



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-02-2026

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 1463 of 2025

1. S Chandraprakash Jain
S/o.G.Sampath Raj
No 21/9, Cenotaph Road, Second
Lane, Alwarpet, Chennai

Applicant(s)

Vs

1. M/s GOD Pictures
rep by its Proprietor and Director,
Prabhu Solomon, No.57, 2nd
street, Valasaravakkam,
Chennai 600 093.

2.Gemini FX
Rep. By Its Authorized Signatory,
Having Office At No 28, New
Bangaru Colony, West K.K.
Nagar, Chennai.

3.Pen India Private Limited,
Represented By Its Authorised
Signatory Mr. Vishal Lahu Rane,
Having Its Reg Office At Pen
House, Asha Colony, Juhu Tara
Road, Juhu, Mumbai 400 049 (3rd
Respondent Impleaded As Per
Order Dt 14.11.2025 In
A.no.5656/2025)



Respondent(s)

PRAYER

Arbitration Application filed under Section 9 of the Arbitration and Conciliation Act, 1996 praying to grant an ad interim injunction restraining the respondents from distributing and releasing the movie Kumki 2 pending determination of the final arbitration.

For Applicant(s): Mr. K.Vijayaragavan
For Mr.K.Dhananjayan
Respondent(s):

ORDER

When the matter came up for hearing on 12.11.2025, this Court passed the following order:-

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996, [for brevity 'the Act'] seeking an order of interim injunction restraining the respondents from distributing and releasing the movie "Kumki 2" pending determination of the final arbitration.

2. Heard Mr.Abudu Kumar Rajaratnam, learned Senior



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Counsel for applicant and carefully perused the materials available on record.

3. The applicant is doing finance business and mainly providing finance towards film production. The first respondent is the Director of the film, who had previously directed the movie “Kumki” and he is presently producing and directing the movie “Kumki 2”. The second respondent is the visual effects company, which has given a confirmation letter dated 23.07.2018 to the applicant in respect of the movie.

4. The first respondent previously directed the Tamil movie “Kumki” in the year 2012. Thereafter, the first respondent started producing and directing the movie “Kumki-2” for which the first respondent required financial facilities. Hence, the first respondent approached the applicant seeking for financial assistance to the tune of Rs.1,50,00,000/- (One Crore and Fifty Lakhs only). They entered into a finance agreement dated 25.07.2018 and as



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per this agreement, the applicant had lent a sum of Rs.1,50,00,000/-, which will carry interest at 24% p.a.

This amount is supposed to be repaid along with interest on or before six months from the date of the agreement or 7 days prior to the general release of the movie, whichever is earlier. The first respondent has also undertaken not to release or commercially exploit the movie in any manner without repaying the loan amount to the applicant. The confirmation letter to that effect was also obtained from the second respondent on 23.07.2018.

5. The first respondent failed to repay the loan within the time stipulated under the agreement and ultimately, both parties arrived at a settlement whereby the first respondent agreed to pay a sum of Rs.2,50,00,000/- for the amount that was financed by the applicant and the first respondent also reiterated that this amount will be settled ten days before the release of the movie and gave a further assurance that without settling the dues, the first respondent will not release the movie nor will allow



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anyone to release the movie prior to settling dues. The Application No.1463 of 2025 grievance of the applicant is that the first respondent, in complete disregard to the agreement, is taking steps to release the movie “Kumki2”. It is under these circumstances, the present application came to be filed.

6. A prima facie case has been made out by the applicant and the balance of convenience is in favour of the applicant since if the applicant is not given interim protection and the movie is released, the applicant will not be able to recover the amount. If the movie is released, the applicant will also be put to irreparable loss and hardship. In view of the above, there shall be an order of interim injunction as prayed for till 03.12.2025.

7. Notice to the respondent returnable by 03.12.2025. Private notice is also permitted. The applicant shall comply with Order XXXIX Rule 3 CPC. List this case on 03.12.2025.



2. The matter was once again listed for hearing on 14.11.2025 and the following order came to be passed by this Court:-

Mr.Vijay Narayan and Mr.ARL.Sundaresan, learned Senior counsels appearing for the applicant-Pen India Private Limtied in the Impleading Application in Arb.Appl.No.1463 of 2025, seek permission of this court to get impleaded and to vacate the interim injunction ordered by this court dated..12.11.2025 in Arbitration No.1463 of 2025.

2. This Impleading Petition is ordered as prayed for. Pen India Private Limited shall be impleaded as 3rd respondent in Arb.Appln.No.1463 of 2025.

3. The contentions advanced by Mr.Vijay Narayan, learned Senior counsel appearing for the newly impleaded respondent / Respondent No.3 are as follows:

(A) The applicant who is a Financier for the movie “Kumki 2” entered into an agreement viz., Film Line-Production and Direction Agreement dated 10.06.2017 with GOD pictures, Proprietor viz., Prabhu Solomon who is the



Director of film Kumki 2.

(B) In the Finance Agreement dated 25.07.2018 entered into between the 1st respondent viz., M/s.GOD Pictures rep by its Proprietor and Director Prabhu Solomon and the applicant viz., Chandraprakash Jain [Applicant in Arb.Appl.No.1463/2025], the 1st respondent has stated that he is the Director and Producer of the Movie Kumki 2 (Production No.3) which is found in the typed set of papers filed in the application. In the said agreement, the 1st respondent in clause 13 had invoked the clause of referring any dispute arising from and out of the said agreement to arbitration under a sole arbitrator to be mutually appointed under the Arbitration and Conciliation Act, 1996 and the venue of arbitration is fixed at Chennai. Therefore, a Personal Guarantee was given by the 1st respondent -Prabhu Solomon, Director, on behalf of GOD Pictures Director, who is the 2nd respondent in Arb.App.No.1463 of 2025. The personal guarantee executed by the 2nd respondent acknowledges that the agreement may be amended from time to time by the



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parties thereto without recourse to him and was agreed that no such amendment shall release the Guarantor from his liability under the Guarantee either in whole or in part.

(C) Based on such guarantee given by the 1st respondent and thereafter, by a letter dated 17.12.2020 issued by the 1st respondent in favour of the applicant in Arb.Appl.No.1463 of 2025 viz., Chandraprakash Jain, a sum of Rs.1,50,00,000/- was advanced. Thereafter on 15.04.2023, the applicant -Film producer and financier addressed a letter to the 1st respondent Prabhu Solomon, informing that based on a mutual agreement entered into between them, a sum of Rs.1,50,00,000/- was paid to the 1st respondent. Again, by a letter dated 18.04.2023, the 1st respondent addressed to the applicant and reiterated that he will settle the amount as agreed between them before the release the movie Kumki 2 and that he will settle the amount as agreed and further assure that without settling the dues, he will not release the movie nor allow anyone to release the movie prior to settling the dues.



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(D) Based on the above communications, the advertisement came to be published on November 5, 2024 that Kumki 2 will be released on November 14, 2025.

(E) It is further represented that Jayantilal V.Gada is the Chairman and Managing Director for Pen India Limited and advertised for release on November 14, 2025 world wide. The said advertisement would go to show that 9 days to go for release of Kumki 2.

(F) Mr.Vijaya Narayan and Mr.ARL.Sundaresan, learned senior counsels contended that the 1st respondent was made to believe that the applicant who is the Director and producer of the movie, received a sum of Rs.1,50,00,000/- by way of various arrangements and settlements are due between the applicant and the 1st respondent.

(G) Learned Senior counsel further submitted that on 10.06.2017, an agreement was entered into between the PEN India Limited who are the producers of the film (Impleading applicant) and GOD Pictures / 1st respondent. In the said agreement, in Clause 2, the 1st respondent was referred as GP/Director/Line-Producer. Mr.Vijay



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Narayan, learned Senior counsel explained to the court that Line-Producer will coordinate and facilitate all the arrangements for the smooth shooting of the film and so the term is classified as Line-Producer.

(H) In the said agreement dated 10.06.2017, the producer in Clause 5 has specifically state that PEN is the sole Producer of the Film and will hold all rights in the Film to be produced hereunder and will be the author in Arb. Appln. No.1463 of 2025 thereof and first owner of copyright therein. GP (God Pictures) will carry out the line-production for the Film for Pen and will direct the Film. GP will have no rights in the Film whatsoever, except the right to receive remuneration for its services as Line Producer and Director for the Film, as provided herein.

(I) Learned Senior counsel further pointed out that as per the agreement, in Clause 5 speaks about Intellectual Property Rights stating that the Film shall be owned solely by Pen and Pen shall be the sole owner of the Intellectual Property Rights and all other Rights, including



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underlying rights in the Film and all future rights as the author of the Film and the first owner of copyright therein in perpetuity throughout the world.

(J) The learned Senior counsel would further point out that under Clause 3 Direction and Production Services, under sub-clause 3.3, 3.4 and 3.5, it is stated that GP hereby agrees that PEN shall have a right to appoint one Executive Producer (“Pen EP”) on the Film and the EP shall at all times have access to the sets. The said agreement was signed by Jayantilal Gada For PEN and by Prabu Solomon Producer for GP.

(K) In the above said agreement, First amendment agreement was entered into with the producer Pen India Limited and the 1st respondent GOD Pictures and further the impleading applicant Pen India Limited is the Producers of the film.

(L) The learned senior counsel further contended that the Censor Certificate was issued to film Kumki 2 for which application was filed by M/s.PEN India Limited, Mumbai



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and Censor Certificate was issued on 20.06.2025. The production from thereafter only reflects the name of the producer viz.,PEN India Pvt Ltd, Mumbai.

(M) The learned senior counsel pointed out that when the Censor certificate was issued in the name of PEN India Limited, which is the important factor for the film, it is clear that the impleaded applicant is the producer of the film and the certificate reflects the name of the impleading applicant only. When the Producers name reflected in the Censor Certificate, any other claim or issues are to be adjudicated before the Arbitration Authority at the time of Arbitration Proceedings.

4. Mr.Abudu Kumar Rajartnam, learned Senior counsel for the applicant in Arb.App.No.1463 of 2025 submits that everything emanated only from 2nd respondent who had entered into agreement with the applicant -Chandraprakash Jain on 25.07.2018, where he has projected himself as Producer/Director for the Film and thereby, the applicant parted Rs.1,50,00,000/- with 24% interest and thereafter, a Personal Guarantee was given by



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the 2nd respondent-GOD Pictures. Based on the said Personal Guarantee, Gemini FX, the 2nd respondent in Arb.App.1463 of 2025 communicated a letter to Applicant (Chandraprakash Jain) dated 23.07.2018 with reference to Kumki 2 (Production No.3). The contents of the said letter is as follows:

“ We are in receipt of a letter dated 23/07/2018 from M/s.God Picturesinforming us therein that they have entered into a finance arrangement with you by creating the first and paramount charge over Negatives (both Picture and Sound) of the above film with Commercial, Theatrical exhibition rights throughout the World including India in all dimensions of Scope, 35mm, 16mm, 8 mm, Audio, Video, VCD, DVD, DTH, LCD, LD, CD, Cable TV, Internet, SMS (audio and video messaging), portal, terrestrial, airborne, sea, surface, railborne, transport, telephony, mobile phone, Blueray, satelite broadcasing, Doordarshan channels, electronic and electric media rights and remaking and dubbing



rights in all other languages as security in your favour.

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Therefore they thereby have irrevocably requested us to confirm the above charges in your favour and also to confirm.

..... We hereby confirm that we have made a note of the above and would act accordingly. However, this confirmation is subject to our first and paramount charge and possessory lien with absolute rights of alienation over the Negatives, Positives including all Broadcasting Rights..... ”

5. Based on the above letter dated 23.07.2018, the applicant claimed that the assurance given by the 2nd respondent-GOD Pictures should repay the amount with interest and that unless repayment of the loan is forthcoming, he will ensure that the movie will not be released.

6. Mr.P.V.Balasubramanian, learned Senior counsel for



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the 2nd respondent-M/s.GOD Pictures contended that firstly, the documents relied on by the Applicant is disputed. Secondly, the agreement dated 25.07.2018 entered into between the applicant and the 2nd respondent and also the Personal Guarantee dated 25.07.2018 and the letters of correspondence between the applicant and the 2nd respondent dated 17.12.2020, 15.04.2023, 18.04.2023 are also disputed. He would further contend that as the dispute is raised with regard to agreement entered into between the applicant and the 2nd respondent with regard to false claim made by the applicant saying is parted only at the instance of the 1st respondent and based on the Personal Guarantee entered into between them, the said amount was given to the 1st respondent in the capacity of the Director and producer of the said movie.

7. Mr.P.V.Balasubramanian, learned Senior counsel for the 2nd respondent/GOD Pictures further contended that there is no necessity for him to enter into the agreement with the applicant when the entire movie is financed by the



proposed impleaded applicant viz., Pen India Limited.

The 1st respondent has not disputed the agreement dated 10.06.2017 who is the Producer of the Film Kumki 2 and coupled with the fact that the Censor Certificate stands in the name of the Producer Pen India Limited. The learned Senior counsel would further state that the above said disputed facts are to be proved only during arbitral proceedings.

8. Heard the submissions made on both sides and perused the records.

9. The 1st respondent, without going into the agreement dated 10.06.2017 entered into between him and the Pen India Limited (now impleaded 3rd respondent) disputed the agreements entered into with applicant. In such circumstances, this court, by order dated 12.11.2025 in the Arb.Application moved by the applicant granted interim injunction from distributing and release the movie “Kumki 2.” Therefore, the 2nd respondent-M/s.GOD Pictures shall



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*deposit a sum of Rs.1,00,00,000/- [Rupees One crore only]
to the credit of Arbitration Application No.1463 of 2025
before the Registry, within three weeks from today.*

10. The 2nd Respondent specifically admitted that he has entered into agreement with the impleaded applicant producer viz., Pen India Limited\ impleaded 3rd respondent in Arb.App. dated 10.06.2017 and also admitted that the movie was about to be released on 14.11.2025.

11. Mr.Abudu Kumar Rajaratnam, learned Senior Counsel and Mr.M.Suresh, are concerned only in respect of the pending payment issue with regard to the 1st respondent.

12. Further, the 2nd respondent-GOD Pictures had written a letter dated 23.07.2018 to the 3rd respondent-Gemini stating that he had received payment from the Financier (Applicant) and therefore, the Negative rights will be



withheld by him.

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13. It is made clear, that the Producer viz., the newly impleaded 3rd respondent is the Producer of the film Kumki 2 and the Censor Certificate also stands in the name of the said producer viz., Pen India Private Limited (Respondent No.3). Therefore, the impleaded 3rd respondent-PEN India Private Limited shall not give effect to the letter dated 23.07.2018 given by the 1st respondent -Chandraprakash Jain.

14. In the light of the above observations, I am of the considered view that there is no impediment for the release of the said movie.

15. Post the Arbitration Application for hearing on 08.12.2025.

3. The matter was thereafter listed for hearing under the caption for reporting compliance since it was informed to this Court that the 1st respondent is making necessary arrangement for funds. When the matter was taken up for hearing today, a joint



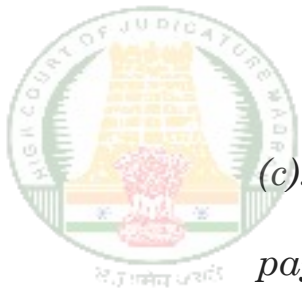
memorandum was filed by the applicant and the 1st respondent, which has been signed by both parties and their respective counsel.

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4. The relevant terms of agreement are extracted hereunder:-

(a) The Ist Respondent has paid a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) on 08.01.2025 and a further sum of Rs.5,00,000/-(Rupees Five Lakhs only) on 26.01.2025, which amounts have been duly received and acknowledged by the Applicant.

(b). The 1st Respondent on 25.02.2026 has paid a further sum of Rs.85,00,000/- (Rupees Eighty-Five Lakhs only) to the Applicant by way of Demand Draft vide DD No: 166502, dated: 19.02.2026, drawn on State Bank of India, Koyambedu Branch, Chennai, towards part satisfaction of the agreed settlement amount.



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(c). *The 1st Respondent hereby agrees and undertakes to pay the outstanding sum of Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lakhs only) to the Applicant. Whereas, such payment shall be made on or before one (1) week from the date fixed for the theatrical release of the forthcoming movie tentatively titled as "Mambo", directed by Mr. X Prabhu @Prabusolomon, produced by Kaja Mydeen under the banner of Roja Combines, starring Vijay Sri Hari and Yogi Babu, with music composed by D. Imman, whichever is earlier.*

d. *The said payment shall be made without any default or delay, and time shall be of the essence in respect of the aforesaid obligation.*

e. *The 1st Respondent has, on this day, issued a signed post-dated cheque in favour of the Applicant, bearing Cheque No..*

f. *783950, for a sum of Rs. 1,50,00,000/-(Rupees One Crore and fifty Lakhs only drawn on State Bank of India,*



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Koyambedu Branch, Chennai, towards discharge of the outstanding liability under this Memorandum. Wherein, the 1st Respondent hereby expressly authorises and empower the Applicant to fill in the date in the cheque, corresponding to the date fixed for the theatrical release of the forthcoming movie tentatively titled as "Mambo", and to present the cheque for encashment and collection.

g. The 1st Respondent hereby assures and undertakes that the said post-dated cheque shall be duly honoured on presentation on their respective cheque dates, without any default or delay and also undertakes that sufficient funds shall be maintained in the 1 Respondent's concerned bank account for the aforesaid purpose.

h. In the event of dishonour of any of the aforesaid cheques or failure to comply with the payment terms stipulated herein, the 1st Respondent shall be solely liable for the legally enforceable debt, and the Applicant shall be at liberty to initiate appropriate civil and/or criminal, any



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legal proceedings against the 1st Respondent in accordance with law, without any further reference to the 1st Respondent.

i. It is mutually agreed between the Applicant and 1st Respondent that the above payment terms and conditions shall be strictly complied with, without any deviation or violation. In case of any default in payment of the Cheque bearing Cheque No. 783950, for a sum of Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lakhs only), drawn on State Bank of India, Koyambedu Branch, Chennai. The Applicant shall be entitled to claim and recover forthwith the entire outstanding sum of Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lakhs only) from the 1st Respondent, together with interest at the rate of 24% p.a., from the date hereof until the date of full and final realisation, without prejudice to any other remedies available in law.



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J. The parties agree that this compromise is entered into voluntarily, without coercion or undue influence, and shall be binding on all parties and their successors and assigns.

5. Recording the above, this application is disposed of in terms of the joint Memorandum dated 26.02.2026. No costs.

26-02-2026

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



To

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