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

**INTERIM APPLICATION (L) NO. 24149 OF 2026
IN
COMMERCIAL IP SUIT (L) NO. 24129 OF 2026**

Pushker Sona & Anr.

... Applicants

IN THE MATTER BETWEEN:-

Pushker Sona & Anr.

... Plaintiffs

Versus

Swambhu Media Network Private
Limited & Ors.

... Defendants

Mr. Cyrus Ardeshir, Senior Advocate a/w. Abhishek Sawant, Ameet Mehta, Jill Rathod, Hardik Gaglani, Nitik Jhunhunwala i/b Solicis Lex, for the Applicants/Plaintiffs.

Mr. Anand Mohan a/w. Ms. Tanvi Sinha, Mr. Thomas George, Navankur Pathak, Ms. Bhargavi Baradhwaj and Ms. Neeti Nihal i/b Saikrishna & Associates, for the Defendant No. 1.

Mr. Rashmin Khandekar a/w. Ms. Tanvi Sinha, Mr. Thomas George, Mr. Navankur Pathak, Ms. Bargavi Baradhwaj, Ms. Neeti Nihal and Ms. Akshata Modi i/b Saikrishna & Associates, for Defendant Nos. 2 and 3.

Ms.Apporva Bhadang a/w. Mr. Aayush Shah and Ms. Siddhi Parekh i/b M/s. Vesta Legal, for Defendant No. 6.

CORAM : MADHAV J. JAMDAR, J.

DATE : 28th JULY, 2026.

P.C.:-

1) Heard Mr. Cyrus Ardeshir, learned Senior Counsel appearing for the Applicants/Plaintiffs, Mr. Anand Mohan, learned counsel appearing for the Defendant No. 1 and Mr. Rashmin Khandekar, learned counsel appearing for Defendant Nos. 2 and 3.

2) Mr. Ardeshir, learned Senior Counsel appearing for the Applicants/Plaintiffs relied on Co-Production Agreement dated 21st January, 2026 and more particularly on Clause Nos. 4.1 and 4.2. Mr. Ardeshir, learned Senior Counsel submits that the said Co-Production Agreement and other material on record clearly show that the Plaintiffs/Applicants have got right in the said film titled "Hanuman Ansh" with the Defendant Nos. 2 and 3. He submits that the Defendant Nos. 2 and 3 without taking written consent of the Plaintiffs have executed agreement in favour of the Defendant No. 1. He, therefore, submits that ad-interim injunction is required to be granted.

3) The said clause Nos. 4.1 and 4.2 of the Co-Production Agreement dated 21st January, 2026 read as under :-

“4.1. The Parties namely the Party of the First Part, Second Part, Third Part and Fourth Part hereby agree that **they shall be the joint first owners of the cinematograph film titled "Hanuman Ansh" and that all rights title and interest in and to the Film including the underlying works, copyright, neighboring rights and all exploitation and distribution rights shall vest jointly and equally in the Parties for the worldwide territory, in perpetuity to the maximum extent permitted under**

applicable law, limited to the said Film and including any rights in or to any sequel, prequel, spin off, remake, series or any other derivative work.

4.2. The Parties further agree that all rights of exploitation, distribution, communication to the public and commercial utilization of the Film in all modes, media, platforms and formats shall be jointly owned by the Parties and shall be exercised only on the basis of mutual consultation and equal decision making among the Parties and no Party shall independently exploit or authorize the exploitation of the Film whether directly or through any third party without the prior written consent of all the other Parties.”

4) Thus, what is agreed is that the parties of the First Part, i.e. Defendant No. 3, party of the Second Part i.e., Defendant No. 2, and party of the Third Part, i.e., Plaintiff No. 1 and the party of the Fourth Part, i.e., Plaintiff No. 2 shall be the joint first owners of the cinematograph film titled "Hanuman Ansh" and that all rights title and interest in and to the Film including the underlying works, copyright, neighboring rights and all exploitation and distribution rights shall vest jointly and equally in the Parties for the worldwide territory, in perpetuity to the maximum extent

permitted. Clause No. 4.2 provides that no Party shall independently exploit or authorize the exploitation of the Film whether directly or through any third party without the prior written consent of all the other Parties.

5) In view of the above Clauses and contention of the Plaintiffs, it is relevant to note that Mr. Khandekar, learned counsel appearing for the Defendant Nos. 2 and 3 submits that very important documents and averments are not disclosed in the Plaint. To substantiate this contention, he relies on paragraph Nos. 7.15 to 7.20 of the Affidavit-in-Reply of Defendant Nos. 2 and 3, which read as under :

“7.15 By reason of the Plaintiffs' frequent travel and prolonged absence from the country, it became increasingly difficult for the Plaintiffs to participate in the day-to-day execution of the Film. A film in active production and heading towards release requires continuous, time-sensitive decisions on the ground, including *inter alia*, dealing with vendors, the censor process, distributors, music labels, brand partners, and publicity. The Plaintiffs, being abroad, were simply not placed to take, or to be consulted upon in real time for, each such decision. It is in this practical backdrop that the parties arrived at a practical understanding and working mechanism whereby Defendant Nos. 2 and 3, who were on the ground and actually running the project, would take and be in control of all executive decisions concerning Defendant No. 1 and the Film, while the Plaintiffs would retain their economic and

proprietary interests as 25% shareholders and co-owners. It is this very understanding that the Plaintiffs have suppressed from this Hon'ble Court.

7.16. That understanding was not left to inference. It was reduced to writing by the Plaintiffs themselves and formally acted upon, on and around 26th March 2026:

i. By two letters dated 26th March 2026 ("Resignation Letters"), Plaintiff No. 1 and Plaintiff No. 2 respectively voluntarily resigned from the office of Additional Director of Defendant No. 1, each expressly recording that the resignation was "due to personal reasons and other professional commitments", that "there are no other material reasons for my resignation other than those provided", and thanking the Board "for the opportunity to serve the Company and for the cooperation extended to me during my tenure". These Resignation Letters were issued and sent by the Plaintiffs, are signed by them, and were duly received and acted upon by Defendant No. 1. Copies of the said Resignation Letters along with email from Ms. Shobha Ambure, erstwhile Chartered Accountant of the Defendant No.1 sharing the same with the Defendant No.2 are annexed hereto and marked as Exhibit – "G".

ii. At the Board meeting held on 26th March 2026, the Plaintiffs further handed over to Defendant Nos. 2 and 3 two further letters ("Request Letters"), whereby the Plaintiffs expressly requested that Defendant Nos. 2 and 3 continue to be responsible for, and in control of, all executive decisions concerning Defendant No. 1 and the Film. These Request

Letters were physically handed over by the Plaintiffs to the Answering Defendants during the Board meeting of 26th March 2026. The Answering Defendants crave leave to produce and rely upon the said video recording of the said Board Meeting and to bring the same on record, at an appropriate stage. Copies of the said Request Letters are annexed hereto and marked as Exhibit – "H".

7.17. The contents of the Request Letters place the understanding beyond doubt. **In the Request Letters, the Plaintiffs themselves expressly recorded, *inter alia*, that:**

- i. Defendant Nos. 2 and 3 "shall be and should be in control of all executive decisions" of Defendant No. 1.**
- ii. the Plaintiffs should not be reflected as authorised signatories in any statutory filing or record.
- iii. **"All the agreements, contracts, legal documents signed by you both under Swambhu Network were solely your decisions", an express acknowledgment by the Plaintiffs that Defendant Nos. 2 and 3 were executing the project on ground and alone signed for Defendant No. 1, and that this was accepted.**
- iv. **The Plaintiffs' designation be corrected to "Independent Non-Executive Director".**
- v. **The monies contributed by the Plaintiffs be reflected as share capital.**

7.18. Pertinently, the Request Letters themselves refer to *"the various understandings between the undersigned and your kind self"*. Understandings recorded as existing *"between the undersigned and your kind self"* can only be

understandings outside the CPA and the SHA, as the CPA and the SHA are formal written agreements which, had the Plaintiffs intended to invoke them, would have been referred to by name. **The Plaintiffs' therefore clearly knew of and acted in furtherance of the subsequent, separate understanding which altered the manner in which the parties worked together.**

7.19. The parties thereafter acted upon the Resignation Letters and the Request Letters. In fact a Board Resolution was passed on the very same day i.e. March 26, 2026 recording the resignations of the Plaintiffs and further authorising the remaining Directors of the Defendant No.1 i.e. the Defendant No.2 and Defendant No.3 to carry out all necessary formalities in this respect and file e-form DIR 12 for removal of Plaintiffs as Directors from as requested in the Request Letters. Accordingly, upon tendering the resignations, the requisite statutory filings recording the cessation of the Plaintiffs as Additional Directors of Defendant No. 1 were duly made with the Registrar of Companies / Ministry of Corporate Affairs, on March 31, 2026 and the records of Defendant No. 1 were updated accordingly. From that point, and for the next five months, Defendant Nos. 2 and 3 conducted all executive decisions of Defendant No. 1 and the Film in accordance with the said arrangement, without a whisper of protest from the **Plaintiffs**. Copy of the Board Resolution passed on March 26, 2026 in furtherance of the Resignation Letters and the Request Letters and the e-form DIR 12 filed in this regard are annexed and marked as Exhibit "I".

7.20. The aforesaid documents and chronology of events demonstrate that, **following the execution of the CPA and the SHA, the manner in which the executive management and commercial affairs of Defendant No. 1 and the Film were conducted underwent a material and consensual change, arising from the Plaintiffs' own inability and unwillingness to participate in day-to-day management, their voluntary resignation,** the contemporaneous Request Letters, and the parties' subsequent conduct in acting upon the same. It is against this factual backdrop that the Plaintiffs' grievance and their suppression must be assessed.”

(Emphasis added)

6) In support of the said contention, Mr. Khandekar also relies on the resignation letters at Pages 119 and 120 and also letter at Page 121 and 122. He also relies on the following statement in the letter which is annexed at Pages 121 and 122 addressed by the Plaintiffs to the Defendant Nos. 2 and 3. The relevant part of letters on Page Nos. 121 and 122 read as under :

“...In terms of the various understandings between the undersigned and your kind self, it has been categorically been understood that the company and its products are very close to your heart and as such, in all fairness of things, it is but and obvious that **you shall be and should**

be in control of all executive decisions of this company...”

(Emphasis added)

7) Thus, *prima facie* it is seen that very vital documents are suppressed in the Plaint and that the Plaintiff Nos. 1 and 2 have resigned from the directorship of Defendant No.1 and above letters which are material, are suppressed. It is settled legal position as held by the Supreme Court in the case of ***Ramjas Foundation v. Union of India***¹ that the principle that a person who does not come to the court with clean hands is not entitled to be heard on the merits of his grievance and in any case not entitled for any relief is applicable not only to the petitions filed under Articles 32, 226 and 136 of the Constitution but also to the cases instituted in others courts and judicial forums.

8) A Division Bench of this Court in the case of ***Minco India Private Limited Vs. Minco India Flow Elements Private Limited***² also relied on the above judgment of the Supreme Court. The Division Bench has held that the principle laid down is applicable with more in case of grant of injunction and particularly where the interim relief is sought which is discretionary. Thus, the Plaintiffs are not entitled for any ad-interim relief.

1 (2010) 14 SCC 38

2 Commercial Appeal (L) No. 1600 of 2006 dated 18th March, 2026

9) Mr. Ardeshir, learned Senior counsel appearing for the Applicants states that the documents as stated by Mr. Khandekar, the learned counsel, are not relevant.

10) The Supreme Court in the case of *Bhaskar Laxman Jadhav and Others Vs. Karamveer Kakasaheb Wagh Education Society and Others*³ has held that it is not for a litigant to decide what fact is material for adjudicating a case and what is not material. It is the obligation of a litigant to disclose all the facts of a case and leave the decision-making to the court.

11) *Prima facie*, the Plaintiffs have suppressed very vital and material documents. It further appears that Plaintiff Nos. 1 and 2 had resigned from the directorship of Defendant No. 1, and this fact has not been disclosed in the Plaint. In the circumstances, it is *prima facie* clear that there has been suppression of material documents by the Plaintiffs.

12) However, it is made clear that the rights which the Plaintiffs are having, as more particularly set out in Paragraph No. 7. 15 of the Affidavit-in-Reply of the Defendant Nos. 2 and 3, are not affected.

³ (2013) 11 SCC 531

13) The Defendants to file Affidavit-in-Replies/Additional Affidavit, if necessary, within a period of four weeks. Rejoinder, if any, be filed within a period of four weeks thereafter.

14) Stand over to 6th October, 2026.

(MADHAV J. JAMDAR, J.)