

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
NOTICE OF MOTION (L) NO.53 OF 2017
IN
COMMERCIAL SUIT (L) NO.57 OF 2017**

Wadia Movietone Private LimitedPlaintiff

Vs.

Vishal Bharadwaj and Ors.Defendants

Mr. Navroz Seervai, senior advocate a/w. Mr. Sharan Jagtiani, Mr. Astad Randeria, Mr. Ankit Lohia, Ms. Arti Raghavan, Ms. Priyanka Khimani, Mr. Aasif Navodia, Ms. Ridhika Luthria and Mr. Rohit Lalwani i/b. Khimani and Associates for the applicant/plaintiff.

Mr. Virag Tulzapurkar, senior advocate a/w. Mr. Sanjay Kadam, Ms. Apeksha Sharma, Ms. Monica Datta, Mr. Sanjeel Kadam and Mr. Akshay Ahluwalia i/b. Kadam and Co. for the defendants nos.1 and 7.

Dr. Virendra Tulzapurkar, senior advocate a/w. Mr. Ashish Kamat, Mr. Deepak Enakphale and Ms. Sayalee Rajpurkar i/b. Murudkar and Co. for the defendant no.2.

Mr. Ravi Kadam, senior advocate a/w. Ms. Tanmayee Gadre, Mr. Ameet Naik, Ms. Madhu Garodia and Mr. Rahul Mehta i/b. Naik Naik and Co. for the defendant no.3.

Mr. Ravi Kadam, senior advocate a/w. Mr. Rohan Kadam i/b. Mr. Mohanish Chaudhari for the defendant nos.4 and 5.

Mr. Cyrus Ardeshir a/w. Mr. Rahul Dwarkadas and Mr. Yuvraj Choksy i/b. Veritas Legal for the defendant no.6.

CORAM : K.R.SHRIRAM, J.

DATE : 23rd/24th/27th FEBRUARY, 2017

PC.:

1 The matter was argued at length over 2 ½ days. After the parties concluded their arguments at 1.00 p.m. today, the court adjourned to the chamber to deliberate whether ad-interim relief of injunction on the release of the feature film “RANGOON”, as prayed for by the plaintiff,

should be granted. At that time the court informed the counsel that it will reassemble at 5.00 p.m. to pronounce its views.

AT 5.00 P.M.

2 I pronounced that I am inclined to grant injunction in favour of the plaintiff against the release of the movie “RANGOON” but if the defendants gave an undertaking to furnish on or before 4th March, 2017 a bank guarantee of a nationalised bank in the sum of Rs.2 crores together with interest thereon at 10% p.a. in favour of the Prothonotary and Senior Master, High Court, Bombay as per the format maintained by the Prothonotary and Senior Master, then I would not pass the order of injunction.

3 Mr. Ravi Kadam, senior counsel, agrees and undertakes on instructions, without prejudice to their rights and contentions in the notice of motion as well as in the suit, they will furnish such a bank guarantee within the time prescribed.

In view thereof, I am not passing an order of injunction against the release of the movie “RANGOON”.

4 The defendant nos.1,2 and 3, jointly and/or severally, to furnish, on or before 4th March, 2017 a bank guarantee of a nationalised bank in the sum of Rs.2 crores together with interest thereon at 10% p.a., initially for a period of one year and to be renewed year to year until the

hearing and final disposal of this notice of motion and for two months thereafter, in the format maintained by the Prothonotary and Senior Master of this court. If not furnished, the injunction in terms of prayer clause-(b) will get triggered.

5 So far as defendant no.6 is concerned, the statement of Mr. Seervai that he is not seeking any reliefs against defendant no.6 in this notice of motion and as it appears today, there is no breach by defendant no.6 of the confidentiality agreement is noted.

6 Should the defendants wish to file affidavit in reply to the notice of motion, they may do so and also serve a copy thereof within four weeks from today. Response affidavit, if any, to those affidavits to be filed and copy served within three weeks thereafter.

7 The notice of motion be listed in due course.

8 Within three weeks, all office objections in the notice of motion and plaint to be removed and numbered.

24th FEBRUARY, 2017

9 As it was not clear who would be furnishing the bank guarantee, the matter was placed today for directions. Mr. Ravi Kadam, senior counsel stated that the bank guarantee will be given by defendant no.2, viz., Nadiadwala Grandson and the CEO of defendant no.2 –

Mr. Rakesh Malhotra was present in court and stated that he was making this statement on instructions from Mr. Rakesh Malhotra. The undertaking of Mr. Rakesh Malhotra for himself as well as on behalf of the company, defendant no.2 that they will furnish the bank guarantee as mentioned above is accepted and so ordered.

Therefore, in paragraph 4 above it is clarified that it will be defendant no.2 who will be furnishing the bank guarantee.

27th FEBRUARY, 2017

Not on board. Upon mentioning taken on board.

10 All the counsel agree that no reasons be given for this order. It is also made clear that at the time of hearing the notice of motion, the parties will be heard afresh and the observations made in paragraph 2 will not be kept in mind while deciding the notice of motion.

(K.R. SHRIRAM, J.)