



C.S. (Comm. Div.) No.60 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.06.2024

Coram:

THE HONOURABLE MR. JUSTICE P.VELMURUGAN

C.S. (Comm. Div.) No.60 of 2024 and

A.No.1529 of 2024

Kamal Bohra

... Plaintiff

Vs.

Bellamkonda Sai Sreenivas

... Defendant

Prayer: The plaint is filed under Order IV Rule 1 of O.S. Rules and Order VII Rule 1 of Code of Civil Procedure praying to pass a judgment and decree against the defendant on the following terms:-

a. Directing the defendant to pay the plaintiff the principal amount of Rs.1,50,00,000/- (Rupees One crore fifty lakhs only) along with an interest of Rs.60,00,000/- calculated from the date of payment at the rate of 24% per annum which totally amounts to



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Rs. 2,10,00,000/- along with future interest of 24% per annum on Rs.1,50,00,000/- from the date of the plaint till the actual payment thereof;

b. Directing the defendant to pay a sum of Rs.15,00,000/- as damages for breach of agreement and non performance of his obligations;

c. For entire costs of the suit.

For Plaintiff : M/s.Arun C.Mohan

Sole Defendant : Set Ex-parte on 03.06.2024

JUDGMENT

This suit is filed to direct the defendant to pay the plaintiff the principal amount of Rs.1,50,00,000/- (Rupees One crore fifty lakhs only) along with interest of Rs.60,00,000/- calculated from the date of payment at the rate of 24% per annum which totally amounts to Rs.2,10,00,000/- along with future interest of 24% per annum on Rs.1,50,00,000/- from the date of the plaint till the actual payment thereof; to direct the defendant to pay a sum of Rs.15,00,000/- as damages for breach of agreement and non



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performance of his obligations and for entire costs of the suit.

2. The brief averments of the plaint;

2.1. The plaintiff ventured into distribution of Hindi feature films with a decade long experience and established his own production house namely INFINITY FILM VENTURES along with other partners to produce several prestigious projects. The Infiniti Film Ventures is a leading Film Production Company based out of Chennai wherein, the Production Company has successfully co-produced movies such as Kodiyil Oruvan. The plaintiff currently has a string of films lined up for release including movies such as Kolai, Ratham and Mazhai Pidikaadha Manidhan to name a few.

2.2. The plaintiff and defendant, a Telugu Actor entered into a Lead Hero Agreement dated 09.06.2022 ("Agreement") whereby, it was agreed that the defendant's services will be utilized as the "Lead Hero" under the main cast for one cinematographic film. Further as per clause 2 and 3 of



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the agreement, it was agreed that the story, screenplay and the director of the film shall be mutually discussed and fixed and that the defendant shall provide the required working days for shooting, costumes & makeup trial, photo shoot, workshop and promotional purpose considering the significance of his role in the motion picture.

2.3. In consideration of the above mentioned services under clause 2 and 3 of the agreement, the plaintiff agreed to pay a consolidated remuneration of Rs.8,50,00,000/- (Rupees Eight Crores and Fifty Lakhs Only) as mentioned under clause 4 of the agreement. Further, as per the schedule under clause 4 of the agreement, a sum of Rs.1,50,00,000/- was agreed to be paid to the defendant upon execution of the agreement. Accordingly, a sum of Rs.13,50,00,000/- after deducting the TDS amount was paid on 09.06.2022 through RTGS bearing No.10000148720220609003600000050.

2.4. While so, through their sources, the plaintiff was able to gather



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information that the defendant is contractually bound to act in about 2 movies with another production company named PENN Studios Pvt. Ltd. which was not revealed by the defendant during the execution of the agreement. Further, in furtherance to the agreement with the defendant, the plaintiff engaged with various technicians namely one Mr.Anandakrishnan in the capacity of a Director and Mr.Sasanka Mouli in the capacity of a Writer which was approved and agreed to by the defendant. In view of the same, an advance amount of Rs.8,85,045/- was paid to Mr.Anandakrishnan and an amount of Rs.1,80,000/- was paid to Mr.Sasanka Mouli for their services respectively after deducting the TDS amount. The said amounts were transferred by the plaintiff from his brother Mr.Pankaj Bohra and wife Mrs.Hemalatha's bank accounts. The defendant with an intention to delay the process constantly made radical changes to the script such as changing the storyline from a city backdrop to a village setup which further increased the expenses for the plaintiff. Additionally, while it was



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agreed that the shooting of the movie would begin from 15.11.2022, the defendant constantly delayed the same citing various reasons.

2.5. In view of the constant delay and disinterest shown by the defendant in the project, the plaintiff tried contacting the defendant on several junctures requesting him to return the consideration amount paid by the plaintiff upon the execution of the agreement along with the interest. The plaintiff had issued a notice dated 14th October, 2023 to the defendant and the same got returned with a postal remark "Unclaimed". Hence, the plaintiff traced an alternate address of the defendant and issued the notice dated 9th November 2023 ("Notices") which was served upon the defendant. However, the defendant has failed to acknowledge or reply to the notice and has not complied with the plaintiff's request.

2.6. The plaintiff states that the defendant is in clear breach of the agreement and is refusing to return the amount obtained as consideration for the execution of the agreement. As on date, the plaintiff is entitled to



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recover the principal amount of Rs.1,50,00,000 along with an interest of Rs.60,00,000/- from the date of payment i.e., 09.06.2022 calculated at the rate of 24% per annum.

2.7. As mentioned above, the plaintiff had engaged with various technicians and made commitments based on the agreement with the defendant. In view of the same, the defendant's failure to perform his obligations had caused incalculable loss. Therefore, the plaintiff is entitled to seek damages against the defendant and the plaintiff values the same at Rs.15,00,000/- for the purposes of the suit. The plaintiff further states that this suit is not barred by limitation and is not hit by any other provisions of statutory enactments.

3. Though the suit summon was served on the defendant and the defendant also entered appearance through counsel, subsequently, he did not file the written statement within the time and therefore, the sole defendant was set-exparte by this Court on 03.06.2024.



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4. In order to substantiate his claim, the plaintiff filed his proof affidavit for chief examination and reiterated the averments made in the plaint in his proof affidavit. The plaintiff examined himself as P.W.1 and marked 5 documents as Ex.P.1 to Ex.P.5 in which, Ex.P.1 is the original Lead Hero Agreement between the plaintiff and the defendant dated 09.06.2022, Ex.P.2 is the printout of the bank statements showing transfer of Rs.1,35,00,000/- by the plaintiff to the defendant (Section 65B Certificate filed), Ex.P3 is the printout of the bank statement reflecting the transfer of funds by the plaintiff from his brother Mr.Pankaj Bohra and wife Mrs.Hemalatha's Bank accounts to Mr.Anandhakrishnan and Mr.Sasanka Mouli (Section 65B Certificate filed), Ex.P4 is the office copy of the notice dated 14.10.2023 issued by the plaintiff to the defendant along with returned cover, Ex.P5 is the office copy of the notice dated 09.11.2023 issued to the defendant's alternate address along with postal tracking report from India Post Website.



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5. The sole defendant remained ex-parte. The proof affidavit filed by the plaintiff and also the documents marked on the side of the plaintiff are un-challenged.

6. On a perusal of the averments made in the plaint and proof affidavit of P.W.1 and also the documentary evidence marked on the side of the plaintiff, this Court finds that the plaintiff has proved his claim.

7. Therefore, the suit is decreed as prayed for with costs. Consequently, the connected application is closed.

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Witness examined on the side of the plaintiff;

Mr.Kamal Bohra - P.W.1

List of exhibits marked on the side of the plaintiff:

S.No.	Exhibits	Description of documents
1	Ex.P.1	The original Lead Hero Agreement between the plaintiff and the defendant dated 09.06.2022



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S.No.	Exhibits	Description of documents
2	Ex.P.2	The printout of the bank statements showing transfer of Rs.1,35,00,000/- by the plaintiff to the defendant (Section 65B Certificate filed)
3	Ex.P.3	The printout of the bank statement reflecting the transfer of funds by the plaintiff from his brother Mr.Pankaj Bohra and wife Mrs.Hemalatha's Bank accounts to Mr.Anandhakrishnan and Mr.Sasanka Mouli (Section 65B Certificate filed)
4	Ex.P.4	The office copy of the notice dated 14.10.2023 issued by the plaintiff to the defendant along with returned cover
5	Ex.P.5	The office copy of the notice dated 09.11.2023 issued to the defendant's alternate address along with postal tracking report from India Post Website.

List of witnesses examined on the side of the defendant - **Nil**

List of exhibits marked on the side of the defendant - **Nil**

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Index : Yes / No

Speaking Order : Yes / No

Neutral Case Citation : Yes/No

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