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

INTERIM APPLICATION NO.2543 OF 2025
IN
EXECUTION APPLICATION NO.1261 OF 2016

SATISH RAMCHANDRA SANGAR
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Date: 2026.11.05 14:43:09 +0530

1. **Reshma Ramsay**, }

2. **Anita Ramsay @ Anu**, }
Legal heirs of the deceased "Kiran Ramsay", }
(Original Respondent No.2), Both adult of }
Mumbai, Residing at :- Flat No.307, 3rd Floor, }
Natasha Tower, Versova Link Road, Andheri }
(West), Mumbai : 400 050. } ...**Applicants**

In the matter between:-

Royal screening, }
A Proprietorship Concern of Mrs.Heena D. }
Dhanwani, (Through his Attorney Holder }
Dilip Dhanwani (Senior Citizen), Having }
Address at 1/J, Naaz Cinema Building, } ...**Applicant**
Lamington Road, Mumbai : 400004. }(**Decree Holder**)

Versus

1. **Om Film Company**, }
A Proprietorship Concern of Mr.Kiran Ramsay, }
Having its Address at B–801, Abhishek, }
Juhu Versova Link Road, Opposite H.D.F.C. }
Bank, Andheri (West), Mumbai : 400053. }

2. **Kiran Ramsay (Since Deceased)**, }
An adult Indian Inhabitant of Mumbai, }
Having Address at B–801, Abhishek, }
Juhu Versova Link Road, Opposite H.D.F.C. }
Bank, Andheri (West), Mumbai : 400053. }

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2(a) **Mrs.Reshma Ramsay**, }
(Wife of Respondent No.2, Legal Heir), }
Flat No.307, 3rd Floor, Natasha Tower, }
Versova Link Road, Andheri (West), }
Mumbai : 400050. }

2(b) **Anita Ramsay @ Anu**, }
(Daughter of the Respondent No.2). }

3. **DMS Films**, }
Keshu Ramsay (Proprietor), (Since Deceased), }
Maharaja Surajmal, C Block, Juhu Versova }
Link Road, Opposite H.D.F.C. Bank, }
Andheri (West), Mumbai : 400053. }

3(a) **Mrs.Kavita Ramsay** }

3(b) **Mr.Deepak Ramsay** }

3(c) **Mr.Sagar Ramsay** }

3(d) **Mr.Mayur Ramsay** }

Flat No.09, 3rd Floor, also Flat No.14 & 15 on }
5th Floor of Maharaja Surajmal Building, }
C–Wing, Juhu Versova Link Road, Andheri }
(West), Mumbai – 53. } ...**Respondents**

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Mr.Ashish Gatagat i/b. Mr.Asif Menon:-	Advocate for Applicants in Interim Application No.2543 of 2025 and for Respondent Nos.2(a) and 2(b) in Execution Application.
Mr.Jaineel Vashi a/w Mr.Atharva Sawant i/b. Rajeev Sawant and Associates:-	Advocates for Decree-Holder and for Respondent in Interim Application No.2543 of 2025.

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CORAM : S. M. MODAK, J.

RESERVED ON : 28th OCTOBER 2026

PRONOUNCED ON : 5th NOVEMBER 2026

P. C. :-

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1. During pendency of Execution Application, the present Interim Application is filed for **dismissing the Execution Application on the ground that there is no Arbitration Award**. So, the only issue arisen is:-

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*"Whether the decision by the Adjudication Sub–Committee of Indian Motion Picture Distributors' Association, Mumbai dated 14th October 2009 can be said to be an Arbitration Award, within the meaning of Clause (c) of Section 2 of the Arbitration and Conciliation Act, 1996 ("**A & C Act**").*

2. On this background, I have heard learned Advocate for the Applicants/Award Debtors and learned Advocate for the Original Applicant/Decree Holder.

3. Prior to going into the legal provisions, it will be material to consider the facts which are relevant for deciding the controversy. It is as follows:-

(a) The Original Applicant is carrying on the business of distribution of the Films whereas, the Award Debtor M/s. Om Film Company is a proprietary concern of Mr. Kiran Ramsay. He is the producer of cinema *"Good Luck"* of which one Kiran Ramsay is the proprietor. Said Kiran Ramsay has expired. Whereas, the Respondent No.2(a) – Reshma is his wife and the Respondent No.2(b) – Anita is his daughter. The Respondent No.3 is DMS Films of which Kiran and Keshu seems to be the Directors. The said Firm is wound up and Keshu has also expired. The Respondent Nos.3(a) to 3(d) are his legal representatives.

(b) M/s. Om Film Company has assigned theatrical rights for the said Picture on *Minimum Guarantee Royalty* ("**MGR**") basis for a period of 5 years for Rs.28,70,000/- (Rupees Twenty Eight Lakh Seventy Thousand) in favour of the Original Applicant.

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The parties have recorded those terms in the letter dated 15th May 2008 signed by both the parties. The parties have decided to refer the dispute for Adjudication to the Arbitrator of Indian Motion Picture Distributors' Association ("**I.M.P.D.A.**").

(c) Both the parties vide their letter dated 15th May 2008 have informed to the Secretary of I.M.P.D.A. about availing the facilities of Arbitration through them, **in case of dispute**.

(d) Vide letter signed by both the parties and on behalf of DMS Films dated 17th August 2008, it was informed to the Original Applicant that they have changed Minimum Guarantee amount of Rs.28,70,000/- (Rupees Twenty Eight Lakh Seventy Thousand) to an amount of Rs.5,70,000/- (Rupees Five Lakh Seventy Thousand) and remaining amount of Rs.23,00,000/- (Rupees Twenty Three Lakh) was to be treated as refundable amount. This amount was to be paid by the Original Applicant to the Award Debtor.

(e) There is letter dated 17th July 2008 (Page No.79) written by the Award Debtor to the Award Holder informing about postponing of releasing the Film.

(f) Learned Advocate for the Applicant, Mr.Ashish Gatagat has emphasized on this letter to buttress his submission that **there is no Arbitration Clause in the said letter**.

(g) Whereas, learned Advocate for the Original Applicant relied upon the letters dated 5th July 2008 (Page No.48), letter dated 7th August 2008 (Page No.50) and letter dated 16th July 2008

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(Page No.91) written by the Award Debtors to I.M.P.D.A. making grievance against the Original Applicant.

(h) Still, the dispute arose in between the parties and that is why, **the Original Applicant vide letter dated 15th May 2008 has made a complaint to I.M.P.D.A.** (Page No.46) **thereby requesting to refer their dispute for Adjudication**. It is also informed that they will not refer any dispute to Film Makers Combine/ AMPTPP Mumbai.

(i) On this background, the Adjudication Sub–Committee of I.M.P.D.A. consisting of three Members have initiated the process and called the Judgment Debtor. He has remained absent and that is why, **a decision was taken on 14th October 2009 holding Om Film Company and Shri.Keshu Ramsay to refund Rs.23,00,000/- (Rupees Twenty Three Lakh)**. The present Execution Application is filed for execution of the said decision.

Submission of learned Advocate for the Applicant

(a) The letter dated 15th May 2008 is not a reference but a complaint which is not warranted as per the provisions of *A & C Act.*

(b) The Sub–Committee cannot be considered as an Arbitral Tribunal and **the decision cannot be treated as an Award**.

(c) **Letter on Page No.79 dated 17th July 2008** signed by both the parties thereby postponing the release of Film, does not contain an Arbitration Clause.

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(d) His client is a Producer and is not a member of I.M.P.D.A..

(e) My attention is invited to the Rules and Bye-laws for Adjudication by the Executive Committee of I.M.P.D.A. on Page No.54 and to the following clauses:-

(i) Legal Practitioner is not allowed to appear before the Adjudication Committee (Rule No.15 : Page No.56). There is power given to Executive Committee to declare a defaulting party as a defaulter and if it so, this is a separate mechanism and hence, the Execution Application is not maintainable.

(f) He relied upon the observations in the order in case of ***Shakeel Noorani V/s. Sanjay Dutt*** dated 7th April 2014 in Chamber Summons No.40 of 2011.

(g) It is submitted that the Notice under Section 21 of the *A & C Act* is not given by the Original Applicant.

Reply by the Original Applicant

4. The learned Advocate has emphasized on the following aspects:-

(a) Even though the letter dated 17th July 2008 (Page No.79) does not contain an Arbitration Clause. Such clause is already there in the letter dated 15th May 2008 signed by both the parties (Page No.44) and also informed to I.M.P.D.A. vide letter of the same date (Page No.46). It contains an Arbitration Clause.

(b) The Award Debtor has already taken recourse to the Adjudication mechanism of I.M.P.D.A. by making reference as per the letter dated 5th July 2008 (Page No.48). The letter dated

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7th August 2008 (Page No.50) and letter dated 16th July 2008 (Page No.91).

(c) According to him, the observations in case of ***Shakeel Noorani*** (cited supra) will not be applicable in view of the peculiar facts stated above.

(d) He placed reliance on the observations in case of ***Bhagheeratha Engineering Ltd. V/s. State of Kerala***[1] thereby explaining what is the relevance of notice under Section 21 of the A & C Act.

(e) ***Smt.Rukmanibai Gupta V/s. Collector, Jabalpur and Others***[2] in order to buttress his submission that the intention of the parties to adjudicate the dispute thorough a private Arbitrator is important and an Arbitration Agreement need not be in a particular form.

(f) The observations in case of ***Prasun Roy V/s. Calcutta Metropolitan Development Authority and Another***[3], on the point that a party who has availed the Adjudicatory mechanism earlier cannot subsequently plead that the said mechanism is not an Arbitration. A party cannot be allowed to blow hot and cold simultaneously.

(g) He also relied upon the observations in case of ***Narayan Prasad Lohia V/s. Nikunj Kumar Lohia and Others***[4] which rules that challenge to the jurisdiction can be taken under Section 16 of the *A & C Act*. (Paras 16 to 18).

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1 AIR 2026 SC 307
2 (1980) 4 Supreme Court Cases 556
3 (1987) 4 Supreme Court Cases 217
4 (2002) 3 Supreme Court Cases 572

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Provisions of Arbitration and Conciliation Act, 1996

5. Section 7 of the said Act laid down the meaning of an Arbitration Agreement. The necessary prerequisites are as follows:-

(i) *The parties have agreed to refer their dispute to Arbitration.*

(ii) *The Agreement may be in the form of Arbitration Clause in a contract or it may be separate Agreement.*

(iii) *It should be in writing.*

(iv) *It should be signed by the parties.*

(v) *it can be by exchange of letters.*

6. When these prerequisites are fulfilled, the dispute commences on the date on which a request for that dispute to be referred to Arbitration is received by the Respondent. This procedure is to be followed if there is no separate procedure agreed upon by the parties. This is the provision of Section 21 of the *A & C Act*.

7. It is true, the significance of notice under Section 21 is only for the purpose of computation of the limitation prescribed in Section 43 of the said Act. **The issuance of notice is not mandatory** as held in case of ***Bhagheeratha Engineering Ltd.*** (cites supra).

8. It will be relevant to consider the observations in case of ***Shakeel Noorani*** (cited supra). In the said judgment, the decision given by this

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Court in case of ***Pride of Asia Films V/s. ESSEL Vision***[5] is also referred. After going through the observations in ***Shakeel's*** case, I agree that the facts of that case are different. There is difference not on account of status of the parties but on account of the documents executed in between the parties. It was an Association of Producers wheres in our case, it is an Association of Distributors. The Claimant was a Producer of the Film and the Respondent was an Actor. The facts nowhere disclose that there was any Agreement of referring the dispute to I.M.P.D.A.

9. In paragraph No.9, the learned Judge has considered the Memorandum and Articles of Association of IMPPA. The definition of the word *'Member'* and *'Non-member'* are given. Rule 8 framed as per Article 3(x) of the Association lays down procedure for Adjudication. After reading it, the learned Judge observed *"it does not spell out any arbitration agreement"*. Rule 15 talks about the *'implementation of decision'*. The same provision deals with *'the power of the Committee to declare defaulting party as a defaulter.'*

10. Further in paragraph No.11, it is held, *"the proceedings before the IMPPA is not an Arbitral Award"*. Whereas, in case of ***Pride of Asia Films*** (cited supra), the undertaking that the parties would accept a decision of

5 2003 (5) Mh.L.J. 769

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the Chairman of the Committee was not considered as an Agreement to refer the dispute to Arbitration. *When the undertaking does not implicate a duty on Committee to decide the dispute judicially, impartially and objective manner and in accordance with law, it cannot be said to be an Arbitration Agreement* (Para 28).

11. On this background, I have gone through the documents shown to me. It is no doubt true that in the joint letter dated 17th July 2008 (Page 79) signed by both the parties, they have agreed to release the Film after some period and they have also settled their money terms. There is no Clause of referring the dispute to I.M.P.D.A. At the same time, for two reasons, **I am rejecting the contention of the Judgment Debtor**. They are as follows:-

(a) Both of them have signed the letter dated 15th May 2008, thereby containing an Arbitration Clause. It is reproduced below:-

> *"If any dispute shall arise between the parties hereto in respect of interpretation, operation or enforcement of any of the terms and conditions of this Agreement or in respect of any other matter cause or things whatsoever not herein otherwise provided or* ***the same shall be referred for adjudication to the arbitration IMPDA****".*
>
> (Emphasis supplied)

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Similarly this Clause is reproduced in the letter dated 15th May 2008 on Page No.46 addressed to I.M.P.D.A. Additionally, in the said letter, they have made it clear that they will not refer their dispute to Film Makers Combine/AMPTPP Mumbai.

(b) The Judgment Debtor vide their letter dated 3rd July 2008 requested the I.M.P.D.A. to declare the Original Applicant as a defaulter for not releasing the Film till the time Censor Certificate is issued. Whereas, vide letter dated 7th August 2008 (Page No.50), the Judgment Debtor have also requested I.M.P.D.A. to take action against the Original Applicant. Similarly, as per the letter dated 16th July 2008, the Judgment Debtor has requested the I.M.P.D.A. to declare the Original Applicant as defaulter.

12. It will be relevant to consider the provisions of the Bye-laws. They are as follows:-

(a) **Rule 9** lays down the **"Procedure for Adjudication"**. It should be by the Adjudicator. There can be a dispute with non–member also.

(b) The complaint has to be registered as per **Rule 11**.

(c) The notice of registration has to be given to the defendant means the Producer as per **Rule 12**.

(d) If the settlement is not arrived at, then the Secretary shall give a notice to the parties inviting them to appear before the Committee (**Rule 13**).

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(e) The Adjudication Committee gives an opportunity of hearing to both the parties including giving evidence. The Adjudication Committee has to follow the Rules of natural justice (**Rule 14**).

(f) The appearance through parties is permissible and not through Legal Practitioner (**Rule 15**). It cannot be a ground to challenge the Award.

(g) The Adjudication Committee can recommend to the Executive Committee, if either of the parties fail to comply with the interim order (**Rule 19**).

(h) As per **Rule 20**, the Executive Committee has power to declare a person as a defaulter.

13. If above provisions are perused, it can be said that the Adjudication Committee is required to follow the procedure. It includes, *giving an opportunity of hearing and put forth their case including the documents*. There are trappings of judicial proceeding. It seems that **Rule 18** fixes a time limit for adjudication. A final decision can be written on a stamp paper of requisite value and has to be declared within one month from conclusion of final hearing. **What can be a decision depends upon the facts of the case**.

14. In this case, there is order to refund the deposit by the Judgment Debtor to the Original Applicant. What I find is the decision by the Adjudication Committee and decision by the Executive Committee **are**

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different. The Executive Committee has power to declare a person as defaulter in case of his failure to comply with the decision. However, there is no provision how the Executive Committee can ask the Defendant to act as per the decision. Naturally, if there is failure to act as per the decision, the remedy of approaching the Court is always open. Seeking execution through Court of law is one of the options and seeking relief as to defaulter is another option. Both the remedies are separate.

15. For the above discussion, I conclude that there is an Arbitration Agreement in between the parties to refer the dispute to I.M.P.D.A. Their Adjudication Committee is required to follow the procedure prior to giving a decision. Both the parties have consented for referring the dispute to Adjudication Committee. It can very well be said that dispute is referred to I.M.P.D.A. For the above reasons, the ratio in case of ***Shakeel Noorani*** (cited supra) is not applicable to this case. There is no merit in this Application. Hence, it is dismissed.

[S. M. MODAK, J.]

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