



\$~3

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC011056762025

+ **ARB.P. 2130/2025**

T.V. TODAY NETWORK LIMITEDPetitioner

Through: Mr. Hrishikesh, Mr. Utkarsh
Dwivedi, Mr. Kumar Kshitij, Ms.
Pragya Agarwal, Ms. Nishtha Sachan
& Mr. Yashaswy Ghosh, Advs.

versus

**CREATIVE CHANNEL ADVERTISING AND MARKETING
PRIVATE LIMITED**Respondent

Through: Ms. Mansi Sharma and Mr. Rehan
Verma, Advs.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

% **20.08.2026**

1. This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief facts are that the parties entered into a Memorandum of Understanding (for short 'MoU') dated 25.02.2025 whereby the petitioner agreed to sell the Radio FM Business to the respondent for Rs.20 crores. The parties also entered into an Advertising Sales Agreement (for short 'ASA') dated 25.02.2025 related to the Radio FM Business. The respondent thereafter terminated the MoU and the ASA by email dated 09.09.2025 giving rise to disputes between the parties. Clause 12.3 of the ASA provides for resolution of disputes through arbitration. The petitioner invoked arbitration by notice dated 25.10.2025 under Section 21 of the Act. On failure to do the needful, the present petition is filed.
3. Clause 12.3 reads as under:



“12.3 The Parties agree that any dispute or claim(s) arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, or termination, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments thereto.”

4. Learned counsel for the respondent on instructions has no serious objection for referring the matter to arbitration.
5. Accordingly, the petition is allowed by appointing Justice Mr. Rajiv Sahai Endlaw (Retd.) (Mobile No. 9717495002) as the sole arbitrator for adjudication of the disputes which have arisen between the parties.
6. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC). Fee of the Arbitrator shall be fixed as per fee schedule.
7. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.
8. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties and it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.
9. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

AUGUST 20, 2026/Pa