

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 14 OF 2020**

Advet Bhambhani	...Applicant
<i>Versus</i>	
Jungle Book Entertainment Pvt Ltd	...Respondent

Mr Anand Mishra, *i/b Ashok Saraogi, for the Applicant.*
Mr Ishwar J Nankani, *with Divya Shetty i/b Nankani & Associates,*
for the Respondent.

CORAM: G.S. PATEL, J.
DATED: 24th January 2020

PC:-

1. Although Mr Nankani is instructed to submit that the necessary procedure for invocation of arbitration has not been followed, on a careful reconsideration, he waives that objection.

2. Between them the parties had a Production and Financing Agreement dated 30th August 2015. A copy is at page 14. The relevant arbitration clause 16.5 (at page 22) reads thus:

“16.5 Barring all other legal proceedings, the Parties shall submit all disputes arising out of or in connection with this agreement to arbitration under the provisions of the Arbitration & Conciliation Act, 1996. Parties will mutually

appoint a sole arbitrator. Exclusive Venue of Arbitration will be Mumbai.”

3. The objection as to invocation having been waived, parties are referred to the sole arbitration of Mr Karl Shroff, learned Advocate of this Court.

(a) **Appointment of Arbitrator:** By consent, Mr Karl Shroff, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under P&A Financing Agreement dated 18th August 2015.

(b) **Communication to Arbitrator of this order:**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Applicant within one week from the date this order is uploaded.

(ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

Arbitrator/s Mr Karl Shroff, Advocate.

Address Office No 316, 3rd Floor,
Commerce House, Kalaghoda,
Fort, Mumbai 400 023

Mobile 9820069915

Email karlshroff@gmail.com

- (c) **Disclosure:** The learned Sole Arbitrator is requested to forward the necessary 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, as soon as possible, and in any case sufficiently before entering upon the reference to arbitration. That statement will be retained by the Prothonotary & Senior Master on the file of this application. Copies will be given to both sides.
- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
- (e) **Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.
- (f) **Interim Application/s:**
 - (i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications

under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator.

- (ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.
 - (g) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
 - (h) **Sharing of costs and fees:** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.
 - (i) **Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.
 - (j) **Venue and seat of arbitration:** Parties agree that the venue and seat of the arbitration will be in Mumbai.
4. The application is disposed of in these terms. No costs.

(G. S. PATEL, J)