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O.A.No.562 of 2023

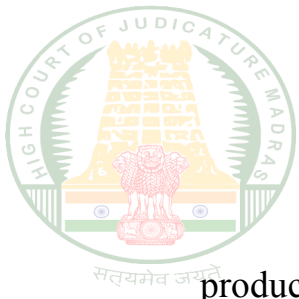
O.A.No.562 of 2023 & A.No.3179 of 2023
in C.S.No.109 of 2023

K.KUMARESH BABU,J.

These applications have been taken out seeking for an interim injunction restraining from in any manner whatsoever releasing the film titled as “Maamannan” without completing the shooting schedule and dubbing of the film titled as “Angel” and also for interim direction to direct the 1st respondent/ defendant to complete the shooting and dubbing of the film titled “Angel” so as to enable the applicant/ plaintiff to release the film.

2.Heard Mr.T.Thiageswaran, learned counsel for the applicant and Mr.R.Vivekananthan, learned counsel for 1st respondent and Mr. N.R.Elango, learned Senior Counsel for Mr.M.V.Vijaya Baskar for 2nd respondent.

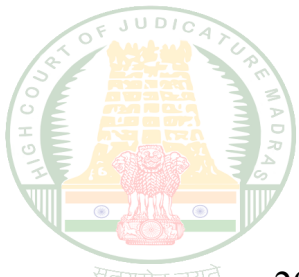
3.Mr.T.Thiageswaran, learned counsel appearing on behalf of the applicant would submit that applicant is engaged in the business of film



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production and had produced various Tamil Cinematographic films and is a Proprietor of an established banner and has got a very good reputation in the film industry. He would submit that the applicant had entered upon an agreement with the third party for directing a film that is titled as “Angel”, in which the 1st respondent herein was to feature as a lead hero. He would submit that the arrangement between the applicant and the 1st respondent was an oral arrangement and that an amount of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) was to be paid a remuneration to the 1st respondent. He would also submit that a sum of Rs.30,00,000/- (Rupees Thirty Lakhs) had been paid to him as part payment. The shooting was scheduled and would submit that 80% of the work is over and what is left out was the scenes which would have to be shot to fill up certain gaps and dubbing as regards to the 1st respondent. The 1st respondent had been elected as a Member of the Legislative Assembly during the election conducted in the year 2021 and that he had also been appointed as a Minister for Youth Welfare and Sports Development of Tamil Nadu in the



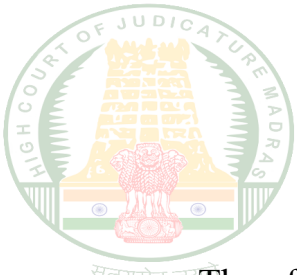
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year 2022. On his appointment, the 1st respondent had made a declaration in public that “Maamannan” will be his last film which would only mean that he would not act any further film. He would submit that the film “Angel” is in finishing stage and if the 1st respondent did not complete the film, the applicant will suffer heavy loss which have been to a quantified to Rs.25,00,00,000/- (Rupees Twenty Five Crores) for which an alternative prayer has been sought for in this Court.

4.He would submit that the completion of the film had come to a stand still due to the advent of pandemic and thereafter, in spite of repeated reminders and requests, the 1st respondent had neglected to complete his part of performance of the oral arrangement. He would further submit that the 2nd respondent had produced the film in which the 1st respondent had acted and if that is injuncted from being released, subject to the 1st respondent completing his part of obligation, it would not only save the reputation of the applicant but also would financially benefit not only the applicant but also various persons who are involved in the film industry.

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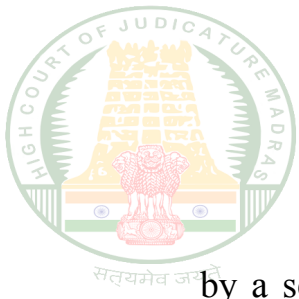
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Therefore, he would pray this Court to grant an order of injunction as well as a mandatory direction.

5.Mr. N.R.Elango, learned Senior Counsel appearing on behalf of the 2nd respondent would submit that “Maamannan” film, had not been produced by the 2nd respondent. The 2nd respondent is a Private Limited Company. He would submit that the said film had been produced by a partnership firm which resembles the name of the 2nd respondent. He would further submit that having an apprehension that the plaintiff may approach this Court for an ex-parte interim relief, the said Partnership had filed a caveat before this Court. He would therefore submit that the 2nd respondent, who is a Private Limited Company would not be a proper and necessary party to the adjudication of the lis.

6.Further, he would submit that the Red Giant Movies, a partnership firm had engaged the 1st respondent in a lead role in the film “Maamannan”,

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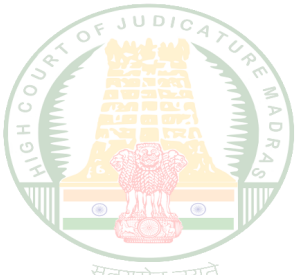
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by a separate arrangement between them. He would submit that what the applicant now seeks is to enforce an oral arrangement by compelling the 1st respondent to complete his part performance of the said oral arrangement and is attempting to stall the independent arrangement that had been entered upon by the 1st respondent and the Red Giant Movies, a partnership firm. Therefore, he would submit that such an injunction should not be entertained and should be rejected.

7.Mr.R.Vivekananthan, learned counsel appearing for 1st respondent would submit that he admits to the arrangement between the applicant and the 1st respondent. He would submit that a remuneration of Rs.1,25,00,000/- was fixed, but the 1st respondent had been paid only Rs.5,00,000/- and he would submit that in spite of the non-payment of the balance amount he had performed his part of the contract and according to him, only the dubbing portion alone is pending. He would further submit that the statement made by the second respondent is that he will not act any future films, as he is

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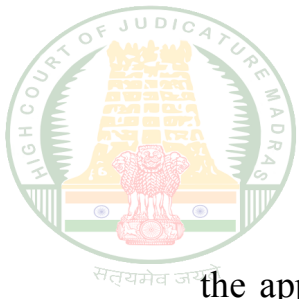
sworn-in as a Minister, but it would not include the dubbing.

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8.He would further draw my attention to the plaint filed by the applicant and submit that applicant had sought for an alternative relief of Rs.25,00,00,000/- as compensation, if the first respondent failed to perform his part of obligation as alleged by the applicant. Therefore, he would submit that there is no necessity to grant mandatory injunction also has prayed for, his response to the injunction.

9.The learned counsel appearing for the second respondent would submit that the applicant cannot be permitted to derail an independent agreement that had been entered upon by the first respondent and the Red Giant Movies partnership firm.

10.In reply to Mr.T.Thiageswaran, the learned counsel appearing for



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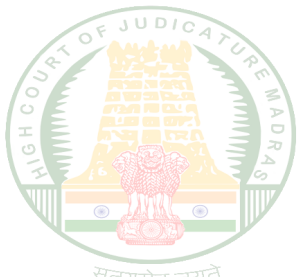
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the applicant would submit that Red Giant Movies a partnership firm had been converted to private limited company that is why he had in his plaint as well as in the application indicated the second respondent as Red Giant Movies, now known as Red Giant Movies, a Private Limited Company. He would also further submit that the applicant is willing to deposit the entire remuneration excluding a sum of Rs.5,00,000/- which has been admitted to by the first respondent, but without prejudice to his right of claim of payment of Rs.30,00,000/-

11.Mr.N.R.Elango, the learned Senior counsel for the second respondent would contend that it is not a correct fact and would submit that there exist a partnership firm and a Private Limited Company sharing the same name Red Giant Movies, which are two different entities. He would submit that the composition of the partnership firm and the composition of the Private Limited company, are not the same.

12.I have considered the rival submissions made by the learned

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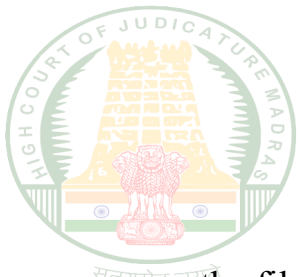
counsel for their respective parties and perused the materials placed on record.

13. First I shall deal with the application seeking for an injunction to release the movie titled “Maamannan”.

14. Even though the applicant had not made a prayer seeking for a specific performance of the oral arrangement, the applicant had made a prayer seeking for a mandatory injunction to direct the first respondent to complete the film titled “Angel”, by performing his part of role offered in the said film.

15. He had also sought for a permanent injunction from releasing the film without the first respondent completing the film titled “Angel”. From the pleadings of the respective parties and from the arguments made by the respective counsels, it could be seen that the first respondent had entered upon an agreement for the film titled “Angel”, and he also seems to have entered into an agreement with the Red Giant Movies a partnership firm for

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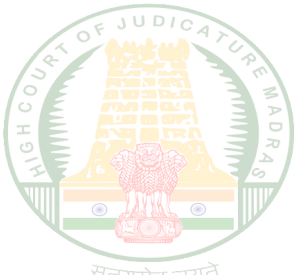
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the film titled “Maamannan”. These are two independent agreements where the common person is the first respondent. According to the applicant it is fault on the part of the first respondent in not completing the film titled “Angel” for which he had an agreement with the applicant. Now what he seeks by way of interim injunction is to restrain the third party who had an independent arrangement/agreement with the first respondent to release the film titled “Maamannan”.

16.I am afraid that to implement an agreement entered into between two parties, an injunction could not be granted of an agreement entered between two other persons just because one of the party to both the agreement is the same person. I would understand if the agreements are interlinked or subject to one other, it is not the case of the applicant that the two independent agreements are either interlinked or subject to one other. When that be so, this Court cannot entertain an injunction against the third party from implementing their agreement entered upon with the same

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person with whom the applicant had entered into an agreement.

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17. Now coming to the next application, an application seeking for a direction to direct the first respondent to complete the shooting and dubbing of the film titled “Angel”. It is seen from the admitted pleadings, the applicant himself is in due of nearly 65% of the remuneration agreed to between the applicant and the first respondent. The first respondent however had denied the fact of receipt of Rs.30,00,000/- and he had specifically pleaded that he had been paid only Rs.5,00,000/-.

18. The prayer in the present application is also the prayer in the main Suit, but however with an alternative relief of Rs.25,00,00,000/- as compensation. The applicant himself has admitted in the project of the film titled “Angel”, expenditure is Rs.13,00,00,000/- and expects a sum of Rs.12,00,00,000/- as project which would entitle him for a compensation of Rs.25,00,00,000/- from the first respondent.

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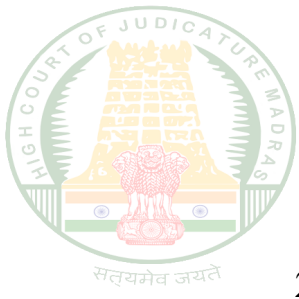


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19.The learned counsel appearing for the first respondent during the course of his arguments as qualified the statement relied upon by the learned counsel for the applicant by stating that the first respondent would not act any film after “Maamannan”, which does not mean that he would not complete his performance for dubbing and other activities in the films, which he had earlier acted. It is for the applicant to approach the first respondent to seek his consent for completing the film. If he refuses to complete his part of performance, it does not mean that the applicant is without any relief for the simple reason that he himself had sought for an alternative prayer of compensation of Rs.25,00,00,000/- for the loss that is incurred by the plaintiff. In view of the non-performance and refusal for completing the shooting schedule and dubbing of the film titled as “Angel” so as to enable the plaintiff to release the said film. Therefore, I am not inclined to grant the direction sought by the applicant.

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20.In fine, these applications are dismissed. However, there shall be

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no order as to costs.

28.06.2023

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index :Yes/No

Internet:Yes/No

Note:Issue order copy today.



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