

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION APPLICATION NO.17 OF 2025

Ulka Shah	.. Applicant
Vs.	
Rajeev Pandya	.. Respondent

Mr. Aurup Dasgupta with Ms. Darshika Hemnani and Ms. Prapti Bhadra, Advocates, i/by Jhangiani, Narula and Associates, for the Applicant.

None for the Respondent.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 15TH DECEMBER 2025.

P.C. :

1. This Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of the Arbitrator under the Deed of Assignment dated 16th September 2015. The arbitration agreement is at Clause 22, page 83 of the paper-book and reads as under:

“(22) In case of any dispute or differences between the parties, the parties shall refer the matter to the Arbitration of a sole Arbitrator, if the parties agree upon the sole arbitrator or to a panel of three arbitrators, one to be appointed by each party and the third Arbitrator is appointed by the other two Arbitrators as Presiding! Arbitrator. The Arbitration shall be at Mumbai and shall be governed by the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force.”

2. It is the Applicant’s case that the Deed of Assignment dated 16th September 2015 for the three Hindi cinematograph films being “Rang Birangi”, “Pyar Hi Pyar” and “Naukri” has been wrongly terminated by the Respondent. The Applicant seeks to impugn this termination and seeks performance of this Agreement and also claim damages. The Applicant has invoked arbitration through its Advocate’s notice dated 13th July 2023. There is no reply/denial to this notice. The present Application has been served on the Respondent and the

affidavit-of-service dated 13th December 2025 is filed in support thereof. Mr. Dasgupta, learned counsel for the Applicant tenders the original of the affidavit-of-service. This is taken on record and marked as “X” for identification.

3. I have perused the Application and the Deed of Assignment. I find that there is a valid arbitration agreement at clause (22) of the Agreement. The arbitration has been validly invoked on 13th July 2023. The Respondent has not denied the existence of the arbitration agreement either in response to the invocation notice or in this Application. The existence of the arbitration agreement is not in dispute. It is settled law as held by the Hon’ble Supreme Court in *Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re* (2024) 6 SCC 1 and followed in subsequent judgment in the case of *SBI General Insurance Company Vs. Krish Spinning*, (2025) 3 SCC (Civ) 567 that the Section 11 Court ought not to venture beyond the existence of a validly existing arbitration agreement.

4. Being satisfied that an arbitration agreement is in existence and that the arbitration has been duly invoked, I refer all disputes and differences between the parties under the above Deed of Assignment dated 16th September 2015 to arbitration by a Sole Arbitrator. In these circumstances, the Arbitration Application No.17 of 2025 is disposed of in the following terms:

[A]. Mr. Ali Antuley, learned Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of

and in connection with the Deed of Assignment referred to above. The contact details of Mr. Ali Antuley, the Sole Arbitrator, are “Office Address : Chambers of D.J. Khambata, 3rd Floor, Mulla House, M.G. Road, Mumbai 400 001, Mobile No.9892324593 E-mail : *aliantulay@gmail.com*”.

[B]. A copy of this order will be communicated to the learned Sole Arbitrator by the Advocate for the Applicant within a period of one week from the date on which this order is uploaded on the website of this Court. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order;

[C]. The learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocate for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Arbitration Application and a copy of the same shall be furnished by the Advocate for the Applicant to the Respondent;

[D]. The parties shall appear before the learned Sole Arbitrator on such date and at such place as indicated to obtain

appropriate directions with regard to conduct of the arbitration including fixing schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional e-mail address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such e-mail addresses shall constitute valid service of correspondence in connection with the arbitration;

[E]. The fees of the learned Sole Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018. All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

[F]. All issues and rights and contentions of the parties are kept open to be agitated before the Arbitral Tribunal.

[G]. The arbitration shall be held at Mumbai.

[GAUTAM A. ANKHAD, J.]