

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON: 28.03.2018

PRONOUNCED ON: 06.06.2018

CORAM:

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

CS.No.118 of 2016

J.Sri Vidhya

Plaintiff

Vs

1. P.A.Prakasam, Proprietor
M/s.Bright Future Movie Makers, Chennai-102

2. M/s.Genesis Studioz, represented by its
Managing Director, Dhanasekaran,
Chennai-26

Defendants

Prayer:- This Civil Suit is filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of CPC, for the reliefs as stated therein.

For Plaintiff : Ms.Kamachi

For Defendants : Mr.R.Mahalakshmi-D1

JUDGEMENT

This Civil Suit is filed, seeking a Judgement and Decree, directing the 1st Defendant to pay a sum of Rs.29,16,066/- (Rupees twenty nine lakhs sixteen thousand and sixty six only) as of 29.02.2016 together with interest at the rate of 24% per annum on the principal amount of Rs.21,00,000/- (Rupees twenty one lakhs only) from the date of the plaint till the date of realization of the amount in full.

2. The case of the Plaintiff is as follows:-

a. The Plaintiff is a renowned Karnatic Singer, voice trainer and trained Barathnatiyam Dancer. She did many television shows in India and foreign countries. She had become a music director in Tamil Cinema. The husband of the Plaintiff is Kalaiselvam, a Tabela Instrument Player. The 1st Defendant is engaged in the whole sale steel business and running a proprietorship firm in the name of Bright Steels and also involved in film productions and running a production Company in the name of Bright Future Movie Makers. The 1st Defendant had engaged the Plaintiff as a Music Director for his upcoming new movie called, 'Enna Pudichiruka' and the Plaintiff had did 6 songs, re-recording and other works related to recording. The 1st Defendant had approached the Plaintiff through her husband for financial assistance. The Plaintiff had given Rs.10,00,000/- on 17.6.2013, Rs.5,00,000/- on 1.7.2013 and Rs.6,00,000/- on 5.12.2013 to the 1st Defendant through her husband and in all Rs.21,00,000/-. The 1st Defendant had also executed loan documents to that effect.

b. The 1st Defendant did not return the money as agreed by him to the Plaintiff. The Plaintiff and her only daughter meted with cruelty in the hands of her husband. The Plaintiff came to know that Kailaiselvan got already married to a women and having two sons. She had filed HMOP.No.147 of 2014 for dissolution of marriage. Using the issues arose between them, the 1st Defendant attempted to cheat the Plaintiff and evaded payments. The 1st Defendant had cancelled the loan documents executed in the year 2013 and thereafter, had executed a fresh loan agreement dated 18.07.2014 in favour of the Plaintiff by admitting the receipt of Rs.21 lakhs from the Plaintiff for

diversification of his business and assured to return the same on 30.08.2014. The 1st Defendant had also executed a promissory note dated 18.07.2014 in favour of the Plaintiff, guaranteeing repayment of Rs.21 lakhs with interest at 24% p.a. The 1st Defendant did not return the money as undertaken by him. Instead, he had executed another loan agreement dated 3.9.2014, admitting that he could not repay the money due to his family circumstances and assured to repay the said amount of Rs.21,00,000/- on or before 30.10.2014.

c. However, the 1st Defendant did not repay the amount on 30.10.2014. Again, he had executed a loan document, dated 6.11.2014, agreeing to repay the amount on or before 30.11.2014 otherwise, to give a sole right of distribution of the movie, 'Enna Pudichirruka' to the Plaintiff or he will give his family property as security for the money borrowed by him. However, the 1st Defendant did not comply with any of his promises and did not repay the money till this date. Therefore, the Plaintiff had lodged a complaint against her husband and the 1st Defendant under the provisions of IPC, which was culminated in Cr.No.29 of 2015 and the 1st Defendant had filed Cr.OP.No.25677 of 2015, seeking anticipatory bail. The Plaintiff had filed an intervening petition and during the course of arguments, the 1st Defendant had admitted borrowal of money from the Plaintiff. The 1st Defendant, after the said admission, undertakings, etc. had neither made any payment to the Plaintiff nor given the rights of distribution of the Tamil movie, 'Enna Pudichiruka.' In such circumstances, this civil suit has been filed, seeking the reliefs as stated above.

3. Though the 1st Defendant had filed a written statement, denying the averments made in the plaint, in A.No.6118 of 2016, filed by the Plaintiff,

seeking to struck off the defence of the 1st Defendant in CS.No.118 of 2016, this Court, by order dated 29.08.2017, had struck of the defence of the 1st Defendant on the ground that no valid defence whatsoever had been raised or pleaded by the 1st Defendant.

4. By order dated 26.02.2018, this Court had observed that the Plaintiff had given up the suit as against the 2nd Defendant and since the defence of the 1st Defendant had been struck off, ordered for recording of evidence on the side of the Plaintiff. Thereafter, the Plaintiff had let in oral evidence as PW.1 and marked Ex.P1 to Ex.P13 as documentary evidence in order to prove the suit claim.

5. Ex.P1 Ex.P3 and pe4 are the original loan agreements executed by the 1st Defendant. Ex.P2 is the promissory note executed by the 1st Defendant. Ex.P5 is the First Information Report copy in C.rNo.29/15. These documents effectively establish the claim of the Plaintiff against the 1st Defendant.

6. Considering the oral and documentary evidence, viz. Ex.P1 to Ex.P13 adduced by PW.1 and in view of the fact that the defence of the 1st Defendant had been struck off by this Court, the Plaintiff is entitled to the suit claim, as prayed for. Accordingly, this civil suit is decreed as prayed for, against the 1st Defendant with costs. Time for payment is three months. The suit is dismissed against the 2nd Defendant, without costs.

06.06.2018

Index:Yes/No
Web:Yes/No

Srcm

1. List of Witnesses Examined on the side of the Plaintiff:-
 1. P.W.1 - J.Sri Vidhya
2. List of Exhibits Marked on the side of the Plaintiff:-
 1. Ex.P1 is the original loan document executed by the 1st Defendant in favour of the Plaintiff dated 18.7.2014.
 2. Ex.P2 is the original promissory note executed by the 1st Defendant in favour of the Plaintiff dated 18.7.2017.
 3. Ex.P3 is the original loan document executed by the 1st Defendant in favour of the Plaintiff dated 3.9.2014.
 4. Ex.P4 is the original loan document executed by the 1st Defendant in favour of the Plaintiff dated 6.11.2014.
 5. Ex.P5 is the copy of the First Information Report CR.No.29/15 dated 14.10.2015.
 6. Ex.P6 is the copy of the order made in Cr.OP.No.25677 of 2015, dated 17.12.2015.
 7. Ex.P7 is the complaint given by the 1st Defendant against Kalaiselvan obtained by filing under the RTI Act dated 24.12.2015.
 8. Ex.P8 is the 'Enna Pudichiruk' Tamil Movie song Audio CD.
 9. Ex.P9 is the original advertisement given by the 2nd Defendant Vadapalani Studioz about releasing the movie, 'Enna Pudichiruka' on 11.3.2016, dated 26.2.2016.
 10. Ex.P10 is the internet copy of income tax returns filed by the Plaintiff during 2010-2015 (5 nos. in series)
 11. Ex.P11 is the copy of M.Phil Degree certificate of the Plaintiff dated 14.11.2016.
 12. Ex.P12 is the copy of award receiving photograph of Plaintiff and new published in magazines.
 13. Ex.P13 is the certified copy of petition in HMOP.No.147 of 2014, in Principal Sessions Judge, Kumbakonam, dated

7.8.2017.

3. List of Witnesses Examined on the side of the defendants:-

Nil

4. List of Exhibits Marked on the side of the defendants:-

Nil

06.06.2018

Srcm

Note to Office:-

Issue on 06.06.2018

Srcm



WEB COPY

C.V.KARTHIKEYAN, J.

Srcm



CS.No.118 of 2016

WEB COPY

06.06.2018