



O.S.A (CAD) No.92 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **02.09.2025**

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THE HONOURABLE MR.JUSTICE **M.SUNDAR**

and

THE HONOURABLE MR.JUSTICE **MUMMINENI SUDHEER KUMAR**

O.S.A (CAD) No.92 of 2025

and

C.M.P.No.21399 of 2025

in

O.S.A (CAD) No.92 of 2025

Ravi Mohan
S/o.A.Mohan

... Appellant

Vs.

M/s.Bobby Touch Gold Universal Private Ltd.,
Rep. by its Director Mr.B.P.Balachandran
No.8, D & E, 8th Floor
Gee Gee Emerald Building
Near Valluvar Kottam High Road
Nungambakkam, Chennai-600 034.

.. Respondent

Original Side Appeal filed under Section 13(1A) of the Commercial Courts Act, 2015 read with Section 37 of the Arbitration and Conciliation Act, 1996 read with Order XXXVI Rule 9 of the O.S. Rules, to set aside the judgment and decree dated 23.07.2025 in Arb.Appl.No.945 of 2025.



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For Appellant : Mr.S.Karthikei Balan
For Respondent : Mr.P.S.Raman
Senior Counsel
instructed by
Mr.Vijayan Subramanian

JUDGMENT

(Order of the Court was delivered by **M.SUNDAR, J.**)

Captioned 'Original Side Appeal' {hereinafter 'OSA' for the sake of brevity, convenience and clarity} is an intra-Court appeal under Section 37 of 'The Arbitration and Conciliation Act, 1996 (Act No.26 of 1996)' [hereinafter 'A and C Act' for the sake of convenience and clarity] read with Section 13(1A) of 'The Commercial Courts Act, 2015 (Act 4 of 2016)' {hereinafter 'CCA' for the sake of convenience and clarity}.

2. Mr.S.Karthikei Balan, learned counsel on record for appellant and Mr.Vijayan Subramanian, learned counsel who has lodged caveat on behalf of sole respondent led by learned Senior Advocate Mr.P.S.Raman are before us.

3. Though the captioned OSA is in the Admission Board, with the consent of learned counsel on both sides, main OSA was taken up.

4. To be noted, this order will dispose of the captioned main OSA by way of a consent order about which there will be allusion



elsewhere infra in this order and therefore, we refrain from detailing or dilating qua facts. However, short facts are necessary to appreciate this consent order and therefore, we set out factual matrix in a nutshell in the next paragraph.

5. Factual matrix in a nutshell is that dispute is between a cinema production house which goes by the name 'Bobby Touch Gold Universal Private Limited' {hereinafter 'production company' for the sake of brevity, convenience and clarity} and 'Mr.Ravi Mohan' {hereinafter 'artist' for the sake of brevity, convenience and clarity}; that it is the case of production company that it had advanced a sum of Rs.6 Crores to artist for having agreed to perform as hero in two cinematographic films to be produced by production company vide an 'agreement dated 24.09.2024' {hereinafter 'said contract' for the sake of brevity, convenience and clarity}; that according to production company, artist has not repaid the sum of Rs.6 Crores in spite of said contract having been terminated; that this lead to disputes between production company and artist; that admittedly there is an arbitration clause in the said contract; that this arbitration clause serves as an arbitration agreement between the production company and artist (to be noted, 'arbitration agreement' within the meaning of Section 2(1)(b) read with Section 7 of



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A and C Act); that owing to eruption of disputes artist triggered the arbitration clause i.e., arbitration agreement by issuing a trigger notice (through lawyer) dated 17.06.2025; that this trigger notice was received by the noticee (to be noted, production company is the noticee) on 19.06.2025; that this 19.06.2025 is the date of commencement of arbitration within the meaning of Section 21 of A and C Act; that the production company sent a reply to the trigger notice being reply dated 27.06.2025; that post commencement of arbitration i.e., commencement of arbitration within the meaning of Section 21 of A and C Act, production company as well as artist moved Section 9 Court by way of two applications each; that all four applications were taken up by Section 9 Court and disposed of by way of a common order dated 23.07.2025; that two applications taken out by production company are Arb.A.No.945 of 2025 seeking to furnish security in a sum of Rs.5.40 Crores and O.A.No.707 of 2025 seeking injunction restraining production of film 'Bro Code' and artist acting in further films; that two applications under Section 9 taken out by artist are Arb. A.No.955 of 2025 with a prayer to furnish security to the extent of Rs.9 Crores and O.A.No.716 of 2025 seeking injunction to restrain the production house from alienating or encumbering the other properties / assets; that two applications taken out



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by artist were dismissed; that order in A.No.945 of 2025 directing

security to be furnished shall hereinafter be referred to as 'impugned

order' for the sake of convenience though all four applications were

disposed of by common order dated 23.07.2025; that as regards two

applications taken out by production company, while O.A.No.707 of

2025 for injunction was closed as not pressed, in Arb.A.No.945 of 2025,

an order directing the artist to furnish security in a sum of

Rs.5,90,06,466/- within four weeks from the date of receipt of copy of

order was made (to be noted, captioned OSA is directed against the order

in Arb.A.No.945 of 2025); that this Court is informed that four weeks

period elapsed on 20.08.2025; that artist, admittedly has not furnished

security and therefore, on 20.08.2025, when the matter was listed before

Section 9 Court for compliance, Section 9 Court recording the obtaining

factual position, granted liberty to production company to file a fresh

application seeking attachment of assets of artist; that on the date of the

impugned order itself, a petition under Section 11 of A and C Act being

Arb.O.P(Com.Div.)No.415 of 2025 was allowed after hearing both sides

i.e., after hearing production company and artist and vide this Section 11

order a former Hon'ble Judge of this Court was appointed as sole

arbitrator and thus 'Arbitral Tribunal' {hereinafter 'AT' for the sake of



brevity, convenience and clarity} stood constituted on 23.07.2025; that

assailing impugned order, artist is now before us vide captioned OSA.

6. Both sides submit that the first sitting of AT is now scheduled on 13.09.2025. Both sides agreed that legal tussle regarding the impugned order and / or any other interim applications can now be decided by AT in exercise of powers under Section 17 of A and C Act. As regards 20.08.2025 order of Section 9 Court is concerned, application for attachment, if any has to be moved by production company only before AT vide Section 17 of A and C Act owing to sub section (3) of Section 9 as AT stood constituted on 23.07.2025 as already alluded to supra albeit attachment sought being not ineffectual qua Section 17. All rights of production company are preserved in this regard. To be noted, 20.08.2025 order of Section 9 Court reads as follows:

'Arb.Appln.No.945 of 2025

ABDUL QUDDHOSE, J.

It is represented by the learned counsel for the applicant that till date, the respondent has not furnished the security as directed by this Court vide order dated 23.07.2025. He also submits that he has been served with the appeal papers, but the said appeal is yet to be numbered. He seeks liberty for the applicant to file an application seeking for attachment of the respondent's



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assets in view of the non-compliance of the order dated 23.07.2025 passed by this Court in this application.

2. Since the respondent has not complied with the directions issued by this Court on 23.07.2025 in this application, liberty is granted to the applicant to file a fresh application seeking for attachment of the respondent's assets.

3. Registry is directed not to list this application any further, since this application has already been disposed of.'

7. As already alluded to supra, AT stood constituted on 23.07.2025 by way of a judicial order made in Arb.O.P(Com.Div.)No.415 of 2025 which is a Section 11 petition. Therefore, in the light of sub-section (3) of Section 9 of A and C Act, if prayer for attachment is not inefficacious qua Section 17 the same has to be moved only before AT. ***Arcelor Mittal*** principle [***Arcelor Mittal Nippon Steel India Limited Vs. Essar Bulk Terminal Limited*** reported in (2022) 1 SCC 712 : (2022) 1 SCC 712] is one where Hon'ble Supreme Court clarified that an application entertained before constitution of AT can either be continued or parties can be directed to approach AT by a Section 9 Court and that bar under Section 3 will apply only post constitution of AT. The same comes into play both as regards impugned



order and intended attachment application.

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8. As regards four weeks time frame fixed in the impugned order, we are informed that the same elapsed on 20.08.2025. This will have no impact as we now make it clear that the time frame for furnishing security (if that be so) will be depending on the order of AT as per the order of disposal of furnish security application by AT. AT shall treat the furnish security application (Arb.A.No.945 of 2025) as an application under Section 17 of A and C Act. It is open to AT to take up any other application which is moved by either parties along with furnish security application (Arb.A.No.945 of 2025) after assigning a fresh number to Arb.A.No.945 of 2025.

9. Solely for the purpose of enabling AT to not to be stifled by judicial order, without expressing any view or opinion on the impugned order, with the consent of both sides, impugned order is dislodged and it is made clear that AT will decide the furnish security application as well as any other application moved by either parties untrammelled or uninfluenced by the impugned order. In other words, the impugned order will neither serve as impetus nor impede the AT. To be noted, this is by consent of both sides.



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10. Captioned OSA disposed of in the aforesaid manner vide

aforementioned consent order, leaving open all questions for both sides to be raised before the AT. Consequently, captioned civil miscellaneous petition has become otiose and the same is disposed of as closed. There shall be no order as to costs.

(M.S.,J.) (M.S.K.,J.)
02.09.2025

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Speaking / Non-speaking order

Index : Yes / No

Neutral Citation : Yes / No



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M.SUNDAR.J.,

and

MUMMINENI SUDHEER KUMAR, J.,

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