respondents in this petition failed to comply with the Agreements and therefore, are in willful disobedience and breach of the order dated 11.3.2017. At Exh.T to the petition, is a summary of the breaches committed by respondents of the terms of the

Memorandum of Agreement and the Amendment Agreement.

3. When one considers the breaches alleged, it also indicates that respondents have taken stands which are not to the liking of petitioner. In my view, that cannot amount to contempt of the order dated 11.3.2017. If respondents have committed breach of the Agreement as alleged by petitioner, certainly it will be open for petitioner to sue for damages. In my view, there is no contempt committed.

Therefore, Contempt petition dismissed.

(K.R.SHRIRAM,J)