



\$~24

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

+ **ARB.P. 1941/2025 & I.A. 28847/2025**

AMAZON SELLER SERVICES PRIVATE LIMITEDPetitioner

Through: Mr. Devvrat Joshi and Ms. Srishti
Dhoundiyal, Advs.

versus

M/S MAGIC FRAMES & ANR.Respondents

Through: Mr. Mansoor Ansari, Mr. Waseem
Ahmad, Mr. Sarthak Rana and Mrs.
S. S. Surana, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

24.12.2025

%

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Master Video License Agreement dated 29.02.2020 [**“the Agreement”**].

2. Material on record indicates that the Petitioner and Respondents executed the Agreement under which the Respondents were to deliver the final materials for a film, “Vilayath Budha,” [**“the Title”**] within five days of its theatrical release, scheduled between 01.07.2023 and 30.07.2023.

3. It is stated that under the Agreement, the Respondents granted the Petitioner exclusive rights to exploit, market and make available the Title on Amazon Prime Video Service. It is further stated that a total license fee of



Rs. 4,00,00,000/- to the Respondent No.1 towards the Title. Additionally, the Petitioner paid an amount of Rs. 72,00,000/- towards the Good and Services Tax (GST), and therefore, the total amount paid by the Petitioner was Rs. 4,72,00,000/-.

4. It is stated that since the Respondents have failed to provide the Title, promotional, meta data and other mutually agreed materials by the stipulated time period to enable the Petitioner to commence the exercise of its rights under the Agreement, the Petitioner issued a Notice for Termination dated 28.02.2025 and called upon the Respondents to refund the amount of Rs. 8,00,00,000/- alongwith the applicable taxes of Rs. 1,44,00,000/-. A reply was issued by the Respondent No. 1 on 29.08.2025.

5. Clause 17 of the Agreement contains an arbitration clause, which indicates that the venue of arbitration shall be at Delhi. There is no other communication which shows that the parties have decided that the seat of the arbitration would be at any other place other than Delhi.

6. A notice dated 18.09.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondents invoking Arbitration and claiming a sum of Rs. 8,00,00,000/- which according to the Petitioner is due and payable by the Respondents. Since no reply has been received from the Respondent to the said Notice, the Petitioner has approached this Court by filing the present Petition seeking appointment of an Arbitrator.

7. Notice was issued in the Petition on 19.11.2025.

8. The Respondents have been served.

9. Since both the Petitioner and the Respondents are from Delhi, this Court has the jurisdiction to entertain the present Petition.



10. In view of the fact that disputes have arisen between the parties and the Agreements contain an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

11. Accordingly, Justice Vipin Sanghi, former Chief Justice of High Court of Uttarakhand (Mob. No: 9871300037) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

12. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

13. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

14. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

15. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

16. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 24, 2025

Prateek