
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
ARBITRATION APPLICATION NO. 171 OF 2024

Global Broadcasting Solution OPC Private Limited ...Applicant

Versus

Bluesport Entertainment Private Limited ...Respondent

Ms. Pallavi Singh, i/b C&C Associates for the Applicant.

Mr. Vidhi Sharma, a/w Riya Tembhare, Prateek Katewa, i/b Cygnus Legal, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 12, 2025

PC :

1. This Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (***“the Act”***), seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under an agreement dated May 19, 2023. The arbitration agreement is contained in Clause 21 (found at Page 40 of the Application). In the interest of brevity, the arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

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2. It is apparent from the record that the arbitration agreement was invoked by the Applicant on April 22, 2024. There is no reply filed to the said invocation.

3. The objection to the existence of the arbitration agreement raised on behalf of the Respondent is two-fold. *First*, that Mr. Manu Agarwal, who is shown as having signed the agreement passed away on May 22, 2023, and that he was hospitalized in the days preceding his demise. Consequently, the very execution of the agreement is said to be under cloud. *Second*, that Mr. Alok Tripathi, who has signed the agreement on behalf of the Applicant is also a Director on the Board of Directors of the Respondent and the agreement represents a related party transaction which would point to a conflict of interest.

4. I am afraid neither of the two objections falls within the scope of review of this Court under Section 11 of the Act. The scope of review under Section 11 is explicitly set out in Section 11(6A) of the Act. It is now trite law, with particular regard to the decisions of a seven-judge bench in the *Interplay Judgement*¹ followed by multiple others,

¹ *In Re: Interplay Between Arbitration Agreement under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899 (2024) 6 SCC 1*

including *SBI General*² and *Patel*³ that the Section 11 Court ought not to venture beyond examining the existence of a validly existing arbitration agreement that has been formally executed. Even questions of existential substance is a matter that falls squarely in the domain of the arbitral tribunal, in view of Section 16 of the Act.

5. Consequently, it shall be open to the Respondent to raise both these objections which essentially are objections on merits, and even if they raise an existential question about the agreement, it is a question that goes beyond the formal existence of the agreement and therefore beyond the jurisdiction of this Court.

6. Being satisfied that an arbitration agreement is validly in existence, and that arbitration has been duly invoked, it is in the fitness of things to refer the disputes and differences between the parties in connection with the aforesaid agreement to arbitration by a Sole Arbitrator.

7. Consequently, this Application is ***finally disposed of*** in the following terms:

² *SBI General Insurance Co. Ltd. Vs. Krish Spinning*, 2024 SCC OnLine 1974

³ *Ajay Madhusudan Patel Vs. Jyotindra S. Patel*, 2024 SCC OnLine, 2597

A) Mr. Shilpan Gaonkar, a Learend 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 Agreement referred to above;

Office Address:-

Office No. 6, 2nd Floor,
Examiner Press Building, Dalal Street,
Fort, Mumbai 400 001
Email ID: chambers.ssg@gmail.com

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from the date of upload of this order. The Application 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 parties

within a period of two weeks from receipt of a copy of this Order;

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

E) 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.

8. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

9. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]