



Appeal(CAD) No.6 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.06.2025

CORAM :

THE HON'BLE MR.K.R.SHRIRAM, CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE SUNDER MOHAN

Appeal(CAD) No.6 of 2025

&

C.M.P.No.4726 of 2025

T.Mannan

.. Appellant

Vs.

1. Christal

2. R.Jharson

3. R.Jharsanya

4. Dr.J.Jaya Krishnan

5. M.Balavishwanathan

.. Respondents

Prayer : Appeal under Section 13(1A) of the Commercial Courts Act, 2015 read with Section 96 of Code of Civil Procedure, 1908 against the order dated 23.01.2025 in C.O.S.No.681 of 2022 on the file of Additional Commercial Court at Egmore, Chennai.

For Appellant

: Mr.B.Arvind Srevatsa

For Respondents

: Mr.P.L.Narayanan
Senior Counsel
For Mr.B.Hariharan
For M/s.PLN Associates
for Respondents 1 to 3



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Not ready in Notice -
for Respondents 4 & 5

JUDGMENT

(Judgment of the Court was delivered
by the Hon'ble Chief Justice)

This is an appeal impugning the judgment dated 23.01.2025.

2. It was the original plaintiffs' case that first defendant contacted original plaintiffs for financial assistance for production of the suit film. The agreement dated 15.06.2015, which has been loosely worded as “for buying cinematograph Tamil film”, confirms that a sum of Rs.56,00,000/- has been paid by plaintiffs between 25.03.2015 to 15.06.2015. The amounts were paid through bank transfers. As the amount was not re-paid, plaintiffs, who are respondents 1 to 3 herein, filed the suit to recover a sum of Rs.56,00,000/- plus interest thereon at 24% per annum totalling to Rs.78,43,400/- and further interest on Rs.56,00,000/- from the date of the suit till realisation and for costs.



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3. In the plaint, averments were made that first defendant, who is appellant herein, assured to repay the loan with 24% interest per annum, but did not comply with the loan agreement and after negotiations, it was agreed that he will pay additional interest at 12% over and above 24% agreed rate of interest as compensation. Paragraphs 3, 4 and 5 of the plaint read as under:

“3. The Plaintiff respectfully states that the 1st Defendant contacted the Plaintiff for availing financial assistance for production of the suit Film which has been loosely worded as “for buying cinematograph Tamil Film” in the finance Agreement dated 15.06.2015. The film so produced by the 1st Defendant ie. the suit film bears the star cast Vikram Prabhu as hero and D.Imman as Music Director. The 1st Defendant borrowed even before the film could be titled, a sum of Rs.56,00,000/- (Rupees Fifty Six Lakhs only) from the Plaintiff and from persons and institutions associated with him. This borrowing took place between 25.03.2015 to 15.06.2015. The above funds were transferred by RTGS to the credit of the instructed account bearing No.914020028671657 on several dates i.e., on 27.05.2015 through TMB Bank sum of Rs.20,00,000/-, on 27.05.2015 through SBI Bank sum of Rs.13,00,000/- and on 15.06.2015 through TMB Bank sum of Rs.23,00,000/-.

4. The Plaintiff respectfully states that subsequently fearing recovery proceedings against the 1st Defendant in respect of debts outstanding under a prior movie production, the 1st Defendant titled the under production film as “Waga” and used the banner of Vijayabhargavi Entertainment citing his brother-in-law M.Balavishwaanathan as the Producer.

5. The Plaintiff respectfully states that the 1st Defendant assured to repay the said loan with 24% interest, which works out to Rs.78,43,400/- (Rupees Seventy Eight Lakhs Forty Three



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Thousand Four Hundred only). The 1st Defendant did not comply with the terms of the loan agreement. Subsequently after negotiation, it was agreed that the 1st Defendant will pay additional interest at 12% over and above the 24% agreed rate of interest as compensation. The later portion of the said compensation by the 1st Defendant to the Plaintiff was not recorded in writing.”

4. In the written statement dated 20.12.2022 appellant has not denied specifically any of these averments in the plaint. In fact, paragraph 5, where appellant deals with the averments in paragraphs 3, 4 and 5 of the plaint, reads as under:

“5. The allegations in Paragraph Nos.3, 4 and 5 of the Plaint are specifically denied. The allegation that the 1st Defendant in respect of the debt outstanding under a prior movie production had titled the under production film as 'Waga' and used the banner of Vijayabhargavi Entertainment citing his brother-in-law M.Balavishwaanathan as the producer is incorrect and denied. The above allegations are self-serving allegations, are specifically denied and the Plaintiff is put to strict proof of the same.”

5. Therefore, there is specific denial only with regard to the allegation that first defendant in respect of debts outstanding under a prior movie production had titled the under production film as “Waga” and used the banner of Vijayabharagavi Entertainment citing his brother-in-law M.Balavishwaanathan as the Producer. Therefore, the trial Court, based on this non-denial and after considering the evidence, has decreed the suit as



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against first defendant, but dismissed as against defendants 2 and 3.

6. We find no infirmity in the impugned order and therefore, the appeal is dismissed. Consequently, the interim application is also dismissed.

7. Counsel appearing for respondents 1 to 3 states that this being a commercial suit, costs be awarded. We award a sum of Rs.1,00,000/- (Rupees one lakh only) as costs to be paid within two weeks from today. If the amount is not paid, it shall carry interest at the same rate of interest which is awarded in the suit and can be recovered alongwith the decretal amount in the execution petition.

(K.R.SHRIRAM, CJ)

(SUNDER MOHAN, J.)

23.06.2025

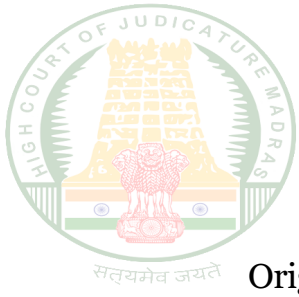
Index : Yes/No
Neutral Citation : Yes/No
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To

1. The Registrar General
High Court, Madras.

2. The Sub Assistant Registrar

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THE HON'BLE CHIEF JUSTICE
AND
SUNDER MOHAN,J.

(kpl)

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