



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (L) NO.24805 OF 2023
IN
SUIT (L) NO.24788 OF 2023

Nawasuddin Nawabuddin Siddiqui ...Applicant
vs.
Anandita Studios Private Limited and Ors. ...Respondents

Mr. Sunil Kumar i/b. Kumar and Associates for Applicant/Plaintiff.

Mr. Hiren Kamod, Counsel Mr. Anees Patel, Mr. Ravindra Suryawanshi, Ms. Tanvi Nandgaonkar, Mr. Krunal Mehta, Mr. Archis Bhatt i/b. Bar & Brief Attorneys, Advocate for the Defendant No.2.

CORAM : S. M. MODAK, J.

DATE : 06th SEPTEMBER 2023

P. C. :-

1. Heard learned Advocate for the Plaintiff/Applicant and learned Advocate for Defendant No.2. Pending the declaratory suit and money claim, this Interim Application is moved asking for two reliefs:

- (i) To direct the defendants to pay and deposit an amount of Rs.5,07,00,286/- and other outgoings;
- (ii) The Defendants may be restrained from releasing the

Film “HADDI”. The present Applicant has a lead role.

2. Defendant No.2 is served and there is a request to grant time to file reply. Defendant No.1 is served on their office. However, office was closed. Affidavit of service is filed.

3. There is an FIR registered at M.I.D.C. Police Station on 19th July 2023 by Deven Bafna against in all, three named and other unknown persons who are the directors of Defendant No.1. It is submitted that the Directors of Defendant No.1 are not traceable. Considering these facts, the Plaintiff has to take steps for service of Defendant No.1.

4. The learned Advocate pressed for ad-interim relief in terms of prayer clause (a). He invited my attention to various documents :

(a) Artist Agreement in between Plaintiff and Defendant No.1;

(c) Recital (B), (C) and Clause No.3 of the agreement.

(b) Draft of First Amendment Agreement incorporating the Plaintiff, Defendant No.1 as parties and thereafter, also adding Defendant No.2 as one more party.

6. The draft suggests that this Amendment Agreement is in addition to the Artist Agreement. Clause No.3 is not acceptable to the plaintiff. It exonerates the Defendant No.2 from any liability

whereas, recital (C) shows that payment of balance unpaid consideration will be made by Defendant No.2 to the Artist.

7. There are various correspondence from page no.54 onwards.

8. On the basis of these correspondence, it is submitted that ad-interim relief be granted in terms of prayer clause (a).

9. Learned Advocate for Defendant No.2 submitted that in fact, his client is also astonished after receiving the notice of the Interim Application. It is for two reasons; one is present Plaintiff is also acting in other productions at the instance of Defendant No.2 and in fact, on 3rd September 2023, there was a meeting in between the respective representatives on the issues and they were discussed. The claim of the amount is under dispute. So today, I do not find any extreme urgency to pass any ad-interim relief. It is proper to give an opportunity to Defendant No.2 to file affidavit-in-reply. Three weeks' time is granted. Rejoinder, if any, be filed one week thereafter.

10. Stand over to 10th October 2023.

11. Ultimately, if the Court will issue direction in terms of prayer clause (a), the Defendants have to obey that direction.

[S. M. MODAK, J.]