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A No. 67 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 04-02-2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**A No. 67 of 2026
in C.S.(Comm.Div.) No.274 of 2025**

KRG Studios LLP
No 178, 3rd Floor, 6th Cross, Gandhi
Nagar, Bangalore 560 009

..Applicant(s)

Vs

1.Mr S Thanu
Proprietor M/s.V Creations, No.5, Karpagam
Avenue, 1st Street, Raja Annamalaipuram,
Chennai 600 028.

2.Mr Sudeep Sanjeev
359, 17th Cross, 26th Main, 6th Phase, JP Nagar,
Bengaluru 560 078

..Respondent(s)

PRAYER: Revoke the leave to sue granted in A.No.4880 of 2025 vide order dated 06/10/2025 passed by this Hon'ble Court.

For Applicant(s): Mr. P.S.Raman, Senior Advocate
for M/s.Vijayan Subramanian

For Respondent(s): M/s. K.Harishankar



ORDER

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The plaintiff filed the suit for rendition of accounts, damages and injunctive relief. Such suit was filed after applying for and obtaining leave to sue in A.No.4880 of 2025. The application was allowed by order dated 06.10.2025, which records that part of the cause of action arose at Chennai.

2. The defendants have filed the present application to revoke leave on the ground that no part of the cause of action arose at Chennai and that parties had agreed to the adjudication of disputes by Courts in Bengaluru under an exclusive jurisdiction clause. Learned senior counsel for the first defendant submits that the Memorandum of Agreement (MOA) between the parties was executed on 16.12.2024 on stamp paper clearly procured in Bengaluru. He also points out that the MOA expressly records that it was made at Bengaluru.

3. He refers to a copy of such MOA forwarded by plaintiff's counsel to the first defendant's counsel and points out that the said copy contains clause 12.1. The said clause 12.1 provides that Courts at Bengaluru alone shall have exclusive jurisdiction. Referring to the cause of action paragraph of the plaint, learned senior counsel submits that apart from the reference to clause 12.1, the said paragraph refers to the plaintiff's entitlement under the MOA to receive a



share of revenues. Merely on the ground that revenues were required to be shared with the plaintiff at Chennai, learned senior counsel submits that it cannot be said that a part of the cause of action has arisen at Chennai. He submits that the MOA pertains to a Kannada movie and relates to distribution rights in Karnataka. He contends, therefore, that leave was granted on the misconception that the MOA contained a clause conferring exclusive jurisdiction on Courts at Chennai, whereas, in reality, the MOA conferred exclusive jurisdiction on Courts in Bengaluru.

4. In response, learned counsel for the plaintiff invited my attention to the copy of the MOA filed along with the plaint. He points out that the plaintiff corrected clause 12.1 by scoring out “Bengaluru alone” and recording “Chennai” on the margin along with the signature of the plaintiff. He submits that the MOA was signed by the defendants at Bengaluru and forwarded to the plaintiff at Chennai. While signing the MOA at Chennai, he submits that the correction was made by the plaintiff and that the signed MOA was sent to the defendants at Bengaluru. By referring to clauses 4.2 and 6.4 of the MOA, learned counsel submits that these clauses impose obligations on the distributor and that the obligations are required to be performed at Chennai. Therefore, even *de hors* clause 12.1, he submits that there is *prima facie* evidence that part of the cause of action arose at Chennai.



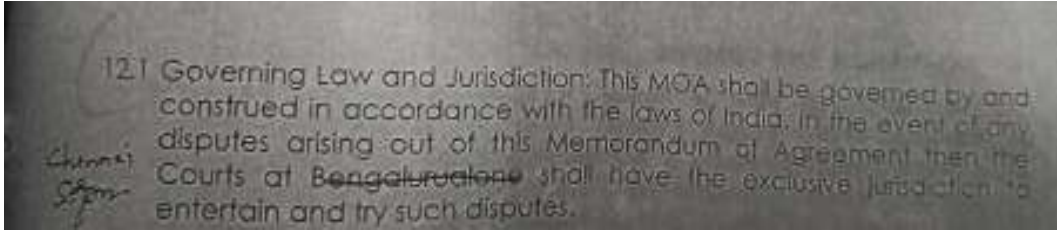
5. An application for leave or for the revocation thereof is required to be determined primarily on the basis of the plaint and documents filed along with such plaint. Reference may be made to the judgment of the Supreme Court in *Indian Mineral & Chemicals Co. and others v. Deutsche Bank* 2004 SCC OnLine SC 677 in this regard. Paragraph 26 of the plaint is as under:

'26. The cause of action for the suit arose in Chennai within the jurisdiction of this Court, where the Plaintiff carries on business and in terms of Clause 12.1 of the MOA, the parties have agreed to submit all disputes to the exclusive jurisdiction of courts in Chennai. The cause of action further arises pursuant to the MOA dated 16.12.2024, entered into between the Plaintiff, 1st and 2nd Defendants and wherein the Plaintiff was due to receive the accounts and his share of revenues in terms of the said MOA, where the 1st Defendant has defaulted in complying with terms of the MOA and thereby committed breach and where the Plaintiff has incurred damages on account of the 1st Defendants breach of MOA, where the Plaintiff caused the issuance of Notices dated 02.06.2025 and 17.06.2025 and replied by the 1st Defendant on 04.07.2025 and Rejoinder Notice issued by the Plaintiff on 17.07.2025, where the 1st Defendant has diverted the monies due to the Plaintiff for his next production, viz., Kannada film titled "Mango Pachcha" and subsequently.'

6. As is noticeable, reference is made to clause 12.1 of the MOA and it is stated that parties agreed to submit all disputes to the exclusive jurisdiction of courts at Chennai. The documents filed along with the plaint include a copy of



MOA dated 16.12.2024. As submitted by learned senior counsel for the first defendant, the document has been executed on non-judicial stamp paper issued by the Government of Karnataka. The first line of the document records that “This MOA is made at Bengaluru on this the 16th day of December 2024”. Clause 12.1 of the copy filed with the plaint is scanned and reproduced below:



7. It appears that line 4 originally contained the words “Bengaluru alone”. The copy filed in Court shows that the words “Bengaluru alone” have been scored off and the word “Chennai” is written on the margin. Beneath the word Chennai is the signature of the plaintiff. The alteration does not contain the counter signature of the first defendant or second defendant. At this juncture, therefore, it is not possible to record any conclusive findings. However, I will proceed on the basis that no exclusive jurisdiction clause was agreed to by both the parties for purposes of deciding this application.

8. The MOA pertains to the grant of distribution rights to the first defendant. The plaintiff has asserted that he is the producer of the cinematographic film MAX in the Kannada language. Under the MOA, a licence is granted on exclusive basis to the distributor for the theatrical



Account Name : V CREATIONS

Account No. : 510909010296438

Bank Name : City Union Bank Ltd

Account Type : Current Account

Branch Name : Thiyagarayanagar

IFSC Code : CIUB0000001"

9. It is noticeable that the producer's share of the net revenue is required to be remitted into the bank account mentioned by the plaintiff with the City Union Bank at T.Nagar, Chennai.



appear to be obligations that are intended to be fulfilled at Chennai. While discussing cause of action in a suit relating to a contract, in *A.B.C. Laminart (P) Ltd. and another v. A.P. Agencies, Salem 1989 SCC OnLine SC 122*, the Supreme Court held at paragraph 15 that “part of the cause of action arises where money is expressly or impliedly payable under a contract”. Thus, it appears that a part of the cause of action has arisen at Chennai even *de hors* clause 12.1. Revocation was not sought on the ground of *forum conveniens*. Consequently, I am not inclined to revoke leave. Hence, the application for revocation is dismissed without any order as to costs.

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SENTHILKUMAR RAMAMOORTHY, J.

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