

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. ARBITRATION PETITION NO. 1058 OF 2025

Goldmines Telefilms Pvt Ltd .. Petitioner
Versus
Passion Film Factory and anr .. Respondents
...

Mr. Aurup Dasgupta a/w Drshika Hemnani i/b Jhangiani, Narula & Associates for the Petitioner.

Ms. Reetu Doshi – Authorized Representative of Petitioner present.

Mr. Danish Merchant i/b Mr. Mehta & Girdharlal for respondents.

Mr. S.Sudan – Respondent no.2 & Partner of Respondent No.1 present.

CORAM: BHARATI DANGRE, J.

DATED : 27th NOVEMBER 2025

P.C:-

1. The Arbitration Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 being heard on 21/11/2025, after serving an intimation of the date of hearing to the Respondents, the ad-interim relief was granted in terms of prayer clause (a) and (b).

As a consequence thereof Respondents were restrained from releasing any films produced by Respondent No.1, including the film ‘Revolver Rita’ on any platform and/or

medium whatsoever including but not limited to its theatrical, satellite, digital release including various OTT platforms.

The Petition was thereafter directed to be listed on 18/12/2025.

2. Today in the morning, the Petition was mentioned, by stating that, Consent Terms are signed between the parties and since the theatrical release of Revolver Rita was scheduled on 28/11/2025, the Petition was requested to be taken up on board urgently.

At the joint request, the petition is taken up on Production Board at 3.00 p.m.

3. During the course of its hearing, the Consent Terms under the signature of the Authorized Representative of the Petitioner as well as Respondent No.2 acting on behalf of himself and also as partner of Respondent No.1, along with their respective Advocate is placed before the Court.

The Consent Terms are taken on record and marked as 'X' for identification.

4. The Respondent No.1 – Passion Film Factory, a partnership firm, and the Respondent No.2 – S. Sudan have agreed and confirmed that as on 15/11/2025, they are liable to pay to the Petitioner a sum of Rs. 31,94,28,981/- under the Deed of Cancellation dated 11/06/2025. They also accept that the interest mentioned in the said deed shall continue to accrue on

the aforesaid amount @ 24 % per annum from 16/11/2025 till its realization.

The Consent Terms specifically record that the Respondents have made payment of Rs.3,50,00,000/- to the Petitioner on execution of the Consent Terms and learned counsel for the Petitioner acknowledged the receipt of the said amount.

In the wake of the payment being made, the Petitioner has consented to permit theatrical release of 'Revolver Rita', for the territory of the entire world. The Respondents have also agreed and have undertaken to make the payment of balance amount with interest under the Deed of Cancellation on or before 31/12/2025.

5. The Consent Terms specifically record the other understandings arrived between the parties, but unequivocally it is stated that injunction granted by this Court vide order dated 21/11/2025, shall continue to operate for all films being produced and released by the Respondents except the release of the film 'Revolver Rita', till such time as the Respondents make the payment of the entire amount along with interest due under the Deed of Cancellation dated 11/06/2025.

The understanding as regards the other films and in specific, with reference to the clauses in the Deed of Cancellation dated 11/06/2025, are also part of the Consent Terms, and it is agreed that the terms shall bind the parties.

However, as far as the film 'Revolver Rita', which the Respondent no.1 was restrained from having its theatrical release, the same is now permitted to be released in the wake of the Consent Terms as a sum of Rs. 3,50,00,000/- is received by the Petitioner and which is acknowledged.

6. Upon the request made in the wake of the Consent Terms, the Commercial Arbitration Petition is disposed of.

Needless to state, terms set out in the 'Consent Terms', shall bind the parties and are accepted as undertakings given to the Court.

(SMT. BHARATI DANGRE, J.)