



WEB COPY

A No. 2590 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-06-2025

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THE HONOURABLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

A No. 2590 of 2025

IN C.S(COMM DIV) NO. 123 OF 2025

Olympia Movies,
Door No 18, Flat No E2,
Vijayaragava Road, T Nagar,
Chennai 600 017.

..Applicant/Defendant

Vs

B. Pradeep,
S/o.Bhagchand, 66/70,
Palani Andavar Koil Street,
Vadapalani, Chennai 600 026.

..Respondent/Plaintiff

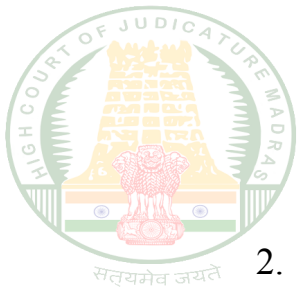
Prayer: Application is filed under Order XIV Rule 8 of O.S.Rules read with Order VII Rule 11 of C.P.C, to reject the plaint in C.S.(Comm. Div.) No.123 of 2025.

For Applicant : M/S.Vijayan Subramanian

For Respondent: M/s.Arun C.Mohan

ORDER

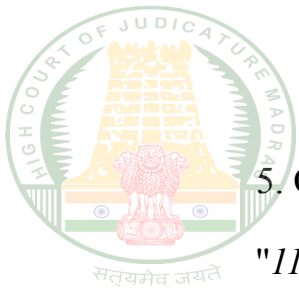
By this application, the defendant seeks rejection of the plaint, both on the ground that the plaint does not disclose a cause of action and on the ground that the suit is barred by law.



2. Learned counsel for the applicant/defendant referred to Clause-7 of film assignment agreement dated 12.09.2022 between the plaintiff and defendant and submitted that the said clause provides for the exclusive jurisdiction of courts in Mumbai in respect of disputes between the parties. By further stating that the plaintiff has challenged the validity of this clause merely to justify the circumvention thereof, he contends that the plaint is liable to be rejected under Order VII Rule 11 (d) of the Code of Civil Procedure, 1908 (CPC).

3. By also referring to the termination clause in the above mentioned assignment agreement, learned counsel submits that the remedies of the plaintiff are specified therein and that the remedies prayed for in the suit and interlocutory application do not fall within the scope of the agreement. Therefore, he contends that the plaint does not disclose a cause of action.

4. In response, learned counsel for the plaintiff submits that the entire cause of action arose within the jurisdiction of this Court and that, therefore, parties cannot confer jurisdiction on a court which otherwise does not possess jurisdiction. He relies upon the judgment of the Supreme Court in *A.B.C. Laminart Pvt. Ltd., and another V. A.P. Agencies, Salem* (1989) 2 SCC 163 in support of this proposition.



5. Order VII Rule 11, CPC reads, in relevant part, as under:

"11. Rejection of Complaint – The complaint shall be rejected in the following

cases-

(a) where it does not disclose a cause of action;

(d) where the suit appears from the statement in the complaint

to be barred by any law."

6. In order to succeed under clause (a) of Order VII Rule 11 of CPC, the defendant should establish that the complaint does not disclose a cause of action. The suit is for recovery of an alleged debt of Rs.1,00,00,000/- (Rupees One crore only), alleged damages of Rs.1,00,00,000/- (Rupees One crore only), and to declare clause-7 of the film assignment agreement dated 12.09.2022 as null and void.

7. The plaintiff has pleaded as under in paragraph Nos.9,12 and 14 of the complaint:

"9. The Plaintiff states that, 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. Additionally, a notice dated 08.03.2024 ("Notice") was addressed to the Defendant terminating the agreement as per Clause 5.1 of



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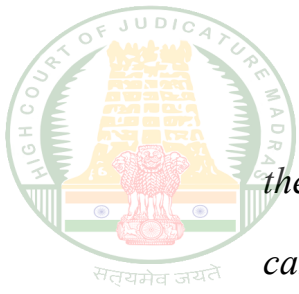
the agreement and consequently calling upon the Defendant to refund the sum of Rs. 1,00,00000/- (Rupees One crore only) paid as consideration under the Assignment Deed along with an interest of 30% per annum from the date of payment till the date of receipt of the same. However, the Defendant has failed to acknowledge or reply to the notice and has not complied with the Plaintiff's request. The Plaintiff states that the Defendant has wantonly avoided the messages, calls and notices from the Plaintiff to evade repaying the amount.

....

12. The Plaintiff states that he had engaged with various technicians and made commitments based on the agreement with the Defendant. 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. 1,00,000/- (Rupees One Crore only) for the purpose of the suit.

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14. The plaintiff submits that as per clause 7 of the Agreement, the parties agreed to subject themselves to the exclusive jurisdiction of Mumbai Courts only. However, it is submitted that the entire cause of action arises in Chennai with



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the Agreement being signed in Chennai, the plaintiff residing and carrying on business in Vadalapani, Chennai within the jurisdiction of this Hon'ble Court, the defendant residing and carrying on business at Kodambakkam, Chennai within the jurisdiction of this Hon'ble court; the subject matter of the Agreement i.e. the assigned film REKLA being a Tamil film was supposed to be released in Chennai and the financial transactions in furtherance to the agreement were in Chennai. In light of the same, it is submitted that, the entire cause of action for the present suit arises in Chennai and in view of the same clause 7 of the Agreement subjecting the parties to the exclusive jurisdiction of Mumbai Courts is not binding and therefore, ought to be declared null and void."

8. On perusal of the above mentioned paragraphs, it cannot be concluded that the plaint does not disclose a cause of action. At this juncture, it is neither necessary nor germane to examine whether the plaintiff would be in a position to establish all elements of the cause of action and succeed on the suit claim. Therefore, the objection on the basis of clause (a) of Order VII Rule 11, CPC is rejected.

9. The objection on the basis of clause (d) of Order VII Rule 11, CPC is made by relying on clause-7 of the assignment agreement, which records that



courts in Mumbai would exercise exclusive jurisdiction.

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10. A clause in a private contract dealing with jurisdiction does not qualify as law. Therefore, the plaint cannot be rejected on the basis of an exclusive jurisdiction clause in a contract.

11. For the reasons above stated, this application is dismissed without any order as to costs.

11-06-2025

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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SENTHILKUMAR RAMAMOORTHY J.

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