

OD-4

ORDER SHEET

AP/458/2023

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

KEFI MEDIA AND ENTERTAINMENT PVT. LTD.
VS
MOJOPLEX ENTERTAINMENT LLP AND ORS.

BEFORE:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

Date : 5th September, 2023.

Appearance:

Mr. Shashwat Nayak, Adv.

Ms. Rupsha Banerjee, Adv.

...for the petitioner

The Court: The respondents have been served twice.

The second affidavit of service shows that the respondent no.2 has been served while the respondent nos. 1 and 3 are shown as "Addressee Left".

The dispute brought to the Court arises out of an Agreement dated 28th July, 2021 between the petitioner and the respondents. The petitioner has been defined as the "Producer/Financer" while the respondent no.1 has been described as the "Content Acquisition House". The respondent no.2 has been named as the person representing the respondent no.1 in the said Agreement. The respondent no.3 is a signatory to the Agreement executed between the parties. The Agreement contains an arbitration clause.

Learned counsel appearing for the petitioner claims that the Agreement envisaged the petitioner/producer/financier to produce a short-film and thereby be paid the production cost by the respondents. Counsel submits that the petitioner proceeded to produce a film and thereafter sold the film to the respondents but the respondents resiled from its obligations and did not pay the money to the petitioner as agreed by the parties in the terms of the Agreement.

The material placed before the Court also shows that the petitioner issued two notices invoking the arbitration clause in the Agreement under Section 21 of the 1996 Act to the respondents; the first on 28th April, 2023 and the second on 7th June, 2023 but the respondents did not reply to either of the said notices.

The Court has been given one side of the facts without being presented the other side of the facts since the respondent no.2 has chosen to remain unrepresented despite being served.

The petitioner's claim of approximately Rs.50 lakhs arises out of the said Agreement and the respondents' non-performance of the terms of the Agreement.

Therefore, there is not only an arbitration agreement between the parties but also a dispute which is unresolved till date.

AP/458/2023 is accordingly allowed and disposed of by appointing Mr. Abhijit Chatterjee, advocate to act as the Arbitrator subject to the learned

Arbitrator communicating his consent in the prescribed format to the Registrar, Original Side of this Court within three weeks from date.

The petitioner's advocate-on-record shall communicate this order on the learned Arbitrator by 8th September, 2023 along with the requisite details of the contact person of the petitioner.

(MOUSHUMI BHATTACHARYA, J.)

sg.