

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
LEAVE PETITION NO. 83 OF 2019
IN
COMM DECLARATORY SUIT (L) NO. 317 OF 2019**

HDFC ERGO General Insurance Pvt Ltd	...Petitioner
<i>Versus</i>	
Edge Films Limited & Ors	...Respondents

Mr Shyam Kapadia, i/b Tuli & Co, for the Petitioner.

**CORAM: G.S. PATEL, J
DATED: 24th April 2019**

PC:-

1. Mentioned. Not on board. Taken on board.

2. The claim is by an insurance company. The 1st Defendant is a UK-based film production company. The 2nd Defendant, based in Mumbai, is also a film producer. The 3rd Defendant, again based in Mumbai, is said to be a financier. There is a claim made against the Plaintiff in respect of an insurance cover that it issued under a policy dated 5th August 2015 effective 22nd July 2015 till 21st July 2016. This policy was executed in Mumbai and was signed by the 2nd Defendant in Mumbai. The 1st Defendant is shown as the additional named insured on this policy. The 3rd Defendant's name also

reflects in the policy. The Plaintiff seeks a declaration that it is not liable to make payment until title to the film is resolved between Defendants Nos. 1 and 3. There is also a prayer for a refund. Mr Kapadia submits that the insurer cannot be asked to pay both rival claimants and that his instructions are that the insurance company is prepared to deposit in Court the entire amount of the insurance cover or the claim within the limits of that cover i.e. the assessed loss. Since 1st Defendant is overseas, leave is sought under Clause XII of the Letters Patent. A material part of the cause of action has arisen within the jurisdiction of this Court. I am satisfied that with leave granted under Clause XII of the Letters Patent, this Court will have the jurisdiction to entertain and try the suit.

3. Leave granted. The Petition is made absolute.
4. Petition to be numbered in the course of the day.

(G. S. PATEL, J)