



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

**INTERIM APPLICATION (L) NO. 10646 OF 2026**  
**IN**  
**COMMERCIAL IP SUIT (L) NO. 3739 OF 2026**

Reliance Entertainment Studios Private Limited ...Applicant

***In the matter between :***

Dream Warrior Pictures

...Plaintiff

***Versus***

Reliance Entertainment Studios Pvt. Ltd.

and Others

...Respondents

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*Mr. Gaurav Mehta, Mr. Bhanu Chopra, Mr. Deepak Deshmukh, Mr. Jahan Ajay Chokshi, Mr. Mohit Shah, Mr. Adit Furia, Ms. Rashmi Shetty i/b JHAC and Associates for Applicant/Plaintiff-Dream Warrior Pictures.*

*Mr. Rohan Sawant, Mr. Chandraji Das, Ms. Tamanna Meghrajani, Mr. Pavanaj Hariharan i/b Parinam Law Associates for Defendant No. 1.*

*Mr. Hiren Kamod, Ms. Pragya Chandak, Ms. Arunima Phadke i/b Cyril Amarchand Mangaldas for Defendant No. 2.*

*Mr Thomas George, Ms. Neeti Nihal, Ms. Bargavi Baradhwaj i/b Saikrishna and Associates for Defendant No. 3.*

*Ms. Nirali Atha i/b Dua Associates for Defendant No. 4.*

*Ms. Jasmeet Kaur i/b Naik and Naik for Respondent No. 5.*

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**Coram : Sharmila U. Deshmukh, J.**

**Reserved on : 25<sup>th</sup> March, 2026.**

**Pronounced on : 10<sup>th</sup> April, 2026.**

**ORDER :**

1. The Application has been filed by the Defendant No 1 under Order VII, Rule 10 of Code of Civil Procedure, 1908 [for short, "**CPC**"]

seeking that the Plaint be returned as the reliefs sought by the Plaintiff are triable exclusively by the Courts in Chennai.

**2.** The contention is premised on the agreement for assignment of Hindi remake rights of the original Tamil film "Kaithi" executed on 29<sup>th</sup> March, 2023 by the Plaintiff and the Applicant, by which 50% of the remake rights of the original film was assigned to the Applicant. Clause 11 of the said agreement provided for the exclusive jurisdiction of Courts in Chennai. It was contended that the agreement dated 29<sup>th</sup> March, 2023 is the principal agreement and the second agreement dated 1<sup>st</sup> April, 2023 which provided for exclusive jurisdiction of the Courts in Mumbai and executed between the Applicant, the Plaintiff and the Defendant No 2 is an ancillary document. It is pleaded that it is the jurisdiction clause in first agreement which will govern the jurisdiction which is the Court in Chennai and hence, the plaint be returned for presenting before the Court in Chennai.

**3.** In the Affidavit-in-reply, it is submitted that the jurisdiction clause contained in second agreement will govern the parties, as the same is subsequent to first agreement, the parties are the same and the subject-matter of the agreement is the same i.e. assignment of remake rights of the original film. It is pleaded that the second agreement contains an entire agreement clause which supersedes all previous agreements between the parties insofar as those terms are

contrary to the second agreement. It is submitted that jurisdiction clause in first agreement is limited and only makes the first agreement subject to the jurisdiction of the Courts in Chennai whereas the jurisdiction clause in the second agreement is extremely wide and makes all disputes arising out of or in connection with the second agreement subject to jurisdiction of the Courts in Mumbai. It is contended that the dispute in the present case arises out of both the agreements and the Plaintiff cannot sue Defendant No. 1 in Chennai and Defendant No. 2 in Mumbai for the same relief.

**4.** Mr. Sawant, learned counsel appearing for Applicant draws attention of this Court to Clause 2.4 of the first agreement which permitted the Applicant to appoint Defendant No. 1 and for separate agreement to be executed between the Plaintiff, Applicant and Defendant No. 2. He would further point out that Clause 4.1.2 contemplates the second agreement and upon balance 50% of remake rights of the original film being granted to the additional producer, the Applicant undertook to pay the balance amount. He would point out the jurisdiction clause and entire agreement clause in the first agreement. He would further point out Clause 4 of the second agreement which acknowledges that the first agreement is the principal agreement and contends that the second agreement is an ancillary agreement which cannot be said to supersede the principal

agreement. He further point outs that there is no termination clause in the second agreement and the reliance in the plaint is on the clauses of the first agreement. He submits that clause 11.1 of the second agreement stated to be a wider clause cannot obliterate the jurisdiction clause conferred in the first agreement. In support, he relies upon the following decisions :

***Olympus Superstructures Pvt. Ltd. vs. Meena Vijay Khetan and Others*<sup>1</sup>**

***Ameet Lalchand Shah and Others vs. Rishabh Enterprises and Another*<sup>2</sup>**

***Balasore Alloys Ltd. vs. Medima LLC*<sup>3</sup>**

5. Mr. Mehta, Learned counsel appearing for the original Plaintiff would submit that second agreement is subsequent to the first agreement, pertains the same subject matter and the parties are the same. He submits that the second agreement supersedes the first agreement in so far as those terms which are contrary to the terms contained in second agreement. He submits that wide jurisdiction clause in the second agreement makes all disputes arising out of in connection with the second agreement subject to jurisdiction of the Courts in Mumbai and parties have made a conscious departure from the jurisdiction clause contained in the first agreement and have

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1 (1999) 5 SCC 651.

2 (2018) 15 SCC 678.

3 (2020) 9 SCC 136.

agreed to be bound by jurisdiction of Courts in Mumbai by executing the second agreement. He submits that dispute in the present case arises out of both the agreements and there cannot be any splitting of cause of action in inter-connected agreements forming part of the same transaction and Plaintiff cannot be expected to sue Defendant No. 1 in Chennai and Defendant No. 2 in Mumbai. In support, he relies upon the following decisions :

***Tyso International Company Ltd. vs. Partner Reinsurance Europe Se<sup>4</sup>***

***Juggilal Kamalapat vs. N. V. Internationale Crediet-En-Handels 'Rotterdam' (alias Rotterdam Trading Co. Ltd.)<sup>5</sup>***

***Chrisomar Corporation vs. MJR Steels Pvt. Ltd.<sup>6</sup>***

6. I have considered the submissions and perused the record.
7. The Plaintiff *inter alia* seeks declaration that the assignment of remake rights in the original film "Kaithi" in favour of Defendant Nos 1 and/or 2 was never completed or perfected in law, that there is termination of the first agreement, that the remade film "Bholaa" is now an unauthorised remake of the original film and the continued exploitation of the remade film by Defendant Nos 1 to 5 amounts to infringement of the Plaintiff's copyright in the original film.

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4 (2024) EWCA Civ 363.

5 1952 SCC OnLine Cal 250.

6 (2018) 16 SCC 117.

8. There are two agreements executed in respect of the remake rights of the original Tamil film : the first agreement is dated 29<sup>th</sup> March, 2023 executed between the Applicant and the Plaintiff. By this agreement, 50% remake rights were assigned to the Applicant with further right to the Applicant to appoint the Defendant No 2 to produce the remade film by way of execution of a separate agreement between the Applicant, the Plaintiff and Defendant No 2 assigning the entire remaking rights to the Defendant No 2.

9. In *lieu* of the assignment of 100%remaking rights, under Clause 4 of the first agreement, the Applicant undertook the liability of payment of consideration of Rupees Five Crores. The consideration clause specifies that Rupees Two Crores Fifty Lakhs out of the total consideration is in furtherance of Clause 2.4 by which the Plaintiff has assigned 50% rights to the Defendant No 2. Clauses 2.4 and 2.5 of the agreement pertaining to the assignment of rights reads as under :

**"2.4.** The Assignee shall have right to appoint Ajay Devgn Film Productions LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and represented by its designated partners namely Vishal Devgan, having its registered office located at 6, Sheetal Apartment, Opp. Chandan Cinema, JVPD Scheme, Juhu, Mumbai-400049 (**"Additional Producer"**) to create/develop/produce the Remade Film, wherein such Additional Producer shall be entitled to the entire Remake Rights by way of a separate agreement between the Assignor, Assignee and the Additional Producer to create/develop/produce the Remade Film and share the Intellectual Property Rights in the Remade Film jointly in an equal ratio i.e. 1/3<sup>rd</sup> to

each party.

**2.5.** The Assignee and the Additional Producer will have a separate agreement that captures the established commercial understanding with respect to the production, distribution and marketing rights of the Remade Film, without any recourse and any liability to Assignor in any manner whatsoever.

**10.** Under the first agreement, the parties i.e. the Applicant and the Plaintiff agreed to the exclusive jurisdiction of Courts in Chennai.

Clause 11 pertaining to governing law reads as under :

**“11. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Chennai, India. Further, no Association or Federation or Guild shall have any jurisdiction in the matter/disputes arising out from or in relation to the Agreement.”

**11.** Clause 12.2 reads as under :

**“12.2. Entire Agreement:** This Agreement contains the full and complete understanding between the Parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by the Parties to this Agreement.”

**12.** Pursuant to Clause 2.4 of the first agreement which reserved a right to the Applicant to appoint Defendant No. 2 to produce the remade film, the second agreement was executed on 1<sup>st</sup> April, 2023 between the Plaintiff, the Applicant and Defendant No. 2. The Applicant and the Plaintiff were described as Assignor 1 and Assignor 2 and the Defendant No 2 was described as Assignee. The recital in the

agreement refers to the first agreement. By the second agreement, the assignors i.e. Plaintiff and Applicant jointly assigned in favor of the Defendant No. 2, 100% remake rights of the original Tamil film. Clause 4 of the second agreement reads as under:

**“4. PRODUCTION AND BUSINESS AGREEMENT:**

The Assignors hereby acknowledge and agree that the Assignors vide a separate detailed Agreement [Principal Agreement] have captured the principal understanding with respect to grant of 50% remake rights from Assignor No.1 subject to receipt of the consideration (fixed and variable) from the Assignor No. 2 as agreed therein. The Assignee agrees that the agreed consideration and other commercials in relation to the grant of Remake Rights and/or Remade Film for the Assignor 1 shall be as per the terms agreed in the Principal Agreement only.

Further, the Assignor 2 and Assignee shall enter into separate agreement wherein they shall capture the detailed production, exploitation and commercial understanding with respect to the Remade Film (“Production Agreement”). The Assignor 2 and Assignee hereby agree that any profit or loss arising out of the exploitation of the Remade Film and/or the terms agreed under the Production Agreement shall be discussed between the Assignor 2 and the Assignee, without any recourse to the Assignor 1. The Assignor 2 and the Assignee jointly shall be liable to indemnify the Assignor 1, against any and all charges, claims, actions, proceedings, damages, liabilities, costs, judgments, decrees, losses, penalties, costs and expenses (including reasonable legal fees), demands, liabilities, and causes of action of any kind or nature whatsoever, by reason of, based upon, relating to, or arising out of or in connection with the breach of any terms by the Assignor 2 and/or Assignee under the Production Agreement.”

**13.** By the second agreement, the parties agreed to exclusive jurisdiction of the Courts in Mumbai. Clause 11.1 of the second

agreement reads as under :

**“11.1. Jurisdiction and Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Mumbai in connection with any dispute arising out of or in connection with this Agreement.”

**14.** Clause 11.7 reads as under :

**“11.7 Entire Agreement:** This Agreement embodies the entire understanding between the Parties as to the subject matter hereof, and expressly and unequivocally supersedes all previous agreements, warranties or representations, oral or written, which may have been made between the Parties as to the subject matter hereof.”

**15.** The second agreement did not contain any clause for termination. The rights conferred by the agreements were duly exercised by the Applicant and Defendant No. 2 and the remade film was duly produced and released.

**16.** From perusal of both the agreements, the arrangement that was entered into between the parties was that by first agreement, 50% of remake rights was granted by the Plaintiff to Applicant in respect of the original film with the right to appoint Defendant No 2 who shall then be given 100% remake rights by the Applicant and Plaintiff as Assignors. The consideration was assessed in the first agreement and by Clause 4 of the second agreement, the Defendant No 2 agreed to bound by the consideration and commercials in relation to grant of remake rights as recorded in the first agreement as the principal

agreement. It is in this context that the second agreement makes a reference to the first agreement.

**17.** The case of the Plaintiff is that by virtue of the two agreements, the remake of the original Tamil film was theatrically released and there is default in payment of the agreed consideration by the Applicant. There is continued exploitation of the remade film “Bholaa” on OTT platform and the credits reflect Applicant and Defendant No 2 as producers in respect of the remade film. It is pleaded that assignment of the remake rights contemplated under the first agreement and second agreement was never completed or perfected in law and the Plaintiff remained the sole and exclusive owner of all remake rights. The Defendant Nos. 1 and 2 never acquired any remake rights and the purported exercise of rights by Defendant Nos. 1 and 2 is unlawful. The Plaintiff *inter alia* seeks the following reliefs:

**“(a)** Declare that:

(i) The assignment of Remake Rights in the Original Film 'Kathi' in favour of Defendant Nos. 1 and/or 2. was never completed or perfected in law;

(ii) The Remake Rights Assignment Agreement dated 29 March 2023 stood validly terminated with effect from 27 November 2024 pursuant to the Cure Notice dated 28 October 2024;

(iii) Defendant No. 1 and/or Defendant No. 2 have no remake rights in the Original Film 'Kaithi', and such rights (if at all validly assigned) reverted back to the Plaintiff upon the termination of the Remake Rights Assignment Agreement dated 29

March 2023;

(iv) the Remade Film 'Bholaa' is. now an unauthorized remake of the Original Film 'Kaithi' and exploitation of the Remade Film 'Bholaa' is thus an infringement of the Plaintiff's copyright subsisting in the Original Film 'Kaithi'; and

(v) the continued exploitation, distribution, exhibition, broadcast, streaming and/or monetisation of the Remade Film "Bholaa" and/or its components (including songs, music, trailers, promos, music videos and other derivative material) by Defendant Nos. 1-5 amounts to unlawful infringement of the Plaintiff's copyright and proprietary rights and constitutes breach of contract and wrongful enrichment;

**(d)** Pass a decree in favour of the Plaintiff and against the Defendant No. 1 directing payment to the Plaintiff, of a sum of Rs. 28,89,02,466/- by way of damages for breach of the Remake Rights Assignment Agreement dated 29 March 2023 and Assignment Agreement for Remake Rights dated 1 April 2023;"

**18.** Though the Plaintiff's right to secure consideration flows from the first agreement, the remade film "Bholaa" has been already made by Defendant No 2 on account of which the Plaintiff has sought the declaration that the assignment of remake rights were never completed or perfected in law in favour of the Defendant No 2. The edifice of the Plaintiff's case is continued ownership in the original Tamil film and all rights flowing therefrom by reason of material breach of not only the first agreement but also the second agreement. The assignment of 100% remake rights could take place only through the second agreement and it is the consequence of 100% assignment

resulting in the remade film, which constitutes cause of action in present case. Therefore in effect the Plaintiff seeks a declaration even in respect of the second agreement. The jurisdiction clause under the second agreement confers jurisdiction on the Courts of Mumbai.

**19.** There is no necessity for treating the first agreement as principal or dominant agreement and the second agreement as ancillary or subsidiary agreement for the purpose of determining the issue of jurisdiction notwithstanding the fact that the expression "Principal Agreement" used in the first agreement is only for the purpose of giving finality to the consideration and other commercials agreed upon the first agreement. The parties to the two agreements are different as in the first agreement the Defendant No 2 is not a party. Though the subject matter of both the agreements pertain to the remake rights, by the first agreement the Plaintiff assigned 50% remake rights to the Applicant and by the second agreement, the Applicant and the Plaintiff on one hand as Assignors and the Defendant No 2 on the other hand as Assignee was assigned 100% remake rights. The suit is not based entirely on the first agreement and also seeks damages for breach of the second agreement.

**20.** The Plaintiff's suit is not for recovery of money against the Applicant which then would be governed only by the first agreement and the jurisdiction clause contained therein but also seeks relief

against the unlawful exploitation of the remake film, which is the consequence of the second agreement. It is Defendant No 2 who has exploited 100% remake rights and the reliefs are premised on the exploitation by Defendant No 2. The jurisdiction clause in the second agreement would encompass the dispute arising in the present case.

**21.** The Applicant is also party to the second agreement and agreed to the exclusive jurisdiction of the Courts of Mumbai. The Defendant No 2 was not party to the first agreement and had not agreed to the jurisdiction of the Courts of Chennai but the Applicant by the second agreement has agreed to the jurisdiction of Courts of Mumbai. Considering the reliefs claimed which claim infringement of copyright, which adjudication cannot be restricted to the first agreement and 100% exploitation is under the second agreement by Defendant No. 2, who is not party to the first agreement, it is the Courts of Mumbai which would have jurisdiction to entertain and try the present suit.

**22.** In any event, vide order dated 11<sup>th</sup> February, 2024, this Court has granted leave under Clause XII of Letters Patent to maintain the Suit in Mumbai, which order has not been challenged.

**23.** Coming to the decisions relied upon by Mr. Savant, in the case of ***Olympus Superstructures Private Limited vs. Meena Vijay Khetan***<sup>7</sup>, the question was whether the disputes and differences arising under

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<sup>7</sup> (1999) 5 SCC 651.

the Interior Design Agreement are integrally connected with the disputes and differences arising from the main agreement for the purpose of construing arbitration agreement. In that case, there were two sets of agreements out of which one contained an arbitration clause of general nature without specific name of particular Arbitrator whereas the second set contained a second arbitration clause mentioning the name of specific Arbitrator. In that case, the parties to both the agreements were same and main agreement provided for sale of residential tenements and the other set of agreements provided for Interior Design Agreement. Considering the nature of agreements, the Hon'ble Apex Court construed the arbitration clause in Interior Design Agreement to hold that the same comes into play only in a situation where there are no dispute and differences in the main agreement and dispute and differences are solely confined to Interior Design Agreement based on the wordings of the said clause. The decision turned on the construction of wordings contained in the arbitration clauses by limiting the dispute arising out of Interior Design Agreement to named arbitrator.

**24.** In the case of *Ameet Lalchand Shah vs. Rishabh Enterprises* (supra), the issue arose in the context of Section 8 of Arbitration and Conciliation Act, 1996, as to whether the agreements are inter-connected in light of the nature of agreements entered into between

the parties. It was held that the agreements are interconnected and are covered by arbitration clause covered in the main agreement. In that case, there was no consideration of any conflicting clauses of the agreement by the Hon'ble Apex Court.

**25.** In the case of *Balasore Alloys Limited vs. Medima LLC* (supra), the arbitration clause was existing in different set of documents between the same parties relating to the same transaction. The Court considered the nature of dispute that was sought to be resolved through arbitration and in that context considered the main agreement as umbrella agreement to apply arbitration clause contained therein.

**26.** In the present case, the relief sought pertains to the infringement which essentially is the consequence of the second agreement. The decision therefore, does not assist the case of the Applicant.

**27.** In light of the above discussion, the Courts of Mumbai will have jurisdiction to entertain and try the present Suit. Resultantly, the application fails and stands dismissed.

**[Sharmila U. Deshmukh, J.]**