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O.S.A(CAD) No.65 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	11.03.2026
Pronounced on	23.03.2026

CORAM

THE HONOURABLE MR.JUSTICE P.VELMURUGAN
and
THE HONOURABLE MRS. JUSTICE K. GOVINDARAJAN THILAKAVADI

O.S.A(CAD).No.65 of 2022

1.M/s.Photon Factory

Rep. By its Partner,

Mr.Gautham Vasudev Menon

No.205, Lloyds Road,

Royapettah,

Chennai- 600 014.

2.Mr.Gautham Vasudev Menon

...Appellants

Vs.

1.M/s.R.S.Infotainment (P) Ltd.,

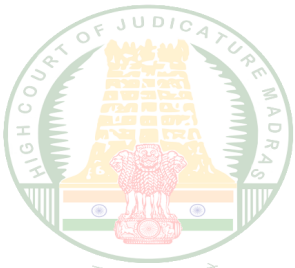
Rep. By its Director, Mr.R.Jayaraman,

S/o. Sri A.Ramanujam

No.16, Bhagavandan Street,

Flat No.5, Goodwill Apartments,

T.Nagar, Chennai-17.



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2.M/s.Escape Artists,
Represented by its Partner,
Mr.P.Madan,
No.205, Lloyds Road,
Royapettah,
Chennai-600 014

3.Mr.P.Madan

...Respondents

Prayer: Appeal filed under Section 13(1) of Commercial Courts Act, 2015 r/w Order XXXVI Rule 1 of the Original Side Rules, against the judgment and decree dated 05.04.2022 passed in C.S.No.153 of 2013 on the file of Original Side of this Court.

For Appellants : Mr.A.Abdul Hameed, Senior Advocate
for Ms.Anbarasi Rajendran
of M/s.AAV Partners

For Respondents: Mr.V.Anand for R1
Mr.Mohamed Farook for R2 & R3

JUDGMENT

K. GOVINDARAJAN THILAKAVADI,J.

The Original Side Appeal is filed challenging the order dated 05.04.2022 passed by the learned Single Judge in C.S.No.153 of 2013.

2.The above suit was filed by the plaintiff seeking to pass a decree directing the Defendants 1, 3 & 4 to pay to Plaintiff a sum of Rs.9,53,50,000/-.

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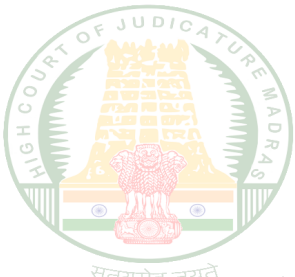


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3.For the sake of convenience, the parties herein are referred to as arrayed in suit.

4.The sum and substance of the case of the Plaintiff is that, he entered into an Agreement dated 27.11.2008 with the 1st defendant, which is a partnership firm in which the 3rd and 4th Defendants are partners. No relief is claimed as against the 2nd defendant. Under the said Agreement, the Plaintiff engaged the services of the 1st defendant to produce a Tamil movie, which was described as production No.6 as it was un-titled. The Agreement provided that the 1st defendant should commence production of the movie on 10.12.2008 and complete the entire production of the first print before 05.04.2009. The Agreement further provided for the payment of a sum of Rs.13,50,00,000/- by the Plaintiff to the 1st defendant towards funding the cost of production as per the schedule set out in clause 2 thereof. In Clause 3, it was recorded that the Plaintiff had paid an advance amount of Rs.2,50,00,000/- which was acknowledged by the 1st defendant. In case, the 1st defendant did not complete the movie by the 1st week of April 2009, the Agreement provided for the



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payment of interest by the 1st defendant at the rate of 12% per annum on the entire sum of Rs.13,50,00,000/- until the date of completion and handing over of the first copy of the movie to the Plaintiff. The Plaintiff was declared as the producer of the movie and the negative right holder. In terms of and pursuant to the Agreement, the Plaintiff paid the 1st defendant a sum of Rs.4,25,00,000/- in the aggregate, including the sum of Rs.2,50,00,000/- which was acknowledged therein. The receipt of the said sum in several tranches was acknowledged by the 1st defendant by counter signing, in acceptance letter dated 12.02.2010 from the Plaintiff to the defendant. According to the Plaintiff, the 1st defendant failed to commence the production of the movie. The further contention of the Plaintiff is that, the receipt of the sum of Rs.4,25,00,000/- was acknowledged by the Defendants. Inspite of receiving the said amount, the Defendants failed to proceed with the production of the movie. Therefore, the Defendants have committed breach of the Agreement. The Plaintiff before filing the present suit, preferred a suit in O.S.No.451 of 2013 before the 8th Assistant City Civil Court at Chennai seeking to prevent the Defendants 1, 3 & 4 from undertaking, commencing or releasing movies of third parties before completing the movies of the Plaintiff. Thereafter, the said suit was withdrawn by the Plaintiff with a leave to sue for damages by filing a separate suit. The Plaintiff has filed the



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present suit for recovery of a sum of Rs.9,53,50,000/- with interest at 24% per annum on the sum of Rs.4,25,00,000/-. It is further contended that the Plaintiff is entitled to default interest on the total sum of Rs.13,50,00,000/- for the period from 10.12.2003 to 05.04.2009. Hence, the Plaintiff claims a sum of Rs.9,53,50,000/-.

5.The claim of the Plaintiff was resisted by the Defendants stating that the Agreement provided that the Plaintiff should pay a sum of Rs.13,50,00,000/- as per the schedule set out in Clause 2 thereof. After paying the 1st installment of Rs.2,50,00,000/- the Plaintiff defaulted in paying the second installment of Rs.2,50,00,000/- on 05.12.2008. Further it is stated that the Defendants did not have the necessary funds to continue with the production of the movie. The Defendants 1 & 3 admit the receipt of the sum of Rs.4,25,00,000/- but assert that the Plaintiff committed breach of the Agreement by not making further payments. It is further stated that the Defendants were permitted to work on other projects such as "Vinnai Thandi Varuvaya" and production No.2. Subsequently, at the request of the 1st defendant, M/s.Photon Kathaas Production Private Limited, restarted production of the subject movie by infusing funds. Further it is submitted that the production No.6 which was

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originally intended to be produced with Mr.Silambarasan as the Hero, was proceeded by casting Mr.Jeeva as the Hero under the revised tentative title "Nithya", which was subsequently changed and the movie was released on 14.12.2012 under the title, "Nee Thane En Pon Vasantham". In view of the successful release of the movie "Nee Thane En Pon Vasantham" the obligations of the Defendants 1 & 2, if any, towards the Plaintiff were fulfilled. Hence, the Plaintiff is not entitled to the suit claim. It is further contended that the suit is liable to be dismissed *in limini*, under Order 2 Rule 2 CPC for the reason that the Plaintiff had obtained the leave of the Court only to file a suit for damages and not for recovery of debt. In addition, it is contended that the suit is barred by limitation, since the cause of action arose on 05.04.2009, which is the scheduled date of completion of production under the Agreement.

6.Based on the above pleadings, the following issues were framed by the learned Singe Judge:

“1. Whether the Plaintiff has paid the amounts agreed to be paid under the Agreement dated 27.11.2008 to the first Defendant as per the time schedule contemplated under the Agreement dated 27.11.2008?



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2. *Whether the time schedule contemplated for payment of money under the Agreement dated 27.11.2008 is the essence of the contract entered between the Plaintiff and the first Defendant?*

3. *Whether Agreement dated 27.11.2008, contemplates reciprocal promises?*

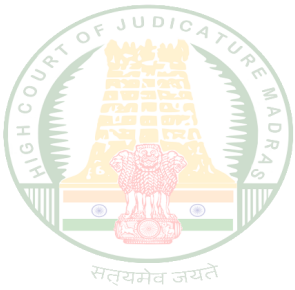
4. *Whether the Plaintiff has committed breach of the terms agreed under the Agreement dated 27.11.2008?*

5. *Whether the payments received by the first Defendant was expended by the first Defendant in the production of the movie?*

6. *Whether, non-payments of money as per the time schedule contemplated under the Agreement dated 27.11.2008, has resulted in stalling/delaying to production of the movie and later in abandonment of the production of the movie?*

7. *Whether the Plaintiff in the absence of having failed to effect payments subsequent to the payment of Rs.25,00,000/- on 12.01.2009 is entitled to seek for the reliefs claimed in the suit?*

8. *Whether in the absence of a firm commitment from the*



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Plaintiff to infuse/disburse funds, subsequent to the payment of Rs.25,00,000/- on 25.01.2009, the Plaintiff is entitled to seek for production of the movie by the first Defendant much less the money claims made in the Plaint?

9. Whether the terms of the letter dated 12.02.2010 is enforceable in law?

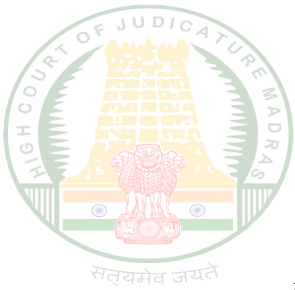
10. Whether the letter dated 12.02.2010 could be construed as part of the Agreement dated 27.10.2008 as claimed by the Plaintiff?

11. Whether the Agreement dated 27.10.2008 has been given up/abandoned by the Plaintiff and Defendant?

12. Whether with the release of the movie "Nee Thane En Pon Vasantham", the liability of the Defendants if any under the Agreement dated 27.11.2008 and as referred in letter dated 12.02.2010 stands discharged?

13. Whether the Plaintiff is entitled to interest at the rate of 24% p.a. on the sum of Rs.4,25,00,000/-?

14. Whether the claim of damages by the Plaintiff against



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these Defendants is sustainable?

15. Whether the suit, as framed, is maintainable without obtaining leave of the Court under Order II Rule 2 C.P.C.?

16. Whether the suit is barred by limitation?

17. Whether there is any cause of action for filing the suit?

18. To what other reliefs, the parties are entitled to?''

7.The learned Single Judge upon considering the materials on record decreed the suit directing the Defendants 1, 3 & 4 to pay the Plaintiff a sum of Rs.4,25,00,000/- with interest thereon at 12% per annum from 11.05.2010 till the date of payment. In addition, directed the above Defendants to pay a sum of Rs.12,00,000/- as costs and that the said amount includes Court fee of Rs. 9,57,050/- lawyers fees and other costs.

8.Aggrieved by this, the present appeal is preferred by the Defendants 1, 3 & 4 respectively.

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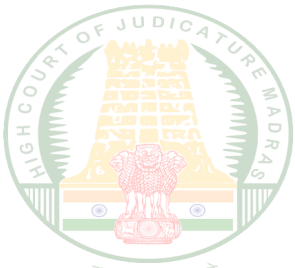
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9.Mr.A.Abdul Hameed, learned Senior counsel for the Appellants would contend that, during 2008 the Appellants were in the process of producing a movie i.e., Production No.6, un-titled, starring Mr.Silambarasan, Music by Mr.A.R.Rahman and Direction by the 2nd appellant. Since the production of movie required huge amount, the above Appellants approached the Respondent to fund and take over the production of the movie i.e., Production No.6, un-titled, on certain terms. The same was agreed by the Respondent.

10.On 27.11.2008, the suit Agreement was entered between the Respondent and the Appellants, whereby, the Respondent had agreed to fund a sum of Rs.13,50,00,000/- for the production of the un-titled movie, and pay the same installments and on the terms and conditions contained therein.

11.On 27.11.2008 the Respondent effected payment of the 1st installment of Rs.2,50,00,000/- to the Appellants. The said sum was expended by the Appellants, towards payment of advance to Artists/Technicians, etc., besides other expenses in relation to production of the aforesaid movie i.e., scouting for



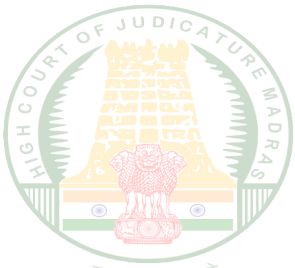
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location, promotional activities, film role, camera hiring, lab charges etc.

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Therefore, payment of the 2nd installment amount of Rs.2,50,00,000/- by the Respondent to the Appellants on 05.12.2008 was very important and so the Appellants were looking forward for the payment of the 2nd installment amount of Rs.2,50,00,000/- on 05.12.2008 from the Respondent.

12.On 05.12.2008 the Respondent paid only a sum of Rs.50,00,000/- as against the agreed 2nd installment amount of Rs.2,50,00,000/- to the Appellants. Due to the failure of the Respondent to pay the agreed sum of Rs.2,50,00,000/- on 05.12.2008, the Appellants could not continue with the production of the movie. However, the Appellants managed to infuse funds through own sources and continued with the production of the movie i.e., Production No.6, on the hope that the Respondent would atleast comply with its payment obligations in future without default. However to the shock of the Appellants, the Respondent failed to pay the 3rd and other subsequent instalments to the Appellants as per the terms agreed in the Agreement dated 27.11.08.. The Respondent paid only a sum of Rs. 4,25,00,000/- as against the agreed amount of Rs. 13,50,00,000/-, for the production of the movie i.e., Production No.6, un-titled. When the defaults of the Respondent and the un-certainty in funding came to be known in the film

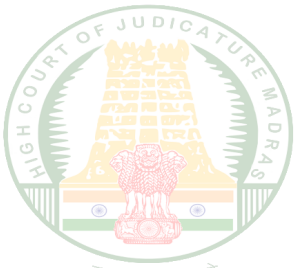


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industry, Mr.Silambarasan and others associated with the production of the movie backed out. Hence the Appellants were not in a position to continue with the production of the movie i.e., Production No.6, un-titled and the project was shelved. In the meanwhile, in order to off-set a part of such losses, the Appellants had associated itself with the Respondent in several other mentioned ventures namely "Vinnai Thandi Varuvaaya", and "Nadunisi Naigal" with the 2nd Appellant being engaged as Director. While things stood thus, the Respondent requested the Appellants to re-start the production of the movie i.e., Production No.6, un-titled either with Mr.Allu Arjun or any other hero of the choice of the 2nd Appellant. On 12.02.10 the Respondent had also issued a letter stating that, Mr. Gautham Vasudev Menon is entitled to work simultaneously on three projects and complete them, namely, (1) Vinnai Thandi Varuvaya (2) Production No.2, with Sammeera Reddy (3) the project starring Mr.Allu Arjun or any other Hero of Mr.Gautham Vasudev Menon choice for which Rs.4,25,00,000/- has already been paid to the Appellants, so that they can be completed on schedule as planned, before Mr.Gautham Vasudev Menon commences direction of films of other third parties. In terms of the aforesaid letter, the above mentioned projects between the Respondent on the one hand and the Appellants on the other hand were to complete the project. Later, when

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the Appellants wanted to re-start the shelved movie i.e., Production No.6, un-titled, the Respondent was not willing to infuse any funds for the said movie i.e., Production No.6, un-titled. The movie "Production No.6, un-titled", half shot was lying in the can. The Appellants name and reputation in the cine industry was taking a huge hit. Unmindful of the same, the Respondent was insisting upon the start of the Production of the movie, without willing to infuse any further funds and expecting the Appellants to put in their money, which the Appellants were not willing. In these circumstances, at the request of Appellants, M/s.Photon Kathaas Production Private Limited, a Private Limited Company had re-started the production of the movie i.e., Production No.6, un-titled by infusing their funds, completed the same and had released the same in the name of "Nee Thane En Pon Vasantham" throughout Tamil Nadu during December 2012. The movie was well received by the audience. But according to the Respondent, the same was not successful commercially. Hence, the Respondents had filed O.S.No.451 of 2013 before the City Civil Court seeking for a permanent injunction restraining the Appellants from making / directing any movie, which suit was later withdrawn and the present suit in C.S.No. 153 of 2013 was filed by the Respondent before this Court seeking for recovery of money and other reliefs mentioned therein. The sum of Rs.4,25,00,000/-



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advanced by the Respondent had gone into the production of the movie, and the same is evidenced in the form of a Film, half shot and lying in the can (Ex.D-13). Further bills and vouchers for each and every expenditure incurred running to close to 1000 pages were filed and certified by Chartered Accounts Certificate (Ex.D-36). Both these Exhibits were not challenged by the Respondents.

13.Without appreciating the same the learned Single Judge of this Court by Judgment and Decree dated 05.04.2022, was pleased to allow the above suit in C.S.No, 153 of 2013 by directing the Appellants to repay the Respondent a sum of Rs.4.25 Crores with interest at 12 per annum. Challenging the aforesaid Judgment and Decree the present Appeal has been preferred by the Appellants.

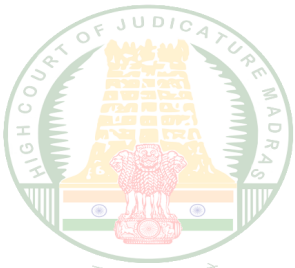
14.On the other hand, Mr.V.Anand the learned counsel for 1st Respondent/Plaintiff would submit that, the Plaintiff in C.S.No.153 of 2013 sought for recovery of Rs.9,53,50,000/- with interest at 24% and costs. The prayer is on the foundation of Agreement dated 27.11.2008 and Novation / Variation dated 12.02.2010, under which the Defendants 1, 3 & 4 were engaged to produce a movie and for which Rs.4.25 Crores, acknowledged to have been

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paid. The Agreement is separate from the other Agreements for other movies entered into between the Plaintiff and the Defendants. There are separate Agreements for other films between the Plaintiff and the Defendants. The Plaintiff regularly requested the Defendants 1,3 &4 to commence production of, un-titled movie, Production No.6. In the meanwhile, the Plaintiff and the Defendants 1, 3 & 4 engaged themselves in the production of other films namely "Vinnai Thandi Varuvaya" and "Nee Thane En Pon Vasantham". The said films have been released. In the said circumstances, inspite of repeated demands of the Plaintiff the production of the un-titled film, subject matter of the Agreement dated 27.11.2008 has not been commenced. On account of various pressures, the Plaintiff and the Defendants 1,3 & 4 entered into a minor variation in the terms and also sought for acknowledgment of the amounts by the Defendants 1, 3 & 4. Therefore, after due deliberation among the Plaintiff and the Defendants 1, 3 & 4 it was decided that the payments made by the Plaintiff under the Agreement dated 27.11.2008 to a tune of Rs.4.25 Crores would not be adjusted to other films and the said payment is only for the particular production agreed on 27.11.2008. The above Defendants have also accepted and signed the above said acknowledgment for receipt of money as well as the other modifications /variations in the said Agreement dated

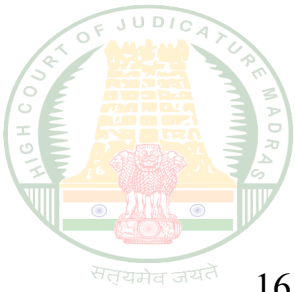


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27.11.2008. As the Defendants 1,3, &4 represented that the project in the Agreement dated 27.11.2008 would be taken up as soon as possible and simultaneously with the other films, believing the said words of the Defendants, the Plaintiff waited for the Defendants to commence the production to make further payments. But despite several requests by the Plaintiff, though other films have been completed, the particular un-titled film has been pulled back and the Defendants have neglected deliberately with ulterior motives, to even commence the production of the said film. Ultimately, the Plaintiff incurred heavy loss on account of having booked with the distributors for the release of the said film and have been made to return the advance amount with exorbitant interest. The Defendants 1, 3 & 4 have committed serious breach of contract and legal obligations existing in favour of the Plaintiff. Therefore, the Plaintiff makes a total claim of Rs.9,53,50,000/- against the Defendants 1,3 & 4. The learned Single Judge after appreciating the materials on record rightly decreed the suit in favour of the Plaintiff warrants any interference by this Court.

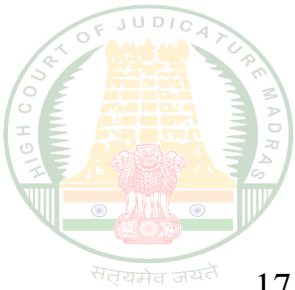
15.Heard on both sides and records perused.



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16.The plaintiff seeks recovery of Rs.9,53,50,000/- with interest at 24% and costs. The prayer is on the foundation of Agreement dated 27.11.2008 (EX.P.1) and novation/variation dated 12.02.2010 (Ex.P.2) under which the Defendants 1, 3 & 4 were engaged to produce a movie and for which Rs.4.25 Crores, acknowledged to have been paid. According to the plaintiff, the film in Ex.P.1 was never commenced and that the payment received by D.1 & D3 was never spent for the commencement of the movie. The documents produced by the 3rd Defendant marked as D.16 to D.36 have been fraudulently created for the case and the same were not proved in the manner known to law. Where as, the contention of the defendants 1, 3 & 4 is that, the sum of Rs.4,25,00,000/- advanced by the Plaintiff had gone into the production of the movie, and the same is evidenced in the form a film, half shot and lying in the can (Ex.D.13). Further, bills and vouchers for each and every expenditure incurred were filed along with the Chartered Accounts Certificate (EX.D.36), which were not even challenged by the Plaintiff. However, the learned Single Judge without appreciating the above documents in a proper perspective manner, decreed the suit directing the Defendants 1, 3 & 4 to pay a sum of Rs.4.25 Crores with interest at the rate of 12% per annum.



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17. Now, it has to be seen whether the payments received by the 1st defendant was expended for the production of the agreed movie. The defendants have not produced any tangible and valuable evidence to prove that the film was ever commenced. As per Clause 1 of EX.P.1-Agreement, the production of the un-titled film should commence on 10.12.2008. Admittedly, the Defendants 1, 3 & 4 did not commence the film on the agreed date. The agreement dated 27.11.2008 under Ex.P.1 cannot be given up since Ex.P2 variation letter is a part and parcel of Ex.P1-Agreement. The payments made by the plaintiff is acknowledged in Ex.P2 letter. Moreover, Ex.P.2 letter dated 12.02.2010 recites that it is in lieu of Ex.P1 agreement dated 27.11.2008 and the same is also admitted by the 3rd defendant during his cross examination.

18. The contention of the Defendants is that, since the Plaintiff failed to pay the agreed sum of Rs.2,50,00,000/- on 05.12.2008 they could not continue with the production of the movie i.e., Production No.6 un-titled. However, they managed to infuse funds through own sources and continued with the production of the said movie on the hope that the Plaintiff would make payment in future. But the Plaintiff paid only a sum of Rs.4,25,00,000/- as against the agreed amount of Rs.13,50,00,000/- for the production of the said movie, due to

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which the Defendants were not in a position to continue with the production of the movie and the project was shelved. Later on, when the Defendants wanted to restart the shelved movie i.e., Production No.6, un-titled, the Respondent was not willing to infuse any funds for the said movie and the movie half shot was lying in the can. Thereafter, at the request of the Appellants M/s.Photon Kathaas Production Private Limited had restarted the production of the Movie Production No.6, un-titled by infusing their funds, completed the same and had released in the name of "Nee Thane En Pon Vasantham", which is evidenced from Ex.D.13 (CD). Therefore, according to the Defendants 1,3 & 4 the sum of Rs.4,25,00,000/- advanced by the Respondents had gone into the production of the movie, Production No.6 half shot and lying in the can. The bills and vouchers marked as Exs.D.23 to D.34 and Ex.D.36, the Chartered Account Certificate are evidences for each and every expenditure incurred for the production of the said movie.

19. At first, the defendants would claim that they have expended the money received by them for the commencement of the agreed movie and since the plaintiff failed to make further payments and therefore the film was half shot and lying in the can. To the contrary, the defendants had stated that the picture



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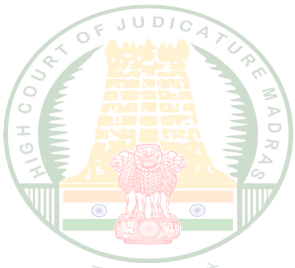
agreed in Ex.P1 was subsequently released as "Nee Thane En Pon Vasantham".

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To substantiate this contention, they have produced Exs.D16 to D.36 which according to the plaintiff are fraudulently created for the purpose of the case. On perusal of records, it is seen that the genuineness of Exs.D.16 to D.36 were not proved in a manner known to law. The engagement of Artists for the film has not been proved. Further, the defendants failed to establish Exs.D15 - CD is related to the agreed film. The person who shot the CD was also not examined. The defendants failed to establish that the vouchers and bills are related to the agreed film. Moreover, Ex.P.1- Agreement stipulates specific Artists to be engaged for performance. But the defendants failed to establish that the said Artists were engaged for performance in the said film. Therefore, the defendants have not produced any tangible evidence to prove that the film under Ex.P.1 was ever commenced. Moreover, when it is specific case of the defendants 1, 3 & 4 movie in Ex.P1 was subsequently released as "Nee Thane En Pon Vasantham", there is no relevance for the above documents marked as Exs.D.15 to D.36 for the subject matter film.

20.Further, the stand of the defendant that the picture agreed in Ex.P1 was subsequently released as "Nee Thane En Pon Vasantham" has been disproved

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by the plaintiff by producing Ex.P.7 agreement, which is a separate agreement for the above said film, entered between the plaintiff with another company, M/s.Photon Kathaas (P) Limited. Therefore, the release of "Nee Thane En Pon Vasantham" has no connection with Ex.P1 Agreement and Ex.P.2 Variation Letter. Moreover, the 1st defendant is not a contracting party in Ex.P.7 Agreement. Where as, Exs.P1 and P.2 are between the Plaintiff and Defendants 1,3 & 4 and the film "Nee Thane En Pon Vasantham" was under an agreement dated 06.07.2011 with M/s. Photon Kathaas (P) Limited. As rightly pointed out by the plaintiff, the defendants 3 & 4 have deliberately chosen to camouflage their activities under different names viz., Photon Kathaas Production and Escape Artist. Hence, it is seen that only with a deliberate intention of avoiding the contract with the plaintiff, the said defendants have changed their respective roles to other firms only to avoid payments to the plaintiff.

21. Therefore, the plaintiff is not barred from seeking refund under the default Clause as the film was never commenced by the defendants 1, 3 & 4. Moreover, there are no reciprocal promises in the agreement/variation letter linking the payment schedule of the plaintiff to the production of the movie by the defendants 1 & 3. Without commencing the film, the defendants 1 , 3 & 4

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are not entitled for retention of the amount of Rs.4.25 Crores and therefore, the plaintiff is entitled to claim damages. The defendants 1, 3 & 4 have committed breach of the terms of the Agreement, the plaintiff is left with no other alternative except to claim damages for the breach of contract dated 27.11.2008 read with modification letter dated 12.02.2010.

22.The further contention of the defendants is that the suit is not maintainable without obtaining leave of the Court under Order 2 Rule 2 CPC. Admittedly, the plaintiff sought the leave of the Court under Order 2 Rule 2 CPC to file a suit for damages. The pleadings in the present suit would reveal that, the present suit is only for damages as per Clause 4 of the Agreement in Ex.P.1 dated 27.11.2008. In civil litigation, pleadings generally prevail as the foundation of case, meaning, evidence without proper pleading as no value. Pleadings define the real dispute. Evidence that does not align with the pleaded case is disregarded. Therefore, even if the evidence of the plaintiff that the present suit is for refund of money, the plaint as drafted would show that it is a suit for damages. Moreover, the present suit is not barred by limitation as claimed by the defendants, since Ex.P.2 - letter dated 12.02.2010 is a part and parcel of Ex.P.1 dated 27.11.2008 and within two years thereof and it is

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acknowledgment of liability, as per Section 18 of the Limitation Act, 1963. The suit is instituted within 3 years from the date of Ex.P.2 dated 12.02.2010. Therefore, the suit is not barred by limitation. On account of breach of contract by the defendants 1,3 & 4 there is cause of action for the suit. As per Clause 4 of Ex.P.1 dated 27.11.2008, the plaintiff is entitled for interest.

23. Therefore, we are of the considered view that there is no infirmity found in the judgment and decree passed by the learned Single Judge, warrants any interference by this Court.

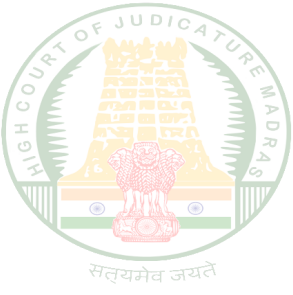
24. Accordingly, the Judgment and decree dated 05.04.2022 passed by the learned Single Judge in C.S.No.153 of 2013 is confirmed and consequently, the Original Side Appeal No.65 of 2022 is dismissed. There shall be no order as to costs.

(P.V.J.,) (K.G.T.J.,)

23.03.2026

Index: Yes/No
Internet: Yes/No
Speaking/Non-Speaking order
vsn

23/25

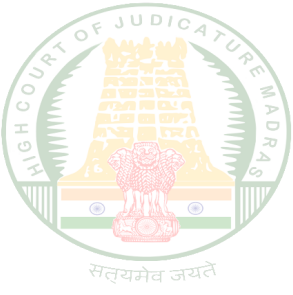


O.S.A(CAD) No.65 of 2022

WEB COPY

To

- 1.M/s.Photon Factory
Rep. By its Partner,
Mr.Gautham Vasudev Menon
No.205, Lloyds Road,
Royapettah,
Chennai- 600 014
- 2.M/s.R.S.Infotainment (P) Ltd.,
Rep. By its Director, Mr.R.Jayaraman,
S/o. Sri A.Ramanujam
No.16, Bhagavandan Street,
Flat No.5, Goodwill Apartments,
T.Nagar, Chennai-17.
- 3.M/s.Escape Artists,
Represented by its Partner,
Mr.P.Madan,
No.205, Lloyds Road,
Royapettah,
Chennai-600 014



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O.S.A(CAD) No.65 of 2022

K.GOVINDARAJAN THILAKAVADI,J.
vsn

Pre-delivery judgment made in
O.S.A(CAD) No.65 of 2022

23.03.2026