

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	Delivered on
23.06.2021	02.07.2021

CORAM :

THE HONOURABLE MR.JUSTICE N.SATHISH KUMAR

Original.Application Nos.211 and 212 of 2021 and
Application No.2043 of 2021 in O.A.No.211 of 2021

M/s. Lyca Productions Pvt. Ltd.,
Rep.by its Director
Mr.Neelakant Narayanpur
No.55, Vijayaraghava Road,
T.Nagar, Chennai 600017.

... Applicant
[in all Applications]

versus

Mr.S. Shankar
S/o Mr.Shanmugam
No.5/115, Ashok Street,
Bharathi Avenue,
Injambakam
Chennai 600 115.

... Respondent
[in all Applications]

Prayer in O.A.No.211 of 2021: Original Application filed under Order XIV Rule 8 of Original Side Rules read with Section 9(i)(ii)(d) & (e) of the Arbitration and Conciliation Act, 1996, to grant order of ad-injunction, restraining the Respondent from infringing and exploiting the exclusive right of the Applicant under Clause 9 and 10 of Director, Author, Scriptwriter agreement dated 03.07.2019

Prayer in O.A.No.212 of 2021: Original Application filed under Order XIV Rule 8 of Original Side Rules read with Section 9(i)(ii)(d) & (e) of the Arbitration and Conciliation Act, 1996, to grant and order of Mandatory Injunction, directing the Respondent not to involve in any other film either for directing or scriptwriting or screenplay without completing the film Indian-2, as per Director, Author, Scriptwriter, Screenplay Writer Agreement dated 03.07.2019.

Prayer in A.No.2043 of 2021: Application filed under Order XIV Rule 8 of Original Side Rules read with Section 9(i)(ii)(d) & (e) of the Arbitration and Conciliation Act, 1996, to direct the respondent to furnish security to the extent of Rs.170,23,92,293/- in favour of the Applicant.

For Applicant : Mr. R. Prabhakaran

For Respondent : Mr. P.S. Raman,
Senior Counsel
for M/s.D.Saikumaran

ORDER

Original Application No.211 of 2021 has been filed for injunction restraining the Respondent from infringing and exploiting the exclusive right of the Applicant as per Clause 9 and 10 of the Agreement dated 03.07.2019 entered into between them; Original Application No.212 of 2021 has been filed for mandatory injunction, directing the Respondent not to involve in any other film either for directing or scriptwriting or screen play without completing the film 'Indian-2' as per the Agreement and A.No.2043 of 2021 has been filed to furnish security to the extent of Rs.170,23,92,293/- in favour of the Applicant.

2. The brief facts leading to file these applications are as follows:

2(a) Applicant is an Indian entertainment company and Producer. Respondent, who prominently works in Tamil Cinema and he is one of the highest paid film directors in the country and particularly known for extensive use of visual effects, prosthetic make-up and state-of-art technology. A Director, Author, Scriptwriter and Screenplay Writer Agreement was entered into between the Producer/Applicant and the Director/Respondent on 03.07.2019. As per the above agreement the Respondent shall be the Director, Author and Scriptwriter for the entire film viz., "Indian-2". The role of the Applicant as Producer is to arrange the production schedule, draw budgets. The role of Respondent shall be overall artistic responsibility for the film. The Director will be responsible for making of the Film and its final cut with best of his ability in such a manner that the most optimal utilization of the available resources and oversee that the feature film is completed within the COP (Close of Play). The agreement is also provides for exploitation of rights, which *interalia* gives exclusive right to the applicant to produce and exploit the film in this agreement and to all the intellectual property. Clause 9.5 of the agreement clarified that the Respondent not to enter into any agreement that interferes with the Rights granted to the Petitioner by the above agreement. As

per the agreement the opening pooja for commencement of the film was conducted on 18.01.2019 and the initial schedule of shooting began on 18.01.2019. The Producer has spent a sum of Rs.170 Crores including GST and he has also remitted an advance of Rs.14.40 Crores from 11.09.2017 to 29.01.2019 to the Director/Respondent. The Respondent had completed 60 percent of the film's portions, including the intermission sequence. The film has been delayed to proceed due to unavoidable reasons.

2(b) When the matter stood thus, the Respondent recently joined hands with Telugu Actor Ram Charan for a Pan India, which is scheduled to commence shortly. Hence, it is the contention of the Applicant that as per the agreement the movie is supposed to be COP at the end of March 2021. Hence, if the Respondent is permitted to direct another film without completing the film with the applicant company the applicant will incur a huge loss and there is also apprehension that the Respondent might have the same story and screenplay sequences as that of Indian-2. Admittedly when the applicant is the Copyright Owner, such copy right is a statutory right recognised, the Respondent has not supposed to engage another movie without completing the film Indian-2 as per the agreement. Time is essence of the commercial contract between the parties. Amount involves in this project is Rs.236 Crores. Hence,

seeks order of injunction restraining the Respondent infringing and exploiting the exclusive right of the Producer in O.A.No.211 of 2021; Mandatory Injunction, directing the Respondent not to involve in any other film either for directing or scriptwriting or screenplay without completing the film Indian-2 in O.A.No.212 of 2021 and also praying for direction to the respondent to furnish security to the extent of Rs.170,23,92,293/- in favour of the Applicant in A.No.5043 of 2021.

3(a). In the counter filed it is stated that the Respondent is in the film industry for the past 28 years as a script writer, dialogue writer, screenplay writer and director. He made successful movies such as Gentleman, Kadhalan, Indian, Jeans, Mudalvan, Anniyan, Sivaji, Endhiran, 2.0 etc., which have all had huge commercial success. Due to the huge commercial success of the movie Indian, he had written another script for the same protagonist Mr.Kamal Haasan with the title 'Indian-2' (the movie). He had also discussed the same with Mr.Kamal Haasan, who agreed to be a part of the movie. The Respondent first pitched the movie to Mr.Subaskaran and his team, but they are not interested stating that the project is not commercially viable. Thereafter, “Indian-2” was pitched with producer DilRaju who consented for the same, in fact, the Respondent announced the making of the Indian-2 with Kamal Haasan, which

was aired in the Television.

3(b) When the Respondent planned to commence the shooting of the film Indian-2 by December, 2017 at that stage the Applicant's company lead by Mr.KarunaMoorthy and Mr.Subaskaran approached the Respondent to consider the long time friendship prevailing between them. Thereafter with great difficulty, the Respondent convinced Mr.DilRaju to part with the film. After that it was mutually agreed between the parties that the film shall be produced by the Applicant. Thereafter, from September, 2017 the Respondent commenced pre-production works which involved finding foreign locations, searching and identifying foreign technicians etc., and the film was scheduled for shooting from May 2018 as mutually agreed between them. The Respondent was of the legitimate belief that the shooting of the film commence from May 2018. But the Applicant informed the Respondent that they will start the film only after the release of the Respondent's film "2.0". Thereafter, only in the month of November 2018 sets for the movie finally erected and the shooting was planned to take place from December 2018. Even at that stage, no agreement was in place between the parties.

3(c) When the shooting was about to begin, it was postponed owing to a

make-up allergy picked up by the protagonist Mr.Kamal Haasan. However, the Applicant has delayed the project. Rough budget prepared by the Respondent team was not accepted. The applicant asked the Respondent to reduce the budget from Rs.270 Crores to Rs.250 Crores. Even at that stage also there was no formal agreement. The Respondent has planned shooting for 5 months from January 2019 to May 2019 in various countries and planned to shoot with several talents and technicians from all over the globe to shoot the movie. However, the Applicant has instructed the Respondent to change the production schedule. Thereafter, shooting was begun from 18.01.2019. Even at that time there was no agreement in place. However, sets were not delivered on time by the Applicant and therefore there was another delay of another one month and the sets were ready only on 11.2.2019. The cost for erecting the sets were higher than planned due to improper planning from the Applicant. Only after the shooting has commenced, the agreement came to be executed. Thereafter, there was further delay by the Applicant. In a reply to an undated letter from the Applicant, the Respondent sent a reply on 3.6.2019 wherein the Respondent informed the Applicant that if the movie production is not resumed before 10.6.2019, he shall take up new projects, since he cannot remain idle without doing any work.

3(d) Even after the agreement, the Respondent has given a complete schedule for the entire movie. However, the entire schedule was collapsed due to the Applicant's lackadaisical attitude. Several emails also sent to the Applicant from 04.11.2019 to 12.03.2020. However, there was no response from the Applicant. Every aspect of the obligations were delayed by the Applicant or no actions were taken in this regard. Hence it is his contention that from the very inception only the Applicant has caused delay and the payments were not made. Even the Government has permitted the film shooting during the lock down period with restrictions, Applicant has not showed any interest and the entire delay was attributable to the Applicant. Thereafter, the Respondent sent an email on 09.10.2020 to the Applicant requesting to start the movie immediately failing which he would go on to start a new project. Despite the same the Applicant has not shown any interest to recommence the production. However, email was sent on 13.10.2020 by the Applicant making frivolous allegations against the Respondent and frivolously blamed for the unfortunate crane accident that occurred at time of shooting in EVP film city, which was also disputed by the Respondent. Hence it is the contention that the entire delay is attributable only to the Applicant. The Respondent cannot be restrained from directing any other movie pending completion of this movie. Hence, prayed for dismissal of all these

Applications.

4. Learned counsel appearing for the Applicant vehemently contended that the budget of the film is huge, more than Rs.200 Crores. The Respondent being the Director and his performance is just like a captain of ship ought to have executed his work to complete the film for release before May 2021. The remuneration of the Director is Rs.36 Crores agreed as per the agreement besides sharing of revenue also agreed between the parties. The Respondent is the director of the movie, though shooting is scheduled in the year 2018, the Respondent has not shown any interest to complete the movie. Various clauses in the contract make it very clear that the Respondent has agreed not to enter any contract till the film is completed. When such agreement is entered into between the parties and having received huge amount as remuneration, the Respondent now entered in arrangement with the lead actor to produce another movie, which is in violation of the very contract itself. The learned counsel also make much reliance of Clause 3 of the agreement and contend the role of the director is to see that the film is completed within the COP and further he has also drawn Clause 9.5 of the agreement wherein the Director/Respondent not supposed to enter any other agreement that interferes with the Rights granted to the Producer by this Agreement for this film. Similarly Clause

12.1.c of the agreement he has admitted not to enter any contract. The combined reading of the above clauses in the contract makes it clear that such restrictions are reasonable and would not fall within the mischief of Section 27 of the Contract Act. Hence, it is the contention of the learned counsel for the Petitioner that the negative covenant can be inferred from the various clauses which is enforceable which is not unreasonable. He further submitted that when the respondent has agreed to give personal service for a certain time such relationship would be that of employer and employee. Therefore, as long as the contract is subsist the Respondent is not supposed to enter any other contract with anybody making film without completing the film agreed in the agreement viz., Indian-2. Further his submission is that huge amount invested and spent and substantial amount also paid to the Respondent towards salary, the Respondent may be directed to furnish security to the amount besides the injunction as sought for.

5. In support of his contention he further relied upon the following judgments:

1. Warner Brothers Pictures, Incorporated vs. Nelson
[1936] 1 K.B.209]

2. *Lumley v. Wagner* **[[1852]1 De G.M. & G.604]**
3. *Gaumont – British Picture Corporation Ltd., vs. Alexander* **[Kings Bench Division 22.07.1936]**
4. *Reigate vs. Union Manufacturing Company Limited* **[1917 R.177]**
5. *Shell U.K. Ltd., v. Lostock Garage Ltd.,*1976 **[1976 S.No.1777]**
6. *Hutton vs. Warren* **[1836 EWHC Exch J61]**
7. *Shirlaw v. Southern Foundries 1929 Ltd.,* **[1937 S.1833]**
8. *Dhanrajamal Gobindram V. Shamji Kaildas and Co.*1961**[AIR 1961 SC 1285]**
9. *Board of Control for Cricket of India vs. Nimbus Communications Ltd. And others* **[MANU/MH/2328/2015]**
10. *Union of India vs. D.N.Revri and Co.,* **[1976 4 SCC 147]**

6. Learned Senior Counsel Mr.P.S. Raman appearing for the Respondent

submitted that the Respondent has written a script “Indian-2” even in the year 2017 and the movie was supposed to be produced by one Mr.DilRaju, producer. However, at the request of the applicant the Respondent has agreed to be the Director of the movie to be produced by the Applicant. In fact, production was started in the year 2018 December even prior to the agreement dated 03.07.2019. From the inception delay was caused only by the Applicant. The Respondent is a reputed Director having completed the film more than 60% and remaining could not be completed due to various factors, mainly non-co-operation by the Applicant. The very contract clause make it very clear that main obligation part is on the Applicant to co-operate with the respondent which has not been done so. Various clauses contained in the agreement dated 03.07.2019 makes it very clear that the Respondent never undertaken not to engage any other movie and there is no negative covenants in the contract. Therefore the Applicant cannot expect the Respondent to sit idle and starve without any work as long as the movie is not completed. The Respondent never engaged for production of the movie of the same story of “Indian-2”. Therefore it cannot be said that the Applicant right would be prejudiced.

7. It is his further contention that Hero of the film will allot certain days for shooting. Only those days the Director will work and complete the movie.

Therefore, for the remaining period it cannot be said that he is totally restricted or prohibited from engaging any other movie with third party and submitted that as there is no contract restricting the Respondent, injunction cannot be claimed. The dispute arose between the parties long back and there is no specific clause to restrain the Respondent from engaging other productions. Even such clause in the agreement same is against Section 27 of the Contract Act and also the provisions of Specific Relief Act. Further it is his contention that the negative covenants cannot be inferred. The contract should be read as per its express terms. Hence submitted that the relief sought by the Applicant in all these applications are not maintainable and the Application for furnishing security is bereft of details. No averments made as mandated in Order 38 Rule 5 of CPC in the above application. The Respondent is reputed Director, residing in Chennai. Therefore, the petition seeking security does not arise at all. Hence prayed for dismissal of all the applications.

8. In support of his contention he relied upon the following judgments:

1. Trivitron Healthcare Pvt., Ltd., vs. Shivram Iyer and Ors. [2018(1) CTC 430]

2. Indian Oil Corporation Ltd., and Ors vs. Bhagavwan Balasai Enterprises and Ors. [(2018) 2 MLJ 1275]

3. Nabha power Ltd., (NPL) vs. Punjab State Power Corporation Ltd., (PSPCL) and Ors. [(2018)11 SCC 568]

9. These Applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996, for interim relief restraining the Respondent from infringing and exploiting the exclusive right of the Applicant; Mandatory Injunction, not to involve in any other film without completing the film Indian-2 and to furnish security to the extent of Rs.170,23,92,293/-.

10. Above reliefs mainly pressed into service based on the Agreement dated 03.07.2019. It is not disputed by both sides that there is an agreement to produce the movie “Indian-2” with leading actor Kamal Haasan. The Producer of the movie is the Applicant and the Director is the Respondent. These facts are also not disputed. The facts stated by both sides also makes it clear that the story and the script was made by the Director in the year 2017 itself, when his successful movie 2.0 was about to be released. Similarly, it is the contention of the Respondent that Indian-2 was originally to be produced by one Mr.DilRaju. Thereafter, at the insistence of the Applicant the Respondent has agreed to be a

Director, which is not disputed by the Applicant.

11. Be that as it may. The allegation that the shooting has commenced in the year 2019 beginning even prior to the contract has not been disputed by the applicant herein. But the applicant mainly relied upon the contractual obligations of the parties. Therefore it is useful to refer the clauses contained in the Contract. Clause-2 is as follows:

2. Role of the Producer

2.1 The producer shall appoint a production team consisting of dedicated officials, who work in connivance with the director, all actors, technicians and other workers, who are directly and indirectly involved in the making of the film.

2.2. The production team shall have the full responsibility to analyze the production schedule, draw budgets, pre plan the monthly expenditure involved and see everything is in place for the director to effectively execute the production schedule.

2.3. It is the responsibility of the production team to take the dates of all actors, technicians, shooting crew and persons involved directly and indirectly in the film

making and get separate agreements from them to see that the production schedule is not disturbed or altered affecting the release of the film as per the approved date and COP.

2.4 The producer undertakes to engage a production executive for the film and shall also appoint or engage an external consultant at its own discretion and expenses to oversee the day to day progress of the production of film and to ensure that the production is within the agreed budget and timeline.

12. The above clause makes it very clear the primary obligation is on the producer to appoint a production team consisting of dedicated officials, who work in tandem with the Director, all actors, technicians etc., It is the responsibility of the production team to take the dates of all actors, technicians, shooting crew etc., Similarly the role of the Director set out in Clause 3 of the Agreement is as follows:

3. Role of the Director

3.1. The Director will assume the overall artistic responsibility for the Film. The Director will be responsible for making of the Film and its final cut. The Director shall to the best of his ability in such a

manner that the most optimal utilization of the available resources and oversee that the feature film is completed within the COP.

3.2. Monitoring and approval of the film version of the manuscript.

3.3. Appointing the artistically executive persons, casting and choice of filming, location, approving the production plan, production schedule, budget and marketing plan together with the Producer.

3.4 Preparing, dialogue writing and directing of the film.

3.5 Monitoring of the post-production works: image and sound editing, music, selection mixing, color specification, monitoring of the image post-processing and approval of the final form.

13. The above clause binding on the parties makes it very clear that the Director will assure the overall artistic responsibility for the film. He will be responsible for making of the film and its final cut. These obligations of the Director will always subject to the performance of the obligations set out in

Clause 2 of the Agreement. Only when the production team worked in tandem with the Director and performed their obligations set out in the Clause 2 of the Agreement then the obligations of the Director binds on him. The entire allegations made in the pleadings of Respondent make it clear that serious breach has been complained by the Respondent from the very beginning , which has not been repudiated by way of rejoinder. Similarly the nature of the breach complained in all applications by the Applicant has been denied by the Respondent. Therefore, the allegations and counter allegations are all matter of evidence and the same cannot be taken as proof at this stage.

14. Be that as it may. Before enforcing any contract which is in the nature of negative covenant, Court has to satisfy itself as to whether any such contract exist between the parties. As far as the Commercial Contracts Clauses should be read as it reads, as per its express terms. Apex Court in ***Nabha Power Ltd., (NPL) vs. Punjab State Power Corporation Ltd., (PSPCL) and others [(2018) 11 SCC 508]*** has held as follows:-

72. We may, however, in the end, extend a word of caution. It should certainly not be an endeavour of commercial courts to look to implied terms of contract. In the current day and age, making of contracts is a matter of high technical expertise with legal brains from all sides

involved in the process of drafting a contract. It is even preceded by opportunities of seeking clarifications and doubts so that the parties know what they are getting into. Thus, normally a contract should be read as it reads, as per its express terms. The implied terms is a concept, which is necessitated only when the Penta-test referred to aforesaid comes into play. There has to be a strict necessity for it. In the present case, we have really only read the contract in the manner it reads. We have not really read into it any 'implied term' but from the collection of clauses, come to a conclusion as to what the contract says. The formula for energy charges, to our mind, was quite clear. We have only expounded it in accordance to its natural grammatical contour, keeping in mind the nature of the contract."

15. In such view of the matter the obligations of both sides as per the Contract has to be seen. As indicated above the Respondent is the Director and his obligations always subject to performance by the production team as set out in Clause-2 of the Agreement. Though Clause-5 indicate that the agreement and the work defined in the agreement shall commence and be effective till the theatrical release of the film. It is not disputed that the shooting has commenced from the year 2019 beginning and film also completed for more than 50%. Though there is a clause agreeing for sharing of revenue to the

Director (Clause 8.1), that itself cannot be a ground to hold that the Director is not supposed to engage any other movie until the movie Indian-2 is completed.

16. The delay in completion of the movie appears to be various reasons. In fact the very affidavit filed by the applicant in para 8 it is averred that the film has been often delayed to proceed due to several unavoidable reasons. When the applicant themselves aware of the fact that there were delay to proceed film due to several unavoidable reasons which is not attributable to anyone. The time limit stipulated in the contract cannot be pressed into service. However, the fact remains that there were delay in completion of the film due to unavoidable reasons as stated by the Applicant themselves. The exploitation rights have been given to the Producer in Clause 9 of the Agreement. Clause 9.5 bars the Director to enter into any agreement that interferes the right guaranteed to the Producer by this Agreement. When the above clause is read along with other clauses makes it very clear that only when the Director is entering into contract which interferes the producer's right particularly exploitation rights then it can be stated that such action on the part of the Director is against specific clause in the Contract.

17. Similarly, Clause 11.1 reads as follows:

“11.1. Nothing contained in this Agreement shall create any relationship of partnership, agency or Joint Venture or a relationship of Employer-Employee between the parties.”

Above clause makes it very clear that the parties in fact understood their relationship and categorically agreed that this agreement will not create any relationship of partnership, agency or Joint Venture or a relationship of Employer-Employee between the parties.

18. Clause 12.1.c reads as follows:

“The Director is not under any disability, restriction or prohibition, legally contractually or otherwise which might prevent the Director from rendering his Sfor the production of the Film or observing any of the obligation pursuant to this Agreement.”

19. The warranty clause makes it clear that the Respondent is given warranty and declared that he is not in any disability, restriction or prohibition from rendering his service for the production of the film. It is the contention of the learned counsel for the applicant that the above clause makes it very clear

that he has not supposed to enter contract for any other movie pending completion of this movie. The above clause cannot be interpreted to mean that Respondent is prohibited from directing any other movie with different story. From the above clause negative covenant cannot be inferred which prevent the respondent from entering into any agreement to produce any other film. It is a common sense and knowledge to everyone that, in cinema field, Actors will allot certain days. Only those days service of the Director is required. For example if the Actor gives only 5 days per month for shooting, 5 days to be utilized fully by the Director and the production team. Such is the situation prevailing in this industry, therefore, it cannot be said that the Director should not do anything in the remaining 25 days and spend time in isolation. Such meaning is given to above clauses entered between the parties, the contract is certainly unenforceable and will in fact amount to restraining the trade or business of any kind as per Section 27 of the Indian Contract Act. The contract of this nature particularly, in a given contract also not fall within the exception provided under Section 27 of the Contract Act.

20. In a judgment reported in *Warner Brothers Pictures, Incorporated vs. Nelson [1936] 1 K.B. 209* wherein the Court granted injunction against a film artist who has entered to a contract with the film producers agreed to

render his exclusive service as an artist and agreed not to render such service to any other person. The Court granted injunction taking note of the negative stipulation agreed in the above contract. Similarly in ***Lumley v. Wagner*** *[[1852] 1 De G.M. & G.604]* the Court also granted injunction not to sing for anybody else.

21. In ***Balallal Mookerjee and Co. (P) Ltd., and Others vs. Sea Traders Private Limited and others*** *[MANU/WB/0282/1990]* the Calcutta High Court has held that the intent to procure a breach is a good enough evidence for the purpose of an interlocutory application for injunction, neither malice nor adoption of an unlawful means need be gone into.

22. The Applicant themselves have stated that shooting was delayed for several unavoidable reasons. In such view of the matter it cannot be concluded that such delay was only due to the breach committed by the Respondent. Therefore, above judgment is not applicable to the facts of the case. In English Judgments referred by the learned counsel for the Applicant, wherein specific agreement not to perform with third party is entered by the Defendant. No such negative covenant entered by the Respondent herein in the present case.

23. The correspondence between the parties from the year January 2020 indicate that payments were not been made by the Producer to various parties. The persons who were engaged in production of the movie and many people worked in the unit have complained of non-payment by the Applicant's company. In this regard legal notice dated 26.05.2020 also from the citizen of Ukraine for claiming payment for engaging his stunt artist. Various correspondences and emails indicate that delay in payments by the Applicant is also one of the issues which were raised by the Respondent. There were disputes with regard to non-payment and claim of payment arose from the month of January 2020 as per the correspondence available in the type sets. Such dispute also denied by the Applicant in their letter dated 13.10.2020 which has been repudiated by the Respondent once again by letter dated 18.10.2020 and in the letter dated 09.10.2020 the Respondent has informed that he is more willing to complete the film subject to the condition that the movie shoot would commence immediately and the free flow of funds and he will extend co-operation to complete the movie to the benefit of all the associates with the film and it is also requested to clear the past dues within 15 days. In the event of failure by the Applicant, the Respondent put the applicant on notice about his intention of starting new project in the month of October.

24. Letter dated 15.10.2020 is the email sent by the Manager of Rakul Preet Singh. The above letter also complained for non-payment of co-actors. All these correspondences with regard to non-payment, indicate that the dispute arose between the parties from the beginning of 2020 itself. In 09.10.2020 correspondence of the Respondent shows that he has expressed his intention to engage other movies for direction if the applicant is not co-operating for production for completion of the film "Indian-2". Though the dispute arose in the month of October 2020 till now the Applicant has not taken any steps to invoke the Arbitration clause. Only during submissions when the Court pointed about the same, hurriedly application was filed and Arbitrator was appointed by the Court on 30.06.2021 in Arb.O.P. (Com.Div.) No.6 of 2021. Therefore, when the applicant has not shown manifest intention to invoke the Arbitration quickly to resolve the dispute and there were severe allegations made against each other and there is no contract restraining the Respondent from doing his regular business, the interim injunction sought by the Applicant if allowed by this Court, will amount to restrain the respondent from doing his own trade or profession which is against the very statutory provision of Section 27 of the Contract Act.

25. Only when the respondent engaged himself to direct the similar

movie with same story or the substance of story is similar then it can be said such action is against the contract. Further it is to be noted that as agreed between the parties the contract should be completed before May 2021. Now the contract between the parties also expired now. In such view of the matter, there cannot be a blanket injunction as against the Respondent as against his trade or profession.

26. Further it is also to be noted that when this Court has ordered notice at the first instance, challenging the same, the Applicant has filed O.S.A.before the Division Bench of this Court where also they could not get any order. However, for the similar relief including other parties the applicant appears to have filed a suit before the City Civil Court, Hyderabad. The above conduct of applicant choosing forum shopping is also cannot be ignored . At any event, on discussion of the entire facts, in a given case this Court is of the view that the applicant has not made out any prima facie case for grant of interim orders.

27. Considering the fact of the case, this Court is of the view that the Applicant has not established prima facie case and balance of convenience is also not in their favour and if at all the Applicant is able to prove all the breach complained by him for so called delay, he is not without any remedy. They can

seek for damages. Therefore, there will not be any irreparable injury caused to the Applicant at this stage. Accordingly, Injunction has to fail. As far as the prayer for furnishing of security there is not even single averment which are mandatory for seeking such relief is made in the application. Therefore, merely on the basis of the bald statements, Respondent cannot be ordered to furnish security. Accordingly all the Applications are liable to be dismissed.

28. In the result, all the Applications are dismissed.

Sd./-N.S.K.J
02.07.2021

//Certified to be true copy//
Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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JJ 19/07/2021