

C.S.No.347 of 2017**KRISHNAN RAMASAMY, J.**

This is a suit pertaining to the year, 2017. After the constitution of this Commercial Division with effect from 01.01.2018, the suit was transferred to the Commercial Division and is listed today for determination of jurisdiction.

2. The learned counsel appearing for the plaintiff would submit that the Plaintiff was engaged in the business of providing services relating to digital intermediate post production services, processing, printing and release of cinematographic prints, digital prints, etc. and as per clause 12 of the Articles of Association, the plaintiff entered into the business of financial services. The defendant who is an actor, director and a film producer has sought financial assistance from the Plaintiff for a sum of Rs.3,00,00,000/- (Rupees Three Crores only) for the production of full length feature film 'UNSAMAYIL ARAYIL' and the Plaintiff also lent the said amount to the defendant, on certain terms and conditions which were reduced in writing and a Memorandum of Understanding (MOU) dated 27.04.2013 was also executed between them. However, as per the terms of conditions of Memorandum of Understanding, the defendant have not repaid the sum of Rs.1,58,89,109/- (Rupees One Crore Fifty Eight Lakhs Eighty Nine Thousand One Hundred and Nine only) and hence the present suit has been filed. He would

further contend that the present dispute squarely comes under the definition of 'Commercial Dispute' under Section 2(1)(c)(i) of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015, which reads as follows:-

"Section 2 (1) (c) "commercial dispute" means a dispute arising out of--

(i) ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;

3. The learned counsel for the defendant further submitted that there is a difference in payment of outstanding amount payable to the Plaintiff.

4. On the other hand, the learned counsel for the Plaintiff would submit that the said dispute has to be decided by this Court and that is why the present suit has been filed.

5. This Court, on perusal of the plaint and in the light of the aforesaid submission made and also on perusal of Plaint, Memorandum of Understanding and Articles of Association , is of the view that the present dispute comes within the meaning of

Section 2(1)(c)(i) of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015. Hence, this Court assumes jurisdiction to hear the suit. Accordingly, the suit is taken on file.

6. Post on 29.08.2019 for passing further orders.

16.08.2019

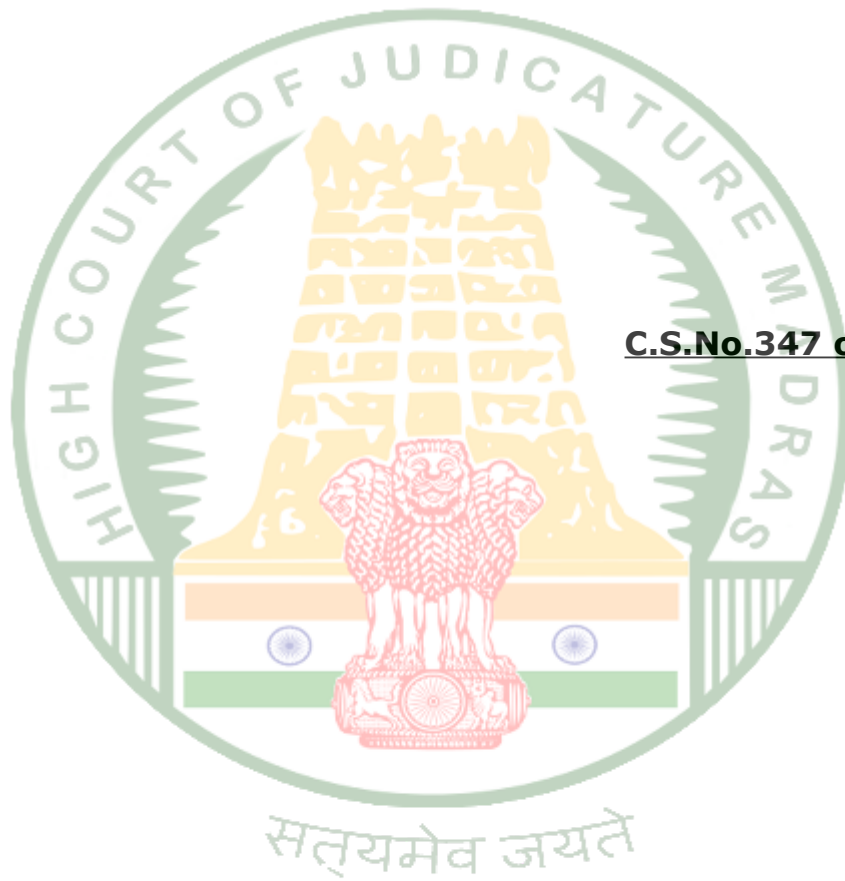
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