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Arb.O.P (Com.Div.) No.114 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.06.2023

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.114 of 2023

M/s.JSB Film Studios,
Rep.by his Proprietor, Mr.J.Sathish Kumar,
No.45/1, Thirupathi Nagar,
1st Main Road Extn,
Kolathur, Chennai 600 099.

... Petitioner

Vs.

Kaustubha Mediaworks,
1st Floor, Sudha Sadan Building,
Buckingham Garden,
55/21, Nowroji Street,
Mc Nichols Road,
Chennai 600 031.

... Respondent

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a sole Arbitrator to resolve the disputes between the petitioner and respondent arising out of agreement dated 04.05.2020 and to direct the respondent to pay the costs.

For Petitioner : Mr.S.Ranjith Kumar
For Respondent : Mr.Vijayan Subramanian



ORDER

This Arbitration Original Petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as 'the Act') to appoint a sole Arbitrator to resolve the disputes between the petitioner and respondent arising out of an agreement dated 04.05.2020 and to direct the respondent to pay the costs.

2. Mr.S.Ranjith Kumar, learned counsel for the petitioner would submit that the petitioner and the respondent had entered into an agreement dated 04.05.2020 and as per the said agreement, the respondent had agreed to buy the right to broadcast and exploit the event for Rs.90,00,000/-. However, the respondent had only paid a sum of Rs.49,42,857/-. Evenafter repeated requests, the respondent had failed to make the balance payment and also tried to broadcast the content without paying full consideration, which is contrary to the terms of the agreement. Hence, the petitioner sent a notice dated 05.01.2022 under Section 21 of the Act with regard to the appointment of Arbitrator. However, the respondent had not responded for the same. Therefore, the petitioner, having left with no other option, approached this Court for the appointment of Arbitrator. The learned



counsel also, in support of his contention that the dispute is arbitral, referred to clause 12 of the said agreement, which is reproduced hereunder:-

“12. Governing Law and Jurisdiction

Any disputes or difference arising out of or pertaining to this agreement, shall first be resolved by the parties through negotiations, failing which such disputes/difference shall be subject to Arbitration of a sole Arbitrator to be appointed by Kaustubha Mediaworks. Such Arbitration proceedings shall be conducted at Chennai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or and statutory amendments thereof. The Arbitration proceedings shall be conducted in English and the award passed by the sole Arbitrator in pursuance of this arbitration shall be binding upon both the parties herein. Any disputes/differences not being the subject matter of such Arbitration proceedings shall be subject to the jurisdiction of the Courts of law at Chennai. Only Courts at Chennai shall have exclusive jurisdiction to try any matter relating to the agreement which is not subject matter of this arbitration.”

3. Mr.Vijayan Subramanian, learned counsel appearing for the respondent had also acceded to the appointment of Arbitrator, however, his objection is only with regard to Section 21 notice alleged to have been sent by the petitioner.

4. Upon hearing the learned counsel on both sides and perusing the materials available on record, this Court is satisfied that the present dispute



is arising out of the agreement dated 04.05.2020 and the same is arbitral in terms of Clause 12 of the said agreement. Hence, this Court is inclined to appoint a sole Arbitrator to adjudicate the disputes between the parties.

5. Accordingly, this Court feels it appropriate to pass the following order:-

i) **Mr.Anirudh Krishnan, Advocate, having Office at New No.20, Old No.59, Madhu Malathi, Seethammal Road, Seethamal Colony, Alwarpet, Chennai – 600 018,** possessing Mobile No.72990 88824 is appointed as sole arbitrator to enter upon reference and adjudicate the disputes *inter se* the parties.

ii) The learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of receipt of the Order. The learned Arbitrator is also directed to decide the matter without influenced by the observations made by this Court in the present order.

iii) The learned Sole Arbitrator appointed herein shall be paid fees and other incidental charges, as per Schedule IV of the Act and the same shall be borne by the parties equally. In



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the event of non-appearance of the respondent, the petitioner shall bear the entire remuneration and other expenses and thereafter, the petitioner can recover the same directly from the respondent and vice versa.

6. With the above direction, this Arbitration Original Petition is allowed.

15.06.2023

Speaking/Non-speaking order
Index : Yes / No
Neutral Citation: Yes / No
sd/nsa



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Arb.O.P (Com.Div.) No.114 of 2023

KRISHNAN RAMASAMY.J.,
sd/nsa

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