

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY THE 24TH DAY OF OCTOBER 2019

THE HON'BLE MR. JUSTICE N.SATHISH KUMAR

O.A.No.960 of 2019

in

C.S. No.616 of 2019

O.Kamaran,
Proprietor of M/s.Sri Dhanalakshmi Pictures,
No.1, Corporation Colony,
Kodambakkam,
Chennai-600 024. Applicant/Plaintiff

-Versus-

1.M/s.Screen Scene Media Entertainment Private Limited,
Represented by its Director P.Gokul Yadav,
No.2/2, Plot No.9, Cenotoph 2nd Ln,
Teynampet,
Chennai-600 018.

2.Qube Cinema Technologies Private Limited,
No.42, Dr.Ranga Road,
Mylapore, Chennai-600 004. Respondents/Defendants

Original Application praying that this Hon'ble Court be pleased to grant an order of interim injunction restraining the 2nd Defendant his agents and servants and anybody and everybody claiming through or under him, from issuing Key Delivery Message (KDM) for the Tamil film titled "BIGIL" starring Vijay, Nayanthara, Yogibabu, and others, Directed by Atlee and Music by A.R.Rahman, in respect of Chennai-City area for the period of 2 (Two) months commencing from its first and general release, to anyone, except the Plaintiff or the person authorized by the plaintiff, pending disposal of the above suit.

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

The application has been filed seeking interim injunction restraining the second respondent/second defendant and his men from issuing Key Delivery Message (KDM) for the Tamil film titled "BIGIL" in respect of Chennai City area for the period of two months commencing from its first and general release to anyone except the applicant/plaintiff or the person authorised by the applicant pending disposal of the suit.

2. Originally, the suit has been filed for declaration of the plaintiff as the absolute copy right owner of Commercial and Theatrical Exhibition Rights of the Tamil film "BIGIL".

3. The case of the applicant/plaintiff is that the first respondent assigned the Commercial and Theatrical Exhibition Rights of the suit film in favour of the applicant for two months in the area of Chennai City by an agreement dated 03.10.2019. For the said agreement, a sum of Rs.2,50,00,000/- has been fixed as consideration and a payment of Rs.15,00,000/- was made by the applicant to the first respondent on the date of agreement itself and another payment of Rs.10,00,000/- was also made by the applicant on 17.10.2019. It is agreed that the balance payment of Rs.2,25,00,000/- will be paid on or before 22.10.2019, namely, three days prior to the release of the suit film. In the meantime, the applicant came to know that

the first respondent breached the agreement and gave the distributor right of the film "BIGIL" in respect of Chennai City area to Gopuram Films. Therefore, the application has been filed seeking interim injunction restraining the second respondent/second defendant and his men from issuing Key Delivery Message (KDM) for the Tamil film titled "BIGIL" in respect of Chennai City area.

4. Mr.Sathish Parasaran, learned Senior Counsel appearing for the first respondent/first defendant submitted that the agreement dated 03.10.2019 and the receipts enclosed along with the typed set of documents by the applicant are forged and fabricated. He further contended that the first respondent had not signed the agreement and the first respondent was not in Chennai between 02.10.2019 to 05.10.2019 and the first respondent was in Bengaluru accompanying his son for his National Level Tournament, swimming competition. He also contended that a sum of Rs.5,00,000/- has been unauthorisedly credited to its account. In this regard, it is submitted that the first respondent maintains his account with the R.K.Salai Branch of Axis Bank and when the first respondent enquired with its bank, it was informed that the deposit of Rs.5,00,000/- by demand draft was made at the Saligramam Branch of Axis Bank. Hence, it is the contention that the entire agreement is

forged.

5. Heard the learned counsel appearing for the applicant and the learned Senior Counsel appearing for the first respondent.

6. The main contention of the applicant is that by agreement dated 03.10.2019, the first respondent agreed to assign the Commercial and Theatrical Exhibition Rights of the suit film in favour of the applicant for two months in the area of Chennai City "BIGIL" for a payment of sum of Rs.2,25,00,000/-, and if the terms of the said agreement are not adhered to, he would be put to irreparable loss.

7. Considering the facts and circumstances of the case, this Court is of the view that an enquiry cannot be made by this Court at this stage of the plea. The materials placed before this Court by the first respondent, *prima facie*, indicate that the first respondent was not in Chennai on the date of agreement. Be that as it may, it is the contention of the applicant that he recently came to know about the release of movie by the second respondent. It is to be noted that this Court cannot lose sight of the fact that the film "BIGIL" is being advertised for months in many newspapers and while releasing such high-budget films, the distributors will be fixed long before the release. Therefore, the contention of the applicant that he came to know about the release by the second defendant only recently cannot be countenanced. Moreover, in the case on hand, the

producer and distributor of the film have not been made as parties.

8. The fact that the film "BIGIL" is a high budget film produced by spending several crores of rupees is not in dispute. If the applicant has been granted Commercial and Theatrical Exhibition Rights, vide the agreement dated 03.10.2019, he should have put in some effort to find the number of theatres where the film is scheduled to be released. But, strangely, no document whatsoever has been produced by the applicant in this regard.

9. That apart, even assuming that the agreement dated 03.10.2019 said to have been executed had been breached by the first respondent, at the most the applicant is entitled to seek for compensation for breach of agreement and he cannot stall the release of the movie. If such relief is granted, it will have serious impact not only on the second respondent, but on several stakeholders involved in this project. Therefore, this Court is of the view that on mere alleged breach of agreement dated 03.10.2019, the entire project involving several crores cannot be stalled. There is no prima facie case made out and there is no balance of convenience in favour of the applicant as the very execution of the agreement itself is denied as forged. All this allegations can be gone into at the time of trial and not at this stage.

10. For the foregoing reasons, this application is dismissed. Post the matter on 22.11.2019 for filing written statement.

Sd./-N.S.K.J

24/10/2019

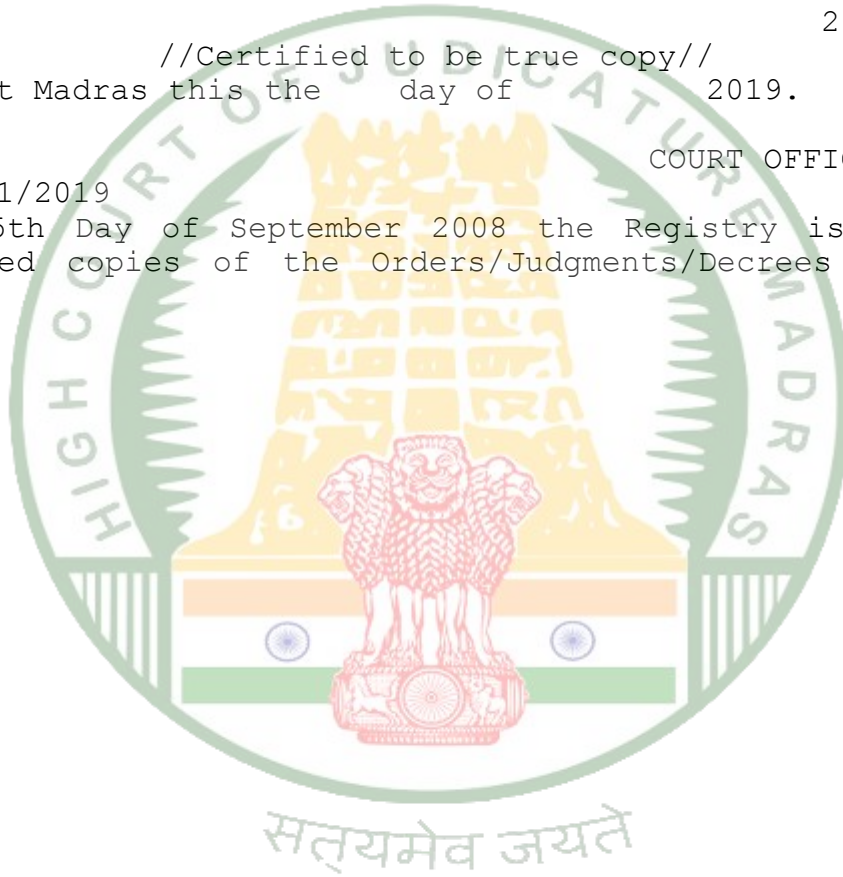
//Certified to be true copy//

Dated at Madras this the day of 2019.

COURT OFFICER(O.S.)

jj 19/11/2019

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