

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

ARBITRATION APPLICATION NO.311 OF 2025

Raya Tristar Media Holdings LLP	.. Applicant
Vs.	
EFF Jumbo Darshan Co-op. Hsg. Society Ltd.	.. Respondent

Mr. Shlok Parekh with Ms. Kinjal Kakkad, i/by Mr. Jayesh R. Vyas, Advocates,
for the Applicant.

Mr. Rohan Kelkar with Ms. Prarthana Thaker, Advocates, i/by Divekar Bhagwat
& Co. for the Respondent.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 17TH OCTOBER 2025.

P.C. :

1. The Applicant has filed this Arbitration Application under Section 11 of the Arbitration and Conciliation Act, 1996 (*“the Act”*) seeking appointment of a Sole Arbitrator. The parties have executed the following agreements:

- (a) The Memorandum of Understanding dated 20th August 2019 (Exhibit “B” to the Application; “MoU”) and its Deed of Modification dated 7th August 2020 (Exhibit “C” to the Application);
- (b) The Leave and License Agreement dated 20th August 2019 (Exhibit “G” to the Application; “LLA”) and its Deed of Modification dated 7th August 2020 (Exhibit “H” to the Application);
- (c) The Supplementary Agreement dated 20th August 2019

(Exhibit “D” to the Application; “SA”) and its Deed of Modification dated 7th August 2020 (Exhibit “E” to the Application).

The parties acknowledge that each of the MoU (Cl.32 at page nos.88-89), the LLA (Clause 31 at page no.172) and the SA (Clause 15 at page nos.128) contains an arbitration clause but that the arbitrator is appointed in terms of Clause 32 of the MoU and that the arbitral proceedings shall be consolidated.

2. Mr. Kelkar, learned counsel for the Respondent submits that there is a jurisdictional issue which the Respondent intends to raise before the Tribunal since it is not permissible to grant specific performance for the renewal of a Leave & License Agreement. He submits that without prejudice to his client’s rights and contentions, the Tribunal can be constituted with liberty to the Respondent to raise all such pleas including on the issue of jurisdiction before the Tribunal.

3. Since the existence of the arbitration agreement is not in dispute, keeping all rights and contentions of the parties open including on the issue of jurisdiction, I refer all disputes and differences between the parties under the above Agreements to arbitration by a Sole Arbitrator. In these circumstances, Arbitration Application No.311 of 2025 is disposed of with the following directions :-

- [A]. Mr. Hrushi Narvekar, Advocate, 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. The contact details of Mr. Hrushi Narvekar, the Sole Arbitrator, are “*Off.Add. : Aban House, 6th Floor, Behind Chetna Hotel, Kalaghoda, Fort, Mumbai, E-mail : hrushin90@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.

[F]. All issues are kept open to be agitated before the Tribunal.

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

4. Mr. Parikh, the learned counsel for the Applicant submits that the Applicant has also filed a Section 9 Petition namely Arbitration Petition No.490 of 2025, which is not on today's Board. The same is taken up for final disposal by consent of the learned counsels for the parties.

5. Mr. Parikh seeks leave to withdraw Section 9 Petition with liberty to file a fresh Section 17 Application. Mr. Kelkar has no objection to the aforesaid. In view thereof, Arbitration Petition No.490 of 2025 is disposed of as withdrawn with liberty to file a fresh Section 17 Application before the learned Arbitrator. Since the Section 9 Application has not been heard on merits, the Section 17 Application shall be decided in accordance with law.

[GAUTAM A. ANKHAD, J.]