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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

**Date of decision: 08.05.2026**

+ O.M.P.(I) (COMM.) 88/2026, I.A. 6052/2026 (For ad-interim relief) & I.A. 6053/2026 (For Exemption.)

JIOSTAR INDIA PVT. LTD. ....Petitioner  
Through: Ms. Aanchal Tandon, Ms. Niti Jain and Mr. Nitai Agarwal, Advocates.

versus

MS ABSOLUTE LEGENDS SPORTS PRIVATE LIMITED & ANR. ....Respondents  
Through: Mr. Arjun Syal and Mr. Jimut Baran Mohapatra, Advocates for R-1.  
Mr. Neeraj J Vasu and Ms. Pakhi, Advocates for R-2.

**CORAM:  
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR**

% **JUDGMENT (ORAL)**

**HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition has been instituted under Section 9 of the **Arbitration and Conciliation Act, 1996<sup>1</sup>** seeking the following reliefs:

- a) Pass an order directing Respondent No. 1 to deposit a sum of Rs. 3,59,14,775/- before this Hon'ble court, or furnish security of equivalent value, pending arbitration.
- b) Pass an order directing Respondent No 1 and Respondent No 2 to deposit before this Hon'ble Court, in a escrow account

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<sup>1</sup> Act



under the supervision of this Hon'ble Court, all amounts received or receivable by them from the commercial exploitation of the League, including any consideration paid or payable under the impugned arrangement between Respondent No. 1 and Respondent No. 2, pending arbitration.

c) Pass an order in the nature of an ex-parte ad-interim/interim nature restraining the Respondent No. 1 and/or Respondent No. 2 (or any of their directors/ officers/ employees/ representatives as well as any third party(ies) acting through Respondent no. 1 and/or 2, from creating any third-party rights, transferring, assigning or otherwise dealing with the media and commercial rights relating to the Legends League Cricket Masters T20 tournament in violation of the binding contractual agreements executed between the parties and to safeguard the amount outstanding on part of the Respondent No. 1; and/or

d) Pass an order in the nature of an ex-parte ad-interim/interim nature restraining the Respondent No. 1 from transferring or otherwise dealing with the amounts received by it from Respondent No. 2, if any, in any manner whatsoever thereby protecting the right of the Petitioner and that of the Respondent No. 2 and/or;

e) Pass an order restraining Respondent No. 2 from acting upon the impugned arrangement in a manner that defeats the Petitioner's subsisting contractual rights, save and except subject to such conditions of disclosure, escrow, deposit of security as this Hon'ble Court may direct;

f) Pass an order in the nature of an ex-parte ad-interim/interim nature restraining the Respondent No. 2 from conducting, broadcasting or streaming the Legends League Cricket Masters 120 tournament. including the forthcoming 2026 edition scheduled to commence from 11.03.2026, either directly or through Respondent No.2 or any other third party or any channel on the linear television, digital television, digital platform like over the top, Netflix, Prime etc. or such like platforms youtube or such like open platforms or communicating the Legends League Cricket Masters T20 tournament to the public at large in any manner whatsoever, whether known now or unknown; and/or

g) Pass an order in the nature of an ex-parte ad-interim/interim nature restraining the Respondents from executing any further documents in respect of transfer/assignment of the ownership/rights/copyrights in the League;

h) Pass an order in the nature of an ex-parte ad-interim/interim nature restraining the Respondents from acting on any document/ transaction agreement if executed, in respect of said League;

i) Pass an order in the nature of an ex-parte ad-interim/interim



nature restraining the Respondents from representing or communicating to any third party that the rights in the League by any means vest with Respondent no. 2, and/or giving advertisement, media reports, news reports, issuing tickets, passes for consideration or otherwise, executing any sponsorships and/or such like activities in respect of the League;

j) Pass an order directing the Respondents to render complete disclosure of any agreement, memorandum of understanding, license, assignment or commercial agreement executed inter se and/or with third parties in relation to the League, including the consideration and rights purportedly granted;

k) Pass an order in the nature of the prayers made in Clauses (a) to (j)) above during the pendency of the Arbitration Proceedings and/or;

l) Pass an order for costs;

m) pass an order hereby staying the termination of the Agreement done by the Respondent No.1 by Reply dated 07.03.2026 till the pendency of the arbitral proceedings.

n) pass such other of further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.”

2. The present disputes are stated to arise out of the Media Rights Agreement dated 16.09.2024, read conjointly with the Airtime Sale Agreement dated 18.09.2024, both of which contain an identical dispute resolution mechanism. The relevant clause thereof reads as under:

**“DISPUTE RESOLUTION**

If any dispute arises out of or relating to the Agreement, then either Party may refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration will be conducted by a sole arbitrator appointed mutually by the Parties. In the event, that the parties cannot agree upon the identity of the sole arbitrator within 15 (fifteen) days of one of the parties receiving written notice for appointment of such arbitrator, the Parties agree that they shall be free to approach the Courts as per the Arbitration and Conciliation Act, 1996 for the appointment of an arbitrator or arbitrators. The seat and venue of arbitration shall be New Delhi. The language of the arbitration shall be English. An arbitral award shall be final and binding on both Parties. The arbitration fee shall be borne by both the Parties jointly.”



3. After advancing some arguments, learned counsel appearing for the parties submit that they are *ad idem* that the disputes between them be referred to arbitration by a Sole Arbitrator.
4. Since the parties have mutually consented to adjudication of their disputes by way of Arbitration and to the appointment of a Sole Arbitrator, this Court is of the view that the commencement of arbitral proceedings should not be unduly delayed.
5. Accordingly, in the peculiar facts of the present case, the requirement of initiation of Section 21 Notice and separate proceedings under Section 11 of the Act is dispensed with.
6. Learned counsel appearing on behalf of the Respondents undertakes that the amounts collected towards franchise fee shall not be dealt with, alienated, transferred, encumbered, or otherwise appropriated in any manner and shall remain subject to further orders to be passed by the learned Arbitrator.
7. It is further directed that the amounts received towards franchise fee as well as ticket collections, as articulated in paragraph 11 of the Affidavit dated 04.04.2026, shall not be dealt with by the Respondents in any manner whatsoever and shall remain subject to further orders to be passed by the learned Arbitrator. The Respondents undertake to maintain the said amounts intact and not to create any third-party interest therein until further orders by the Arbitrator.
8. The total value of the underlying disputes is stated to be approximately Rs. 4 crores.



9. In view thereof, this Court is of the view that the matter may be referred to arbitration by a Sole Arbitrator for the purpose of the resolution of disputes between the parties.

10. Accordingly, this Court hereby requests **Mr. Kamal Nijhawan, Senior Advocate (Mobile No. 9810077957)**, to enter upon the reference and adjudicate the disputes *inter se* the parties.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering the reference.

12. The respective costs of arbitration shall be borne equally by the parties.

13. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

14. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.

15. Accordingly, the present Petition under Section 9 of the Act shall be treated as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator after entering upon the reference.

16. The parties are at liberty to raise all objections, including with respect to the jurisdiction of the learned Arbitrator, before the learned Arbitral Tribunal.

17. The Registry is directed to send a copy of this order to the learned Arbitrator through all permissible modes.



2026:DHC:4064



18. The present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**MAY 8, 2026/ v/va**