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O.A.No.757 of 2025
and Arb.Appln.No.1009 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.07.2025

CORAM :

THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

O.A.No.757 of 2025
and
Arb.Appln.No.1009 of 2025

M/s.ASP Media Solutions,
Rep. by its Proprietor Ms.Anchal Singh
Old No.98, New No.225,
Bharathi Mansion,
Barathi Salai, Royapettah,
Chennai

... Applicant in both applications

Vs.

M/s.Jayakodi Pictures
Rep. by its Proprietor Mr.G.Amalraj,
No.3/16, Annai Nagar,
Udayakoil, Thirumazhisai,
Chennai – 600 124.

... Respondent in both applications

For Applicant	: Mr.P.R.Raman, Senior counsel for Mr.Anupam Raghuraman
For Respondent	: Mr.P.V.Balasubramanian, Senior Counsel for Lakshmi Raja



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COMMON ORDER

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O.A.No.757 of 2025 has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking for an order of interim injunction to restrain the respondent from releasing the movie by the name “BLACKMAIL”.

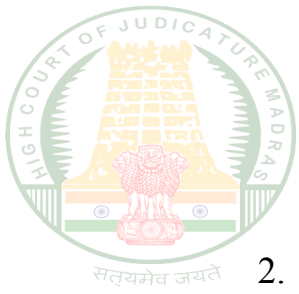
2. Arb.Appln.No.1009 of 2025 has been filed seeking to direct the respondent to furnish security to the extent of Rs.5,94,44,350/- pending disposal of the arbitral proceedings.

3. Since the cause of action for filing the aforesaid applications is one and the same, this Court is disposing of both the applications through a common order.

4. The applicant has filed these applications stating as follows:

a) The sum claimed in the application viz., Rs.5,94,44,350/- arises out of following three agreements entered into between the applicant and the respondent:

1. Agreement dated 25.11.2022;



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2. Agreement dated 01.12.2023; and
3. Addendum agreement dated 01.12.2023

5. The applicant claims to be a financier and according to the applicant, the respondent is the producer of the said movie “BLACKMAIL”. According to the applicant, the respondent has failed to fulfill his obligations as per the aforesaid agreements and without settling the dues of the applicant in terms of the aforesaid agreements, the respondent is now attempting to release the said movie. According to the applicant as per the terms and conditions of the respective agreements, the respondent can release the movie only after settling the dues of the applicant.

6. The learned Senior Counsel for the applicant also claims that in violation of the terms and conditions of the respective agreements, the respondent assigned the copyright of the said movie “BLACKMAIL” in favour of his wife. However, the wife of the respondent has not been arrayed as a party respondent in this application.



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7. The applicant has also stated that the cheque issued by the respondent for a sum of Rs.5,94,44,350/- towards repayment of loan has also been dishonored for “insufficient of funds”. Only under those circumstances, the applicant has filed these applications seeking for an interim protection under Section 9 of the Arbitration and Conciliation Act, 1996 pending disposal of the arbitral proceedings.

8. The learned Senior Counsel appearing for the applicant would submit that the alleged No Objection Certificate said to have been issued by the applicant to Qube Cinema Technologies Pvt. Ltd. (service provider) as seen from the counter filed by the respondent before this Court permitting the respondent to release the movie “BLACKMAIL” is a forged and fabricated document. The learned Senior Counsel appearing for the applicant would also submit that though the agreement stipulates that only a sum of Rs.2,81,00,000/- was lent by the applicant to the respondent, the actual money payable by the respondent to the applicant is Rs.5,94,44,350/-. According to the learned Senior Counsel appearing for the applicant, the said sum of Rs.5,94,44,350/- includes interest payable by the respondent to the applicant as per the terms and conditions of the respective contracts.



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9. Learned Senior counsel appearing for the applicant would also rely upon the reply dated 05.05.2025 alleged to have been sent by the respondent to the applicant and would submit that the respondent has confirmed in the said reply that they shall pay the dues of the applicant after release of the said movie “BLACKMAIL”.

10. On the other hand, the learned Senior counsel appearing for the respondent would submit as follows:

- a) Out of the three agreements relied upon by the applicant two of them admittedly does not contain an arbitration clause. According to him, only one agreement contains an arbitration clause. Therefore, he would submit that this application is not maintainable under Section 9 of the Arbitration and Conciliation Act, 1996.
- b) Learned Senior Counsel appearing for the respondent also drew the attention of this Court to the relevant clause in the agreement dated 01.12.2023 and would point out that only after the release of the subject movie, the revenue sharing ratio (40:60), shall commence and only thereafter, the respondent is liable to pay 40%



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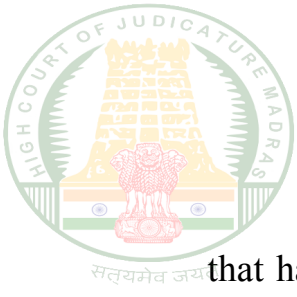


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of the revenue to the applicant. In particular, he drew the attention of this Court to Clause 7 of the agreement dated 01.12.2023 to support the said contention. He would also rely upon Clause 7 and 10 of the Arbitration agreement dated 01.12.2023 to support the very same contention.

11. Learned Senior Counsel appearing for the respondent would also submit that the agreement permits the respondent to assign any right including the copyright in favour of any third party. He would also submit that as per the terms and conditions of the contract, the applicant had agreed to lend further sums of money to the respondent for producing the subject film, but the applicant failed to lend money as promised and therefore, the respondent had to borrow money from third parties.

12. The learned Senior counsel for the respondent also drew the attention of this Court to the No Objection Certificate issued by the applicant to Qube Cinema Technologies Pvt. Ltd.,(Service provider) permitting release of the said movie by the respondent. He would submit



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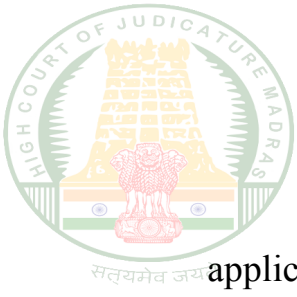
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that having given the No Objection Certificate for release of the subject movie, the present applications are not maintainable and therefore, the applicant cannot seek for an order of interim injunction to restrain the respondent from releasing the subject movie “BLACKMAIL”.

13. The learned Senior Counsel appearing for the respondent would also submit that as per the agreement dated 01.12.2023, the applicant having become a Co-Producer of the subject film cannot seek for an order of interim injunction to restrain the respondent from releasing the subject film.

14. The contentions of the respondent are disputed by the learned Senior Counsel appearing for the applicant. He would reiterate the contentions of the affidavit filed in support of these applications by stating that a sum of Rs.5,94,44,350/- is due and payable by the respondent to the applicant as on date.

15. There are several disputed questions of fact involved as seen from the contentions of both the parties. However, the fact that the



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applicant was originally a financier, who had lent money to the respondent has not been disputed by the respondent, though the respondent has stated that the applicant subsequently became a Co-Producer. The respondent also disputes the claim of the applicant to the extent of Rs.5,94,44,350/- made against the respondent. They have also contended that the cheque, which has been dishonored for a sum of Rs.5,94,44,350/- is an unfilled cheque, which was filled by the applicant to suit his convenience, though the said amount is not liable to be paid by the respondent to the applicant. According to the respondent though a sum of Rs.2,81,00,000/-, is disclosed in the addendum agreement dated 01.12.2023, the said amount was never lent to the respondent. According to the respondent, only a lesser amount was lent by the applicant to the respondent. However, the said contention has been categorically denied by the learned Senior counsel appearing for the applicant, who would reiterate that apart from the sum of Rs.2,81,00,000/- , which is disclosed in the agreement, the applicant had lent further sums of money to the respondent. He also relied upon the averments made in the counter filed by the respondent as well as in the addendum dated 01.12.2023 and would submit that respondent themselves have admitted that a sum of



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Rs.3,00,00,000/- has been repaid by the respondent to the applicant. It is clear that a sum in excess of Rs.3,00,00,000/- was lent to the respondent by the applicant. However, the same is disputed by the learned Senior counsel appearing for the respondent, who would reiterate that only a lesser sum than the sum mentioned in the finance agreement was lent by the applicant to the respondent for production of the movie.

16. As observed earlier there are several disputed questions of fact involved, which cannot be adjudicated in this application under Section 9 of the Arbitration and Conciliation Act, 1996. However, in view of the admitted fact that the applicant had lent certain sums of money to the respondent for the production of the film “BLACKMAIL”, the applicant's interest will have to be protected pending arbitration. The agreement dated 01.12.2023, which has been signed by the applicant and the respondent reveals that a sum of Rs.2,81,00,000/- was lent by the applicant to the respondent for the production of the subject film. The said amount is disputed by the respondent, who claims that only a lesser amount was lent by the applicant to the respondent. The respondent also relied upon the No Objection Certificate dated 31.07.2024 permitting the



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respondent to release the subject movie. However, the applicant has disputed the execution of No Objection Certificate as according to him, the said certificate is a forged and fabricated document. Whether the No Objection Certificate is a genuine document or not cannot be decided by this Court at this stage while hearing an application under Section 9 of the Arbitration and Conciliation Act, 1996. It is for the Arbitrator to adjudicate the same based on the evidence placed on record by the respective parties. Since the applicant has lent the money to the respondent for the production of the subject film, the applicant's interest will have to be protected pending arbitration though not to the extent of the amount claimed by the applicant in these applications.

17. Even though a sum of Rs.2,81,00,000/- is disclosed in the addendum agreement dated 01.12.2023, but in view of the disputed questions of fact as to whether the said amount was actually lent or not, as it is not supported by any clinching evidence before this Court, this court in order to balance equities between the parties and in view of the fact that the applicant has lent certain sums of money to the respondent for production of the subject film “BLACKMAIL” issues the following directions:



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a) The respondent is permitted to release the subject film “BLACKMAIL” on the scheduled date.

b) However, the net revenue generated out of the release of the movie shall be deposited in a joint account to be opened by the applicant, respondent, JDS Film Factory, who is the assignee of the subject film but however it is made clear that the amount to be deposited is capped at Rs.2,50,00,000/-.

c) The respondent is permitted to utilize any amount in excess of the aforesaid amount directed to be deposited by this Court.

d) The applicant shall co-operate with the respondent and JDS Film Factory for the opening of joint bank account and for the effective implementation of this order.

18. With the aforesaid directions, these applications are disposed of.

19. Liberty is granted to the respective parties to approach the arbitral tribunal once the same is constituted to seek for further interim



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ABDUL QUDDHOSE, J.

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reliefs if they so require under Section 17 of the Arbitration and Conciliation Act, 1996.

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