



\$~56

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 416/2024**

PRASAR BHARATI

.....Petitioner

Through: Ms. Madhusmita Bora and Mr. Bijoy
Kumar Pradhan, Advocates.

versus

M/S GURUJI ADVERTISERS PVT LTD

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

02.09.2025

%

1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of the sole Arbitrator.
2. Disputes between the parties in the present petition arise out of an Accreditation Agreement dated 01.05.1997, whereby Respondent was given the status of Accredited Agent. Petitioner avers that Respondent defaulted in making payments as a result of which several demand notices were issued. The Agreement contains Clause 5 envisaging reference of disputes to arbitration by a sole Arbitrator to be appointed by DG, Doordarshan.
3. It is averred that on an application being filed in this Court being ARB. P. No. 17/2005, sole Arbitrator was appointed by the Court on 24.11.2005, however, while the proceedings were pending learned Arbitrator expired, whereafter a substitute Arbitrator was appointed on 25.01.2011 but the learned Arbitrator recused on 13.04.2019. Thereafter a Senior Advocate was appointed as an Arbitrator, but he recused from the



matter citing the reason that his appointment being unilateral was untenable in law. In these circumstances, Petitioner approached this Court.

4. Order dated 24.07.2025 passed by learned Joint Registrar shows that Respondent has been served through publication on 23.01.2025 but neither anyone appeared on its behalf nor reply was filed and accordingly, right to file reply was closed. This is the second call of the matter. None appeared for the Respondent on the first call. None appears on the second call. Respondent is accordingly set *ex parte*.

5. Accreditation Agreement executed between the parties contains arbitration clause 5 providing for reference of disputes or differences arising from the Agreement for adjudication to a sole Arbitrator to be appointed by DG, Doordarshan. Clearly, the appointment cannot be made in terms of this clause as the same will be a unilateral appointment and in the teeth of the judgments of the Supreme Court in ***Perkins Eastman Architects DPC and Another v. HSCC (India) Limited*, (2020) 20 SCC 760** and ***Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV) A Joint Venture Company*, (2025) 4 SCC 641**. Candidly and fairly, learned counsel for the Petitioner does not dispute this position, however, submits that vide order dated 25.09.2024 in ARB. P. No. 208/2024, on a similar issue, this Court has appointed Ms. Justice Asha Menon, former Judge of this Court as the Sole Arbitrator and the Court may consider appointing the same Arbitrator.

6. Accordingly, Ms. Justice Asha Menon, former Judge of this Court (Mobile No. 9910384664) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.



7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
8. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 2, 2025
Ch/Shivam