

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 183 OF 2018

Tam Media Research Pvt. Ltd.

... Applicant

Versus

M/s./ Brahmaputra Tele Productions Pvt. Ltd.

... Respondent

Mr.Bimal Bhabhda for the Applicant.

None for the Respondent.

CORAM : S.J. KATHAWALLA, J.
DATED : 24TH AUGUST, 2018

P.C.:

1. The Applicant – Tam Media Research Pvt. Ltd. has filed the above Arbitration Application against the Respondent - M/s./ Brahmaputra Tele Productions Pvt. Ltd. under Section 11 of the Arbitration and Conciliation Act, 1996, as amended by Arbitration and Conciliation (Amendment) Act, 2015 (the Act) for appointment of a sole Arbitrator to resolve the disputes that have arisen between the parties under License Agreement dated 2nd June, 2015 (Exhibit-C to the Application).

2. The Applicant is a Private Limited Company incorporated under the Companies Act, 1956 and carries on the business of providing various proprietary data and services for monetary compensation. The Respondent is also a Private Limited Company incorporated under the Companies Act, 1956, who requested the Applicant to provide proprietary research data for the monetary compensation mentioned in the Sales Orders dated 25th May, 2015 and 28th May, 2015. In view thereof, the

Respondent on 2nd June, 2015 entered into a License Agreement with the Applicant to provide all the services as per the sales order.

3. Clause 23 of the said License Agreement dated 2nd June, 2015, pertains to arbitration and is reproduced hereunder :

“23. ARBITRATION

i. The disputes and differences that may arise between the parties hereto in respect of any of the covenants of this Agreement or any interpretation thereof shall be resolved by the single arbitrator appointed mutually by both the parties and arbitration proceeding in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

ii. The venue of arbitration shall be Mumbai (India).

iii. The proceedings of arbitration shall be in English.

iv. The governing laws shall be the laws prevailing in India for the time being in force.”

4. According to the Applicant, the Applicant from time to time forwarded their invoices and called upon the Respondent to pay an amount of Rs.9,27,370/-, (more particularly described in paragraph 6 of the Application), which are due and payable by the Respondent. Despite repeated requests and reminders, the Respondent failed and neglected to pay an amount of Rs.9,27,370/-. The Applicant through it's Advocate letters dated 20th December, 2017 and 31st March, 2018 was therefore compelled to invoke Clause 23 of the Agreement dated 2nd June, 2015. The Respondent despite receipt of letters dated 20th December, 2017 and 31st March, 2018, failed and neglected to respond to the same thereby compelling the Applicant to file

the above Arbitration Application under Section 11 of the Act for appointment of a sole Arbitrator to decide the disputes between the parties arising out the License Agreement dated 2nd June, 2015.

5. The Advocate for the Applicant has forwarded a copy of Application to the Respondent, under cover of his letter dated 1st June, 2018. The Advocate for the Applicant has submitted a copy of the letter dated 1st June, 2018 alongwith postal receipts and tracking report, which show that the Respondent has received a copy of the above Application on 6th June, 2018. However, the Respondent has failed to respond to the Arbitration Application and / or to appear before the Court. The Respondent has not agreed to the name of the Arbitrator, suggested by the Applicant and has also not suggested the name of any other person to act as Arbitrator in the matter.

6. From the aforestated facts, it is clear that there exists a valid agreement between the parties to have their disputes arising out of License Agreement dated 2nd June, 2015 (Exhibit-C to the Application) referred to Arbitration.

7. It is therefore clear that the Respondent has failed to appoint an Arbitrator to resolve their disputes. Hence, the following order :

i. Mr. Shriniwas Bobde, Advocate is appointed as the sole Arbitrator to decide the disputes between the parties arising out of License Agreement dated 2nd June, 2015 (Exhibit-C to the Application).

ii. The disclosure of Mr. Shriniwas Bobde, Advocate under Section 11 (8) read

with Section 12(1) of the Arbitration and Conciliation Act, 1996 is taken on record.

iii. The parties and / or their Advocate shall appear before the learned Arbitrator in his chambers on 10th September, 2018 at 5.00 p.m. and obtain necessary directions.

iv. All contentions of the parties are kept open.

v. The cost of arbitration shall initially be borne by the parties equally.

vi. The venue of arbitration shall be at Mumbai.

vii. The Advocate for the Applicant shall forthwith forward a copy of this order to Mr. Shriniwas Bobde, Advocate as well as to the Respondent by Speed Post / Registered Post A.D at its last known address.

viii. All concerned to act on an ordinary copy of this order, duly authenticated by the Associate / Personal Assistant of this Court.

ix. The above Arbitration Application is accordingly disposed off.

(S.J.KATHAWALLA, J.)