

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
ARBITRATION APPLICATION (L) NO. 440 OF 2019**

9X Media Private Limited	...Applicant
<i>Versus</i>	
Triumph Media Vision Private Limited	...Respondent

**WITH
COMM ARBITRATION PETITION (L) NO. 1242 OF 2019**

**Mr Shanay Shah, with Apeksha Sharma, Sanjeel Kadam, Sayalee
Rajpurkar, i/b Kadam & Co, for the Applicant.**

**CORAM: G.S. PATEL, J.
DATED: 7th November 2019**

PC:-

1. Heard Mr Shah for the applicant in this application under Section 11 of the Arbitration and Conciliation Act 1996.

2. The respondent is absent despite notice. An affidavit of service is filed and is taken on record. The contract in question is dated 3rd March 2016. The arbitration agreement is in Clause 16

(page 31). It provides for a reference of all disputes to a sole arbitrator. The seat of the arbitration proceedings is expressly stated to be Mumbai. There was an extension to this agreement by a subsequent agreement dated 3rd November 2018. The later agreement incorporates all the terms of the previous agreement including the arbitration clause (Clause D at page 43).

3. The applicant invoked arbitration by their advocate's notice dated 26th July 2019 at page 55 of the Petition. There was a response from the respondents on 31st August 2019. In this correspondence both sides have suggested different names as arbitrators but the parties have not agreed on any single name. The respondents have in correspondence not resisted the invocation of the arbitration nor they have denied the existence of the contract.

4. In these circumstances, there is no impediment to the appointment of Arbitrator.

5. Mr Sandip Parikh, learned Advocate of this Court, is hereby nominated to act as a sole Arbitrator.

6. A copy of this order will be communicated to him by the Advocates for the applicant within one week from today of the order being uploaded.

7. The learned Sole Arbitrator is requested to forward his statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the Prothonotary and Senior Master of this

Court, referencing this arbitration application, sufficiently in advance of his entering upon the reference to his arbitration. That statement will be retained on the file of this application. Copies will be given to both sides.

8. All contentions are left open.

9. Liberty to the parties to make an appropriate application if thought necessary under Section 17 of the Act.

10. The Arbitration Application is disposed of in these terms. There will be no order as to costs.

COMM ARBITRATION PETITION (L) NO. 1242 OF 2019:

11. Not on board. Mentioned. Taken on board.

12. The applicant has also filed a Commercial Arbitration Petition (L) No. 1242 of 2019 for reliefs under Section 9. Liberty to treat this as application for interim reliefs under Section 17 before the learned sole arbitrator. This order on the Section 9 Petition will not be construed as the applicants having given up or waived any of their rights or claims.

13. In view of the above, the Commercial Arbitration Petition is disposed of. No costs.

(G. S. PATEL, J)