

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 882 OF 2024
WITH
INTERIM APPLICATION NO. 15524 OF 2024

Yadunath Films Private Limited and Ors. ...Appellants
Versus
Alcor Productions Private Limited ...Respondent

Mr. Atul Singh a/w Akhilesh Yadav i/b Ms. Purna Purohit for the Appellants.

Mr. Rudresh Jagdale a/w Sarvesh Agrawal i/b Rajdeep Singh Nanuan for Respondent.

CORAM : M.M. SATHAYE, J.
DATE : 11th DECEMBER 2024

P.C.

1. Heard learned counsel for the Appellants and learned counsel for the Respondent/original Plaintiff.

2. This appeal is filed challenging the order dated 11.10.2024 by City Civil Court, Borivali Division at Dindoshi, Goregaon Mumbai in Notice of Motion No. 3354 of 2024 in Commercial Suit No. 500 of 2024. By the said impugned order, motion filed by Respondent/Plaintiff is allowed thereby restraining the Appellants from releasing the film titled as "*In Galiyon Mein*" earlier called as "*U Shape ki Gully*" as well as from releasing any form of advertising including digital posters, pamphlets, teasers, trailers in relation to the said film without attributing appropriate credit to Respondent/Plaintiff as co-producer.

3. Learned counsel for the Appellants submitted that Artist Agreement dated 12.04.2023 does not indicate the Respondent/company as co-producer; however names of Mr. Adarsh Saxena and Mr. Jannisar Hussain are stated as co-producers. He submitted that the relevant call sheets of the film also indicate that along with Director of Appellant Company (Vinod Yadav), Mr. Adarsh Saxena and Jannisar Hussain are shown as co-producers and not the Respondent/Company. He submitted that basic agreement dated 12.09.2023 on which the suit is based, also indicates that it was a communication addressed to Mr. Adarsh Saxena and not Respondent Company. He further submitted that clause 17(f) of the communication dated 03.09.2024 issued on behalf of the Appellants, amounts to termination of agreement with the Respondent and there has been legal and valid termination of Respondent's credit in the said film. It is submitted that in view of such termination, the injunction could not have been granted and the release of the film and its advertisement could not have been restrained.

4. On the other hand, learned counsel for the Respondent/Plaintiff submitted that the said Artist Agreement bears signatures on behalf of Respondent Company made by its Director along with seal. He submitted that even in the newspaper Report dated 02.05.2023, it was reported that Respondent/Company was a co-producer of the said film. He relied on clause 6 of the Agreement dated 12.09.2023 to contend that the Appellant-Company has specifically agreed that Respondent/Company will receive credit as co-producer in the main title as well as publicity material and credit blocks of the film. He submitted that the alleged termination dated 03.09.2024 is not a legal and valid termination of agreement dated 12.09.2023 or credit

promised thereunder, in as much as clause 17(f) of said communication *prima facie* indicates that it only mentions the termination of credit having taken place in past, but there is nothing to show such earlier termination. He also submitted that this was not a communication directly addressed to Respondent/Company and was in fact a notice reply issued by the Appellants in response to notice received from a third person Mr. Gyanendra Singh dated 13.08.2024, whose services were utilised for production of the film. It is submitted that the Respondent has nothing to do with services of Mr. Gyanendra Singh utilised by the Appellants. He further relied upon a letter issued by the Appellants dated 05.09.2024 pursuant to the complaint filed by Respondent/Company with Indian Motion Pictures Producers Association ('IMPPA'). He submitted that in this letter issued by the Appellants (after alleged termination of credits on 03.09.2024) there is no reference to such termination. He has also relied upon clause 7 of alleged termination letter dated 03.09.2024 to contend that the Respondent Company is mentioned with whom the terms and condition were set up. On these submissions, learned counsel for Respondent has opposed grant of any relief in favour of the Appellants. He has relied upon following Judgments in support of his case.

- (i) *Suresh Jindal vs. Rizsoli Corriere Della Sera Prodzioni T.V. S.P.A. and Ors.*¹.
- (ii) *Fox Star Studios vs. Aparna Bhat and Others*².
- (iii) *Neha Bhasin vs. Anand Raaj Anand and Anr.*³

5. I have considered the submissions and perused the documents shown during arguments.

1. 1991 Supp (2) SCC 3
2. 2020 SCC Online Del 36
3. 2006 SCC Online Del 440

6. At the outset, it is important to note that the suit claim is based on the Agreement dated 12.09.2023 between the parties. Perusal of the said document shows that it is addressed by the Appellant Company to the Respondent Company and only before the opening paragraph, name of Adarsh Saxena is written. This does not mean that the Agreement was not between the Appellants and Respondent Company. Clause (6) thereunder clearly shows that Appellants had agreed to give credit to Respondent Company as co-producer in the main title as well as in publicity material and credit blocks of the said film.

7. Perusal of the communication dated 03.09.2024, which is the alleged termination letter according to the Appellants, would show that it is in fact not a communication issued by the Appellant Company for the purpose of termination of the credit. In the opening paragraph of the said communication, it is stated that the said communication is a notice reply issued to Mr. Gyanendra Singh and in that notice reply, the Respondent Company as well as Mr. Adarsh Saxena and Mr. Jannisar Hussain are shown as Addressees.

8. It is material to note that in clause 7 of communication dated 03.09.2024, the Appellants have in fact admitted that the terms and conditions under letter dated 12.09.2023 were set with Respondent Company. Perusal of the clause 17(f) thereof shows that there is a reference to alleged termination in the past. No such document of termination in past is produced on record. In such situation, at this stage, when the suit is pending and issue of legal and valid termination is to be decided on appreciation of evidence, the communication dated 03.09.2024 cannot be said to be sufficient notice of termination.

9. Consideration of dispute between Mr. Gyanendra Singh and the Appellants is immaterial, at this stage.

10. It is rightly pointed out by learned counsel for Respondent that if the communication dated 03.09.2024 was indeed a termination, it would have been referred by the Appellants in its reply/explanation given to IMPPA on 05.09.2024. It is also material to note that communication dated 03.09.2024 was not directly in answer to any letter or notice by the Respondent company.

11. In the Judgment of **Suresh Jindal (supra)**, the Hon'ble Supreme Court, was considering 'grant of injunction' vis-a-vis 'grant of damages' as a relief in cases involving dispute such as this. It is held by the Hon'ble Supreme Court in para 6 thereof, that in such cases damages is not complete and adequate remedy and the gain by way of reputation due to credit given in title can not be adequately expressed in monetary terms.

12. The Appellant Company is a producer who had agreed to give credit to Respondent Company as co-producer for the said film. In such relationship, indeed, reputation build-up by due credit given in title as well as advertisements, is far more important in the film industry than monetary compensation. Though the suit is also filed for recovery of outstanding GST amount on invoices raised by Respondent Company, attribution of appropriate credit to Respondent as co-producer is also the main prayer.

13. Viewed in the light of what is narrated above, when the impugned order is considered, it is seen that the Agreement dated

12.09.2023 and the communication dated 03.09.2024 are considered by the Trial Court. It is rightly held that the Appellants have admitted the agreement dated 12.09.2023 in the said communication / notice reply dated 03.09.2024. It is also rightly held by the learned Trial Judge that though the Agreement dated 12.09.2023 is addressed to Adarsh Saxena, but it is signed by the Director of the Respondent Company. In the Artist Agreement dated 12.04.2023 also, the name of Adarsh Saxena and Jannisar Hussain are appearing as co-producers, on which document the Director of Respondent Company Mr. Jannisar Hussain has put signature. Based on the aforesaid consideration, the learned Trial Judge concluded that the Respondent / Plaintiff has proved the *prima facie* case, balance of convenience and irreparable loss.

14. This Court has also considered the relevant documents. The reasons given and the conclusion drawn by the Trial Judge is based on material available on record. The impugned order does not suffer from any perversity or error apparent on the face of record. Hence, no interference is called for.

15. Therefore, the Appeal from Order and the pending Interim Application are dismissed. No order as to costs.

16. All concerned to act on duly authenticated or digitally signed copy of this order.

(M.M. SATHAYE, J.)