

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 18TH DAY OF DECEMBER 2018

THE HON'BLE MR. JUSTICE K.KALYANASUNDARAM

O.A. No.857 of 2018

in

C.S.No.637 of 2018

M/s.Orange Creations
Rep by its Partner
Mr.T.Senthil
No.52, Ground Floor
Kanna Illam, Second Street
Saligramam, Chennai 600 093

...Applicant/Plaintiff

-Vs-

1.S.Thalavaiya
No.129/4, VOC Street
Kolapakkam (post)
Vandalore
Chennai 600 127

2.M/s.Rs.Infotainment
Rep by its Partner
Elred Kumar
Flat No.5, Good Villa Court
No.16, Bhaghavantham Street
T.Nagar, Chennai 600 017

...Respondents/Defendants

Original Application praying that this Hon'ble Court be pleased to pass an order of interim injunction restraining the 1st respondent, his men, agents, or any of them acting on behalf of the 1st respondent in any way acting upon the documents of the applicant i.e. promissory notes, letter head, cheques bearing Nos.000001, 000002, 000003, 000004, 000005, 000006, 000007 drawn on HDFC bank Coimbatore branch, forged by the 1st respondent pending disposal of the present suit.

This Original Application coming on this day before this court for hearing the court made the following order:

The applicant has filed a suit for permanent injunction and also filed an application seeking interim injunction restraining the first defendant and his men, agents in any way acting upon the documents of the plaintiff namely promissory notes, letter heads, cheques bearing Nos.000001, 000002, 000003, 000004, 000005, 000006, 000007 and for a mandatory injunction directing the first respondent to return the documents belonging to the applicant in the pendency of the suit.

2. The case of the applicant is that, it is a partnership firm and entered into an agreement with the second respondent on 03.08.2017, for distribution rights of the film 'Veera'. According to the applicant, an amount of Rs.60,00,000/-, was paid pursuant to the agreement with the second respondent dated 07.09.2016 and blank cheques were issued as a security. It is further stated that the applicant did not have any transaction with the first respondent. While so, the first respondent issued a notice dated 31.07.2018 to the applicant, seeking payment of Rs.1,40,00,000/-, based on the return of the cheques.

3. The respondents/defendants have filed counter affidavits and also typed set of papers. The case of the respondents is that on 07.02.2018, one of the partner of the applicant firm Mr.T.E.Senthil sought loan from the first respondent, for doing distribution business and the amount was paid by way of Demand Drafts and Cash and also executed a loan receipt in favour of the first respondent. Since the cheques got dishonored, the first respondent had filed a private complaint before the Judicial Magistrate, Tambaram under Section 200 of Cr.P.C for the offence punishable under Section 138 of Negotiable Instruments Act and the same was taken on file in C.C.No.1263/2018. According to the learned counsels for the respondents, the present suit is purely an abuse of process of law and the applicant has no right in seeking the prayer sought for in the suit and this application.

4. Perusal of the counters and the typed set of papers filed by the respondents would reveal that based on the letter of one of the partner of the applicant firm, loan was sanctioned and a loan receipt was given to the first respondent for collection of a sum of Rs.1,40,00,000/-. It is not disputed that the cheques were dishonoured and a private complaint has been filed against the applicant.

5.Considering the facts and circumstances of the case, this Court is of the opinion that the applicant is not entitled for interim injunction. In the result, this application is dismissed.

Sd/- M.K.K.S.J.

18.12.2018

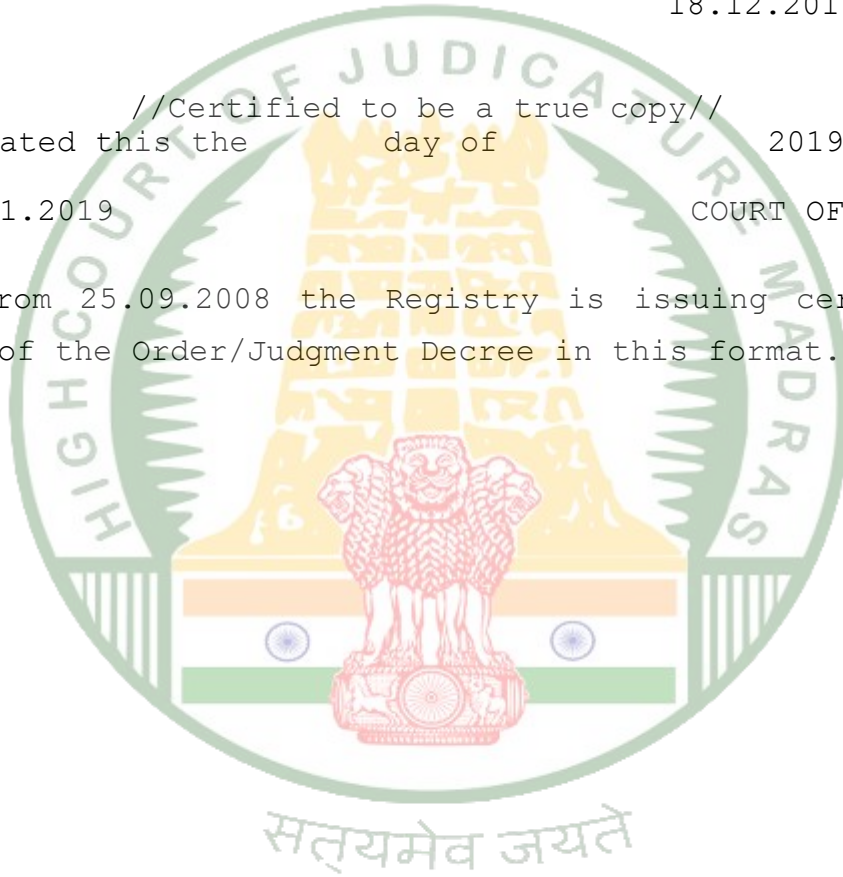
//Certified to be a true copy//

Dated this the day of 2019.

DL/09.01.2019

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.



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