IN THE COURT OF PRINCIPAL COMMERCIAL COURT, EGMORE, CHENNAI

Present: Thiru. L.Robert Kennedy Ramesh., M.L.,
District Judge, Additional Commercial Court,
(FAC- Principal Commercial Court,Chennai)

Dated this 5th day of February 2026 Thursday

I.A. No. 1 of 2026 in C.O.S.S.R. No.71/ 2026

M/s. Sambandam Mouttou,
Proprietor, Tanisha International
Old No.10, New Nos.25, 27, 29/1, 2 and 31
VOC Main Road,
Kodambakkam,
Chennai – 600 024. … Plaintiff

(Vs)

1. M/s. G.M. Film Corporation
represented by its proprietor Mr.Mohan G
having its place of business at
No.25,G.A. Road,
3rd lane
Old Washermanpet,
Chennai – 600 021.

2.Mr. Mohan G
having his address at
No.25, G.A.Road,
3rd Lane, Old Washermanpet
Chennai – 600 021.

3. Mr. Sola Shakkaravarthi,
having his residence at
Plot no.992, H Block,
11th Main Road,
Anna Nagar West,
Chennai – 600 040.

4. Qube Cinema Technologies Ltd
No.42, Dr. Ranga Road,
Mylapore, Chennai – 600 004.

...Defendantws

This C.O.S. SR is coming for hearing regarding maintainability on 22.01.2026 in the presence of M/s. M. Vinoth, S.Yoga Rajashekar, R. Praveen the learned counsels for the plaintiff and and upon perusing the documents and hearing the arguments of the plaintiff side and having stood over for consideration of till this day and this court today doth deliver the following:

ORDER

1. Heard the learned counsel for the plaintiff to dispense with Section 12A Pre institution Mediation and Settlement under the Commercial Courts Act, 2015. A careful consideration of the pleadings in the plaint shows that the plaintiff has stated that the plaintiff under a Memorandum of understanding dated 15.04.2024 advanced Rs.10,00,000/- to the 1, 2 defendants for production of a movie “Draupati-2” and on assurance that he will be given the rights to the story script of the movie “Draupati-2”. The plaintiff has further pleaded that the defendant did not honoured

the committments under the Memorandum of Understanding including the handing over of the bounded script of the above movie and now attempt to release the above movie without settling the plaintiff's dues and hence the present suit for recovery of Rs.10,00,000/- with alternative relief to declare the plaintiff's right in the story script of the movie "Draupati-2", in which the plaintiff has prayed to dispense with the Pre Institution Mediation and Settlement under Section 12A of the Commercial Courts Act, 2015.

2. A careful consideration of the plaint pleadings shows that, the plaintiff allege that without repaying the amount of Rs.10,00,000/- advanced by the plaintiff for the movie "Draupati-2" and without complying with the terms of the Memorandum of Understanding the 1,2 defendants attempt to release the above movie. As such the above facts will constitute a 'contemplated urgent relief' to dispense with Section 12A Pre Institution Mediation and Settlement of the Commercial Courts Act, 2015 is the point to be decided. In this regard it is relevant to consider the ruling of the Hon'ble High Court of Madras

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in which it has been held that

> ***"16. This Commercial Division having explained the expression 'contemplation of urgent interim relief' deems it appropriate to make an adumbration of parameters/tests and they are as follows:***
>
> ***(a) Whether the prayer for interim relief is a product of profound thinking carefully about the possibility of the happening;***
>
> ***(b) whether the matter demands prompt action and that promptitude is of such nature that exhausting the remedy of pre***

institution mediation without any intervention in the mean time can lead to a irreversible situation, i.e. a situation where one cannot put the clock back;

(c) whether the urgency is of plaintiff's own doing, if that be so the plaintiff cannot take advantage of its own doing;

(d) high standard is required to establish the requirement of this prompt action (urgency):

(e) plaintiff should be on fair ground in urging urgency and an interim measure:

(f) actual or apprehended wrong or injury should be so imminent that the plaintiff should be able to satisfy the Court that plaintiff should not be made to stand and suffer the same".

The Hon'ble High Court of Madras in the above ruling has laid down the parameters for the expression 'contemplated urgent relief' in which one of the condition is that the situation must be one which cannot be put the plaintiff in the same position and it has been also laid down that the nature of injury should be so imminent that the plaintiff should be able to satisfy the Court that the plaintiff should not be made to stand and suffer the same. In light of the above ruling of the Hon'ble High Court of Madras, in the plaint the plaintiff allege that without repaying the financial assistance of Rs.10,00,000/- and without handing over the script of the movie to the plaintiff, the 1, 2 defendants attempt to release the movie "Draupati-2". But the alleged attempt to release the movie will not constitute a 'contemplated urgent relief' in light of the guidelines given by the Hon'ble High Court of Madras in the above ruling. Based on the pleadings in the plaint it cannot be concluded that there is a situation where the plaintiff cannot be put back nor there is a imminent hardship to the

plaintiff. Accordingly the pleadings in the plaint does not ‘contemplate any urgent relief’. As such Section 12A Pre Institution Mediation and Settlement under the Commercial Courts Act, 2015 cannot be dispensed with. Hence this plaint is returned for compliance of Section 12A Pre Institution Mediation and Settlement under the Commercial Courts Act, 2015.

In the result, this plaint is returned for compliance of Section 12A Pre Institution Mediation and Settlement under the Commercial Courts Act , 2015.

Dictated by me to the Steno-Typist, directly typed by him in the computer, corrected and pronounced by me in the open court, this 5th day of February 2026.

ROBERT KENNEDY RAMESH

Digitally signed by ROBERT KENNEDY RAMESH
Date: 2026.02.05 14:39:11 +0530

District Judge
Additional Commercial Court,
(FAC- Principal Commercial Court)
Egmore, Chennai.

Draft/Fair Order in
I.A.No. 1 of 2026
in
C.O.S.SR No. 71 / 2026
Date: 05.02.2026
Principal Commercial Court
Egmore , Chennai