IN THE HIGH COURT OF JHARKHAND AT RANCHI

Arbitration Application No. 32 of 2026

M/S SHAMBIN ENTERTAINMENT PVT. LTD., having its registered office at- Sadanand Road, PWD Chowk, Hazaribagh, P.O.- G.P.O., Hazaribag, P.S.- Sadar, District-Hazaribag through one of its Director Binay Kumar, Aged about 45 years, Son of Late Ghanshyam Prasad Mehta Resident of Village Hadari, P.O & P.S. -Ichak, District- Hazaribag, Jharkhand

... Petitioner/Applicant

Versus

Ms. Kashika Deepak Teckchandani (Screen Name: Kashika Kapoor), Having its office at- Accunity Services LLP No. 1702, Ambience Court, Groma Marg, Vashi, Navi Mumbai, Thane, P.O.- Vashi Thane, P.S.- Thane, Dist-Mumbai, Maharashtra, PIN No. 400053 ... Respondent

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CORAM: HON'BLE THE CHIEF JUSTICE

For the Petitioner: Mr Krishna Prajapati, Advocate
For the Respondent: Mr Samir Kumar Lall, Advocate.

03/Dated: 20.11.2026

1. Heard Mr Krishna Prajapati, learned counsel for the applicant, and Mr Samir Kumar Lall, learned counsel for the respondent.

2. This is an application under Section 11 of the Arbitration and Conciliation Act, 1996 (the said Act), seeking appointment of an arbitrator under clause 15 of the Artist Agreement dated 17th June 2024.

3. The applicant has alleged that disputes have arisen between the parties under the Agreement dated 17th June 2024. Since the agreement contains an arbitration clause, i.e. clause No. 15, this application is filed seeking appointment of an arbitrator.

4. The existence of the arbitration clause cannot be disputed and was not disputed. However, Mr Samir Kumar Lall, the learned counsel for the respondent, points out that under clause 15.4, the venue of arbitration shall be Mumbai, India. He further points out that the agreement was entered into in Mumbai and that the cause of action has also accrued in Mumbai. Therefore, he submits that this application should have been filed at Mumbai and not at Ranchi, Jharkhand.

5. Mr Samir Kumar Lall, without prejudice to the above objection, further submits that the so-called dispute raised by the applicant is not arbitrable and, at the highest, can be adjudicated before the civil Court. This, he submits, is another ground to dismiss this application.

6. Mr Samir Kumar Lall, learned counsel for the respondent, finally submitted that no dispute survives between the parties because all amounts payable under the agreement have been duly paid. He therefore submits that there is no point in referring the parties to arbitration.

7. Insofar as the issue of territorial jurisdiction is concerned, Mr Prajapati, the learned counsel for the applicant, has referred to clause 16.1 of the agreement which reads as follows: -

> "*Subject to the provision of Clause 15, the Courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996 to determine*

> *all matters, which the Court is entitled to determine under the Act, Including, without limitation, provisions of Section 9 of the Arbitration and Conciliation Act, 1996 shall exclusively be the Courts at Ranchi, India."*

8. The first party, i.e. the applicant herein, appears to be from Jharkhand. Therefore, the Courts in Jharkhand do not inherently lack jurisdiction. In such a situation, the parties were free to agree that the Courts having jurisdiction under the said Act to determine all matters shall exclusively be the Courts at Ranchi, Jharkhand, India.

9. In these circumstances, there is no merit in the objection about maintainability now raised.

10. As regards the issues of non-arbitrability or that there is no surviving dispute, given the law laid down by the Hon'ble Supreme Court in the case of ***Interplay Between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, In Re, (2024) 6 SCC 1*** and ***SBI General Insurance Company Limited Vs Krish Spinning, (2024) 12 SCC 1***, such objections cannot be addressed at this stage.

11. The limited scope of these proceedings is to determine the *prima facie* existence of an arbitration agreement between the parties. Once that is determined, the issues now raised on behalf of the respondent can always be agitated before the arbitrator. The fact that an arbitrator is appointed or the

parties are referred to arbitration does not foreclose such issues either way. In any event, this is clarified, and the respondent is expressly reserved the right to raise such issues once the arbitrator is appointed.

12. The learned counsel for the parties, without prejudice, finally submitted that, since clause 15.4 of the Agreement provides that the venue of arbitration shall be Mumbai, India, and the subject matter of the dispute is within the range of Rs. 40.00 lakhs, it would be better to appoint a practising Advocate in Mumbai as the Arbitrator in this matter. This suggestion is quite reasonable.

13. Accordingly, this application is allowed, and **Mr Sangramsinh S. Parab**, having office at the Chambers of Naushad Engineer, Sr. Advocate, 1D/E, 1st Floor, Lentin Chambers, Dalal Street, Fort, Mumbai-400001, [Cell No. 9167200909, email: sangram.parab3@gmail.com], is appointed as an Arbitrator to adjudicate the disputes that have arisen between the parties. He is appointed as an arbitrator.

14. The learned sole arbitrator is requested to forward the statutory statement of disclosure under Section 11(8) read with Section 12(1) of the said Act to the parties within four weeks of receipt of a copy of this order. The parties should provide their email id to the learned arbitrator at the earliest.

15. The fees of the learned Arbitrator shall be governed by Schedule 4 to the said Act and shall initially be borne by both parties in equal proportions. The same applies to other costs relating to arbitration.

16. All contentions of all parties and objections on behalf of the respondent, including the contentions now raised in opposition to this application, are left open for decision by the sole Arbitrator so constituted.

17. The parties have agreed to place an authenticated copy of this order before the learned Arbitrator within two weeks of its uploading on the website of this Court. All concerned may act on an authenticated copy of this order.

18. This application is disposed of in the above terms without any order for costs.

(M. S. Sonak, C.J.)

20.11.2026
N.A.F.R.
APK/VK
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