

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
APPEAL (L) NO. 490 OF 2015**

The Bombay Film Company & Anr. .... Appellants

V/s

Ms. Jyoti Kapoor & Ors. .... Respondents

**WITH  
APPEAL (L) NO.501 OF 2015**

Mr. Kunal Kohli & Anr. .... Appellants

V/s

Ms. Jyoti Kapoor & Ors. .... Respondents

Mr. Venkatesh Dhond, Senior Counsel with Ms. Vanditta Malhotra Hedge, Saijo Mathew i/b M/s Singh & Singh & Malhotra for the Appellants in Appeal (L) No.490 of 2015 and for Respondent Nos. 3 & 4 in Appeal (L) No. 501 of 2015.

Dr. Virendra Tulzapurkar, Senior Counsel i/b Ravina Rajgopal for the Appellants in Appeal (L) No.501 of 2015 and for Respondent Nos. 3 and 4 in Appeal (L) No.490 of 2015.

Mr. Shyam Mehta, Senior Counsel with Mr. Rahul Ajatshatru i/b Anand & Anand for Respondent Nos. 1 and 2.

Mr. Jamshed Mistry with Malvika Galra i/b ALMT Legal for Respondent No.5.

**CORAM: V. M. KANADE &  
B. P. COLABAWALLA, JJ.**

**DATE: 2<sup>nd</sup> July, 2015**

**ORDER: (Per V.M. Kanade, J.**

1. Both these appeals can be disposed of by a common order since the Appellants in both these appeals are challenging the impugned order passed by the learned Single Judge. Appeal (L) No.490 of 2015 is filed by original Defendant Nos. 5 and 4 and other Appeal viz Appeal (L) No.501 of 2015 is filed by other Defendants. By the impugned order dated 19/05/2015 passed in Notice of Motion (L) No.490 of 2015 in Suit (L) No.176 of 2015, the learned Single Judge was pleased to grant ad-interim injunction in terms of prayer clause (a) of the Notice of Motion, restraining release of Hindi Film 'Phir Se', produced by the Appellants.

2. Brief facts which are relevant for the purpose of deciding these appeals are as under:-

3. For the sake of convenience, parties shall be hereinafter referred to as Plaintiffs and Defendants.

4. The 1<sup>st</sup> Plaintiff is a film and screen writer by profession. Some time in 2010, she conceptualized the plot and story line of a new and original story and it was registered with Film Writers Association ('FWA'), Mumbai in 2010. After the first draft of the screen play was prepared in 2011, it was registered with FWA. The 1<sup>st</sup> Plaintiff was introduced to 1<sup>st</sup>

Defendant. There was preliminary correspondence through e-mail and the complete screenplay of 'R.S.V.P.' which was a title of the story given by Plaintiff No.1 was shared with Defendant No.1. Thereafter, again, on 21/01/2013, Defendant No.1 in the meeting offered to acquire rights to make a cinematograph film of 'R.S.V.P.' screenplay. There were several rounds of negotiations. However, ultimately, these negotiations failed and, thereafter, Plaintiff No.1 went to another producer. Plaintiff No.2 herein agreed to produce the feature film and a formal agreement dated 13/06/2014 was entered into between the Plaintiffs.

5. In the meantime, Defendant Nos. 1 and 2 also started production of a film which was titled 'Phir Se' and the first poster release of the film was published in Bombay Times on 13/10/2014 and thereafter several stories appeared in various medias, giving broad story line of the said film.

6. On 20/2/2015, Plaintiff Nos. 1 and 2 filed a suit and took out Notice of Motion, seeking ad-interim and interim reliefs. The film of Defendant No.1 and Defendant No.2 was scheduled to be released on 22/05/2015. An application was made by the Plaintiffs for ad-interim relief before the court on 09/05/2015 and, on 19/05/2015, the learned Single Judge was pleased to grant an order of injunction restraining the Defendants from releasing the film. Being aggrieved by the

said order, Defendants have preferred these appeals.

7. Before we take into consideration the rival submissions, it is necessary to reiterate the settled law in respect of interference by the appellate court in an appeal filed under section 15 of the Letters Patent Act. Law on this point has been succinctly considered and laid down by the Apex Court in *Wander Ltd and Another vs. Antox India P. Ltd.*<sup>1</sup> and the Apex Court has observed in para 14 as under:-

“14. The appeals before the Division Bench were against the exercise of discretion by the Single Judge. In such appeals, the appellate court will not interfere with the exercise of discretion of the court of first instance and substitute its own discretion except where the discretion has been shown to have been exercised arbitrarily, or capriciously or perversely or where the court had ignored the settled principles of law regulating grant or refusal of interlocutory injunctions. An appeal against exercise of discretion is said to be an appeal on principle. Appellate court will not reassess the material and seek to reach a conclusion different from the one reached by the court below if the one reached by that court was reasonably possible on the material. The appellate court would normally not be justified in interfering with the exercise of discretion under appeal solely on the ground that if it had considered the matter at the trial stage it would have come to a contrary conclusion.

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1 1990(Supp) SCC 727

If the discretion has been exercised by the trial court reasonably and in a judicial manner the fact that the appellate court would have taken a different view may not justify interference with the trial court's exercise of discretion. After referring to these principles Gajendragadkar, J. in Printers (Mysore) Private Ltd vs. Pothan Joseph (1960) 3 SCR 713 : AIR 1960 SC 1156 : (SCR 721).

“..... These principles are well established, but as has been observed by Viscount Simon in Charles Osenton & Co. v. Jhanaton [1942 AC 130] ‘...the law as to the reversal by a court of appeal of an order made by a judge below in the exercise of his discretion is well established, and any difficulty that arises is due only to the application of well settled principles in an individual case.”

The appellate judgment does not seem to defer to this principle.”

It is therefore well settled that where discretion has been exercised by the Trial Court reasonably and in a judicial manner, the appellate court should not interfere with the trial court's exercise of discretion except where the appellate court comes to the conclusion that the discretion is shown to have been exercised arbitrarily, or capriciously or perversely or where the court had ignored the settled principles of law regulating grant or refusal of interlocutory injunctions.

8. Keeping in view the aforesaid principles, we now proceed to consider the rival submissions.

9. Plaintiffs have filed a suit, alleging infringement of copy right of Plaintiff No.1 and for breach of confidentiality and are seeking the following reliefs:-

“(a) pass a decree in the nature of a perpetual injunction restraining the Defendants, jointly and severally, by themselves or acting through any person from producing, promoting and publicizing, releasing, communicating to the public and exploiting the impugned film titled “**Phir Se**” or under any other name;

(b) pass a decree in the nature of a perpetual injunction restraining the Defendants, jointly and severally, by themselves or acting through any person from infringing the copyright of the Plaintiffs in any manner, and

(c) pass a decree in the nature of a perpetual injunction restraining the Defendants, jointly and severally, by themselves or acting through any person from infringing the Author's Special Rights, or the “moral rights” of the 1<sup>st</sup> Plaintiff in any manner; and

(d) pass a decree in the nature of an injunction directing the Defendants, jointly and severally, to deliver all versions of script/literary work in respect of the infringing the film “**Phir Se**” and of cinematograph film that infringes the copyright of the 1<sup>st</sup> Plaintiff

in her original work "**R.S.V.P.**" and from dealing in the same in any manner;"

10. The suit was filed on 20/02/2015. The film was scheduled to be released on 22/05/2015. The learned Single Judge has not given a finding regarding breach of copy right of Plaintiff No.1. He, however, has proceeded to grant an order of injunction on the ground that there was a breach of confidentiality.

11. Mr. Dhond, the learned Senior Counsel, appearing on behalf of Defendant Nos. 5 and 4 submitted that the theme of the film was already in public domain and there were number of dissimilarities in both the scripts. He submitted that even the learned Single Judge had given a finding to that effect. He submitted that having so held that there were dissimilarities, the learned Single Judge had erred in then proceeding to grant injunction on the ground of breach of confidentiality. He invited our attention to paras 9, 11 and 12 of the impugned order, after taking us through the entire order. Secondly, he submitted that Plaintiff No.1 had approached this Court just before the film was about to be released and this dis-entitles the Plaintiffs from claiming injunction, restraining the Defendants from releasing the film. Thirdly, he submitted that Defendant No.1 had offered to deposit an amount of Rs 30 lakhs in this Court, so that in

the event Plaintiffs succeed in the suit, Plaintiff No.1 could be adequately compensated. He submitted that, in fact, in the agreement allegedly executed between Plaintiff Nos. 1 and 2, Plaintiff No.1 was to be paid an amount of Rs 40 lakhs towards her fees for writing the script. He submitted that the idea about two divorcee getting married again after showing some hesitation was not a novel idea and, therefore, the said idea was in public domain.

12. Dr. Virendra Tulzapurkar, the learned Senior Counsel appearing on behalf of Defendant Nos.1 and 2 submitted that the learned Single Judge had misconstrued the doctrine of confidentiality. He invited our attention to the observations made by the learned Single Judge in para 9 of the impugned order. He submitted that having noticed the individual elements or constituents in both the scripts and having observed that these are all known or even commonplace individual components, the learned Single Judge has proceeded to hold that it is their unique combination which lends 'novelty' or 'uniqueness' to the material, without pointing out in what way the combination is unique. He submitted that the very basis on which the finding was given was contrary to the settled law. He then invited our attention to paras 11 and 12 of the impugned order. He submitted that some of the observations made by the learned Single Judge in para 9 and in para 11 are self-

contradictory. He submitted that in para 11, again, the learned Single Judge has observed that there are dissimilarities and differences in the expression and yet it has been held that use of these essential elements impinges upon the Plaintiffs' right to have the trust or confidence protected. He submitted that the balance of convenience in any case was in favour of the Defendants since the film was already produced and was to be released on 22/05/2015. Defendants had already distributed the film to number of theatres and have booked those theatres and also have made all arrangements and therefore when Plaintiff No.1 could be compensated by awarding her damages in the event she succeeds in the suit, the learned Single Judge ought not to have granted injunction, restraining the Defendants from releasing the film.

13. On the other hand, Mr. Mehta the learned Senior Counsel appearing on behalf of the Plaintiffs, submitted that the learned Single Judge had taken into consideration key elements of both the scripts and thereafter had come to the conclusion that since the theme had been borrowed and plagiarized by the Defendants, the Plaintiffs had established breach of confidentiality. He invited our attention to the sequence of events and submitted that the script 'R.S.V.P.' written by Plaintiff No.1 was duly registered with the Film Writers Association ("FWA"). Thereafter, it was given to

Defendant No.1. He invited our attention to the e-mails which were exchanged between the parties. He submitted that these e-mails reveal that Defendant Nos. 4 and 5 had read the script and had liked it and only after the negotiations failed, they made peripheral changes in the central theme of the film and produced the film. He submitted that after the Plaintiffs had filed a complaint with FWA and Indian Motion Picture Producers ('IMPPA') Association, a Joint Dispute Settlement Committee of both IMPPA and FWICE (Federation of Western India Cine Employees) had issued a letter dated 8/11/2015 to the 1<sup>st</sup> Defendant asking him to stop all shooting till the matter was resolved and had observed in its ruling on 25/11/2014 that Defendant No.1 was influenced by the 1<sup>st</sup> Plaintiff's work. He submitted that in spite of that Defendants had proceeded to go ahead with completion of the film.

14. The learned Senior Counsel for the Plaintiffs also laid emphasis on other paragraphs of the impugned order and submitted that these paragraphs also had to be read alongwith the paragraphs on which reliance was placed by the Counsel appearing for Defendants. He submitted that the monitory compensation was not adequate since Plaintiff No.1 had entered into agreement with Plaintiff No.2 for production of the film 'R.S.V.P.' and if the film produced by Defendant No.1 was allowed to be released, it would cause

irreparable loss to Plaintiff No.2 - the producer of the film, which could not be compensated in terms of money, He invited our attention to the additional affidavit which was directed to be filed by this Court. He submitted that as stated in the said affidavit, out of Rs 40,00,000/- a sum of Rs 15,00,000/- plus taxes has been paid by Plaintiff No.2 to Plaintiff No.1 by installment. He invited our attention to the Division Bench Judgment of this Court in *Zee Telefilms Ltd. vs. Sundal Communications Pvt. Ltd. & Ors.*<sup>1</sup> He lastly submitted that the learned Single Judge has exercised his discretion and had granted ad-interim injunction and therefore this Court should not substitute its own view to the view taken by the learned Single Judge.

15. The law on confidentiality has been stated in paras 9 to 13 of the said judgment of the Division Bench of this Court in *Zee Telefilms Ltd. (supra)*. It will be profitable to reproduce para 9 to 13 of the said judgment, which read as under:-

"9. The basic principles of the law of confidence are conveniently set out in Copinger and Skone-James on Copyright (13th Edn.) paragraph 21.1, pages 720-721, as follows:-

"There is a broad and developing equitable doctrine that he who has received information in confidence shall not take unfair advantage

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1 2003 Vol. 105(3) Bom. L.R. 678

of it or profit from the wrongful use or publication of it. He must not make any use of it to the prejudice of him who gave it, without obtaining his consent or, at any rate, without paying him for it. It has for long been clear that the courts can restrain a breach of confidence arising out of a contract or any right to property..... The ground of equitable intervention is that it is unconscionable for a person who has received information on the basis that it is confidential subsequently to reveal that information. Acceptance of information on the basis that it will be kept secret affects the conscience of the recipient of the information. In general it is in the public interest that confidences should be respected, even where the confider can point to no specific financial detriment to himself. If a defendant is proved to have used confidential information, directly or indirectly obtained from a plaintiff, without his consent, express or implied, he will be guilty of an infringement of the plaintiff's rights."

10. The law of the confidence is different from law of copyright. In paragraph 21.2 (page 721), the learned author has pointed out that right to restrain publication of work upon the grounds, that to do so would be breach of trust of confidence, is a broader right than proprietary right of copyright. There can be no copyright of ideas or information and it is not infringement of copyright to adopt or appropriate ideas of another or to publish information received from another, provided there is no substantial copying of the form in which those ideas have, or that information has, been previously embodied. But if the ideas or information have been acquired by a person under such circumstances that it would be a

breach of good faith to publish them and he has no just case or excuses for doing so, the court may grant injunction against him. The distinction between the copyright and confidence may be of considerable importance with regard to unpublished manuscripts / works submitted, and not accepted, for publication or use. Whereas copyright protects material that has been reduced to permanent form, the general law of confidence may protect either written or oral confidential communication. Copyright is good against the world generally while confidence operates against those who receive information or ideas in confidence. Copyright has a fixed statutory time limit which does not apply to confidential information, though in practice application of confidence usually ceases when the information or ideas becomes public knowledge. Further the obligation of confidence rests not only on the original recipient, but also on any person who received the information with knowledge acquired at the time or subsequently that it was originally given in confidence."

"11. On the general principles of law of confidence, the learned counsel for the plaintiffs relied upon **Saltman Engineering Co. Ltd. v. Campbell Engineering Co. Ltd.**, and in particular in the statement of principles in the judgment of Lord Greene (at page 213):-

"If a defendant is proved to have used confidential information, directly or indirectly obtained from a plaintiff, without the consent, express or implied of the plaintiff, he will be guilty of an infringement of the plaintiff's rights.

The information, to be confidential, must, I apprehend, apart from contract, have the necessary quality of confidence about it, namely, it must not be something which is

public property and public knowledge. On the other hand, it is perfectly possible to have a confidential document, be it a formula, a plan, a sketch, or something of that kind, which is the result of work done by the maker upon materials which may be available for the use of anybody; but what makes it confidential is the fact that the maker of the document has used his brain and thus produced a result which can only be produced by somebody who goes through the same process."

"12. With regard to the requirement of form and degree of development of information or ideas, learned counsel for the plaintiffs placed strong reliance on **Seager v. Copydex Ltd.** [(1967) 2 All E.R. 415]. In this case the plaintiff, in the course of discussion with the defendants of a carpet grip described as 'the germ of the idea' for a different form of carpet grip which the plaintiff had devised. Later the defendants developed and marketed the carpet grip which was unwittingly based on the plaintiff's alternate type of grip. The Court of Appeal concluded that the plaintiff's idea was 'the springboard' which enabled the defendants to devise their own grip and held that the defendants were liable for breach of confidence. The learned counsel also referred to a judgment of Megarry J. in **Coco v. A.N. Clark (Engineering) Ltd.** [(1969) R.P.C. 41] where springboard doctrine was elaborately discussed. He also referred to a judgment in **Franchy v. Franchy (Extension Ch D)** [(1967) 5 Reports of Patent and Design and Trade Mark Cases 149], where Cross J. observed:-

"Clearly a claim that the disclosure of some information would be a breach of confidence is not to be defeated simply by proving that there are other people in the world who know

the facts in question besides the man as to whom it is said that his disclosure would be a breach of confidence and those to whom he has disclosed them."

"13. Our attention was also drawn to the case of **CMI Centers for Medical Innovation GMBH and Anr. v. Phytopharm PLC** [(1999) Fleet Street Reports 235] where the Court held that for a plaintiff to succeed in a breach of confidence action he had to address at least four matters; i. e. (i) he had to identify clearly what was the information he was relying on; (ii) he had to show that it was handed over in the circumstance of confidence; (iii) he had to show that it was information of the type which could be treated as confidential; and (iv) he had to show that it was used without his licence or there must be threat to use it. It was added that at interlocutory stage, the plaintiff does not have to prove (ii) and (iv) as he will at the trial. But he must address them and show that he has at least a seriously arguable case in relation to each of them."

16. In the light of the settled position in law enumerated hereinabove, we will have to consider whether the case for grant of ad-interim relief is made out or not.

17. Perusal of the impugned order indicates that the suit was also filed for infringement of copy right. The learned Single Judge has not given any finding about infringement of copy right. The learned Single Judge, after noticing the story or the plot of the Plaintiffs' screenplay 'R.S.V.P.' has considered the story or the plot of Defendant No.1's film

'Phir Se' and the key elements of the said film. The learned Single Judge thereafter referring to the judgments in *Saltam Engineering co. Ltd. vs. Campbell Engineering Co. Ltd.*<sup>1</sup>, *Coco Vs. A.N. Clark (Engineers) Ltd.*<sup>2</sup> and in *Zee Elefilms Ltd. vs. Sundlal Communications Pvt. Ltd.*<sup>3</sup>, has held in para 9 as under:-

"9. Now applying these tests, it clearly appears that the combination of individual elements or constituents in this case creates a new romantic comedy genre film material out of the screenplay of 'R.S.V.P.'. The personality types of the two protagonists, their individual responses to their respective divorces, the individual focuses of their respective quests for new partners, the approach of the society towards them as divorcees, that is to say, the approach towards the male divorcee versus the approach towards the female divorcee, the finding of respective qualities which they would like in their partners in each other, their refusal to take chances the second time around, their coming together and later developing doubts, the break of the marriage by the female lead, and the realization of both the protagonists of their fondness for each other during their separation, and their final coming together are all known or even commonplace individual components, but it is their unique combination which lends 'novelty' or 'uniqueness' to the material. Let us also sound a note of caution here. This novelty or

1 Vo.LXV No.9, SEPTEMBER 18TH 1948 - REPORTS OF PATENT, DESIGN AND TRADE MARK CASES PAGE 203

2 (1969) R.P.C. Chancery Division No.2 pg.41

3 2003(3) Mh.L.J. 695

uniqueness as a work of art or literature has little to do with artistic or literary merit. There must be something in the design, organization or execution of the work, which shows that the work is not a copy of some other work or even a reproduction of a previous work with, say, minor improvements. Once it is found to be 'new' in this sense, it is capable of being protected both as copyright and confidence. Looked at in this light, the screenplay/script of 'R.S.V.P'. can be appropriately termed as 'novel' or 'unique' so as to merit recognition as 'confidential information'."

The learned Single Judge in para 9 therefore has given a finding that key elements in both the films are all known or even commonplace individual components. The learned Single Judge therefore has in terms observed that the key elements are in public domain. However, he has further observed that unique combination of these elements lends 'novelty' and 'uniqueness' to the screenplay. In our view, this finding is contrary to the settled law.

18. Again, in para 11, after noticing similarity in the key elements in two scripts, the learned Single Judge has observed as under:-

"11. .... No doubt, there are other elements which also form part of the key elements of the film 'Phir Se', such as the

gay parents of the male protagonist and the resultant dramatic or comic situations of the film and also the parallel narrative of the 'cake world' used by the Defendants. But with all these dissimilarities and differences in expression, the use of the essential elements of the screenplay of 'R.S.V.P.' still impinges upon the Plaintiffs' right to have the trust or confidence protected.....”

In our view, the learned Single Judge in para 9, after having observed that these very same key elements being all known or even commonplace individual components, in para 11 held that these are basic key elements. Finding in para 11 viz “But with all these dissimilarities, and differences in expression, the use of the essential elements of the screenplay of 'R.S.V.P.' still impinges upon the Plaintiffs' right to have the trust or confidence protected.” is therefore inconsistent with the finding given in para 9. The learned Single Judge after having observed in para 9 that key elements in both the films being all known that is being in public domain, thereafter could not have held that it impinges upon the Plaintiffs' right to have the trust or confidence protected.

19. The learned Single Judge, in our view, after having so held that there is an infringement of the Plaintiffs' right of confidentiality, in para 12 observed that it is for the Defendants to show at the trial their sources which were actually used to construct the screenplay and script of the film 'Phir Se'. The learned Single Judge has overlooked that, by that time, a grave and irreparable loss would be caused to the Defendants on account of order of injunction which was granted in favour of the Plaintiffs.

20. Apart from that, it has to be noted that Defendants' advertisement appeared in October, 2014. The Joint Dispute Settlement Committee had given certain directions to the Defendants. Plaintiffs knew that in spite of that the Defendant No.1 was proceeding to complete his film and yet the Plaintiffs chose to wait from October, 2014 till 20/02/2015 and only when the film was about to be released, the Plaintiffs moved for ad-interim relief in May 2015. Plaintiff No.1 had entered into agreement with Plaintiff No.2 for use of the script for total amount of Rs 40,00,000/- which amount included service tax payable by her during production of the film. Cost of the script, therefore, would be much less than Rs 40,00,000/-. Plaintiff No.1, therefore, in our view, could have been adequately compensated on proving of her claim.

21. Plaintiff No.2 has claimed to have entered into agreement with Plaintiff No.1 for production of the film 'R.S.V.P.' on the basis of the script of Plaintiff No.1. No affidavit has been filed by Plaintiff No.2 stating the stage of production of his film. An affidavit has been filed by Plaintiffs stating therein that Plaintiff No.2 had paid an amount of Rs 15,00,000/- with taxes to Plaintiff No.1. Apart from that, there is no material to show that Plaintiff No.2 has actually started production or what was the stage of production when the suit was filed in February, 2015.

22. Viewed from any angle, in our view, Plaintiffs not only approached the Court after Defendants made all arrangements for release of the film but also have failed to produce any material to show that Plaintiff No.2 on account of completion of his film would suffer irreparable loss of profit. Division Bench of this Court in *Zee Telefilms Ltd.* (supra) had elaborately dealt with the loss in profit which would have been caused to the Plaintiffs if Defendants program was allowed to be aired on television. No such material has been produced before us in this case. We are of the view therefore that the impugned order passed by the learned Single Judge granting ad-interim relief to the Plaintiffs will have to be set aside.

23. Taking into consideration the conspectus of the judgments which are referred to in Zee Telefilms (supra) and other judgments which are placed before us, it is evident that there cannot be any straitjacket formula devised for grant and refusal of injunction at ad-interim and interim stage and each case has to be decided on the facts of that case. Balance of convenience and hardship caused to the parties would also be one of the key elements while deciding the question of grant of ad-interim or interim injunction. Delay in approaching the court for seeking ad-interim relief also would be a crucial criteria, particularly in a case where film is set to be released in a couple of days and the Plaintiffs had an ample opportunity to approach the Court earlier before completion of production of the film. Different criteria will have to be adopted in case of a film which is completed and ready for being released and in respect of television serials where, normally, only one or two episodes are filmed. In a case where infringement of copy right is not alleged but only breach of confidence is alleged and proof of breach of confidentiality is not established at the ad-interim stage and Plaintiff can be adequately compensated by securing his money claim or damages, ad-interim relief restraining the Defendant from releasing the film, normally, should not be granted. Distinction also has to be made regarding formula or invention which is patented or where an application is made for patent or any design etc and other cases of such script, the central theme of which is normally found in public domain and for which adequate compensation can be paid. In such cases, ad-interim order restraining release of the film, normally, should not be granted.

24. Perusal of the impugned order indicates that though the parties had argued on grant of ad-interim relief, practically, Notice of Motion itself was heard and finally decided which can be seen from the reasons which are given by the learned Single Judge since the pleadings were already complete. Therefore, the order under challenge is not merely an order granting ad-interim relief but it is also an order allowing the Notice of Motion. Be that as it may, the impugned order passed by the learned Single Judge granting injunction at the ad-interim stage is set aside. Appellants/Defendants are directed to deposit an amount of Rs 50,00,000/- (Rupees Fifty Lakhs only) in this Court within two weeks from today.

25. Both these appeals are allowed and disposed of in the aforesaid terms.

26. At this stage, the learned Counsel appearing on behalf of the Respondents/Plaintiffs requested for continuation of the stay order granted by the learned Single Judge. Taking into consideration the peculiar facts and circumstances of this case, the request for continuation of ad-interim order is declined.

Sd/-  
**(B.P. COLABAWALLA, J.)**

Sd/-  
**(V.M. KANADE, J.)**

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