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C.S.No.59 of 2021
and
A.Nos.3685 and 3686 of 2022
A.No.3534 of 2023 and A.Nos.3205 to 3208 of 2023

P.T.ASHA, J.,

The 1st defendant had appeared in person before this Court. Mr.Arvind Pandian, learned Senior counsel for the 1st defendant would submit that this Court had passed the order dated 08.09.2023 on the basis that a sum of Rs.15,00,00,000/- (Rupees Fifteen Crores only) had not been deposited and further the affidavit disclosing the assets both movable and immovable, encumbered or un-encumbered along with the proposal to secure the suit claim has not been filed into Court as undertaken by the 1st defendant.

2. It is his contention that the deposit of the sum of Rs.15,00,00,000/- (Rupees Fifteen Crores only) has been modified by the Division Bench by holding that in the event of the amount not being paid, then there would be an injunction against the 1st defendant



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from in any manner releasing in cinemas or OTT platforms or in any mode whatsoever all or any of the feature films/ film projects produced or financed by the 1st defendant in any manner whatsoever, pending disposal of the suit. Therefore, he would submit that the Division Bench had in his wisdom modified the order of the learned Single Judge in order to protect the interest of both the plaintiff as well as the defendant. However, he fairly conceded that apart from the movie "Chakra" there is no other movie which has been produced or financed by the 1st defendant. The movie "Chakra" is also the subject matter of another suit.

3. The learned counsel for the 1st defendant would also submit that on 26.08.2022, when he had appeared before this Court, the balance in the Bank Account of the defendant was only a sum of Rs.91,940.30/-. No doubt, the defendant has only produced one bank account statement before this Court and the sum of Rs.1,00,00,000/-

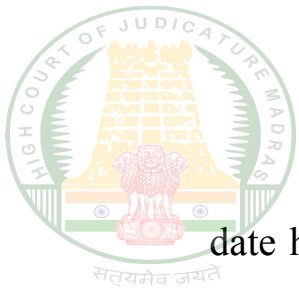


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has come subsequently and not at a time when he appeared before this Court. The Court does not wish to go into the correctness or otherwise of this submission at this stage.

4. The bottom-line of the arguments of the learned counsel for plaintiff is that the amounts that they have financed have to be secured. The learned counsel would submit that the 1st defendant who has received over Rs.40 Crores from the films he has acted/produced so far not a single penny has been given to the creditors. The 1st defendant has offered the OTT and Satellite Rights of the film "Chakra" to the plaintiff. A submission on instructions has been made that the plaintiff can take over the distribution of the OTT as well as Satellite Rights and the money could be realised by them. The learned counsel for the plaintiff requested time to get back on this offer.

5. Meanwhile, taking note of the fact that the 1st defendant to



date has not filed the affidavit as directed by this Court and continues

to be in default, the following directions are issued to the 1st

defendant:-

a) The 1st defendant shall produce the Bank Statement in respect of all the banks in which he holds account either in his name or in the name of any concerns in which he has interest from 01.01.2021 to 13.09.2023.

b) The details of the movable and immovable assets with the documents of title shall be produced by the defendant.

c) The 1st defendant shall also give a road map as to how he proposes to settle the dues to the plaintiff. A schedule of repayment can be made.

d) It is also seen that the defendant has entered into an agreement



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with the 2nd Garnishee/ Stone Bench Creations Private Limited to act in the movie which is now tentatively titled "Vishal 34" and for a total remuneration of Rs.8,00,00,000/-, a sum of Rs.5,40,00,000/- has already been received by the 1st defendant which is inclusive of TDS. A sum of Rs.2,60,00,000/- remains payable which is also inclusive of TDS. This amount shall be deposited as and when it is due by the 2nd Garnishee to the credit of C.S.No.51 of 2021.

These directions are issued also on account of the fact that the 1st defendant seems to be modifying his stand in each counter.

6. On the earlier occasion, namely, on 08.09.2023, this Court had passed an order of injunction restraining the release of the movie "Mark Antony,". It is informed to the Court that the 1st defendant has only acted in the said movie and he is neither the producer nor the financier of the said movie. That apart, the Producer of that movie has



already paid to the 1st defendant a sum of Rs.6,00,00,000/- in two installments as follows :-

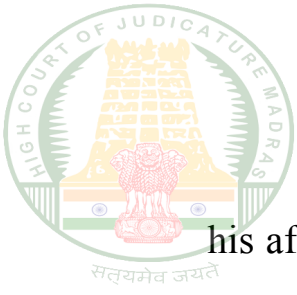
(i) On 26.08.2021. Rs.1,00,00,000/- was paid.

(ii) On 20.09.2021, Rs.5,00,00,000/- was paid.

Despite receiving the above sums, the 1st defendant has not taken steps to settle his dues.

7. Considering the fact that the Producer of the movie "Mark Antony" is not a party to the present lis pending before this Court and they have made the payment to the 1st defendant, the order of injunction granted earlier on 08.09.2023 in **A.Nos.3205 and 3207 of 2023**, stands discharged.

8. The presence of the defendant is dispensed with for the present. It is made clear that if at any point in time it is brought to the notice of the Court that the 1st defendant has misled the Court through



his affidavit, the Court shall initiate proceedings for perjury against the
1st defendant.

9. Considering the fact that the parties are present before the Court, they shall not await the furnishing of the certified copy of the order for complying with the above directions of this Court.

10. Post the matter on 19.09.2023.

12.09.2023

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12.09.2023