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

+ ARB.P. 319/2020

HARIKRIT FILMS Petitioner

Through: Ms. Kanika Jain, Adv.

versus

PRASAR BHARTI Respondent

Through: Mr. Rajeev Sharma and
Mr.Saket Chandra, Advs.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

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21.10.2020

(Video-Conferencing)

1. This is a petition under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996, seeking the appointment of an arbitrator, to adjudicate on the disputes between the parties.

2. The dispute arises out of an Agreement for a Commissioned Programme (Self Financed) (hereinafter referred to as the "Agreement") dated 16th June, 2015, executed between the petitioner and the respondent.

3. Prior thereto, on 1st January, 2015, the petitioner forwarded a proposal, to the respondent, for the telecast of a programme titled 'Vaah Choudhary – Gaon Kushaal Desh Kushaal' under the SFC on the DD Kisan Channel. It is asserted that this proposal was accepted by the respondent, resulting in the execution of the aforesaid

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Agreement on 16th June, 2015.

4. The petition avers, that according to the agreement, the programme of the petitioner were to be telecast between 14:00 and 14:30 hours on every Saturday and Sunday, with effect from 1st August, 2015. It is further asserted that, in September, 2015, the duration of the episode of the telecast was increased from 22½ minutes to 24 minutes but that, by then, certain episodes which had already been showed by the petitioner, already stood submitted to the respondent. In all, the petition avers that the petitioner submitted 52 episodes to the respondent, some of 22½ minutes and others of 24 minutes duration.

5. The petitioner claimed an amount of ₹ 36,00,000/- from the respondent, which was rejected by the respondent *vide* communication dated 17th February, 2017, save and except to the extent of ₹ 14,36,975/-. In the circumstances, the petitioner raised a dispute, which forms the subject matter of the present proceedings.

6. Clause 16 of the Agreement provides for arbitration, as the mode and method for the resolution of disputes between the parties and reads as under :

“16. ARBITRATION

In the event of any dispute or difference arising out of or relating to between the parties hereto or as to the performance rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or difference shall be referred to the Sole Arbitrator to be appointed by Chief Executive

Officer, Prasar Bharati (BCI), and the decision of the Arbitrator shall be final and binding on both parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be NEW DELHI (INDIA).”

7. The petitioner wrote, to the respondent, on 3rd June, 2017, invoking the afore-extracted arbitration clause. Though the respondent responded, on 17th July, 2017, stating that it was considering the appointment of a sole arbitrator, nothing fructified, as a result of which the petitioner has approached this Court, by means of the present petition under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996.

8. Mr. Rajeev Sharma, learned Counsel for the respondent submits that he has no objection to the disputes being referred to the arbitration of a sole arbitrator, to be appointed by the Court.

9. In view thereof, this Court appoints Mr Satyakam, Advocate (who may be contacted at 9868219633) as the sole arbitrator to arbitrate on the disputes between the parties.

10. Clause 16 of the agreement specifically provides making the arbitration proceedings subject to the Arbitration and Conciliation Act, 1996. The learned Sole Arbitrator would be entitled to be paid fees in accordance with the Fourth Schedule of the said Act.

11. The parties shall get in touch with the learned Sole Arbitrator, at the contact details provided hereinabove, within a period of one

week from today, so that a schedule for arbitration could be drawn up.

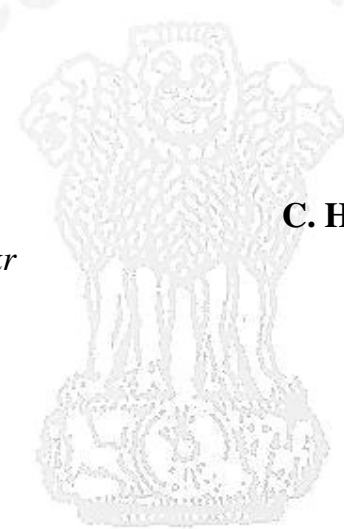
12. The learned Sole Arbitrator shall also forward the requisite disclosure under Section 12 of the 1996 Act within a week of entering into the reference.

13. The arbitration shall proceed in accordance with the covenants of the 1996 Act and be subject to the discipline and protocol thereof.

14. The petition is disposed of in the aforesaid terms.

OCTOBER 21, 2020/kr

C. HARI SHANKAR, J.



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