

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON
09.07.2026PRONOUNCED ON
31.07.2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

O.A.No.181 of 2026inC.S.No.545 of 2015

M/s.Ad Bureau Advertising Pvt., Ltd.,
Rep., by its Managing Director,
Mr.Abirchand Nahar
Royala Towers
No.781 Mount Road, Chennai – 600 002.
Now Residing at
Nahar House, No.84, Saint Mary's Road,
Alwarpet, Chennai – 600 018.

... Applicant

Vs

1.M/s.Mediaone Global Entertainment Ltd.,
Rep., by Director Dr.J.Murali Manohar,
No.59 Vijayaragava Road,
T.Nagar, Chennai – 600 017.
Now office at
No.1 Wallace Lane, 1st Floor, Mataji Complex,
Mount Road, Chennai – 600 002.

2.Dr.J.Murali Manohar,
Director, M/s.Mediaone Global Entertainment Ltd,
No.A A17, 3rd Street, Anna Nagar,
Chennai – 600 040.

3.Smt.Latha Rajinikanth

4.Smt.Soundarya Rajinikanth Ashwin



5.M/s.Eros International Media Ltd.,
GEE GEE Universla,
5th floor, Door No.2 (Old Number)
No.18/1 & 2 (Old Number*)
Mc Nichols Road, Chetpet,
Chennai – 600 031.
Now office at No.201, Kailash Plaza, Andheri West
Opp., Laxmi Industrial Estate &
Fun Republic Cinema
Off: New Link Road, Plot No.A12
Mumbai – 400 053.

..Respondent(s)

PRAYER:- This Original Application had been filed to grant an ad-interim injunction restraining the respondents, their agents, servants, distributors, licensees, OTT platforms, exhibitors and all persons claiming under or through them from releasing, distributing, screening, streaming, marketing, advertising or in any manner whatsoever exploiting the AI-enhanced or derivative version of the film “Kochadaiiyaan” in any format, territory or platform, including theatrical, OTT, satellite or digital, pending disposal of the suit.

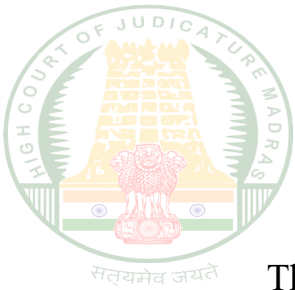
For Appellant(s): Mr.Abirchand Nahar
(Party-in-Person)

For Respondent(s): Mr.T.T.Ravichandran for R2

M/s.Sai Bharath & Ilan for R1

Mr.S.Elambarathi for RR3 & R4

Mr.Anirudh A.Sriram for R5



ORDER

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The present Original Application had been filed to grant an ad-interim injunction restraining the respondents, their agents, servants, distributors, licensees, OTT platforms, exhibitors and all persons claiming under or through them from releasing, distributing, screening, streaming, marketing, advertising or in any manner whatsoever exploiting the AI-enhanced or derivative version of the film “Kochadaiiyaan” in any format, territory or platform, including theatrical, OTT, satellite or digital, pending disposal of the suit.

2.Heard Mr.Abirchand Nahar, Party-in-Person appearing for the applicant, M/s.Sai Bharath & Ilan learned counsel appearing for the first respondent, Mr.T.T.Ravichandran, learned counsel appearing for the second respondent, Mr.S.Elambharathi, learned counsel appearing for the third and fourth respondents and Mr.Anirudh A.Sriram, learned counsel appearing for the fifth respondent.

3. The applicant Party-in-Person would submit that the present Suit had been instituted for recovery of monies and enforcement of contractual and secured rights arising out of an agreement between the parties on 25.04.2014, 21.05.2014 and the deed of guarantee dated 04.05.2014. He would submit that he had transferred a sum of Rs.10,00,00,000/- through RTGS, pursuant to the



agreements and guarantee wherein the respondents have agreed to repay a sum of Rs.20.40 Crores including the rights of collection in Tamil Nadu. He would submit that the cheques that were issued to honour the commitment, also were dishonoured for which proceedings had been initiated under the Negotiable Instrument Act, which is now pending consideration appeal before the Hon'ble Apex Court. He would also draw attention of this Court to the non-compliance of the undertaking before the Hon'ble Apex Court which was taken note of in restoration of the appeals filed. He would submit that the film for which he had financed had been enhanced using Artificial Intelligence and the same is expected to be released by the respondents. He would submit that the respondents having failed to undertake to honour their negotiable instrument apart from the undertaking given before the Hon'ble Apex Court, do not have any rights to release the film and that again the right of the applicant to recover the money claim in the Suit would become futile. Hence, he prays this Court to grant the injunction as prayed for.

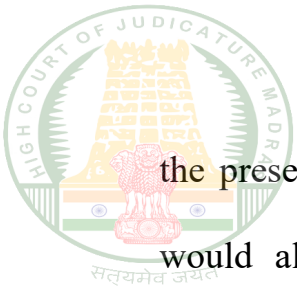
4. The learned counsels appearing for the respondents in unison would submit that the present application that too in suit for recovery of money where the Suit had been rife for trial, on the alleged agreements and the guarantee given by one of the respondents and also in further view that for the suit claimed cheque issued by one of the respondents in favour of the applicant, is subject matter of an appeal before the Hon'ble Apex Court, which negotiable



instrument has also been relied upon by the applicant to sustain his claim for recovery of money and in the event of the Hon'ble Apex Court accepting the claim of the appellant therein on the issue of the drawal of the cheque in deciding the appeal, the applicants relief of recovery of money would have a bearing of the issue. That apart, they would submit that the applicant who in the plaintiff had let in evidence and the suit was at the stage of the evidence of the defendants side where DW-1 had let in evidence and it had been listed for evidence of further defendants. At that stage, the present Application had been taken out and no further trial had taken place in the Suit for the past four months. They would submit that when the applicant do not have the right in the said film, utmost he would be entitled for recovery of the money claimed by him, if he is able to substantiate the same. Hence, they would submit that there is no necessity for granting an injunction as prayed for.

5. I have considered the submissions made on either side and perused the materials placed on record.

6. In a Suit filed in the year 2015 for recovery of money on the various averments that the plaintiff had advanced money for production of a film, which is alleged to be re-released by enhancing the film using Artificial Intelligence, the present application for injunction had been filed. A perusal of the various proceedings of this Court would indicate that the issues came to be framed in



the present Suit as early as on 23.10.2019. The Case Management Schedule would also indicate that the examination of witnesses would have to be completed by 22.01.2020 and was to be listed for oral arguments in the month of February 2020. But the records reveal that even as of this day, trial is yet to be completed and recording of witnesses on the side of the defendants is yet to be over.

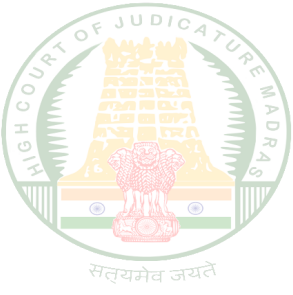
7. A perusal of the cause of action paragraph would also indicate that the cause of action for institution of the Suit for recovery of money was only based upon the transactions between the plaintiff and the defendants 1 to 3. He had also alleged that the purchase of the rights in the film by the fifth defendant was not *bonafide* and such purchase by the fifth defendant was with a full knowledge of the plaintiff's right in the film. A perusal of the prayer would reveal that having knowledge the fifth defendant had purchased the rights in the film de hors the rights of the plaintiff, the plaintiff had not sought for any relief as against the fifth defendant, who is admittedly now assignee of the film. When that being so, the claim of the applicant to prevent the re-release of the film of which rights even at the time of filing Suit have been assigned in favour of the fifth defendant, could not be entertained with by this Court at the present stage.



8. For the aforesaid reasons, this Court do not find any merits in the Original Application and accordingly the same is dismissed. However, there shall be no order as to costs.

31.07.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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OA.No.181 of 2



K.KUMARESH BABU, J.

PBN

A Pre-delivery Order made in
A.No.181 of 2026
in
C.S.No.545 of 2015

31.07.2026