WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-11-2026

CORAM

THE HON'BLE MR. JUSTICE N. SATHISH KUMAR

AND

THE HON'BLE MR. JUSTICE GK.MUTHUKUMAAR

O.S.A.(CAD)No.133 of 2026
and C.M.P.No.30365 of 2026

CNR: {HCMA012660612026}

Case QR

M/s.TSR Films Private Limited,
Represented by its Authorised Signatory,
Mr.D.Teddy Joshua,
No.2(Old No.2), Lake Area,
First Cross Street, Nungambakkam,
Chennai - 600 034.

..Petitioner(s)

Vs

M/s.Sandhya Theatre,
a proprietary concern of N.K.Janardhan Reddy,
No.145, 7th Main, 5th Block,
Near Good Shepherd School, Jayanagar,
Bangalore - 560 041.

..Respondent(s)

Prayer: Original Side Appeal filed under Section 37(1)(b) of the Arbitration and Conciliation Act, 1996 read with Section 13(1A) of the Commercial Courts Act, 2015, praying to set aside the order dated 16.10.2026 passed in Arb. Appl.No.773 of 2026.

For Petitioner(s): Ms.Yazhini Shanmugam
for D.R. Law Chambers

https://www.mhc.tn.gov.in/judis

WEB COPY

JUDGMENT

(Judgment of the Court was delivered by GK. Muthukumaar, J.)

This Original Side Appeal has been preferred challenging the order dated 16.10.2026 passed in Arb.A.No.773/2026 on the Original Side of this Court.

2. The appellant has preferred the said application under Section 9(1)(ii)(d) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Arbitration Act"), praying for the appointment of an Advocate Commissioner to visit the respondents' premises, including the theatre, auditorium, screen, projector room and any other premises, with police protection, to break open the premises if necessary, seize and take custody of the appellant's equipment and hand over the same to the appellant, pending final adjudication of the dispute between the parties through arbitration.

3. The case of the appellant is that the appellant and the respondent had entered into an agreement dated 21.07.2023 with regard to the provision of Film Projection Services (FPS) by the respondent to the appellant and various incidental and ancillary issues pertaining to the performance of the said agreement. It is the further case of the appellant that, pursuant to the said

https://www.mhc.tn.gov.in/judis

WEB COPY

agreement, various equipment were handed over by the appellant to the respondent and the same has been installed at the respondent's premises and that the respondent had appointed the appellant as its sole theatre advertising consultant. The appellant further states that it had performed its obligations under the agreement by installing the equipment at the respondent's theatre premises on 11.08.2023, pursuant to which the agreement came into operation. However, certain disputes arose on account of the respondent sourcing content from third-party entities for exhibition at its theatre premises, which, according to the appellant, was contrary to the terms of the said agreement. A site inspection conducted by the appellant's engineers at the respondent's theatre premises on 04.09.2025 revealed that the respondent had de-installed the appellant's equipment without any prior intimation and had also installed equipment belonging to a third party at the theatre premises, all of which, according to the appellant, are contrary to and in violation of the agreement between the parties. Aggrieved thereby, the appellant had filed the application seeking for appointment of an Advocate Commissioner to take back the appellant's equipment from the respondent.

4. The case of the respondent, as evident from the counter affidavit filed in the said application, is that the present application praying for the appointment of an Advocate Commissioner is an abuse of process of law by the appellant. According to the respondent, the agreement is determinable even at

https://www.mhc.tn.gov.in/judis

WEB COPY

the instance of the respondent, as evident from Clause 13 of the said agreement. That apart, the respondent denies the various averments made by the appellant. The respondent also denies the appellant's averment that it is the owner of the theatre and states that it is only an exhibitor and not the owner. The respondent further states that the said agreement is merely an agreement for Film Projection Services with regard to the services offered by the appellant at the respondent's premises and, therefore, denies all contrary averments made by the appellant. That apart, the respondent has specifically denied the supply of various equipment by the appellant, except for one projector. The respondent, therefore, sought the dismissal of the application.

5. Upon considering the pleadings of both parties and hearing the respective counsel, the learned Single Judge was pleased to dismiss the appellant's application seeking appointment of an Advocate Commissioner, which has led the appellant to prefer the present appeal.

6. This appeal was listed for admission today. Ms. Yazhini Shanmugam, Learned Counsel for the appellant, would submit that the present application has been filed by the appellant seeking to take back the equipment supplied by the appellant to the respondent under the said agreement. She would further submit that an application under Section 11 of the Arbitration Act for the appointment of an Arbitrator is also pending before this Court.

https://www.mhc.tn.gov.in/judis

WEB COPY

7. Upon considering the submissions of the Learned Counsel for the appellant and the materials on record, we find that various disputed factual issues pertaining to the coming into force of the agreement, the nature and extent of supply of equipment by the appellant to the respondent, and the provision of services arise for consideration in this appeal. We find that these disputed questions of fact can only be determined upon evidence of parties being let in, upon arbitration.

8. Since various disputed question of facts are involved, we therefore find that it would only be just and proper to determine the rights of the parties under the said agreement, as well as the nature and extent of performance thereunder, upon adjudication of the dispute through arbitration.

9. We take note of the fact that the application under Section 11 of the Arbitration Act pertaining to the appointment of an Arbitrator is also pending before this Court. Therefore, in the aforesaid circumstances, we find that the Learned Single Judge was right in dismissing the appellant's application for the appointment of an Advocate Commissioner, and hence, we find no infirmity in the order under appeal.

https://www.mhc.tn.gov.in/judis

WEB COPY

10. For the aforesaid reasons, we find no merit in this appeal and, accordingly, dismiss the same at the admission stage itself. We leave it open to the appellant to pursue the application under Section 11 of the Arbitration Act and to agitate all its grievances in the arbitration proceedings, in which event, the same shall be heard and decided by the learned Arbitrator uninfluenced by the observations made in this order. All grounds of contest including the present are left open. Consequently, the connected Civil Miscellaneous Petition is closed. No costs.

(N.S.K.,J.) (G.K.M.,J.)
10-11-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

PAM

https://www.mhc.tn.gov.in/judis

WEB COPY

N.SATHISH KUMAR, J.
AND
GK.MUTHUKUMAAR, J.

PAM

O.S.A.(CAD)No.133 of 2026
and C.M.P.No.30365 of 2026

10-11-2026

https://www.mhc.tn.gov.in/judis