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A No. 5475 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12-01-2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**A No. 5475 of 2025
in
C.S.(Comm. Div) No.10 of 2025**

1. M/s.Gemini Film Circuit,
Rep. By its Partner C.Kishore Kumar
S/o.Radhakrishnan, No.28, New Bangaru
Colony, West K.K.Nagar, Chennai-600 078.
2. C. Kishore Kumar
S/o.Late Mr.C.H.N.
F-1, Surya Apartments, 8/10, Central Avenue
Road, Kodambakkam, Chennai-600 024.
3. M/s.Genimi FX, Represented by its Partner,
No.28, New Bangaru Colony,
West K.K.Nagar, Chennai-600 078.

..Applicant(s)/1st, 4th &
5th defendants

Vs

1. M.Uttamchand
S/o.Moolchandji
2. Manohar Prasad
S/o.Anand Babu
3. K.V.Rajesh
S/o.Radhakrishnan
4. M/s.Qube Cinema Technologies Private Ltd.
Rep. by its Director

..Respondent(s)/2nd, 3rd

& 6th defendants

PRAYER: Judge's summons filed under Order XIV Rule 8 of O.S.rules read with Order VII Rule 11 of CPC praying to pass an order rejecting the plaint filed in C.S.(Comm. Div) No.10 of 2025, award costs to the applicant and thus render justice.

For Applicant(s):	Ms.Shubharanjani Ananth
For Respondent(s):	Mr.PL.Narayanan, Senior Advocate for M/s.E.Hariharan for R1/Plaintiff Mr.R.Karthikeyan for R2 & R3 No appearance for R4

ORDER

Defendants 1, 4 and 5 have filed this application for rejection of the plaint. Learned counsel for the applicants has raised two grounds for rejection of the plaint. The first ground of rejection is that the plaintiff did not comply with the requirements of pre-institution mediation under Section 12A of the Commercial Courts Act, 2015 ('Commercial Courts Act'). In support of this contention, learned counsel referred to paragraphs 6 and 11 of the plaint to contend that the plaintiff was aware about the first defendant's intention to release the movie on 08.07.2024, but chose to institute the suit on or about 07.01.2025. According to learned counsel, this establishes that the plaintiff instituted the suit belatedly solely with a view to circumvent the requirements of pre-institutional mediation. Reliance was placed on the judgments of the Hon'ble Supreme Court in *Patil Automation Private Limited and Others v. Rekheja Engineers Private Limited*, (2022) 10 SCC 1 and *Yamini Manohar v.*



T K D Keerthi 2023 SCC Online SC 1382 ('Yamini Manohar'). As regards the latest judgment in *Novenco Building and Industry A/s v. Xero Energy Engineering Solutions Private Ltd. & Another 2025 LiveLaw (SC) 1027* ("Novenco"), learned counsel submits that the Hon'ble Supreme Court held that the plaintiff should show a real need for urgent interim intervention in order to bypass the requirement of pre-institution mediation.

2. The second ground raised by learned counsel is that several of the suit documents are fabricated. By referring to paragraph 4 of the affidavit in support of the application, learned counsel submits that the documents relied on in the plaint are fabricated and that this would be evident even on prima facie examination thereof.

3. In response to these contentions, learned senior counsel for the plaintiff referred to paragraph 7 of the plaint to contend that the plaintiff was constrained to institute the suit without opting for pre-institution mediation upon coming to know that the movie is scheduled for release on 12.01.2025. He also submits that the necessity to approach the Court without opting for pre-institution mediation has been explained at paragraph 8 of the plaint. As regards the allegation of fraud, learned senior counsel contends that such allegations must be established by the applicants at trial and cannot be the basis for an application to reject the plaint.



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4. The second ground of the applicants, i.e. that the plaintiff has relied on fabricated documents, is dealt with first. An application for rejection of plaint under Order VII Rule 11 of the Code of Civil Procedure, 1908 (the CPC) is intended to be decided on the basis of statements made in the plaint. In fact, it is necessary to proceed on the basis that the statements made in the plaint are correct for such purpose. The allegation that the plaintiff has fabricated documents cannot be a ground for rejection of the plaint under Order VII Rule 11 of the CPC. Hence, this contention is rejected.

5. Turning to the contention on the basis of Section 12A of the Commercial Courts Act, the said provision makes pre-institution mediation mandatory unless the suit contemplates urgent interim relief. In *Yamini Manohar*, the Hon'ble Supreme Court concluded that the Court plays a role in determining whether the suit contemplates urgent interim relief. The relevant part of the judgment is set out below:

“.... The words ‘contemplate any urgent interim relief’ in Section 12A(1) of the CC Act, with reference to the suit, should be read as conferring power on the court to be satisfied. They suggest that the suit must “contemplate”, which means the plaint, documents and facts should show and indicate the need for an urgent interim relief. This is the precise and limited exercise that



the commercial courts will undertake, the contours of which have been explained in the earlier paragraphs). This will be sufficient to keep in check and ensure that the legislative object/intent behind the enactment of Section 12A of the CC Act is not defeated”.

6. In *Novenco*, the Hon’ble Supreme court re-visited the matter and formulated principles for adjudication of such application in paragraph 20 of the judgment. With regard to the lapse of time between the discovery of infringement and filing of the suit, it was held, in relevant part, as under:

“....The High Court has proceeded on the premise that lapse of time between the appellant’s discovery of infringement and filing of suit negated the element of urgency. Such an approach, in our considered view, is contrary to the principles laid down by the decisions of this Court.”

7. In the case at hand, the plaintiff initially became aware of the intention of the applicants to release the movie from the paper publication issued on 08.07.2024. Thereafter, the plaintiff asserts that a first copy assignment was made in favour of the plaintiff. According to the plaintiff, in breach of such assignment, the applicants/defendants decided to release the movie on 12.01.2025. The relevant pleading at paragraph 7 is as under:

“7. The Plaintiff states that when there is a first copy assignment in favour of the Plaintiff, the Plaintiff again stumbled upon a poster in “x” social media platform declaring the release



date of the suit film as 12.01.2025.”

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8. In paragraph 8 of the plaint, it is stated that the suit would become infructuous if the plaintiff were to resort to pre-institution mediation. Applying the test formulated in *Yamini Manohar* and *Novenco*, it cannot be concluded that the suit does not contemplate urgent interim relief.

9. For these reasons, this application is dismissed without any order as to costs.

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SENTHILKUMAR RAMAMOORTHY, J.

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