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OA NO. 188 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **04-03-2025**

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THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

OA NO. 188 of 2025

Bharath Kumar HUF
KLP Abhinandan Apartments Choolai and 2 Others

Applicant(s)

Vs

KJR Studios
Proprietor Mr.Jayaram Kotapadi, Having Office at
No.5, 4th Floor, Rapid Skyline, 8/4, Sri Krishnapuram,
Street, Royapettah, Chennai 600 014.KLP Abhinandan
Apartments Choolai and 3 Others

Respondent(s)

For Applicant(s): Mr.R.Saravanan

For Respondent(s): Mr.Dhanaram Ramachandran
for Mr.T.Praveen

ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act seeking for an order of ad-interim injunction restraining the respondents from releasing the feature film titled AALAMBANA by way of theatrical exhibition in the State of Tamil Nadu or in any other State/area and in the OTT and through the television network or exploitation of any further rights in any medium or technology without settling the dues of the applicants, pending the



arbitral proceedings.

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2. The applicants had entered into a loan agreement dated 18.02.2020 with the respondents 1 to 3. The applicants have lent money to the respondents amounting to Rs.4,50,00,000/- under the aforementioned agreement. Under the agreement, the respondents will have to repay the same with interest. Since the respondents committed default in the repayment of the loan, the applicants issued a notice to the respondents 1 to 3 on 05.03.2022. The respondents have confirmed through their letter dated 05.04.2022 confirming that a sum of Rs.4,50,00,000/- is due and payable by the respondents to the applicants. The cheques issued by the respondents towards repayment of the loan to the applicants have also been returned dishonoured. The dishonoured cheques have also been filed as documents along with this application. The applicant has also initiated prosecution as per the provisions of Section 138 of the Negotiable Instruments Act in respect of the dishonoured cheques against the respondents.

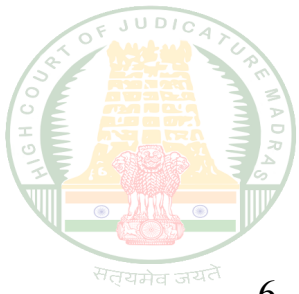
3. Earlier, the very same applicants had filed O.A.No.4 of 2024 before this Court under Section 9 of the Arbitration and Conciliation Act seeking to protect their interest. In the said application, a joint memorandum of compromise was filed between the applicants and the respondents. The Joint Memorandum of Compromise is dated 11.01.2024. In terms of the Joint Memorandum of



Compromise, this Court disposed of the O.A.No.4 of 2024 as per the Joint Memorandum of Compromise as the respondents agreed to pay certain sums of money. According to the applicants, the Joint Memorandum of Compromise has been flouted by the respondents and as on date a sum of Rs.7,75,77,124/- is due and payable by the respondents to the applicants.

4. When the matter came up at the first instance, this Court, ordered notice to the respondents. Today, Mr.T.Praveen, learned counsel undertakes to file Vakalat on behalf of the respondents. On instructions, he would submit that only a sum of Rs.4 Crores is due and payable by the respondents to the applicants but the same is disputed by the learned counsel for the applicants.

5. Learned counsel for the applicants would submit that the amount claimed in this application is the correct amount due and payable by the respondents to the applicants. The movie AALAMBANA is scheduled to be released on 07.03.2025. The same is also not disputed by the learned counsel for the respondents 1 to 3. When the respondents have admitted their liability to the applicants to an extent of Rs.4 Crores and without providing any security pursuant to the filing of an application by the applicants before this Court, the question of allowing the release of the movie AALAMBANA on 07.03.2025 will be detrimental to the interest of the applicants.



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6. Learned counsel for the respondents 1 to 3 has also stated no objection for the grant of order of interim injunction as prayed for in this application.

7. In view of the admitted fact that as on date a sum of Rs.4 Crores is due and payable by the respondents to the applicants and since a prima facie case has been made out by the applicants for the grant of ad-interim injunction as prayed for in this application and the balance of convenience and irreparable hardship has been made out, this Court is granting an order of ad-interim injunction as prayed for in this application. Since the respondents had consented for the grant of ad-interim injunction and the relief as prayed for in this application has been achieved by making the order of interim injunction absolute, this application is allowed as prayed for.

04-03-2025

vsi

To

1. KJR Studios

Proprietor Mr.Jayaram Kotapadi, Having Office at No.5, 4th
Floor, Rapid Skyline, 8/4, Sri Krishnapuram, Street,
Royapettah, Chennai 600 014.KLP Abhinandan Apartments
Choolai

2. Jayaram Kotapadi
Rapid Skyline Royapettah

3. Rajesh Jayaram Kotapadi
Rapid Skyline Royapettah



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4. Koustubh Entertainment
Rapid Skyline Royapettah



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ABDUL QUDDHOSE,J.

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