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O.A.No.867 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.11.2023

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THE HONOURABLE MR.JUSTICE C.SARAVANAN

O.A.No.867 of 2023

M/s. TSR Films Private Limited,
Rep. By its authorized signatory,
M.V.Ravindranath,
No.2, (Old No.29), Lake Area,
First Cross Street, Nungambakkam,
Chennai – 600 034.
..Applicant

Vs.

M/s. Vetrivel Theatre,
No.18, M.G.R. Road,
Telegraph Colony, Nanganallur,
Chennai – 600 061.
..Respondent

Prayer: Original Application is filed under Order XIV Rule 8 of Original Side Rules read with Section 9(ii)(d)(e) of the Arbitration and Conciliation Act, 1996, to grant an order of interim injunction restraining the respondent, its partners, employees, agent and anyone acting on their behalf from any manner exhibiting any digital content including but not limited to Movies, Short Films, Advertisements, DAVPs and other digital exhibitions in their theatre premises which the theatre is known using any other Digital Cinema Equipment other than that of the Applicant more particularly specified in Judge's Summons Schedule as per the Agreement dated 16.12.2023 pending final adjudication of disputes between the Applicant and the respondent through arbitration.



O.A.No.867 of 2020

For Applicant : Mr.Dhanaram Ramachandran
For Respondent : Mr.V.Balakrishnan

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ORDER

Heard the learned counsel for the applicant and the learned counsel for the respondent.

2.The application has been filed to restrain the respondent, its partners, employees, agent and anyone acting on their behalf from in any manner exhibiting any digital content including but not limited to Movies, Short Films, Advertisements, DAVPs and other digital exhibitions in their theatre premises which the theatre is known using any other Digital Cinema Equipment other than that of the Applicant more particularly specified in Judge's Summons Schedule as per the Agreement dated 16.12.2021 pending final adjudication of disputes between the Applicant and the respondent through Arbitration.

3.The prayer in this application cannot be allowed under Section 9 of the Arbitration and Conciliation Act, 1996. There cannot be an embargo on the respondent from utilizing the services of third party service provider who have leased out the Digital Cinema Equipment to the respondent for screening movies in their Theater.

4.Since, the Equipments of the applicant have been disconnected by



the respondent, there shall be an order to the respondent to deliver the same to the applicant. It shall be returned within a period of one week from the date of receipt of a copy of this order. The applicant shall acknowledge the same while taking delivery of the Digital Cinema Equipment of the applicant that was leased out under the Agreement dated 16.12.2021 with the respondent.

5.The dispute between the applicant and respondent is Arbitrable in terms of Arbitration Clause 16 of the agreement dated 16.12.2021. Arbitration Clause 16 of the agreement dated 16.12.2021 reads as under:-

“16.JURISDICTION AND DISPUTE RESOLUTION:

This AGREEMENT will be governed by the Courts in Chennai and will be governed by the laws of India.

In the event of any dispute or difference arising at any time between the parties hereto as to the construction, meaning or effect of this agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the parties hereto, the same shall be referred to the arbitration of a Sole Arbitrator appointed by the TSR. And whose decision shall be final and binding on the parties. The Arbitral Proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and / or any statutory modification or re-enactment thereof for the time being in force. The venue of such arbitration shall be at Chennai only and the Courts at Chennai alone shall have the sole and exclusive jurisdiction. The language so used in the Arbitral proceedings shall be English.”



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6.Considering the fact that the dispute between the applicant and respondent is Arbitrable, Court had expressed its opinion in the forenoon to appoint an Arbitrator depending upon the quantum. Therefore, at request the case was passed over for the counsels to arrive at a consensus for appointment of Arbitrator.

7.It is informed by the learned counsel for the applicant that the claim will be less than Rs.1,00,00,000/- (Rupees One Crore Only). Therefore, a request was made to appoint a Senior Counsel as an Arbitrator.

8.Recording the above said submissions, Court is inclined to pass the following order:-

(i) **Ms.Dakshayani Reddy, (Mobile No.:9840035208)** residing at **New No.19, Old.No.21, Leith Castle, South Street, Santhome, Chennai – 600 028**, is appointed as an Arbitrator to enter upon reference and adjudicate / resolve the *inter se* dispute between the parties.

(ii) The learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, endeavour to complete the arbitral proceedings and pass an award strictly in accordance with the provisions of



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the Arbitration and Conciliation Act, 1996, as expeditiously as possible, preferably within a period of twelve months after the date of completion of pleadings under Sub-Section 4 to Section 23 as is contemplated in Section 29-A of the Arbitration and Conciliation Act, 1996, without getting influenced by any of the observations made by this Court in this order.

(iii) The learned Arbitrator appointed herein shall be paid fees and other incidental charges as may be fixed with the consent of parties or in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the same shall be borne by the parties equally. In case, the respondent remains *ex parte*, the petitioner shall pay the entire fee and other incidental charges to the Arbitrator and later recover the same from the respondents.

9.This Original Application stands disposed of with the above observations.

27.11.2023

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Index : Yes / No
Internet : Yes / No
Neutral Citation : Yes / No



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C.SARAVANAN, J.

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