

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 510 OF 2025

Solitaire Entertainment Limited

.....**APPLICANT**

: VERSUS :

2d Entertainment Private Limited

....**RESPONDENT**

Mr. Aurup Dasgupta i/b. Jhangiani Narula Associates, for the Applicant.

Mr. S.S. Rajesh (through V.C.) with Ms.Yogini Abhay Ugale, for the Respondent.

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CORAM : SANDEEP V. MARNE,

J.

DATED : 9 FEBRUARY, 2026.

P.C. :

1) This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for adjudication of disputes and differences between the parties arising out of Deed of Assignment dated 15 December 2020. According to the Applicant, an amount of Rs.75,00,000/- is due and payable by the Respondent to it under the said Deed w.e.f. 17 December 2020. Accordingly, the Applicant desires to press the claim before the Arbitral Tribunal for recovery of principal amount of Rs.75,00,000/- alongwith agreed interest @ 12% p.a. from 17 December 2020.

2) Mr.Rajesh appears on behalf of the Respondent and submits that the Respondent has already offered the principal amount of Rs.75,00,000/- to the Applicant on 8 June 2023 but the Applicant has refused to accept the same. He submits that without prejudice to its rights, the Respondent is willing to pay amount of Rs.75,00,000/- to the Respondent with simple interest @ 6% p.a. from 17 December 2020 till 6 June2023.

3) Mr.Dasgupta, the learned counsel appearing for the Applicant, on the other hand submits that the entitlement of the Applicant is to receive contractual rate of interest @12% p.a. till date.

4) There is no dispute between the parties about existence of arbitration agreement and infact in response dated 26 September 2025, the Respondent had urged the Applicant to approach this Court for appointment of Arbitrator. There is also no dispute between the parties about payment of principal amount of Rs.75,00,000/-. The dispute is only qua the rate of interest and the period for which the same is payable. In that view of the matter, it would be appropriate that Respondents pays to the Applicant principal amount of Rs.75,00,000/- on a without prejudice basis.

5) Accordingly, I proceed to pass the following order :
(A) Respondent shall pay to the Applicant principal amount of Rs.75,00,000/- within a period of 2 weeks. Applicants to furnish the bank details to the Respondent forthwith.

(B) For adjudication of disputes and differences between the parties relating to the rate of interest and the period during which the same is payable, the Arbitral Tribunal comprising of sole Arbitrator of Ms.Gulnaal Mistry is constituted. The contact details of the Arbitrator is as under :

Office Address :- 101, 1st floor, Infinity (formerly known as Ramnimi Fort, Cawasji Patel Street, Mumbai-400 001.

Email ID :- gm@mistrychambers.com

Mobile No.:- 98207 76272

(C) A copy of this order be communicated to the learned sole Arbitrator by the Advocate 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.

(D) 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.

(E) 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.

(F) 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 rights and contentions of the parties are expressly kept open to be raised before the Arbitral Tribunal.

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

[SANDEEP V. MARNE, J.]