

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 15TH DAY OF OCTOBER 2020

THE HON'BLE MS. JUSTICE P.T.ASHA

O.A.No.430 of 2020

And

A.No.2105 of 2020

In the matter of Arbitration
and Conciliation Act, 1996
and

In the matter of Arbitration
disputes between M/s.Trident
Arts and Mr.M.Anandan

MR.R.RAVINDRAN,
M/54, years,
SOLE PROPRIETOR
M/S.TRIDENT ATS
Having office at 1C and 1D,
Hari Mansion,
JP Avenue, Dr.Radhakrishnan Road,
Mylapore, Chennai 600 004.

..Applicant
in both applications

-Vs-

MR.M.ANANDAN,
S/O.P.K.MURUGESAN
Residing at No.56,
First Floor, Majestic Colony,
Chowdry Nagar, Valasarawakkam,
Chennai 600 087.

..Respondent
in both applications

O.A.No.430 of 2020:

Original Application praying that this Hon'ble Court be pleased to grant an order of Interim Injunction restraining the Respondent from directing the story and script of the film as mentioned in Director Engagement Agreement 29/08/2018 now named as CHAKRA starring Vishal, pending disposal of the Arbitration.

A.No.2105 of 2020:

Application praying that this Hon'ble Court be pleased to direct the Respondent to furnish security for a sum of Rs.1,00,00,000/- (Rupees One Crore Only).

These Original Application and application coming on this day before this court for hearing the court made the following order:

O.A.No.430 of 2020, has been filed for an interim injunction restraining the respondent from directing the story and script of the film as mentioned in the Director Engagement Agreement 29.08.2018, now named as Chakra starring Vishal, pending disposal of the Arbitration and Application No.2105 of 2020 has been filed for a direction to the respondent to furnish security for a sum of Rs.1,00,00,000/- (Rupees One Crore only)

2. The brief facts common to both the applications are as follows:

It is case of the applicant, who is the distributor based out of Chennai that the respondent herein, who is a Debutant Director had approached him with a story and script and liking the concept put forward by the respondent, the applicant had entered into a Director engagement agreement dated 29.08.2018 with him. It is mentioned in the agreement that Actor Vishal would essay the role of a military officer and one of the heroine would play the negative role. The applicant had also paid a sum of Rs.1,00,000/- by way of cheque on the same date. The applicant would contend that all of a sudden to his shock and surprise, the trailer of the film Chakra was released on 27.06.2020. The story line was the same as the one agreed between him and the respondent under the Director Engagement Agreement dated 29.08.2018. The film was also directed by the respondent herein, which according to the applicant was in totally breach of the terms of the Director Engagement Agreement, dated 29.08.2018.

3. The applicant would submit that considering the fact that the agreement had an Arbitration Clause, the applicants have coming forward with the above applications.

4. Mr.P.S. Raman, learned Senior counsel appearing on behalf of the counsel for the petitioner had contended that it is common in the film fraternity that the stories are given as one liners and once the agreement is entered into the parties are bound by the same. After having entered into the agreement, the respondent had clandestinely entered into an agreement with the production unit of the actor and has proceeded to direct the movie. Therefore, he would further submit that the applicant is entitled to the relief as prayed for.

5. Per contra, Mr.K.P.Anandha Krishnan, appearing on behalf of the respondent would submit that the very relief i.e., O.A.No.430 of 2020 has become infructuous, since the movie has already been directed. He would also submit that only a sum of Rs.90,000/- was paid and therefore, without proving the loss, the applicant was not entitled to any security and he would also submit that the agreement was a future production and is therefore bound by the provisions of the Proviso to Sub Section 1 of Section 18 of the Copy Rights Act.

6. Heard the parties.

7. As contended by the counsel for the respondent, it is clearly evident that O.A.No.430 of 2020 has become infructuous. In fact, in the affidavit filed in support of the application, the applicant himself stated that the production has been completed and trailer of the film was released on 27.06.2020 and it has been confirmed that the film was to be released on 20.09.2020 in the "OTT" platform. Therefore, the relief claimed in O.A.No.430 of 2020 has become infructuous on their own making.

8. As regards the question of furnishing of security, the applicant has only paid a sum of Rs.1,00,000/- as claimed by them in their affidavit and beyond a one line story nothing further has moved. That apart, the fact that the movie, Chakra was due for shooting had been published in the Chennai Times, dated 14.09.2019. A gist of the story line was also provided. The Indian Express in its publication dated 16.11.2019 had stated that the shooting was well in progress. The applicant is a producer and distributor of repute and by no stretch of imagination can he feign ignorance about the news. The applicant having permitted the shooting of the movie Chakra to go on cannot after its completion come forward with this application. Further the affidavit is totally bereft of averments required for granting an order of attachment.

9. In the result, the applications are dismissed.

Sd/- P.T.A.J.
15.10.2020

//Certified to be a true copy//

Dated this the day of 2020

SU.22.10.2020 COURT OFFICER(O.S.)

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