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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ O.M.P.(I) (COMM.) 148/2026, I.A. 9271/2026 (Seeking leave to file additional documents)

AMAZON SELLER SERVICES PVT LTD .....Petitioner

Through: Mr Amit Sibal, Senior  
Advocate with Ms. Sneha Jain,  
Mr. Devvrat Joshi, Mr. Angad  
S. Makkar and Mr Ankit  
Handa, Advocates

versus

AASHIRVAD CINEMAS & ORS. ....Respondents

Through: *Nemo*

**CORAM:**

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**

**ORDER**

% **07.04.2026**

**I.A. 9272/2026 (For exemption from filing clearer and proper copies of documents)**

1. Allowed, subject to all just exceptions.
2. The Application stands disposed of.

**I.A. 9273/2026 (Seeking permission to filed redacted versions of documents)**

**I.A. 9274/2026 (Seeking leave to file certain documents under a sealed cover)**

3. For the reasons stated in these Applications, the same are allowed.
4. The Applications stand disposed of.

**O.M.P.(I) (COMM.) 148/2026**

5. The present Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996<sup>1</sup>**, seeking the following reliefs:

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<sup>1</sup> Act



- “a) Forthwith restrain the Respondents from exploiting including through communicating to the public and/or making available, in any manner, whether themselves or through any third-party, including by way of theatrically releasing, the Impugned Film, whether titled “Drishyam 3” or under any other title, during the pendency of the present dispute;
- b) Forthwith restrain the Respondents from, in any manner, circumventing and/or alienating the non-linear internet based rights in the Impugned Film, whether titled “Drishyam 3” or under any other title, including but not limited to engaging with, transacting with, licensing, and / or in any manner granting to any third party any and all non-linear internet-based rights in the Impugned Film, whether titled “Drishyam 3” or under any other title, (the original Malayalam version, as also the Telugu, Kannada, Tamil and Hindi dubbed versions and/or the Hindi remake thereof) during the pendency of the present dispute;
- c) Pass an order of ex-parte ad interim injunction in terms of prayer clauses (a) to (b) made hereinabove;
- b. Pass any other order(s) as this Hon’ble Court may deem fit and proper in the facts and circumstances of the present case.”

6. Learned Senior Counsel for the Petitioner contends that the parties have entered into a **Master Video Licence Agreement dated 16.10.2020<sup>2</sup>**, which incorporates an “Amazon Option” clause, in terms of which, in respect of any future titles relating to the popular Malayalam version of “*Drishyam*”, the Respondents were obligated, in the first instance, to notify the Petitioner and engage with it in negotiations regarding the renewal of the licence of existing titles or licensing of rights in such *Future Titles*. It is submitted that upon such notification, and upon the Petitioner confirming its intent to negotiate, the parties were required to undertake exclusive good faith negotiations for a period of sixty (60) days, during which the Respondents were precluded from engaging with any third party. It is further contended that upon expiry of the said exclusivity period, in the event of any third-party offer, the Respondents were mandated to

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<sup>2</sup> Agreement



notify the Petitioner within three (03) days, and the Petitioner retained a right to match such offer within ten (10) days from the date of such notification. Learned Senior Counsel contends that the present dispute arises out of the invocation and operation of the aforesaid contractual mechanism.

7. Learned Senior Counsel for the Petitioner further submits that, in terms of the aforesaid contractual framework, the Petitioner, at the initial stage, did not exercise its right of first refusal under Clause (c) of the “Amazon Option”. However, upon being notified by the Respondents on 03.03.2026 of a third-party offer, the Petitioner exercised its contractual right to match the said offer within the stipulated period.

8. It is contended that consequent to the exercise of such right, the parties entered into negotiations in furtherance thereof and exchanged multiple communications, including draft terms, with a view to finalising the agreement governing the licensing of rights.

9. However, it is further contended that, in a surprising turn of events, the Respondents, *vide* e-mail dated 31.03.2026, unilaterally terminated the negotiations, asserting that the Petitioner’s rights had “fallen away” and that they would proceed with alternative offers. The relevant portion of the said email is reproduced hereinbelow for reference:

“Dear Mahesh

We refer to our ongoing discussions over the past several months in respect of the film.

We had, in good faith, shared a revised term sheet addressing key commercial and legal points. As you are aware, certain material terms remained unresolved, and we have not received a response to our most recent communication. In the circumstances, we consider the negotiations to have concluded without agreement. Throughout



this process, we have acted in accordance with the agreement between us at all points in time and have made every reasonable effort to engage constructively and address outstanding clauses.

Accordingly, since we have not been able to reach a conclusion, we will be proceeding with alternative offers, in compliance with the terms of the agreements as your rights to the title fall away.

We thank you for your time and engagement.”

*(emphasis supplied)*

10. Learned Senior Counsel for the Petitioner submits that there was no occasion for the Respondents to issue the aforesaid e-mail, particularly when the parties were admittedly in the midst of ongoing negotiations pursuant to the Petitioner having exercised its right to match the third-party offer. It is contended that, in terms of the “Amazon Option” clause, the exercise of the right to match gave rise to a binding contractual arrangement between the parties, thereby obligating the Respondents to proceed in accordance with the agreed mechanism. The impugned communication, it is urged, is therefore wholly contrary to and in derogation of the contractual framework governing the parties.

11. Learned Senior Counsel further draws the attention of this Court to a specific portion of the said e-mail, wherein the Respondents have categorically stated that they would proceed with alternative offers on the premise that the Petitioner’s rights had “fallen away”. It is contended that such a position is wholly untenable and contrary to the contractual arrangement governing the parties.

12. It is further submitted that, in response to the said communication, the Petitioner issued public notices on its website and addressed communications to various stakeholders in the film industry, asserting the subsistence of its contractual rights and



cautioning third parties from dealing with the Respondents in relation to the said *Future Title*.

13. It is also brought to the notice of this Court that the Respondents, in turn, have addressed communications to the Petitioner in strong terms, disputing and denying the assertions made in the said public notices.

14. Learned Senior Counsel for the Petitioner submits that, in view of the aforesaid factual conspectus, there exists a clear and imminent apprehension that the Respondents may proceed to create third-party rights in respect of the *Future Title*, namely "*Drishyam 3*". It is contended that once such rights are created, the same would render restitution extremely difficult and would irreversibly prejudice the Petitioner's contractual entitlements under the Agreement. It is thus urged that a *prima facie* case stands established in favour of the Petitioner; that the balance of convenience lies in its favour, as the creation of third-party rights would tilt the equities against the Petitioner; and that the Petitioner is likely to suffer irreparable harm, particularly in view of the possibility of alteration of commercial terms and timelines, including a possible simultaneous theatrical and Over-The-Top (OTT) release, which is stated to be contrary to the agreed contractual framework.

15. In view of the aforesaid submissions, learned Senior Counsel confines his prayer, at this stage, to the grant of interim relief in terms of prayer clause (b), as extracted hereinbefore.

16. None has appeared on behalf of the Respondents.

17. This Court has heard the learned Senior Counsel for the Petitioner at considerable length and, with his able assistance,



undertaken a detailed, careful, and comprehensive examination of the various documents placed on record.

18. At the outset, this Court deems it appropriate to advert to Section 9 of the Act, in order to appreciate the statutory framework governing the present adjudication, which reads as under:

**“9. Interim measures, etc., by Court.—** [(1)] A party may, before or during arbitral proceedings or at any time after the making of the arbitral award but before it is enforced in accordance with section 36, apply to a court—

(i) for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or

(ii) for an interim measure of protection in respect of any of the following matters, namely:—

(a) the preservation, interim custody or sale of any goods which are the subject-matter of the arbitration agreement;

(b) securing the amount in dispute in the arbitration;

(c) the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

(d) interim injunction or the appointment of a receiver;

(e) such other interim measure of protection as may appear to the Court to be just and convenient, and the Court shall have the same power for making orders as it has for the purpose of, and in relation to, any proceedings before it.

[(2) Where, before the commencement of the arbitral proceedings, a Court passes an order for any interim measure of protection under sub-section (1), the arbitral proceedings shall be commenced within a period of ninety days from the date of such order or within such further time as the Court may determine.

(3) Once the arbitral tribunal has been constituted, the Court shall not entertain an application under sub-section (1), unless the Court finds that circumstances exist which may not render the remedy provided under section 17 efficacious.]”

19. It is necessary to underscore that the jurisdiction of this Court under Section 9 of the Act is circumscribed and intended only to grant interim measures of protection, and does not extend to a determination



of the merits of the underlying contractual disputes between the parties. The law with regard to the scope and jurisdiction of the Court under Section 9 of the Act is no longer *res integra*. In *ArcelorMittal Nippon Steel (India) Ltd. v. Essar Bulk Terminal Ltd.*<sup>3</sup>, the Hon'ble Supreme Court has expounded the contours of such jurisdiction in the following terms:

“88. Applications for interim relief are inherently applications which are required to be disposed of urgently. Interim relief is granted in aid of final relief. The object is to ensure protection of the property being the subject-matter of arbitration and/or otherwise ensure that the arbitration proceedings do not become infructuous and the arbitral award does not become an award on paper, of no real value.

89. The principles for grant of interim relief are (i) good prima facie case, (ii) balance of convenience in favour of grant of interim relief and (iii) irreparable injury or loss to the applicant for interim relief. Unless applications for interim measures are decided expeditiously, irreparable injury or prejudice may be caused to the party seeking interim relief.

90. It could, therefore, never have been the legislative intent that even after an application under Section 9 is finally heard, relief would have to be declined and the parties be remitted to their remedy under Section 17.

91. When an application has already been taken up for consideration and is in the process of consideration or has already been considered, the question of examining whether remedy under Section 17 is efficacious or not would not arise. The requirement to conduct the exercise arises only when the application is being entertained and/or taken up for consideration. As observed above, there could be numerous reasons which render the remedy under Section 17 inefficacious. To cite an example, the different arbitrators constituting an Arbitral Tribunal could be located at far away places and not in a position to assemble immediately. In such a case, an application for urgent interim relief may have to be entertained by the Court under Section 9(1).”

*(Emphasis supplied)*

20. Having considered the submissions advanced and upon a *prima facie* evaluation of the material placed on record, this Court is satisfied

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<sup>3</sup> (2022) 1 SCC 712.



that the Petitioner has made out a case for grant of *ad-interim* protection, at this stage, under Section 9 of the Act.

21. Keeping in view the submissions advanced by the learned Senior Counsel for the Petitioner at length and in particular, the submissions relating to the triple test, this Court is satisfied that the essential ingredients for grant of interim relief, namely, the existence of a *prima facie* case, *balance of convenience*, and *likelihood of irreparable harm*, stand established in favour of the Petitioner.

22. Accordingly, till the next date of hearing, the Respondents are restrained from creating or otherwise dealing with any third-party rights in respect of the non-linear internet-based rights in the film tentatively titled "*Drishyam 3*", in terms of prayer clause (b).

23. Issue notice.

24. Upon the Petitioner taking steps within a period of one (01) week, let notice be issued to the Respondents through all permissible modes, returnable on 20.04.2026. *Dasti*, in addition, is permitted.

25. Reply, if any, be filed by the Respondents within a period of one (01) week thereafter. Rejoinder thereto, if any, be filed within a period of three (03) days thereafter.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**APRIL 7, 2026/rk/kr**