



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.20 OF 2026

UFO Moviez India Limited

...Applicant

V/s.

Marlen Cinemas

...Respondent

Ms. Ishika Lodha *i/b. M/s. Parinam Law Associates for the Applicant.*

CORAM: SANDEEP V. MARNE, J.

DATED: 4 MAY 2026.

P.C.:

1) This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) seeking interim measures before commencement of the arbitral proceedings. The disputes and differences between the parties have arisen out of various Equipment Lease Agreements and Advertisement Agreements.

2) I have heard Ms. Lodha, the learned counsel appearing for the Applicant.

3) By order dated 27 March 2026, this Court had issued notice to the Respondent and had granted hamdast. Ms. Lodha tenders affidavit of service, which would indicate that the Theater premises of the

Respondent was found closed. However, notice was delivered on authorised representative of the Respondent, Mr. A.S. Lengesh, whose wife accepted the notice but refused to give acknowledgment. Ms. Lodha also invites attention of this Court to the previous affidavit of service, which indicates that notice in respect of the Application has been delivered on the Respondent by RPAD. Thus, the Respondent is duly served. However, none appears on behalf of the Respondent.

4) Ms. Lodha invites attention of this Court to arbitration clause in various Equipment Lease Agreements and Advertisement Agreements. Seat and venue of the arbitration is at Mumbai. I am therefore satisfied about existence of arbitration agreement between the parties and it would therefore be just and proper to constitute Arbitral Tribunal of a sole Arbitrator.

5) Accordingly, I proceed to pass the following order:-

(A) Ms. Spenta Kapadia, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the concerned Equipment Lease Agreements and Advertisement Agreements. The contact details of the Arbitrator are as under:-

Office Address:- 29/29A, Alli Chambers, Tamarind Lane,
Fort, Mumbai- 400 001

Email id:- spentahavewala@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of

one week from the date of uploading of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith 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 2 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 by her, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

(E) The fees of the sole Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

6) All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

7) With the above directions, the Application is disposed of.

[SANDEEP V. MARNE, J.]