



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION (L) NO.15100 OF 2026

Onedigital Entertainment Pte Ltd.

....Petitioner

V/S

Prajakta Koli

....Respondent

Mr. Ashish Kamat, Senior Advocate with Mr. Harsh Moorjani, Mr. Prashant Sivarajan, Mr. Jay Zaveri, Ms. Tavleen Saini, Ms. Anjali Sharma, Mr. Tushar Saigal and Mr. Ujjwal Batra i/b Crawford Bayley & Co. *for the Petitioner.*

Mr. G.S. Godbole, Senior Advocate with Mr. Astad Randeria, Ms. Aditi Sen, Ms. Aadya Saggurth and Mr. Namit Chatrath i/b Khimani & Associates *for Respondent.*

CORAM : SANDEEP V. MARNE, J.

DATE : 08 MAY 2026.

P.C.:

1. This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) seeking interim measures before commencement of the arbitral proceedings. Disputes and differences have arisen between parties out of Performance of Artists Management Agreement dated 10 September 2015.

2. I have heard Mr. Kamat, the learned Senior Advocate appearing for the Petitioner and Mr. Godbole, the learned Senior Advocate appearing for the Respondent.

3. As the hearing of the Petition progressed, the parties have agreed that the present Petition can be converted into Application under Section 17 of the Arbitration Act by constituting the Arbitral Tribunal. Although Petitioner is a Singapore based entity, parties have agreed for conduct of domestic arbitration with the seat of arbitration at Mumbai. Parties agree that as on 6 February 2026, the Petitioner has engaged into arrangements *qua* the Respondent in respect of five third parties.

4. Parties have also agreed that till the Arbitral Tribunal decides Section 17 Application, a *pro tem* arrangement would operate in following terms:

i) Respondent shall honour the existing five engagements already entered into by the Petitioner with third parties, subject to the Petitioner sharing with Respondent copies of documentation concerning the said five engagements as well as full details of revenues earned from them.

ii) In the event Petitioner brings any new client for the Respondent and if Respondent agrees to accept the engagement with such client, Respondent shall share 10% of the revenue generated out of such engagement with the Petitioner. However, Respondent shall be free to accept engagements outside the Petitioner without any restrictions.

iii) Respondent shall maintain accounts in respect of all the engagements made by her hereinafter till decision of Application under Section 17 of the Arbitration Act.

iv) The above arrangement shall be without prejudice to rights and contentions of the parties.

5. In view of the consensus prevailing between the parties, Arbitral Tribunal comprising of sole Arbitrator is constituted as under:

A) Smt. Justice Sadhana Jadhav, Former Judge of Bombay High Court is hereby appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Performance of Artists Management Agreement referred to above. The contact details of the learned sole Arbitrator are as under:

Office Address: C/o Advocate Vijay Hiremath, 108,
Seksaria Chamber, Nagindas Master Road,
Opp. Commerce House, Kala Ghoda, Fort,
Mumbai – 400 001.

Mobile No: 94229 89004.

Email ID: sjadhav0660@gmail.com

B) A copy of this order be communicated to the learned sole Arbitrator by the Advocate for the Petitioner within a period of one week from the date of uploading of this order. The Petitioner 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 Arbitration Act to the parties within a period of two 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 learned 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 learned sole 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. Petitioner shall file Application under Section 17 of the Arbitration Act within a period of four weeks before the Arbitral Tribunal which shall be decided on its own merits. The arrangement indicated above shall operate till the decision of Section 17 Application.

7. All rights and contentions of parties on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

8. With the above directions, Commercial Arbitration Petition is **disposed of**. There shall be no order as to costs.

(SANDEEP V. MARNE, J.)