2026:MHC:4563

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Order QR

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 27-10-2026

Order pronounced on : 13-11-2026

CORAM

THE HON'BLE MR.JUSTICE P.B. BALAJI

OA No. 1114 of 2026
IN
C.S(COMM DIV) NO. 280 OF 2026

Ms Rajkumar Theatres Pvt Ltd, Represented by its
Director Mr.Rajkumar Sethupathy
27, 4th Main Road, Raja Annamalaipuram,
Chennai 600 028.

..Applicant(s)

Vs

1. Wide Angle Creations and 6 others
   Representedby its Partner Shoba George 62,
   Casa Major Road
   Egmore, Chennai- 600 008.

2. Aashirvad Cinema
   Represented by its Proprietor
   M.J.Antony,
   59/1047 Valakuzhi
   Krishna Swamy Road,
   Off Chittoor Road,
   Ernakulam 682 035.

3. Mr.Jeethu Joseph
   Valiyakandathi,
   Murholoapuram PO
   Elanji, Ernakulam 586 665.

4. Digital 18 Media Private Limited
   (Carrying on business in the trade name of Star
   Studio 18)
   31st floor, Tower -4,
   One Unity Center,
   Senapati Bapat Marg, Prabhadevi,
   Mumbai, Maharashtra 400 013.

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5. Panarama Studios
22nd Floor, Lotus Signature,
Veera Desai Road,
Near Country club,
Andheri West, Mumbai 400 053.

6. Ajay Devgn
5/6, Sheetal Apartments,
Ground Floor, Opposite Chandan Cinema,
Juhu, Mumbai 400 049.

7. Jyoti Deshpande
Zion Biz World,
Subhash Road A
Vile Parle (East),
Mumbai 400 057.

..Respondent(s)

Grant a temporary injunction restraining the Respondents 2 to 7 and all persons claiming under or through them from containing to exhibit, exploit or distribute the Hindi Movie Dhrishyam 3 The Conclusion starrying Ajay Devgn, Tabu, etc., and directed by Abhishek Pathak anywhere in the world, in any format whatsoever, inlcuding such exhibition and exploitation on OTT platforms or in or through any social media pending disposal of the suit.

For Applicant(s): Mr.K.Ravi
Senior Counsel
for Mr.R.Murugan
for M/s.Rugan & Arya

For Respondent(s): Mr.P.S.Raman
Senior Counsel
for Mr.Rahul Balaji for R4

Mr.Sathish Parasaran
Senior Counsel

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for Mrs.Akshaya Ramadurai for RR2 & 3

Mr.K.Manoj Menon for R5

Ms.Sowjanya Shyam
for Mr.Sharath Chandran for R1

RR6 & 7 - dismissed as not pressed against RR6 & 7

ORDER

The above Original Application has been taken out by the Plaintiff, seeking a temporary injunction restraining defendants 1 to 7, and all persons claiming under or through them from continuing to exhibit, exploit or distribute the Hindi movie “Dhrishyam 3: The Conclusion”, starring Ajay Devgn, Tabu, etc and directed by Abhishek Pathak, anywhere in the world, in any format whatsoever, pending the disposal of the suit.

2. The above application has been contested by the respondents namely, 2nd respondent, who is the producer of the original Malayalam film “Dhrishyam 3”; the 3rd respondent who is the director of the original Malayalam film “Dhrishyam 3”; the 4th respondent who is an assignee from the plaintiff and the 1st defendant claiming though Viacom 18, whose business and production and distribution rights stood assigned in favour of the 4th respondent; the 5th respondent, who claims an independent and unencumbered title and right over

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the subject film, the Hindi remake of the Malayalam version of the film "Dhrishyam 3".

3. The 1st respondent, despite having entered appearance through counsel, has neither chose to file any counter, much less make any oral submissions.

4. I have heard Mr. K. Ravi, learned Senior Counsel appearing for the applicant/plaintiff; Mr. Satish Parasaran, learned Senior Counsel appearing for the Respondents/defendants 2 and 3, Mr. P.S. Raman, learned Senior Counsel appearing for the 4th respondent/defendant; and Mr. Manoj Menon, learned counsel for the 5th respondent/defendant.

5.The application as well as the suit has been given up against the respondents/defendants 6 and 7.

6. The submissions of Mr. K. Ravi, learned Senior Counsel appearing for the applicant/plaintiff are as follows:

Mr. Ravi, learned Senior Counsel, at the outset, would take me through 4 agreements, namely-

a) An agreement dated 22.12.2013, in and by which the 1st respondent/defendant was granted rights to remake/dub/adapt the

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Malayalam film “Dhrishyam” (the 1st version) and also its sequels, in Hindi, as well as other north Indian languages. The said agreement was entered into between respondents 2 and 3 (producer and director of the original Malayalam film) with the 4th respondent;

b) The 2nd agreement relied on is an agreement dated 12.06.2014, which confines to the Hindi rights of the entered into between the 1st respondent and the plaintiff, relating to the original Malayalam version “Dhrishyam”, in and by which the 1st respondent assigned its rights to prequel, sequel or remake the original Malayalam version of “Dhrishyam” in Hindi alone by coproduction, co-ownership and co-exploitation between the parties mutually;

c) The 3rd agreement dated 11.09.2024, was entered into by the 1st respondent, plaintiff and Viacom 18 Media Pvt. Ltd. (now known as Star Studio 18), whose rights subsequently were assigned in favour of the 4th respondent. This agreement was entered into for the purposes of the 1st respondent assigning its remake rights in the original film “Dhrishyam” in Hindi language;

d) And finally, the 4th agreement dated 22.11.2025, entered into between the 2nd and 3rd respondent, who are the producer and the director of the original Malayalam film “Dhrishyam”, and the 5th respondent in and by which the producer and director have

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assigned the production of an adaptation of the script of the original film in Hindi called “Dhrishyam 3: The Conclusion”

7. Referring to these agreements, Mr. K. Ravi, learned Senior Counsel would submit that the 1st respondent had been granted exclusive rights to not only remake, but also to dub and adopt the movie in all North Indian languages, including Hindi and therefore, the said valid rights assigned in favour of the 1st respondent had been sub-assigned to the applicant/plaintiff, for valuable sale consideration. He would also take me though the relevant clauses under the above referred agreements, where the rights have been acquired by the applicant/plaintiff for consideration and present and future exploitation rights have been granted to the applicant/plaintiff.

8. In short, the submissions of learned senior counsel, Mr. K. Ravi, learned Senior Counsel, is that once admittedly the assignee whose assignment agreement is admitted by the respondents 2 to 5 was granted rights to remake, dub and adapt the original Malayalam film “Dhrishyam” and its sequels in Hindi, leave alone other North Indian languages under the 1st agreement, the respondents 2 and 3 could not have validly assigned the said rights for a sequel to be made in Hindi titled “Dhrishyam 3: The Conclusion”.

9. As regards the submissions of learned Senior Counsel Mr. P.S. Raman

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and Mr. Satish Parasaran, learned Senior Counsel and Mr. Manoj Menon, learned counsel, with regard to “Dhrishyam 3: The Conclusion” being a totally independent film and a new adaptation of the Malayalam movie “Dhrishyam” in Hindi. Mr. K. Ravi, learned Senior Counsel, would submit that the said contention is clearly mischievous. In this regard, he takes me through the consistent and continuous projection of the film only as “Dhrishyam 3” in all promotional materials leading up to filing of the Section 9 application by the applicant/plaintiff, invoking the arbitration clause in the agreement entered into by the applicant/plaintiff with the 1st respondent. He would also rely on the new tactics adopted by the respondents, after the filing of the Section 9 application before this Court, by dropping “3” from the title. To substantiate his contentions, Mr. Ravi, learned Senior Counsel has taken me through the various promotional materials and also the opening credits of the film and finally the censor certificate dated 28.09.2026, which is 4 days after the service of the application of Section 9 on the respondents 2 and 3.

10. Mr. Ravi, learned Senior Counsel, would further state that the respondents 4 and 5 cannot claim to have validly purchased the adaptation rights of the Malayalam film “Dhrishyam” for a whopping Rs. 15,00,00,000/-, that too within 6 months after the commencement of the production of the offending film. In this regard, it is the submission that the agreement is only a collusive action to defeat and deprive the valuable rights of the

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applicant/plaintiff and he would also take me through the lack of proof to even establish the factum of the said huge payments having been vide on the said agreement. He would place heavy reliance on the opening credits in the film which clearly indicates and evidences the fact that it is based on the Malayalam film story only. Therefore, he contends that when such right had already been assigned in favour of the applicant/ plaintiff, which factum is not even disputed, the producer and director had no subsisting right or interest to have assigned the rights in favour of respondents 4 and 5.

11. Submissions of Mr. P.S. Raman, learned Senior Counsel for the 4th respondent, are summarised as follows:

At the outset, Mr. P.S. Raman, learned Senior Counsel for the 4th respondent, contends that the applicant/plaintiff has not approached the Court with clean hands and having failed in his attempt to obtain an interim order, after contest, in application filed under Section 9 of the Arbitration and Conciliation Act, not only against the 1st respondent, but also against the contesting respondents herein, the applicant/plaintiff is estopped from seeking the very same relief, as it would clearly amount to *res judicata*. He would further state that O.A. (CD) No. 1050 of 2026 was filed against the very same respondents herein claiming a right to remake the Malayalam version of "Dhrishyam 3" in Hindi. He would further state that, even the documents that were relied on by the applicant/plaintiff were the very same 4 documents which

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are being relied upon in the present Original Application as well.

12. Taking me through the relief sought for in the Section 9 application, and the present application, Mr. P.S. Raman, learned Senior Counsel for the 4th respondent, would state that the applicant having sought for an interim relief of worldwide restraint on exploiting the Malayalam version of "Dhrishyam 3" in Hindi, not only in theatres but also media, specifically including OTT platforms, and said application having been dismissed after due enquiry and the said order having become final, with the applicant/plaintiff not preferring an appeal against the same, the very same reliefs cannot be maintained in the present Original Application.

14. Apart from the said preliminary objection with regard to *res judicata*, estoppel and conduct of the applicant/plaintiff, even on merits, the submission of Mr. P.S. Raman, learned Senior Counsel for the 4th respondent, is that the applicant/plaintiff has no subsisting right in the original Malayalam version of the movie "Dhrishyam 3" to even seek any infringement in the 1st place, leave alone an interim injunction as prayed for. In this regard, he relies on Section 51 and 55 of the Copyright Act, 1957. He would further refer to the admitted facts that thought the Hindi sequel right had been assigned by the plaintiff to Viacom 18 Media Pvt. Ltd. under the 3rd agreement dated 11.09.2014, styled as remake rights agreement, under which the plaintiff has expressly consulted that he would not set up any adverse title to the assigned rights, the applicant cannot

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fall back on the assignment agreement dated 22.12.2013 to prevent the respondents 4 and 5, who have in fact already released the film “Dhrishyam 3: The Conclusion” in theatres on 02.10.2026 from further exploiting the said theatrical right in the OTT platforms.

15. The further submissions of Mr. P.S. Raman, learned Senior Counsel for the 4th respondent, that rights to exploit the film in the OTT platform is nothing but a natural corollary and consequence to the release of the film in theatres and when the respondent 4 has parted with huge consideration for acquiring such rights, no prima facie had been made by the applicant for grant of an interim order. In this regard, he reiterates his submission with regard to the restrain and sought for by the applicant in the Section 9 application, which included a release of the film in OTT platforms as well. It is his further submission that despite the Hindi film “Dhrishyam 3: The Conclusion”, hitting the theatres as early as on 02.10.2026, not a single argument has been advanced that the movie, as contended by the respondents 2 and 3, or that matter respondents 4 and 5, is not an entirely different adaptation of the Malayalam version of the “Dhrishyam 3”. If really the applicant/plaintiff is aggrieved by the alleged infringement of his right to remake the Malayalam movie “Dhrishyam 3” in Hindi, even assuming for a moment he had vested rights, then according to Mr. P.S. Raman, learned Senior Counsel, the first argument that would have been placed before this Court was that the movie “Dhrishyam 3: The Conclusion” released on 02.10.2026 in Hindi was only based on the

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original Malayalam version “Dhrishyam 1” and “Dhrishyam 2”, and not a new adaptation all together, as contended by the applicant/plaintiff.

16. Submissions of Mr. Satish Parasaran, learned Senior Counsel appearing for the Respondents/defendants 2 and 3, are summarised as follows:

According to Mr. Satish Parasaran, learned Senior Counsel appearing for the Respondents/defendants 2 and 3, namely the producer and the director of the original Malayalam film Dhrishyam, the present suit is a clear abuse and the interim relief sought for after dismissal of Section 9 application for the very same prayer, is a further abuse and has to be dismissed with exemplary costs on this limited ground itself. He would further state that having parted with a mere Rs. 25,00,000/-, for assignment of adaptation, remake and dubbing of the original Malayalam film Dhrishyam in all North Indian languages including Hindi, way back in the year 2013, the applicant/ plaintiff has already made huge profit of not less than Rs.100,00,00,000/-, since the original version was a big hit, pan India, and also internationally, in now attempting kite flying by trying to falsely claim non-existent rights in respect of the Malayalam version of Dhrishyam 3. He would, in any event, state that Dhrishyam 3: The Conclusion, which is the subject film complained of, is a totally new film and has nothing to do with the original Malayalam versions Dhrishyam 1, 2 and 3, and it cannot be titled as a sequel to the Dhrishyam 2, Malayalam version. He would further

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state that in any event, the applicant/ plaintiff was assigned the rights only in respect of the 1st Malayalam film “Drishyam” and he cannot claim any rights over Dhrishyam 2 or 3, for that matter.

17. Meeting the arguments of Mr. K. Ravi, learned Senior Counsel, Mr. Satish Parasaran, learned Senior Counsel appearing for the respondents /defendants 2 and 3, would state that merely because in the promotional materials, the name of the movie was projected as Dhrishyam 3, what ultimately counts is the censorship certificate which clearly indicated the fact that it is not a sequel of Dhrishyam 2 or the remake of Dhrishyam 3 Malayalam movie, but a new adaptation of the movie in Hindi and is titled “Dhrishyam: The Conclusion”. It is therefore clearly indicating of the fact that there was a complete departure from the movie series, by drawing to a close or rather putting an end to the movie, or rather its sequels. He would further state that it is not for the applicant/plaintiff to question the mode of payment of the consideration, when the receipt of the consideration was not denied by the respondent 2 and 3, especially when it was the respondent 2 and 3 who had absolute rights title and interest being the original producer and director of the Malayalam version of the movie Dhrishyam. He would further state that it was the applicant and the 1st respondent who are colluding and having assigned non-existent rights, the 1st respondent has conveniently stayed away from committing to any stand before this Court, and despite having engaged a

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Counsel, no arguments were also advanced in this application, which only goes to show that the 1st respondent, is avoiding to take any stand in writing or by making oral submissions through since it will expose the lack of any valid rights subsisting with the 1st respondent, leave alone the same being unlawfully assigned in favour of the applicant/plaintiff.

18. Mr. P.S. Raman, learned Senior Counsel for the 4th respondent, would rely on *Vishnu Traders v. State of Haryana and Ors. 1995 Supp (1) Supreme Court Cases 461*; *Sanjit Singh Salwan and Ors v. Sardar Inderjit Singh Salwan and Ors. (2026) 4 Supreme Court Cases 476;and, K.V. Rajendran vs Sudha Kongra* reported in *2026 SCC Online Mad 27.*

19. Submissions of Mr. Manoj Menon, learned counsel appearing for the 5th respondent are as follows:

Mr. Manoj Menon, learned counsel appearing for the 5th respondent, would firstly contend that Dhrishyam: The Conclusion in Hindi is an entirely different version of the Malayalam movie Dhrishyam 3, and is not any sequel. Relying on Section 13(3) and 13(4) of the Copyright Act, he would state that the applicant/plaintiff is not the creator, but only an assignee and he cannot claim any better rights than what is available with the original creator. In this regard, he would take me through the agreement between the plaintiff and the 1st respondent, more specifically, Clause 5 and contended that the agreement itself was a commercial transaction for sharing of profits, not relating to the

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assignment of copyrights, which continued to vest with the original author. He would also invite my attention to the reliefs sought for in the plaint and in the Original Application, and would contend that the relief in the OA cannot travel beyond the scope of the relief sought for in the plaint, and on this limited ground itself, the applicant is disentitled to seek any interim relief.

20. In so far as *res judicata*, Mr. Manoj Menon, learned counsel appearing for the 5th respondent, adopts the arguments of learned Senior Counsels, Mr. P.S. Raman and Mr. Sathish Parasaran.

21. In so far as his submission, Mr. Manoj Menon relied on the decision of this Court in *K.V. Rajendran vs Sudha Kongra* reported in *2026 SCC Online Mad 27*.

22. In reply, Mr. K. Ravi, learned Senior Counsel, would contend that the Section 9 application was filed just prior to few days before the film "Dhrishyam: The Conclusion" in Hindi, was about to be released in theatres and since there was a valid arbitration agreement between the applicant and the 1st respondent, the applicant being in dark as to whether the 1st respondent was the mischief maker, was compelled to implead the respondents 2 to 5 as well, along with respondents 6 and 7, in the Section 9 application. However, once the applicant came to know that 1st respondent had not assigned any rights, but it was only respondents 2 and 3, subsequent to the dismissal of the application

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under Section 9, the present suit was filed. As the movie had already been released, the interim prayer sought for was restricted to the release of the movie in OTT platforms. He would further state that there has been complete and fair disclosure of all these, in the plaint as well as the affidavit filed, and therefore the applicant is not guilty of suppression of material facts, as contended by the counsel of the respondents.

23. As regards *res judicata*, the learned Senior Counsel contends that the case with which the applicant approached the Section 9 Court was under entirely different circumstances all together and the cause of action for the suit being distinct in nature, there can be no estoppel or *res judicata* put against the applicant/plaintiff.

24. As regards the order in the Section 9 application becoming final, Mr. K. Ravi, learned Senior Counsel, would submit that since the 1st respondent's stand made it clear that he had no real dispute with the applicant/plaintiff, there was no scope for any arbitration, and only under such circumstances, the applicant/plaintiff did not prefer any appeal and instead filed the instant suit. In support of his submissions, Mr. K. Ravi, learned Senior Counsel would rely on the following authorities:

1.Novenco Building & Industry A/S v. Xero Energy Engg. Solutions (P) Ltd., (2026) 4 SCC 815;

2.Arjun Singh v. Mohindra Kumar and Ors., 1963 SCC OnLine;

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3.Firm Ashok Traders and Anr v. Gurumukh Das Saluja and Ors. (2004) 3 Supreme Court Cases 155;

4.M/s. Shvedh v. M/s. Sharaddha Entertainment in CMA Nos. 3656, 3657 & 3659 of 2019 dated 31.01.2020;

5.Vijaya Vijayrao Khadke and Anr v. State of Maharashtra and Ors. 2022 SCC OnLine Bo 1141;

6.Erach Boman Khavar v. Tukaram Shridhar Bhat and Anr. (2013) 15 Supreme Court Cases 655;

7.Sanjit Singh Salwan and Ors v. Sardar Inderjit Singh Salwan and Ors. (2026) 4 Supreme Court Cases 476;

8.K.K. Modi v. K.N. Modi and Ors. (1998) 3 Supreme Court Cases 573; and

9.*V. Ramathal v. B. Bagyalakshmi and Anr.* in *CRP No. 1025 of 2025, dated 27.06.2025.*

25. I have carefully considered the submissions of learned Senior Counsels Mr. K. Ravi, Mr. P.S. Raman and Mr. Satish Parasaran and the counsel for the 5th respondent Mr. Manoj Menon. I have gone through the various documents and decisions that have been relied on by either sides.

26. Admitted facts are as hereunder:

The movie titled as “Dhrishyam” was produced by the 2nd respondent and

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directed by the 3rd respondent and released in Malayalam in the year 2013. The movie was a big run-away hit, which resulted in the 1st respondent approaching the producer and the director seeking rights to adapt, dub, and remake the original Malayalam version of “Dhrishyam”.

27. For consideration, the 1st respondent entered into a purchase agreement on 22.12.2013, with respondents 2 and 3. Under the said agreement, respondents 2 and 3 granted exclusive and irrevocable rights to remake, dub and adapt, in Hindi and all North Indian languages including Bengali, Marathi, Gujarati, Bhojpuri, and Punjabi. The rights granted in favour of the 1st respondent under the said agreement were to remake the Malayalam version of Dhrishyam in all the above languages, especially Hindi, including its sequels, prequels, and remakes, across all media platforms whether known already or devised hereinafter. The producer and director however reserved their proprietary rights, save what was granted to the 1st respondent/defendant.

28. Pursuant to the purchase of the rights, the 1st respondent entered into an agreement with the applicant/plaintiff on 12.06.2014. In the preamble to said agreement, it has been explicitly understood that the applicant and the 1st respondent proposed to jointly develop the project in the Hindi language in respect of adaptation and remake of the Malayalam film “Dhrishyam” that was

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released in December 2013. In fact, the agreement dated 22.12.2013 has been referred to in the agreement dated 12.06.2026, between the applicant and the 1st respondent as well.

29. From the preamble, it is clear that the agreement was an outcome of an understanding between the applicant and the 1st respondent for joint development based on the funds provided by the applicant/ plaintiff, by way of a loan to the 1st respondent, to co-produce and co-own the Hindi language rights of the original film "Dhrishyam". Curiously, the said agreement between the applicant and the 1st respondent has incorporated an explicit covenant that the agreement between the original rights holder, namely the 2nd and 3rd respondents, and the 1st respondent dated 22.12.2013 shall form part and parcel of the agreement between the applicant and the 1st respondent as well as any other agreements with investors, co-producers, and 3rd parties.

30. The recitals of this agreement dated 12.06.2014 further indicate that the 1st respondent was liable to repay the loan amount to the applicant/plaintiff upon execution of the agreement and that the applicant and the 1st respondent would become equal and joint owners of the Hindi language (remake version of the original film Dhrishyam). It is further seen that under the heading essential elements, the source material is only the original film titled "Dhrishyam" and the applicant and the 1st respondent had agreed to share on a 50-50 basis the net

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profits made from the film, i.e., a remake/dubbing/adaptation of the Malayalam version of “Dhrishyam” in Hindi. I am able further see that the right to make a prequel, sequel, or remake of the film “Dhrishyam” in Malayalam in the Hindi language was jointly and equally vested with both the applicant and the 1st respondent. It is only based on this agreement that the applicant/plaintiff claims a right to injunct respondents 2 and 3, the original copyright holders being producer and director, and their assignees respondents 4 and 5, from exploiting the movie “Dhrishyam: The Conclusion” in Hindi.

31. Apart from the above two agreements, there are two further agreements, namely an agreement entered into by the 1st respondent with the applicant as well as the predecessor in the interest of the 4th respondent. This agreement is dated 11.09.2024 and is styled as a Remake Rights Agreement. Under the said agreement, the 4th respondent's predecessor in interest and right, requested the applicant and the 1st respondent, as assignors, to jointly assign their right to remake the original Malayalam film Dhrishyam in Hindi, in all social media, formats, and platforms of exploitation, including production, distribution, making prequels and/or sequels in Hindi, based on the new story developed by the predecessor in interest of the 4th respondent on its own, and also adapt, mobisodes, webisode’s, dramatize, novelize, televise, and make spin-off series based on the remake rights jointly assigned in respect of Hindi language alone. In the very same agreement, the predecessor in interest of the

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4th respondent has agreed to give due credit to the applicant and the 1st respondent in the new film remade in Hindi, by showing them as co-producers, in the opening credits of the new film, apart from giving credits to the writer of the original maker of the film Dhrishyam, by making a specific mention that it is based on an original story written by the 3rd respondent, Jeethu Joseph.

32. Thereafter yet another agreement was entered into between the original author and director, respondents two and three, and Panorama Studios, assigning the right to produce the adaptation of the script of the original film in Hindi under the title Dhrishyam 3. The 5th respondent was assigned a right not only to produce, but also remake and co-produce Dhrishyam 3 in Hindi language. Under the said agreement, it is clear that the new film, namely Dhrishyam 3 would be an independent work of the assignee, and consequently, all rights, including intellectual property rights, exploitation rights, and negative rights would consequently vest, absolutely and exclusively, with the 5th respondent. Clause 2.9 of the said agreement assumes a lot of significance. While keeping in mind that the last of the four agreements, namely the one dated 22.11.25, entered into between the producers and directors on one part and the 5th respondent as the other part, not only referred to all the earlier agreements, various rights assigned by respondents two and three in favour of the 5th respondent, etc. Clause 2.9 also recorded the specific understanding

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between the parties that, in terms of the adaptation rights granted to the 5th respondent, the 5th respondent has developed a slightly different storyline from the script of the original film produced by the assignors and that to the extent of modifications carried out by the assignee, namely the 5th respondent to the storyline of the original film, the assignor could not have any right to use such modified elements of the storyline which were created by the assignee, namely the 5th respondent. This agreement is no doubt for a consideration of ₹15,00,00,000/- Crores and it records the factum of payment of Rs. 7,50,00,000/- to the producer and director respectively.

33. Though Mr. K. Ravi, learned Senior Counsel has vehemently argued that there is no proof of payment of such huge amounts and therefore the agreement itself is a collusive agreement, I do not see such a plea being available to be taken by the applicant/plaintiff who is not a party to the said agreement. It is for the respondents 2 and 3 to complain that they have not received the consideration as promised by the 5th respondent. Therefore, I do not see this argument taking the applicant/plaintiff anywhere, especially in the light of the reliefs sought for in the present application.

34. On a conjoint reading of all the four agreements, it is significantly clear and evident that the rights that were given to the applicant/plaintiff by the 1st respondent was not the entirety of the rights vested with the 1st respondent

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under 1st respondent's agreement with the producer and director of the original Malayalam version of Dhrishyam (1st version). The right to remake the original Malayalam version of Dhrishyam in Hindi alone was assigned by the 1st respondent to the plaintiff. As rightly contended by the learned counsel for the respondents, the agreement entered into between the applicant and the 1st respondent was not relating to any assignment of copyrights, but more a commercial exploitation of the Malayalam version of Dhrishyam in Hindi. The applicant/plaintiff has not prima facie been able to satisfy me as to how they had a subsisting right to prevent the original copyright owners from assigning the adaptation rights in favour of the respondents 4 and 5.

35. Yet another significant and relevant contention argued by Mr. P.S. Raman, learned Senior Counsel, was that despite the movie Dhrishyam: The Conclusion, in Hindi being released on 02.10.2026, there is not a whisper in the pleadings, or any introduction of new pleadings to contend that the movie which is being screened in theaters worldwide under the title Dhrishyam: The Conclusion is only a sequel of Dhrishyam 2 and the claim of the respondents that it is a totally new adaptation is false all together. I find force in the said submissions. It is the case of the applicant/plaintiff that the rights vested with them to make a sequel of Dhrishyam 2 in Hindi have been infringed by the respondents. If so, when the movie had already been released on October 2nd, 2026, at least on the date of advancing arguments, if not in the pleadings, the

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applicant/plaintiff would have sprung up like a jack in the box and asserted that the applicant's rights have been explicitly violated and infringed by the respondents by referring to Dhrishyam: The Conclusion or at least parts thereof.

36. Though Mr. K. Ravi, learned Senior Counsel, had invited my attention to the promotional materials as well as the use of name Dhrishyam 3 up to the filing of the Section 9 application, and thereafter, mischief's attempt has been made to modify the name to Dhrishyam: The Conclusion, and that, mischievously, the word '3' has been dropped. The Censor Certificate that has been relied upon by the applicant/plaintiff themselves evidences the fact that the certification is for the film Dhrishyam: The Conclusion. By using the said title, the producers and director, namely respondents 2 and 3, have given out a clear indication that a full stop is been given to the Dhrishyam series, by titling it as The Conclusion.

37. The agreement dated 22.11.2026, the last of the four agreements, clearly refers to the earlier three agreements and acknowledges the rights of the respective parties under the said three earlier agreements. As the original copyright holders, the respondents 2 and 3 were certainly entitled to assign rights retained by them and not granted to the 1st respondent under whom the applicant/plaintiff claims. Further, in the light of there being not a single allegation raised that Dhrishyam: The Conclusion in Hindi is nothing but a of dubbing or remake of Dhrishyam 3 in Malayalam, and in the light of the express

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covenants and stand of the respondents, that the impugned movie is a creation of the 5th respondent, by carrying out adaptations/modifications to the original story produced by the 2nd respondent and directed by the 3rd respondent, the applicant/plaintiff certainly has no prima facie case to seek an injunction to restrain the lawful owners from dealing with their rights, especially when the applicant has miserably failed to establish a subsisting right in itself, in the 1st place.

38. Reliance has also been placed on a No Objection Certificate issued by the 1st respondent as well as the applicant, to the producer, 2nd respondent on 20.01.2021, in and by which the applicant and the 1st respondent have given their consent for assignment of Hindi remake rights of the Malayalam film Dhrishyam 2, in favour of a 3rd party of the choice of the 2nd respondent. I do not see any serious impact because of this NOC, for the simple reason that admittedly the Hindi remake rights of the Malayalam film Dhrishyam 2, which was a sequel of the original Malayalam film Dhrishyam, had been assigned to the 1st respondent, who had in-turn assigned it to applicant/plaintiff and therefore the 2nd respondent approached the applicant and the 1st respondent, had no objection for remake of Malayalam film Dhrishyam 2 in Hindi, admittedly Dhrishyam 2 being a sequel of the original Malayalam film Dhrishyam, such right was then subsisting with the applicant and the 1st respondent. Therefore, the mere fact that the 2nd respondent approached the applicant and the 1st respondent for consent to assign the remake the rights to remake the Malayalam

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film Dhrishyam 2 in Hindi language to any 3rd party of the 2nd respondent's choice does not in any way affect or alter the rights of the parties in so far as the impugned movie Dhrishyam: The Conclusion is concerned.

39. Yet another aspect which had been argued at length is with regard to the effect of the dismissal of the Section 9 application filed by the applicant/plaintiff before this Court. There is no doubt that the very same prayer was sought for in the Section 9 application, against the very same respondents and also relying upon the very same documents. This court after hearing the parties, clearly found that the applicant/plaintiff had not made out a case for grant of interim injunction and proceeded to dismiss the application on merits. Though Mr. K. Ravi learned Senior Counsel, contended that the order passed in the Section 9 application is not on merits, on going through the order, I am unable to countenance the arguments advanced by Mr. K. Ravi, learned Senior Counsel. This court, in the Section 9 application, was only testing the entitlement of the applicant/plaintiff to an interim injunction as prayed for by applying the principles for grant of a temporary injunction and Order XXXIX Rules 1 and 2 of Code of Civil Procedure (CPC).

40. The forum alone was different since it was by way of a Section 9 application in intended/proposed arbitration proceedings. As already referred herein above, parties to the Section 9 application as well as in present original

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application are one and the same, the cause of action is the same, and equally the documents that have been relied on by the applicant/plaintiff for seeking an interim injunction in these proceedings were also the very same documents that were projected before the Section 9 Court. Though Mr. K. Ravi, learned Senior Counsel, projected an interesting argument that the arbitration agreement was only between the applicant and the 1st respondent and the application could not pursue further despite the application being dismissed, because of the fact that the applicant/plaintiff came to be aware of the stand of the 1st respondent/defendant and having realized that the 1st respondent/defendant was not the mischief maker, the applicant/plaintiff had no other option to stop further proceedings under the Arbitration and Conciliation Act, I am unable to see any merit in this line of argument as well.

41. If really the applicant/plaintiff was apprehending any mischief to be committed by the 1st respondent with whom alone the applicant had a valid arbitration agreement, there was no necessity for the applicant to have impleaded respondents 2 to 7, who were admittedly not parties to the arbitration agreement. However, having voluntarily impleaded respondents two to seven, and relying on very same four agreements dated 22.12.2013, 12.06.2014, 11.09.2024 and 22.11.2025, and having pressed for an interim injunction against respondents 2 to 7 as well, in the Section 9 application and this court finding that the applicant/plaintiff was not entitled to the equitable relief of

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interim injunction, if the applicant was aggrieved by this order, the applicant ought to have taken up the matter on appeal before the Division Bench of this Court. On the contrary, the applicant/plaintiff abandoned the arbitration proceedings and instead chose to institute the present suit.

42. Though in a sense, I am in agreement with the arguments of Mr. K. Ravi, learned Senior Counsel that when the 1st respondent made it clear that there was no dispute to be arbitrated in the 1st place, there was no real purpose for the applicant to pursue the arbitration proceedings. Consequently, the applicant was certainly not obligated to challenge the order. However, when the applicant had invited an order voluntarily by impleading respondents 2 to 7 in the presence of strong objections taken by respondents 2 to 7, the applicant/plaintiff should have at least got the liberty of this Court or challenged the order in the Section 9 application, dismissing the interim injunction application and obtained liberty at least before the Division Bench and thereafter pursued the present litigation. By now it is well settled that *res judicata* would apply to even interlocutory orders in a pending suit.

43. The Hon'ble Supreme Court in *Vishnu Traders* case (referred in supra), held that even in the case interlocutory orders, though the principle of binding precedents would not apply, yet the need for consistency of approach and uniformity in the exercise of judicial discretion respecting similar causes

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and the desirability to eliminate occasions for grievances of discriminatory treatment requires that all similar matters should receive similar treatment except where factual differences would require a different treatment, which alone could assure of consistency, uniformity, predictability, and certainty of judicial approach.

44. In *K.K. Modi's* case (referred in supra), the Hon'ble Supreme Court found that the appellant had resorted to two parallel proceedings, one under the Arbitration Act and another by way of a Suit, and that despite the Order of injunction obtained by appellants being vacated in the arbitration proceedings, they had obtained an injunction in the suit, which was vacated by the High Court finding that the issues in the two proceedings were identical and the suit was substantially to set aside the award. However, on merits, the Supreme Court did not agree with the view of the High Court only with regard to the finding that the relief in the suit was substantially the same. In fact, the very same decision has also been relied on by Mr. Satish Parasaran, learned Senior Counsel, as well since the Hon'ble Supreme Court upheld the view of the High Court that the injunction application filed in the suit, after the injunction being vacated in the arbitration proceedings amounted to an abuse of process of court, as it was a case of re-litigating the same issue in a different forum, through different proceedings. Even applying ratio laid down in *K.K. Modi's* case as well in so far as limiting its applicability to the present Original Application for

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interim injunction, I am able to only apply it in favour of the respondents and not the applicant. Here also, the relief sought for in the suit, is one which could not have been prayed for in the arbitration proceedings, even assuming the applicant/plaintiff had chosen to go ahead with the arbitration route. However, at the same time for the purposes of entitling the applicant/plaintiff to an interim injunction, this decision in fact stares at the face of the applicant/plaintiff. I have already discussed as to how in both the Section 9 application as well as in the present original application, the parties are the same, the relief sought for is the same, and the documents relied on are also the same. Having been unsuccessful in the Section 9 application and this Court rendering a categorical finding that the applicant/plaintiff has not made out a case for grant of interim injunction and the said order having attained finality as well, the very same relief cannot be sought for by way of in the present suit, by way of an interlocutory application.

45. Though Mr. Manoj Menon, learned counsel for the 5th respondent, contended that the prayer for interim injunction is beyond the scope of the relief sought for in the suit, I am unable to see any merit in the said contention. In the suit, the applicant/plaintiff has, apart from the declaratory relief that he is the absolute owner of 50% share in the copyright to remake Malayalam film Dhrishyam 3 in Hindi, has also sought for a permanent injunction to restrain defendants 2 to 7 and all persons claiming through or under them from

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continuing to exhibit, exploit, or distribute the Hindi movie Dhrishyam 3: The Conclusion and also from exhibiting the said film on OTT platforms or in any manner in or through social media. The interim injunction that has been sought for is again to restrain respondents 2 to 7 and all persons claiming through or under them from continuing to exhibit, exploit, or distribute the Hindi movie Dhrishyam 3: The Conclusion, anywhere in the world, in any format whatsoever, including exhibition and exploitation on OTT platforms or to any social media. Today, we are concerned only with the release of the movie in the OTT platforms and substantially I find the relief has been claimed in the plaint as well. Therefore, merely because the interim prayer has been worded as "anywhere in the world, in any format whatsoever…", I do not see it as an interim relief exceeding the scope of the suit reliefs.

46. In light of the above, 1stly, the applicant/plaintiff is not entitled to an interim injunction as prayed for, for two reasons: namely, having suffered a dismissal in the Section 9 application, where the very same relief has been sought for, against the very same respondents as well, and the said order dated 01.10.2026 having become final, the applicant/plaintiff cannot and is not entitled to an interim injunction, merely because the applicant/plaintiff has chosen to abandon the arbitration route and has instead filed the present suit wherein the very same interim relief has been renewed. Though there may be change in circumstances, as held in *Vishnu Traders* case as well as in *K.K. Modi*

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case (referred in supra), the interlocutory orders also have to be respected, unless exceptional facts and circumstances are made out as to any change in factual position, entitling the applicant/plaintiff to interim relief in the 2nd action despite having suffered an adverse order in an earlier action.

47. Coming to the decisions that have been relied on by Mr. K. Ravi, learned senior counsel, in *Arjun Singh* case (referred in supra), the Hon'ble Supreme Court held that interlocutory orders are of various kinds and they are designed to preserve status quo, pending litigation and to ensure that parties are not prejudiced by normal delay which the proceedings before the court usually take. In such context, the Hon'ble Supreme Court held that interlocutory orders do not decide in any manner the merits of the controversy in issue in the suit and do not put an end, to it even in part, and that such orders are certainly capable of being altered or varied by subsequent applications for the same relief, though normally only on proof of new facts or new situation which subsequently emerge. I have no quarrel with regard to the ratio laid down by the Hon'ble Supreme Court in this case. However, I do not see how the applicant can derive any advantage from the ratio laid down in this case for the simple reason that the factual matrix in which the ratio was laid down was entirely different, and the Hon'ble Supreme Court only made it clear that the effect of an Interlocutory Order would not affect the merits of the suit, since it is designed only for limited purposes of preserving a status quo or through interest of the

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parties pending the suit. However, this argument cannot be put across successfully, and contend that the Section 9 Court has not decided the matter on merits, as contended by Mr. K. Ravi, learned Senior Counsel. The test is to see whether the relief sought for in the Section 9 application has been decided on merits or not, and if so, then there is a clear, explicit *res judicata* for operating against the applicant/plaintiff to press for the very same relief before this court. Hence this decision is not relevant to the facts of the present case.

48. In *Firm Ashok Traders* case (referred in supra), the Hon'ble Supreme Court, testing the scope of an application under Section 9 for interim relief under the Arbitration and Conciliation Act, took note of the power of the tribunal under Section 17 of the Act to pass orders in the nature of interim measures. The Hon'ble Supreme Court found that the powers conferred under Section 17 and Section 9 to some extent overlap, but the appellants can only approach the Court and not the Arbitral Tribunal. This decision again does not ensure in favour of the applicant/plaintiff.

49. In the *Shwedh's* case (referred in supra), this Court held that even though a Section 9 application had been dismissed and said Order had become final, it would not preclude the party from filing an application under Section 17 seeking interim protection, holding that Section 17 would become redundant

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and would amount to rejection of a statutory relief under which a party is entitled to go before the arbitrator. However, with great respect, I am not able to follow the ratio laid down in this case for the simple reason that the court did not discuss the principles of *res judicata* and the effect of the dismissal of the Section 9 application in a subsequent suit where the relief sought for is identical and against the same parties.

50. In *Vijaya Vijayrao's* case (referred in supra), the Hon'ble Supreme Court held that *res judicata* operates at successive stages in the same litigation, but the basic foundation of *res judicata* rests on delineation of merits and it has at least an expression of an opinion for rejection of an application. The Hon'ble Supreme Court further held that for applying the principle of *res judicata*, there has to be an expression of opinion on the merits and the question or issue involved must have been decided on merits at an earlier stage of the same litigation. Here again, I do not see how this ratio can be pressed into service to the aid of the applicant/plaintiff. For example, an issue of improper payment of Court Fee has been raised by way of an interlocutory application and an Order comes to be passed by the Court rendering a finding on the merit and holding that proper Court Fee has been paid, then it would certainly amount to *res judicata* and the defendant cannot re-agitate the issue very same issue in the subsequent stages of the suit. However, in the case of this nature, where an injunction petition is dismissed, applying the settled principles laid down by the

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Hon'ble Supreme Court, at best, the order in the interim injunction application cannot be put against the unsuccessful plaintiff when the main suit is tried. However, it does not dilute in any manner the effect of the dismissal of the injunction application on merits.

51. In *Erach Boman* case (referred in supra), the Hon'ble Supreme Court held that, in order to attract the doctrine of *res judicata*, there must be a conscious adjudication of an issue and an expression of an opinion on the merits. The Hon'ble Supreme Court also held that *res judicata* is applicable between two stages of the same litigation, provided the question or issue involved must have been decided at an earlier stage of the same litigation. This decision again does not, in my considered opinion, come to the rescue of the applicant/plaintiff. I have already found that the dismissal of the Section 9 application was on only on merits and therefore, it would clearly operate as an express *res judicata* for renewing the very same interim relief in a different forum, namely the present civil suit. Of course, it cannot be stretched to such an extent that because the interim relief has been declined, the applicant/plaintiff is consequently not entitled to relief in the main suit, where a permanent injunction of similar or identical nature has been prayed for.

52. As regards, to reliance placed on the ratio laid down in *K.V. Rajendran's* case (referred in supra) by this Court, and relied on by Mr. Manoj Menon, learned counsel, I am in entire agreement with the ratio laid down by

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this Court with regard to the consequences of granting an interim injunction and its far-reaching effect, applying the elements of prima facie case, balance of convenience and irreparable hardship. This court held that a movie is a big budget film, and even if it is prima facie found that there is a Copyright infringement and would result in huge financial losses as production of the movie involves multiple stakeholders, all of whom would be adversely affected by an interim injunction. In short, this court held that even if a prima facie case is made out, applying the remaining 2 principles namely, balance of convenience and irreparable loss and hardship, the same would outweigh the prima facie case factor, to deny an interim injunction in case of the applicant.

53. Lastly, with regard to *Sanjit Singh's* case (referred in supra), the Hon'ble Supreme Court held that having resorted to resolution of disputes by Arbitration, the party concerned in the said case was estopped from setting up its invalidity and the issue revolved more around estoppel by conduct in election rather than estoppel in law. This decision would apply for limited purposes of the applicant's conduct in including respondents 2 to 7 also, as respondents in Section 9 Application and having allowed the Order in the Section 9 application to become final. Therefore, in this sense, certainly the conduct of the applicant in electing to proceed against respondents 2 to 7 in arbitration proceedings and inviting an adverse order would certainly act as an estoppel for seeking the very same relief by way of the present Original Application.

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54. For all the above reasons, for not only attempting to re-agitate a lost cause, but also on merits as well, the applicant/plaintiff has not made out a case for exercise of equity, by granting an interim injunction as prayed for.

55.In fine, this Original Application is dismissed. No costs.

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Speaking/Non-speaking order
Neutral Citation: Yes/No
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P.B.BALAJI, J.

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