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OA Nos. 997 & 998 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-12-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

**OA No. 997 of 2025 AND OA No. 998 OF 2025
& ARB APPLN Nos. 1374 & 1388 of 2025**

Eros International Media Limited
Represented by its Authorised Representative
Mr. Akshay Narayanrao Atkulwar,
Having its registered office at:
201, Kailash Plaza, Opp. Laxmi Industrial Estate,
Off Andheri Link Road,
Andheri (West), Andheri,
Mumbai, Maharashtra - 400053
Also at:
No. 147/11, Third Floor,
Rajparis Trimeni Towers,
G. N. Chetty Road, T. Nagar,
Chennai-600 017 (which
Now at:
Gee Gee Universal, 5th Floor, Door No. 2,
Old No. 16, 18/1 & 2 (Old No. 8).
MG Nichols Road, Chetpet, Chennai - 600031

Applicant(s)
in both O.As

Vs

1. 14 Reels Entertainment Private Limited
Plot No.76, H No.8-2-293/82/W/76,
Road No.7A,
Women's Co-operative Housing Society
Jubilee Hills,
Hyderabad



2.14 Reels Plus LLP

Plot No 236 My 4 Apartments
Prashanth Hills Colony, Raidurgam
Gachibowli, Rangareddy,
Hyderabad, Telangana 500 104

3.Mango Mass Media Private Limited

Plot No.2, Women's Co-operative
Society, Road No.2, Banjara Hills,
Hyderabad-500 034.

Respondent(s)
in both Applns

**3rd respondent impleaded vide order dt.10.12.2025
in A.Nos.6193 & 6194 of 2025 in Arb.Appln.Nos.1388 &1374
by NAVJ**

PRAYER in OA No. 997 of 2025 Petition filed under Section 9(1)(d) of the Arbitration and Conciliation Act, 1996, to pass an order of INTERIM INJUNCTION restraining the Respondents or any of their officers, agents, servants, assigns, successors-in-interest, and any of their related parties, associate companies, subsidiaries, affiliates, or any person acting on their behalf or in concert with them, from creating any third-party rights, encumbrances, or alienating any assets related to the movie titled 'Akhand II', including but not limited to theatrical rights, digital rights, satellite rights, music rights, and overseas distribution rights until the 1st Respondent makes full and complete payment of the arbitral award amount of INR 27,70,97,298/- (Indian National Rupees Twenty Seven Crores Seventy Lakhs Ninety Seven Thousand Two Hundred Ninety Eight Only) along with interest at the rate of 14% per annum from the date of the Award dated 23rd July, 2019 till the date of actual payment to the Applicant.

**PRAYER in OA No. 998 of 2025**

Petition filed under Section 9(1)(d) of the Arbitration and Conciliation Act, 1996, to pass an order of INTERIM INJUNCTION restraining the Respondents or any of their officers, agents, servants, assigns, successors-in-interest, and any of their related parties, associate companies, subsidiaries, affiliates, or any person acting on their behalf or in concert with them, from releasing, distributing, exhibiting, broadcasting, streaming, or commercially exploiting the movie titled 'Akhandha II' in any manner whatsoever, whether in theatres, digital platforms, television, or any other medium until the 1st Respondent makes full and complete payment of the arbitral award amount of INR 27,70,97,298/- (Indian National Rupees Twenty Seven Crores Seventy Lakhs Ninety Seven Thousand Two Hundred Ninety Eight Only) along with interest at the rate of 14% per annum from the date of the Award dated 23rd July, 2019 till the date of actual payment to the Applicant.

For Applicant(s)
in both O.As:

Mr. Akash Srinanda V for
Ms.Vaibhav R Venkatesh

For Respondent(s)
in both O.As:

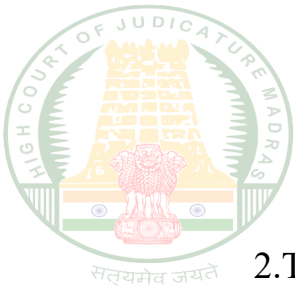
Mr.Keerthikiran Murali for R1

Mr.P.Giridharan for R2

Mr.C.Prasanna Venkatesh for R3

COMMON ORDER

The Original Applications were filed for order of interim injunction restraining the respondents 1 and 2 from creating any third party rights with respect to the Movie titled as "Akhandha II" till the entire payment covered under the Award is settled to the applicant.



2.The main Original Applications along with other Applications were dismissed by this Court by an order dated 30.10.2025.

3.Aggrieved by the same, the applicant filed OSA(CAD)Nos.118, 119, 135 and 136 of 2025. The Division Bench of this Court by an order dated 03.12.2025, allowed the appeals in the following terms:

33. Since the impugned order dismissing the Section 9 application is passed on the ground of maintainability and relative merits have not been adjudicated completely by the learned Single Judge, it would be appropriate for this Court to remit the matter back to the learned Single Judge for adjudication of relative merits and for passing appropriate orders.

34. Accordingly, the impugned order dated 30.10.2025 passed in O.A.Nos.997 & 998 of 2025 is set aside and the matter is remitted back to the learned Single Judge for adjudication of issues on merits and to pass appropriate orders. Till such time, the matter is taken up by the learned Single Judge for fresh hearing, interim injunction in CMP No.29782 of 2025 as such sought for in the said application is granted. After commencement of the hearing, it is for the learned Single Judge to consider granting of extension of interim relief or pass any other appropriate orders, as the case may be, on merits. Consequently, connected Miscellaneous Petitions are closed.

4.Pursuant to the above order, these applications have been remitted back to enable this Court to hear the matter on merits and pass final orders. The

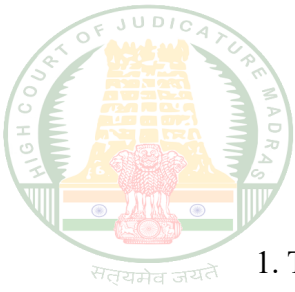


Division Bench also made it clear that till the applications are taken up for fresh hearing, the interim injunction is granted and after the commencement of the hearing, the learned Single Judge can consider granting extension of interim relief or pass any appropriate orders.

5.After the matter was remitted back to this Court, the parties thought it fit to compromise the dispute among themselves. In order to facilitate the compromise between the applicant and respondents 1 and 2, the impleaded 3rd respondent got into the scene in order to provide the finance. Accordingly, the 3rd respondent filed application in A.Nos.1388 & 1374 of 2025 to implead themselves as the 3rd respondent in the main Original Applications and the impleading petition was also allowed by this Court.

6.When the matter was taken up for hearing today, the representatives of the applicant Company, the 2nd respondent Company and the 3rd respondent Company were present. The Settlement Agreement dated 08.12.2025, entered into between the parties and signed by the respective parties was placed before this Court.

7.The relevant terms of Agreement is extracted hereunder:



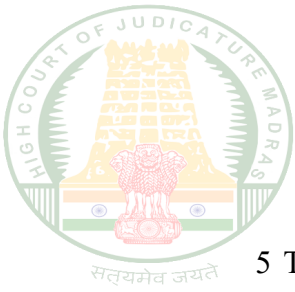
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1. The SECOND PARTY confirms to transfer an amount of Rs. 10,00,00,000/- (Rupees Ten Crores Only) to the FIRST PARTY as a full and final settlement in relation to the disputes arising out of Film Distribution Agreement dated 20.12.2013, Assignment Agreement dated 17.10.2015 and Agreement-cum-Undertaking dated 17.10.2015 and Arbitral Award dated 23.07.2019 and in full release of the lien that has been marked over the films produced by the Second Party. The SECOND PARTY has offered to sell the rights of the movies as detailed in Annexure-1 of the SETTLEMENT AGREEMENT, to the THIRD PARTY and the THIRD PARTY has agreed to purchase the same.

2 The THIRD PARTY confirms to purchase the rights of the movies as detailed in Annexure-1 of the SETTLEMENT AGREEMENT (which have been originally produced by the SECOND PARTY but have been transferred to the FIRST PARTY as a lien until payment of the amounts due as per the Arbitral Award dated 23.07.2019) for an amount of Rs. 5,00,00,000/- (Rupees Five Crores Only) payable directly to the FIRST PARTY by 09.12.2025.

3 The SECOND PARTY confirms that it will make a payment of the remaining amount of Rs. 5,00,00,000/- (Rupees Five Crores Only) to be payable within 9 months (ic., on or before 08.09.2026) which may be further extended for a further period of 3 months but not thereafter under any circumstances whatsoever.

4 On receipt of the amount of Rs. 5,00,00,000/-, the FIRST PARTY confirms to release the lien and hand over the title documents of the movies produced by the SECOND PARTY in favour of the THIRD PARTY and accordingly both the FIRST and the SECOND PARTIES hereby jointly and severally transfer all the rights with respect to the movies listed in Annexure-1 to this Agreement to the THIRD PARTY in a fully unencumbered manner, on receipt of the amount of Rs. 5,00,00,000/- (Rupees Five Crores Only).

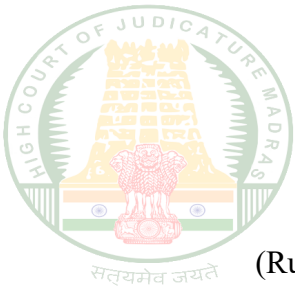


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5 The parties to this agreement agree that they will abide by the terms and conditions of this agreement. Further, the parties agree and covenant that the present agreement will be submitted before the Hon'ble Madras High Court and that the Hon'ble Madras High Court can dispose of the proceedings in lieu of this agreement and the undertaking which has been given by the parties to this agreement.

6. The parties agree and covenant that time is the very essence of this agreement and the basis for the one time settlement. In the event of default of compliance with Clause 3 of this agreement as mentioned above and if SECOND PARTY does not make the balance payment by 08.09.2026 and within the further extended period of 3 months, the SECOND party shall be unconditionally liable without any limitation to fully settle the entire outstanding amounts as per the arbitral award dated 23.07.2019. The SECOND PARTY has requested the FIRST PARTY that due to financial constraints, the entire outstanding amounts as per the arbitral award dated 23.07.2019 cannot be honoured and therefore, had requested the FIRST PARTY for a concession which has been agreed to by the FIRST PARTY and therefore, the parties hereby agree that the net outstanding default amount, will stand crystallised at Rs. 10 Crores as on 08.12.2026. The parties further agree that any delay in payment of the default amount will carry a further interest of 18% per annum. Further, it is agreed by the SECOND PARTY that a Cheque bearing No. 762455 for an amount of Rs. 10,00,00,000/- (Rupees Ten Crores only) dated 08.12.2026 drawn on IDBI Bank, Banjara Hills, Hyderabad has been issued by the SECOND PARTY to the FIRST PARTY as a Security, for the agreed penalty amount, in the unlikely event of there being a default. Upon the payment of the entire one time settlement sum of Rs. 10 Crores by 08.12.2026, the FIRST PARTY shall return the security cheque to the SECOND PARTY and the security cheque shall be treated as void.

7. The FIRST PARTY confirms that pursuant to signing of the SETTLEMENT AGREEMENT and receipt of the part settlement amount of Rs 5,00,00,000/-

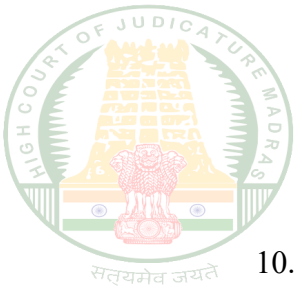


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(Rupees Five Crores Only) from the THIRD PARTY, the FIRST PARTY would withdraw all its cases pending before the Hon'ble Madras High Court vide OA No. 997 of 2025, OA. No. 998 of 2025, Arb Appl. No. 1374 of 2025 and Arb. Appl. No. 1378 of 2025 and also the case filed by the FIRST PARTY against the SECOND PARTY seeking prosecution under Section 138 of NI Act, within a period of one week from the date of signing of this Agreement. Once the entire payment of Rs. 10 Crores is received by the FIRST PARTY, the FIRST PARTY also confirms to issue a No Objection Certificate in favour of the SECOND PARTY, thereby confirming that no amounts remain due and payable in relation to Film Distribution Agreement dated 20.12.2013, Assignment Agreement dated 17.10.2015 and Agreement-cum-Undertaking dated 17.10.2015 and the Arbitration Award dated 23.07.2019

8. In the unlikely event of there being a default, from the date of default, till such time the entire amount due under this agreement are paid to the FIRST PARTY, the SECOND PARTY and/or any of its affiliates, group concerns shall not release any further film unless and until the entire amounts are cleared under this agreement to the FIRST PARTY. It is made clear that the FIRST PARTY will have an exclusive charge over any / all of the films belonging to the SECOND PARTY and its group concerns / affiliates till such time the entire amount due under this agreement is cleared.

9 Pursuant to the receipt of the entire one time settlement amount of Rs. 10 Crores, the FIRST PARTY shall cease to have any further claim against the SECOND PARTY its agents, employees, officers, authorised representatives or any other person claiming under it. The FIRST PARTY also confirms that it shall not have any claim against M/s 14 Reels Plus LLP or any projects undertaken by it or any projects undertaken by Mr. Ram Achanta and Mr. Gopichand Achanta either individually or in partnership or through any other entity



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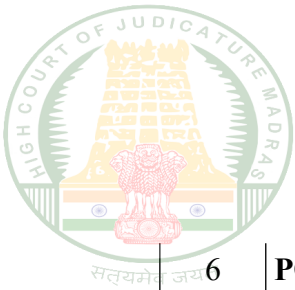
10. FIRST PARTY also confirms not to institute any fresh claim in relation to Film Distribution Agreement dated 20.12.2013, Assignment Agreement dated 17.10.2015 and Agreement-cum-Undertaking dated 17.10.2015 and the Arbitration Award dated 23.07.2019 after receipt of the entire one time settlement amount of Rs. 10 Crores and the PARTIES agree to put a quietus to the said dispute once and for all. The terms of the present SETTLEMENT AGREEMENT shall be binding on the all the PARTIES to this agreement.

11. The FIRST PARTY further confirms that pursuant to the signing of the present SETTLEMENT AGREEMENT, the FIRST PARTY shall not interfere with the theatrical release or any other rights in relation to the Movie titled 'Akhandha -2' at any time in future, till perpetuity

12 In witness thereof, both parties signed Settlement Agreement, with free will and consent, on the day, month and year, as above mentioned before the following witnesses.

ANNEXURE-1

S.No.	Name of the Movie	Star Cast	Director	Date of Release
1	DOOKUDU	Mahesh Babu, Samantha & Others	Sreenu Vitla	23.09.2011
2	1 NENOKKADINE	Mahesh Babu, Kirti Sanon and Others	Sukumar	10.01.2014
3	LEGEND	Balakrishna, Radhika Apte, Sonal Chauhan & Others	Boyapti Srinu	28.03.2014
4	AAGADU	Mahesh Babu, Tamannaah Bhatia & Others	Sreenu Vitla	19.09.2014
5	KRISHNAGADI VEERA PREMA GAADHA	Nani, Mehreen Pirzada & Others	Hanu Raghavapudi	12.02.2016



6	POWER (Kannada)	Puneeth Raj Kumar, Trisha & Others	K Madesh	28.08.2014
7	HYPER	Ram Pothineni, Raashii Khanna & Others	Santosh Srinivas	30.09.2016
8	LIE	Nithiin, Megha Akash, Arjun & Others	Hanu Raghavapudi	11.08.2017

8. Apart from the Settlement Agreement Dated 08.12.2025, Joint Memo of Compromise has been filed by the applicant and the 1st respondent. In this Joint Memo of Compromise, apart from capturing the settlement that has been arrived at between the parties under the Settlement Agreement Dated 08.12.2025, where the parties had agreed to withdraw all the applications, it is further mentioned that any claims/contentions/rights that are pending in all the other forums is also given up by the applicant. This Memorandum of Compromise was entered into by the applicant and the 1st respondent keeping in mind the proceedings that have been initiated by the applicant before the High Court of Hyderabad. Hence, this Memorandum of Compromise between the applicant and the 1st respondent shall also form part of this order.

9. The learned counsel appearing on either side submitted that all these applications can be disposed of in terms of the Settlement Agreement Dated

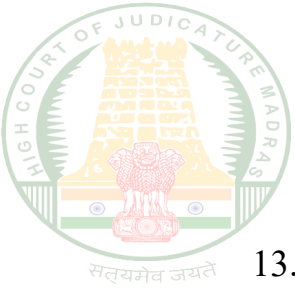


08.12.2025 and that the said Settlement Agreement can be made part of this order.

10. In the light of the above submission, all these applications are disposed of in terms of the Settlement Agreement dated 08.12.2025 and the terms of the Agreement shall form part of this order.

11. The Division Bench while allowing the appeals, passed an order of interim injunction which will continue till the main applications are taken up for final hearing. In view of the same, this interim order is continuing. As per Clause 7 of the above Agreement, immediately after the part settlement amount of Rs.5 Crores is paid to the applicant, the applicant has agreed to withdraw all these applications. It is brought to the notice of this Court that the part settlement amount of Rs.5 Crores has been transferred to the bank account of the applicant through RTGS. In the light of this development, the interim order of injunction is vacated and the 2nd respondent will be permitted to release the Movie.

12. A cheque for a sum of Rs.10 Crores, drawn in favour of the applicant was also handed over to the representative of the applicant company, who was present in Court during the proceedings.



12/14

OA Nos. 997 & 998 of 2025

13. In the result, all these applications are disposed of in the above terms.

No Costs. Consequently, connected applications are closed.

10-12-2025
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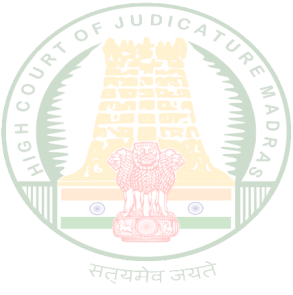
Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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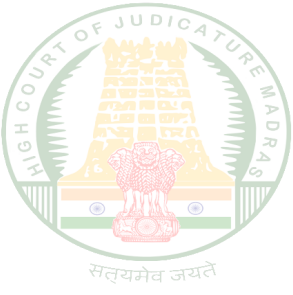
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To

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OA Nos. 997 & 998 of 2025

N.ANAND VENKATESH J.

ssr/kp

**OA No. 997 of 2025 AND OA No. 998 OF 2025
& ARB APPLN Nos. 1374 & 1388 OF 2025**

10-12-2025

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