IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (L) NO.39157 OF 2026
IN
COMMERCIAL IP SUIT (L) NO.39104 OF 2026

Arti Gajanan Chavhan ... Applicant/ Plaintiff

v/s.

Vinod Rohidas Naik & Ors. ... Respondents/ Defendants

Mr. Ashok Saraogi (VC) a/w. Adv. Mangesh Naik, Adv. Mahavit Kala, Adv. Vishaka Tiwari, Adv. Anand Mishra for the Plaintiff.

Mr. Anand Mohan a/w. Adv. Lokesh Kansal for Defendant No.1.

Ms. Megha Chandra a/w. Adv. Shashvat Aggarwal for Defendant No.2.

Mr. Rashmin Khandekar a/w. Adv. Sunil Zalmi i/by Adv. Sujay Mukherji for Defendant No.3.

CORAM : KAMAL KHATA, J.

DATED : 19TH NOVEMBER 2026.

P.C. :

1. Learned counsel for Defendant No. 3 raises a preliminary objection regarding the maintainability of the suit. He submits that Defendant No. 3 has purchased rights of the film named 'Bandhu'

SUMEDH NAMDEO SONAWANE Digitally signed by SUMEDH NAMDEO SONAWANE Date: 2026.11.21 11:02:37 +0530

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from Defendant No. 2 under the Agreement dated 10th February 2026 and has no privity of contract with the Plaintiff.

2. Drawing my attention to the addresses in the cause title he submits that the Defendant Nos 1 & 2 who against whom the Plaintiff has a claim are residents of Pune. The Plaintiff himself is a resident of Delhi. Further, referring to paragraph No.23 of the Plaint he submits that as per Plaintiff's own statement that "... the impugned third – party arrangement concerning the rights in the film has a substantial nexus with Mumbai therefore the cause of action has arisen within the territorial jurisdiction of this Hon'ble Court." a material part of the cause of action has arisen out of Mumbai and, therefore, it was incumbent for the Plaintiff to obtain leave to institute the suit in this Court.

3. He further submitted that on merits too the Plaintiff is not entitled to any interim relief owing to delay and suppression of material facts. Referring to the Order dated 11th November 2026, he submitted that the Plaintiff had moved the vacation Court and then conveniently withdrawn the Application obtaining liberty to mention and seek circulation on 18th November 2026. Referring to paragraph 24 of the Plaint he submitted that the averment clearly indicates that even according to the Plaintiff the cause of action arose on 3rd February 2026 when the Defendants procured the

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signature of the Plaintiff on the Agreement ('the said Agreement') under coercion. Thus, the Plaintiff has not made out a case for grant of ad-interim relief and has furnished any reason for not instituting proceedings between February 2026 to November 2026. According to him, the Application is moved two days before the release of the film with a clear intent to pressurise the Defendant No. 3 and extract money from them.

4. He further submitted that the Plaintiff has not made any averment regarding non-compliance with Clause 1.4 of the Agreement dated 3rd February 2026 or invoked arbitration in terms of clause 9 of the said Agreement.

5. The learned Advocate for Defendant No.2 states that substantial amount has been paid to the Plaintiff under the said Agreement now alleged to be executed by coercion. Under the said Agreement the Plaintiff has assigned all rights, title and interest for consideration and now choses to negate it only with a view to create pressure of obtaining injunction from releasing the film to extract additional consideration from the Defendants.

6. Confronted with these arguments, learned Advocate for the Plaintiff agrees to take out appropriate Application to seek leave to institute the suit.

7. In order to secure Plaintiff's interest, if any, the Defendant

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No.3's Counsel, on instructions, is willing to deposit a sum of Rs.10,00,000/- which is the consideration stated in the said Agreement in this Court within a period of one week from today without prejudice to their rights and contentions in the matter.

8. In view of the above, no interim relief is granted at this stage and all contentions of all parties are kept open.

9. List the matter on 30th November 2026 if leave is applied for by the Plaintiff to institute the suit.

(KAMAL KHATA, J.)

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