

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION APPLICATION NO.91 OF 2021**

Eagle Video Films

....Petitioner

V/s.

Sony Pictures Network India Pvt Ltd. & Anr

....Respondents

Dr. Birendra Saraf, Senior Advocate a/w. Mr. Mohan Jayakar, Mr. Priyank Daga and Ms. Anushka Agarwal i/b. Jayakar and Partners for applicant.
Mr. Zubin Behramkamdin a/w. Ms. Sneha Jaisingh and Mr. Aniruddha Banerji i/b. Bhruha and Partners for respondent no. 1.

**CORAM : K.R. SHRIRAM, J.
DATED : 26th JULY 2021**

P.C. :

1 This is an application under Section 11 of the Arbitration and Conciliation Act 1996 (the said Act). The parties have entered into agreement called Assignment Agreement dated 20th January 2000. Clause 31 of the agreement provides for arbitration. Mr. Behramkamdin did not dispute the existence of the arbitration agreement and submitted that clause 31.2 provides for both the parties endeavour to settle such disputes amicably and only if that settlement fails, the parties may give notice of invocation of arbitration. To a query posed by the court, Mr. Behramkamdin states that applicant submitted a claim dated 15th October 2020 to which, reply dated 6th November 2020 was given whereby, respondent no.1 have

denied that any amount was payable to applicant. In my view, in view of such a response from respondent no.1, the settlement talks have failed and, therefore, notice of invocation of arbitration was not premature.

2 When it was brought to the notice of counsel for applicant that no such notice of invocation against respondent no.2 has been annexed to the application, Dr. Saraf requested the matter to be taken up post lunch so that he can take instructions. Post lunch, Mr. Daga appeared for applicant and stated his instructions are to pursue the arbitration only against respondent no.1 and not respondent no.2.

3 Both counsel submitted that the court may appoint a sole arbitrator keeping open the rights and contentions of the parties. Therefore, Mr. Ankit Lohia, advocate practising in this court (Address : 2nd floor, Techno Heritage Building, Opp Bhagyodaya Building, Nagindas Mster Road, Fort, Mumbai 400 001, Mobile No.: 9821125936, Email ID : ankitlohia@hotmail.com) is appointed as sole Arbitrator to arbitrate on all disputes between applicant and respondent no.1 arising out of and/or in connection with and/or relating to Assignment Agreement dated 20th January 2000 and counter claim, if any.

4 The fees and expenses of the Arbitrator to be shared equally between the parties and the same will be costs in the arbitral proceedings.

5 For the sake of expediency, Learned Arbitrator shall make disclosure in writing under Section 11 (8) read with Section 12 (1) of the Arbitration

and Conciliation Act, 1996 directly to the parties. Applicant shall file a copy thereof in the Registry within two weeks of receiving the same.

6 Liberty to apply if the arbitrator expresses inability to accept the reference.

7 Application accordingly stands disposed.

(K.R. SHRIRAM, J.)