

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 683 OF 2023
WITH
INTERIM APPLICATION NO.14681 OF 2023

Mr. Pravin S/o. Tarachand Agarwal ...Appellant
Versus
Sanjay Sharma and Others ...Respondents

Mr. Abhishek Tripathi, for Appellant.

CORAM : SANDEEP V. MARNE, J.
DATE : AUGUST 30, 2023.

P.C.:

1. In this Appeal, Appellant challenged order dated 5 July 2017 passed by the City Civil Court dismissing Notice of Motion No.1765 of 2023.
2. Appellant-Plaintiff has filed S.C. Suit No.984 of 2023 with following prayers :

“ a) That it be declared that the Defendants No.1 & 2 have no right to collect any such amount from the Defendants No.3 or their servants, agents or any person claiming under or upon them out of the sales proceeds of the rights of the films titled “Nyay the Justice” as well as ‘I Killed Bapu’ and are bound and liable to issue necessary letter addressed to the Defendants No.3 to make the payment of the same to the Plaintiff hereinabove.

b) That this Hon'ble Court be pleased to issue a permanent order and injunction restraining the Defendant Nos.3 or their servants, agents or any person claiming under or upon them from making any payment out of the sales proceeds of the rights of the films titled "Nyay the Justice" as well as "I Killed Bapu" to the Defendants No.1 and 2 save and except to the Plaintiff hereinabove.

c) That interim and ad-interim reliefs in terms of prayer(b) above;

d) That cost of this suit be provided for;

e) That for such other and further reliefs as the nature and circumstances of the case may require. "

3. Appellant-Plaintiff's claims that he had advanced some amount to Defendant Nos. 1 & 2 for making the film. That Defendant Nos.1 & 2 have engaged services of Defendant No.3 for production of the film and that there is a film production agreement between Defendant Nos.1 & 2 on one hand and Defendant Nos.3 on the other. Plaintiff is not privy to that contract. Prayers in the Plaint would show that the Appellant-Plaintiff has not sought any prayer for recovery of amount allegedly advanced to Defendant Nos. 1 & 2.

4. It is incomprehensible as to why Defendant Nos. 3 can be restrained from paying any amounts to Defendant Nos. 1 & 2. In that view of the matter the City Civil Court has rightly refused grant of any injunction to restrain Defendant No.3 from making any payment to Defendant Nos. 1 & 2.

5. The Appeal being devoid of merits is dismissed without order as to costs.

(SANDEEP V. MARNE, J.)