

AP-COM/160/2025
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

MOOPLE ACADEMY PVT LTD
VS
MS GEETANJALI KOHLI

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : 19th March, 2025.

Appearance:

Mr. Ankit Singh, Adv.

Mr. Soumalya Chakraborty, Adv.

. . .for the petitioner.

Mr. Supratick Shyamal, Adv.

Ms. Sumi Sultana, Adv.

. . .for the respondent.

The Court:

1. The petitioner claims to have demerged from Hi-Tech Film & Broadcast Academy Private Limited (in short 'Hi-Tech'), which is the first signatory to the franchise agreement dated April 18, 2019. The petitioner's contention is that, a business transfer agreement was entered into by and between the petitioner and Hi-Tech Film & Broadcast Academy Private Limited. The entire multimedia business of Hi-Tech Film & Broadcast Academy Private Limited stood assigned, transferred and sold to the petitioner, as a going concern. The respondent was carrying on a proprietorship business under the name and style M/s. Kavraan

Ventures. Under the said agreement between the respondent and Hi-Tech the respondent was to act as a franchisee and operate the franchisee centre at B 10-11, Lajpat Nagar-2, New Delhi – 110024 upon using the brand Hi-Tech Animation. The petitioner claims to have stepped into the shoes of Hi-Tech, by virtue of the transfer agreement. Disputes arose. The petitioner invoked the arbitration clause for settlement of the disputes between the petitioner and the respondent. The petitioner claimed to be the franchisor. It was alleged that the respondent being the franchisee, had violated certain terms and conditions of the franchise agreement.

2. The arbitration clause under Article XXIV is quoted below:

“ARTICLE XXIV

APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1. *This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with Indian Substantive and Procedural law, applicable to Agreements made and to be performed entirely therein.*
2. *The Parties shall attempt in good faith to resolve any dispute, difference or claim arising out of or in relation to this Agreement through mutual discussion. In case it is not resolved within thirty (30) days from receipt of the written notice (setting out the dispute or claim) by the other party, the complaining party may*

issue a notice of reference, invoking settlement of such dispute through Arbitration.

3. All disputes between the Parties shall be subject to exclusive jurisdiction of the Kolkata courts only.

4. Arbitration: Any and all disputes (“Disputes”) arising out of or in relation to or in connection with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in Kolkata, India in accordance with the terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator, who shall be appointed by the Parties mutually. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.”

3. The notice invoking arbitration was issued on August 20, 2024. A combined reading of the provisions for dispute resolution indicates that the parties had agreed to refer disputes relating to performance or non-performance of the agreement or disputes relating to the rights and obligations under the said agreement or the breach, termination, invalidity or interpretation thereof, to arbitration. The proceeding shall be in English and to be conducted by a sole arbitrator, in terms of the

Arbitration and Conciliation Act, 1996. The arbitral award shall be in writing and shall be treated as final and binding on the parties. The Courts of Kolkata would have exclusive jurisdiction. The clause also provides that there should be an attempt at an amicable settlement. The records reveal that amicable settlement could not be arrived at.

4. Thus, whether the petitioner could invoke arbitration as a franchisor on the basis of an alleged transfer agreement and all other objections which are available to the respondent, shall be decided by the learned arbitrator.
5. The objections of the respondent on the arbitrability of the dispute, the admissibility of the claims etc., are to be decided by the learned arbitrator and the respondent is free to raise all objection before the learned arbitrator.
6. Under such circumstances, the Court appoints Ms. Nilanjana Adhya, learned Advocate, Bar Library Club, [Mobile No. 9831759707], as the arbitrator, to arbitrate upon the dispute between the parties. This order is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.
7. The learned arbitrator shall fix her own remuneration as per the schedule of the Arbitration and Conciliation Act.
8. AP-COM/160/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)