



A.No.3769 of 2022
in C.S.(Comm.Div) No.182 of 2022

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M.SUNDAR, J

In this order parties shall be referred to by their respective ranks in the main suit for the sake of convenience and clarity.

2. Captioned application has been taken out by plaintiff *inter alia* under Clause 14 of 'amended Letters Patent-High Court of Madras' with a prayer for joinder of causes of action.

3. Mr.Gautam S.Raman along with Mr.Gokul Sundar K.Ravi of M/s.Raman and Associates (Law Firm) for the plaintiff, Mr.B.Arvind Srevatsa, learned counsel for defendants 1 and 2 and Mr.Arjun Suresh, learned counsel representing the counsel on record for third defendant are before this Commercial Division.

4. Short facts shorn of granular particulars will suffice owing to the nature and scope of the captioned application. Suffice to say that main suit has been filed with a money claim and the claim is predicated on financing said to have been done by the plaintiff qua a Tamil Feature Film.

5. The financial assistance said to have been given by the plaintiff to defendants 1 and 2 is vide 'two loan agreements' ['I loan' and 'II loan' for the



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[... sake of convenience]. To be noted, these two loans namely 'I loan' and 'II loan' are transactions between plaintiff, defendants 1 and 2. It is further to be noted that second defendant is a partnership firm and first defendant who is a natural person has been described as Managing Partner of the second defendant-firm. A partnership firm is not a legal entity and it is only a compendious name. However, this aspect of the matter is left open as it is outside the realm of captioned application on hand. It is left open to be decided if the need arises.

6. The third defendant is not a party to the I loan and II loan but it is the case of the plaintiff that defendants 1 and 2 are taking efforts to release Tamil Feature Film titled 'PUBLIC/SAMUTHIRAKANI IN PUBLIC' [hereinafter 'said movie' for the sake of convenience and clarity] through the third defendant and that this is allegedly with the intention of defeating rights of the plaintiff. Therefore, the cause of action qua plaintiff as against the third defendant and the cause of action of the plaintiff as against the defendants 1 and 2 qua I loan and II loan have to be combined is learned plaintiff counsel's say.

7. Learned counsel for defendants 1, 2 & 3 submit in one voice that the alleged causes of action are distinct as third defendant is not a party to the I loan and II loan. In the considered opinion of this Commercial Division this is begging the question. It is also the further considered opinion of this



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Commercial Division that counter affidavits are really not necessary in the light of the nature of the matter, the trajectory it has taken [*inter alia* closure of O.A.No.550 of 2022 on 23.09.2022].

8. Before concluding, this Commercial Division deems it appropriate to extract and reproduce Clause 14 of the 'amended Letters Patent-High Court of Madras' and the same reads as follows:

'14. Joinder of several causes of action - And we do further ordain that where plaintiff has several causes of action against defendant, such causes of action not being for land or other immovable property, and the said High Court shall have original jurisdiction in respect of one of such causes of action, it shall be lawful for the said High Court to call on the defendant to show cause why the several causes of action should not be joined together in one suit, and to make such order for trial of the same as the High Court shall seem fit.

***(underlining made by this Commercial Division
to supply emphasise and highlight)***

9. A careful perusal of the language in which Clause 14 is couched will make it clear that the defendants should be called upon to show cause before a prayer for combining causes of action is either acceded to or declined. To be noted, Letters Patent is of the year 1865 and it has stood the test of time over



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one and half centuries [to be precise 157 years].

10. Reverting to the case on hand, it *prima facie* appears that it is not a case of two causes of action where this Commercial Division has jurisdiction qua only one of the two causes of action. Therefore, this Clause 14 appears to be an exercise by way of abundant caution rather than an exercise qua conformity with the letter and spirit behind Clause 14. To be noted, a larger Bench of this Court dealing with Letters Patent [custody of minor children] had made it clear that jurisdiction is inherent and Clause 12 is in the nature of expression of intention to exercise jurisdiction when the Court has jurisdiction over a part of the cause of action. This principle will apply to Clause 14 also.

11. However, there is nothing that is militating against the plaintiff in the Joinder of causes of action and if at all and if that be so, it will be otiose. Prayer is acceded to.

12. Captioned application ordered as prayed for. There shall be no order as to costs.

14.10.2022

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