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E.P.No.137 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.12.2025

C O R A M

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM
AND

THE HONOURABLE MR.JUSTICE C.KUMARAPPAN

E.P.No.137 of 2025
in Application No.162 of 2016
in I.P.No.25 of 2014

The Official Assignee
 High Court, Madras

... Petitioner / Decree Holder

-vs-

1. S.Arjunlal Sunderdas (Deceased)
 No.23, Anderson Road,
 Nungambakkam, Chennai-600 006.

... 1st Respondent / Insolvent

2. Studio Green, K.E.Gnanavel Raja,
 13/6, Thanikachalam Street,
 Plot No.140, II Floor,
 T.Nagar, Chennai-600 017
 Phone No.96000 71666

No.96/12, VV Kovil Street,
 Thiruvallieswarar Nagar,
 Thirumangalam, Anna Nagar,
 Chennai-600 040.
 Phone No.98849-41039

... 2nd Respondent / Judgment Debtor

Prayer: Petition filed to prohibit the release of the movie "Vaa Vaathiyar" that is set to release on 5th December 2025 and to attach the proceeds of the movie towards satisfaction of the decree amount of Rs.21,78,50,000/- as prayed for under Order 21 Rule 43.

For Petitioner
 For R2

: Ms.A.Janani
 : Mr.C.Manishankar, Senior Counsel
 For Mr.M.Arun



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ORDER

(By.S.M.SUBRAMANIAM,J.,)

The present application has been instituted to prohibit the release of the movie “Vaa Vaathiyar” that is set to release on 05.12.2025 initially and currently on 12.12.2025 and to attach the proceeds of the movie towards satisfaction of the decree amount of Rs.21,78,50,000/- as prayed for under Order 21 Rule 43 of Code of Civil Procedure.

2. The application has been moved by the Official Assignee, High Court, Madras in the execution proceedings in E.P.No.137 of 2025 in A.No.162 of 2016 in I.P.No.25 of 2014. After complete trial, a Decree came to be passed on 29.08.2019 and the 2nd respondent was directed to pay a sum of Rs.10,35,00,000/- with interest @ 18% per annum from 23.12.2013 till date of realization with cost of recovery proceedings. As per the Official Assignee, the property belonging to the 2nd respondent came to be settled by him on 27.05.2022 in the name of his wife to avoid attachment in the execution proceedings.

3. E.P.No.88 of 2022 has been filed to recover the decree amount of Rs.26,34,41,753/- and for attachment of the Bank account and attachment order was passed and lien marked on 13.09.2022. On



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08.09.2022, an Application No.4953 of 2022 was filed for disclosure of assets. However, the 2nd respondent did not disclose the asset as per the form provided under the Code of Civil Procedure. Thereafter, E.P.No.78 of 2023 has been filed to attach movie 'Poly Shetty' and a conditional order was passed, directing the 2nd respondent to deposit a sum of Rs.1,00,00,000/-. Another E.P.No.103 of 2023 was filed for attachment of movie 'Buildup', in which a conditional order was passed by this Court on 10.11.2023 to deposit a sum of Rs.50,00,000/- and the income tax refund amount. E.P.No.26 of 2024 was filed to attach movie 'Rabel' and this Court passed an order on 18.03.2024 to deposit the decree amount. Challenging the said decree order dated 18.03.2024, the 2nd respondent filed SLP No.4094 of 2023, which came to be dismissed by the Apex Court on 02.09.2024. Subsequently, E.P.Nos.64 and 65 of 2024 came to be filed by the Official Assignee to pay proceeds before release of movies 'Thangalaan' and 'Kanguva' and this Court passed an order in the year 2024 to deposit a sum of Rs.1,00,00,000/- each before release of each movie. Subsequently, the matter was taken before the Division Bench of this Court, in which an order was passed on 11.11.2024 to pay a sum of Rs.20,00,00,000/- on or before 13.11.2024. A.Nos.5875 and 5694 of 2024 have been filed to modify the earlier order and an undertaking affidavit was filed by the 2nd respondent that the 2nd respondent is ready and willing for



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one-time settlement. An undertaking affidavit was filed by the 2nd respondent to pay Rs.3,75,00,000/- on 14.11.2024 and thereafter, on 09.12.2024, an affidavit was filed, seeking extension of time to pay the said amount of Rs.3,75,00,000/-, but no time has been mentioned in the affidavit or prayer seeking extension of time.

4. The 2nd respondent filed another Application No.6520 of 2024, seeking extension of time to pay the amount of Rs.3,75,00,000/-, which was dismissed by this Court on 24.01.2025. The Official Assignee was permitted to execute the decree, since one-time settlement offered by the 2nd respondent became lapsed. Finally, Court passed an order on 19.02.2025 to execute the decree, since the entire efforts taken by the Official Assignee to realize the decree amount went in vain. Finally, E.P.No.137 of 2025 has been filed to prohibit the release of the movie “Vaa Vaathiyar” in the year 2025.

5. Ms.A.Janani, learned counsel for the Official Assignee would contend that continuous efforts of the Official Assignee have not been fructified on account of the defiance made by the 2nd respondent in settling the decree amount, despite the fact that execution petitions have been filed and the 2nd respondent gives undertaking before the Court.



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Court has also shown leniency and provided several opportunities to the 2nd respondent to settle the decree amount. In spite of that, the 2nd respondent has not shown any respect or interest in settling the decree amount, but attempting to prolong and protract the execution proceedings and therefore, the present petition has to be considered. She would further contend that one-time offer made by the 2nd respondent before this Court also held lapsed by this Court and therefore, now, the 2nd respondent may not be permitted to settle the amount as per the one-time settlement, which became lapsed and the 2nd respondent is liable to pay the entire decree amount as per the orders of this Court.

6. Mr.C.Manishankar, learned Senior Counsel, assisted by Mr.M.Arun, learned counsel appearing on behalf of the 2nd respondent would oppose, by stating that one-time offer made is to be accepted. That apart, the 2nd respondent is ready to provide an immovable property, situated at Kotagiri, Nilgiri District, as a guarantee. When the Court asked the value of the property, learned Senior Counsel is unable to provide information regarding guideline value. Learned Senior Counsel would submit that the 2nd respondent is a Film Producer and doing business and therefore, some time may be granted to settle the decree amount. The 2nd respondent has to make arrangement to mobilize funds from various



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sources and therefore, the 2nd respondent requires some more time.

Learned Senior Counsel would further submit that initially, the amount of Rs.3,75,00,000/- will be paid within 24 hours from now and regarding the balance decree amount to be settled, the 2nd respondent will provide security of immovable property and admittedly, the immovable property stands in the name of a third party, who is said to be a friend of the 2nd respondent and he is also willing to file an affidavit.

7. This Court has considered the rival submissions of the parties.

8. Whether the statement made on behalf of the 2nd respondent for execution of the decree amount deserves to be considered by this Court or not to be examined in the context of the previous proceedings and the manner in which the Official Assignee has taken the execution proceedings forward to realize the decree amount.

9. At the first instance, in the counter affidavit, the 2nd respondent in Paragraph No.10 has stated that “the finances of third parties are involved in the film and if the release is postponed, their interest would be affected and Mango and Amazon may terminate the agreement for the film ‘Vaa Vathiyaar’, which will put him into irreparable



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loss and damages. Moreover, even Studio Green Films Private Limited produced the film and invested Rs.70 to 80 Crores with third party finances and the advances of the film.” When the 2nd respondent states about his volume of transaction in the film industry, his attempt to postpone the settlement as per the decree, can, at no circumstances, be encouraged.

10. Let us now consider sequences of the orders of this Court in the execution proceedings initiated by the Official Assignee. The Division Bench of this Court by an order dated 11.11.2024 in E.P.No.88 of 2022, 78, 103 of 2023 , E.P.Nos.65 and 26 of 2024 made a finding that the leniency shown to the 2nd respondent / judgment debtor so far believing that he has bonafide intention to discharge the debt if not in full, substantially, appears to be misplaced sympathy and therefore, this Court has no other alternative except to pass inevitable order of restraining the 2nd respondent to release the movie by name ‘Kanguva’ without discharging the decree. An order was passed directing the 2nd respondent to deposit a sum of Rs.20,00,00,000/- on or before 13.11.2024 and thereafter, he shall proceed to release the movie ‘Kanguva’ on condition that he shall render the account for the collection of the movie within one week from the date of release.



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11. The Division Bench again passed an order on 13.11.2024, modifying the earlier order to the effect that “after some deliberation, the Judgment Debtor / applicant has come forward to pay a further sum of Rs.3,75,00,000/- (Rupees three crores seventy five lakhs only) on or before 11.12.2024 to settle the entire claim towards full quit and satisfaction for the decree. For the said purpose, he seeks for modification of the order permitting him to release the movie ‘Kanguva’ tomorrow (i.e) 14.11.2024”. The Division Bench passed further orders on 24.01.2025, recording the earlier orders of this Court and held as follows:

“9. However, there is a complete breach and failure on the part of the Judgment Debtor in complying his undertaking given on oath, which is extracted above.

10. A.No.6520 of 2024 filed seeking extension of time to deposit the money. This Court having found that the Applicant habitually breaches promise and the undertaking given to this Court, is not inclined to extend the time further, but adjourned the matter for further orders.”

Finally, Court, by referring to the earlier observations made in the order dated 12.08.2024, held that “any failure to make such deposit, would entitle an order of injunction to follow, restraining the second respondent or Studio Green Films Private Limited, which is only an alterego of the second respondent created to defraud the decree holder, from releasing the movie ‘Kanguva’. After recording the previous conduct of the 2nd



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respondent / Judgment Debtor, the Court in its order dated 24.01.2025 held that “the proposal of One Time Settlement is held to have lapsed. The concession given to the Judgment Debtor no more holds good. The Decree Holder shall proceed against the Judgment Debtor for recovery of balance amount as per the decree passed.

12. In view of the above order dated 24.01.2025, now the 2nd respondent is estopped from claiming that he will settle the amount of Rs.3,75,00,000/- as per the one-time settlement recorded before this Court. Such concession is not available to the 2nd respondent as of now, since the Court vide order dated 24.01.2025 held that one time settlement is held to have lapsed and the concession given to the Judgment Debtor no more holds good. That apart, the Decree Holder was permitted to proceed against the Judgment Debtor for recovery of the balance amount as per the decree passed by this Court.

13. The above facts and the findings of the Court recorded in various orders would be self-evident and sufficient to form an opinion that the 2nd respondent is not entitled for any further leniency from the hands of this Court. The Official Assignee is bound to settle the Creditors and those Creditors are also longing to realise their money and waiting for several years.



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14. Regarding the prolongation and protraction of execution proceedings and execution of decree, the Hon'ble Supreme Court in the case of **Rahul S.Shah vs. Jinendra Kumar Gandhi**, reported in **(2021) 6 SCC 418** held as follows:

“42.12. The executing court must dispose of the execution proceedings within six months from the date of filing, which may be extended only by recording reasons in writing for such delay.”

15. The above legal proposition has been reiterated again by the Apex Court in the case of **Bhoj Raj Garg vs. Goyal Education and Welfare Society and others**, reported in **(2025) 9 SCC 618** as under:

“2. This means that it becomes the duty of the Execution Court to dispose of the execution proceedings at the earliest and since this Court has directed that the Execution Court must dispose of the execution proceedings within six months from the date of filing, which can be extended only by recording reasons in writing for such delay, this direction is meant to be observed. This would mean that every effort should be made to dispose of the execution petition within the said time limit and the Execution Court should have reasons for not being able to dispose of the execution petition. The Execution Court is duty bound to record reasons in writing when it is unable to dispose of the matter.”

16. The Hon'ble Supreme Court of India elaborately considered the legal proposition regarding the execution proceedings in the case of **Periyammal (Dead) through LRS and Others vs. V.Rajamani and another, etc.,** reported in **2025 INSC 329** and in the said



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judgment, the Apex Court reiterated the principles earlier ruled by the Supreme Court in the judgments cited supra. Paragraph No.75 of the judgment reads as under:

“75. In view of the aforesaid, we direct all the High Courts across the country to call for the necessary information from their respective district judiciary as regards pendency of the execution petitions. Once the data is collected by each of the High Courts, the High Courts shall thereafter proceed to issue an administrative order or circular, directing their respective district judiciary to ensure that the execution petitions pending in various courts shall be decided and disposed of within a period of six months without fail otherwise the concerned presiding officer would be answerable to the High Court on its administrative side. Once the entire data along with the figures of pendency and disposal thereafter, is collected by all the High Courts, the same shall be forwarded to the Registry of this Court with individual reports.”

17. In the present case, except promises, the 2nd respondent / Judgment Debtor has not made any sincere attempt to settle the decree amount. Instead, he is borrowing time by filing counter statement or by giving undertakings. Even the one time settlement recorded by this Court has also not been utilized by the Judgment Debtor and Court held that he is not entitled for any leniency and further, held that one-time settlement also became lapsed.

18. The Official Assignee, in the present case, is struggling to realize the decree amount and has already filed seven execution



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proceedings and collected very small amount from the Judgment Debtor, which is unfortunate. In the opinion of this Court, sufficient leniency has been shown and such leniency has been taken undue advantage by the Judgment Debtor / 2nd respondent. Thus, this Court is not inclined to grant any further time to the 2nd respondent / Judgment Debtor nor his submissions made before the Court can be trusted upon for the purpose of granting time to settle the decree amount.

19. In view of the facts and circumstances, this Court allows the Execution Petition No.137 of 2025 in Application No.162 of 2016 in I.P.No.25 of 2014, by prohibiting the release of the movie “Vaa Vaathiyar” that is set to release on 12.12.2025 or any other date in any form or in any platform through electronic mode, till such time the decree amount is fully satisfied. The ownership and all the rights of the movie also stand attached.

(S.M.S,J.) (C.K,J.)
10.12.2025

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