



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

**CHAMBER SUMMONS (L) 1168 OF 2016
IN
EXECUTION APPLICATION NO.85 OF 2015
IN
AWARD DATED 8.5.2013**

M/s.ISD ArtsComplainant

V/s.

M/s.Super Cassettes Industries Ltd.Applicant/Respondent

Mr.Ashok Singh a/w Mr.R.N.Gaonkar for the applicant.

None for the respondent./original claimant.

CORAM : K.R.SHRIRAM,J

DATE : 5.5.2016

P.C.:-

1 This Chamber summons has been taken out by the respondent praying that the execution application taken out by the claimant be dismissed and the order of attachment levied in respect of movable and right, title & interest and goodwill of the respondent and ownership rights of the office premises of Golden Chariot Studio, Plot No.B, 14, New Link Road, Near Monginis, Andheri (West), Mumbai-400 053 be raised. The claimant though served, is not present. The affidavit of service of one Sachin Ziman affirmed on 5.5.2016 is taken on record.

2 The claimant and the respondent had entered into an Assignment Deed (Video) dated 4.5.2010 and the assignment deed



(Audio, Audio Visual Songs & Mobile & Digital Content of Audio & Audio Visuals of Songs) dated 10.5.2010. Clause-10 and clause-14 of the two assignment deeds are relevant and they read as under :-

Assignment Deed (video) dated 4.5.2010 :

“Clause-10. In the event of any dispute between the parties hereto in connection with any of the clauses or covenants contained herein, then in that event the Courts at Delhi alone shall have jurisdiction to entertain and try such disputes.

Assignment Deed (Audio, Audio Visual Songs & Mobile & Digital Content of Audio & Audio Visuals of Songs) dated 10.5.2010 :

Clause-14. The rights and obligations of the parties hereunder and terms and conditions of this Assignment shall be construed according to the laws of India and all matters, claims and disputes arising in respect thereof shall be subject to the exclusive jurisdiction of the relevant courts at New Delhi.”

3 Despite this, the claimant approached one Indian Motion Picture Producer Association (IMPPA) to decide the dispute that arose between the parties under the agreements. IMPPA has also gone ahead and given an award in favour of the claimant. I fail to understand how this IMPPA has any jurisdiction to decide dispute between the parties. In the matter between ¹Shakeel Noorani Vs. Sanjay Dutt , a single Judge of this Court (Coram : B.P.Colabawalla,J), where the facts were also similar, has held that the decision/award of Indian Motion Picture Producer Association are

¹ 2014(3) ABR 794



non est and is abuse of the process of the Court. In this case also prima facie, it is an abuse of process of Court by IMPPA and the award prima facie is not executable.

4 In the circumstances, ad-interim relief in terms of prayer clauses-(d) and (e) ought to be granted. Prayer clauses-(d) and (e) read as under :-

“(d) Pending hearing and final disposal of the matter, this Hon'ble Court may be pleased to stay the proceeding of the Execution Application No.85 of 2015 ;

(e) Pending the hearing and final disposal of the matter, this Hon'ble Court may be pleased to cancel the Warrants of Attachment levied in the Execution Application No.85 2015 on the said immovable property and movable property lying therein mentioned in prayer clause (a)”

5 Registry to issue notice to Indian Motion Picture Producer Association calling upon them to explain what is their authority to conduct such hearing and pass such awards and under what provisions of law, returnable after 8 weeks. IMPPA to file their affidavit in reply and serve a copy thereof upon the applicant within six weeks from today. The claimant to file their affidavit in reply within four weeks from today. Rejoinder if any, to be filed within two weeks thereafter.

6 Matter to be listed as per CMIS date.

(K.R.SHRIRAM,J)