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*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Judgment delivered on: 11.09.2017

+ O.M.P.(I) (COMM.) 347/2017

DYNAMIC ADVERTISING AND RESEARCH
TEAM PVT.

..... Petitioner

versus

WHITEFOX INDIA & ORS.

..... Respondents

Advocates who appeared in this case:

For the Petitioner

Mr. Sachin Datta, Sr. Adv. with Ms. Nikita Choukse and Ms. Rijnta Mohanty, Advs.

For the Respondents.

Mr. Anirudh Wadhwa, Mr. Hires Choudhary and Mr. B. R. Thali, Advs. for R-1.
Mr. Ajit Warriar and Mr. Aditya Nayyar, Advs. for R-2

**CORAM:-
HON'BLE MR JUSTICE SANJEEV SACHDEVA**

**JUDGMENT
11.09.2017**

SANJEEV SACHDEVA, J. (ORAL)

I.A. 10492/2017 (Exemption)

Allowed, subject to all just exceptions.

O.M.P. (I) (COMM.) 347/2017

1. By this petition under Section 9 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the Act), the

petitioner seeks an injunction against respondent no. 2 from releasing any money lying with Respondent No.2 for the sale of tickets of the International Music Event featuring performance by Artist Justin Bieber.

2. It is contended that the petitioner and respondent no. 1 entered into a Memorandum of Understanding dated 27.01.2017 and had jointly held the said event, where under after deferment of all expenses the profits were to be shared between petitioner and respondent no. 1 equally.

3. It is contended that respondent no. 1 has failed to pay profits to the petitioner leading to the petitioner filing the present petition under Section 9 of the Act.

4. It is contended that a sum of Rs. 1.35 crores is due and payable by respondent no. 1 towards the profit share of the petitioner.

5. Learned Senior Counsel for the petitioner submits that the petitioner had made a claim of Rs. 1,04,27,274/- after expending reasonable expenses towards the event.

6. Learned counsel for respondent no. 2 submits that prior to the receipt of advance notice of this petition, a sum of Rs. 50,00,000/- had already been released to the respondent no. 1. He submits that another sum of Rs. 85 lakhs is held by respondent no. 2 and is to be released to respondent No. 1.

7. Learned counsel for respondent no. 1 submits that on settlement of account there would be no amount due and payable to the petitioner. He further submits that there are certain taxation dues raised by the statutory authorities which are being defended. He submits that account can only be settled after the taxation claim is settled by one way or the other.

8. It is further submitted that petitioner and respondent no. 1 had entered into other transactions also and after the accounts are reconciled, the money would be due to respondent no. 1 and nothing would be payable to the petitioner.

9. He further, without prejudice, submits that in the alleged statement of claim furnished on 25.08.2017, the petitioner had himself quantified the profits/share of the petitioner as Rs. 42,13,978/- besides making a claim of Rs. 10 lakhs towards licences.

10. He, under instructions, without prejudice submits that respondent no. 1, on receipt of the further amount of Rs. 85 lakhs from respondent no. 2, shall secure the amount of Rs.52,13,978/- by creating a fixed deposit in said sum subject to further orders that may be passed by the Arbitral Tribunal under Section 17 of the Act.

11. Learned Senior Counsel for the petitioner is agreeable to the said course of action without prejudice to the rights and contentions of the petitioner to approach the tribunal for variations/modification of the interim arrangement being agreed to.

12. In view of the above, respondent no. 2 is permitted to release the said sum of Rs. 85 lakhs to respondent no. 1 but on release of the said amount, respondent no. 1 shall deposit a sum of Rs. Rs.52,13,978/- in an interest bearing fixed deposit and shall not deal with the same without permission of the arbitral tribunal.

13. The Arbitral Tribunal would be at liberty to consider the application of the petitioner under Section 17 of the Act, if so filed without being influenced by anything stated herein.

14. The petitioner shall comply with Section 9(2) of the Act.

15. The petition is accordingly disposed of in the above terms. There shall be no orders as to costs.

16. Order *Dasti* under the signatures of the Court Master.

SEPTEMBER 11, 2017
'rs'

SANJEEV SACHDEVA, J