



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 12TH DAY OF SEPTEMBER, 2024

BEFORE

THE HON'BLE MR JUSTICE ASHOK S.KINAGI

CIVIL MISC. PETITION NO. 37 OF 2023

BETWEEN:

THE FEDERAL BANK LIMITED
A COMPANY UNDER THE COMPANIES ACT, 2013,
HAVING ITS REGISTERED OFFICE AT
FEDERAL TOWERS,
ALUVA-683101, KERALA,
REPRESENTED BY ITS AUTHORIZED
REPRESENTATIVE,
MR. PRAJITH T.C.

...PETITIONER

(BY MISS MISBAH SHAN ADVOCATE FOR SHRISHAIL
SHIVABASAPPA NAVALGUND., ADVOCATE)

AND:

MATCHMOVE INDIA PRIVATE LIMITED
A COMPANY UNDER THE COMPANIES ACT, 2013,
HAVING ITS REGISTERED OFFICE AT
R.J. TOWER 101, 4TH B CROSS, 5TH BLOCK,
KORMANGALA INDUSTRIAL AREA,
BENGALURU -560009, KARNATAKA.

...RESPONDENT

(BY SRI. RAGHURAM CADAMBI., ADVOCATE)

Digitally signed
by R DEEPA
Location: HIGH
COURT OF
KARNATAKA



THIS CIVIL MISCELLANEOUS PETITION IS FILED UNDER SECTION 11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996, PLEASED TO APPOINT A SOLE ARBITRATOR TO ARBITRATE THE DISPUTES RAISED BY THE PETITIONER AGAINST THE RESPONDENT IN RESPECT OF THE DISPUTES BETWEEN THE PARTIES IN CONNECTION WITH THE AGREEMENT DATED 10/11/2017 AND OTHER ANCILLARY DISPUTES, PRODUCED AT ANNEXURE AND ETC.,

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR JUSTICE ASHOK S.KINAGI

ORAL ORDER

The petitioner has filed this Civil Miscellaneous Petition under Section 11(5) of the Arbitration and Conciliation Act, 1996, for appointment of an Arbitrator to resolve the dispute arisen between the petitioner and respondent.

2. Brief facts leading rise to filing of this petition are as under:

The petitioner and respondent have entered into Matchmove Parner Card Program Cum Business Correspondent Agreement dated 10.11.2017 which was



amended vide addendum agreement dated 07.12.2018. Certain disputes and differences arose between the parties in relation to the payment, charges and fees associated with the orders issued under the agreement. Consequently, the petitioner got issued legal notice dated 25.03.2021 calling upon the respondent to make the payment. The respondent replied to the said legal notice dated 25.03.2021 vide reply notice dated 31.03.2021. Thereafter, the petitioner got issued arbitration notice dated 25.10.2021 calling upon the respondent to suggest the name of the arbitrator to resolve the dispute arisen between the petitioner and respondent. The respondent replied to the said arbitration notice dated 05.11.2021 wherein the respondent has clearly stated in the reply notice; the respondent is amenable to referring the dispute to the arbitration with a sole arbitrator. The respondent proposes instead that the sole arbitrator be appointed with the mutual consent of both parties, and invites the petitioner to propose its choice of arbitrator for our client to evaluate. The petitioner and respondent could



not mutually decide the arbitrator. Hence, the petitioner filed this petition.

3. Heard learned counsel for the petitioner and also learned counsel for the respondent.

4. Miss Misbah Shan advocate for Shrishail Shivabasappa Navalgund, learned counsel for the petitioner submits that, the petitioner and respondent had executed an agreement as per annexure-D and now the dispute has arisen between the petitioner and respondent. It is further submits that the petitioner got issued legal notice to the respondents to repay the amount but the respondent have not pay the amount. The petitioner issued the arbitration notice invoking the arbitration clause as per 38 of the agreement vide annexure -D. She submits that there is an existence of agreement and also arbitration clause. Hence, she propose the name of Justice Shri A.V.Chandrashekar, former Judge, High Court of Karnataka, to appointing as an Arbitrator.



5. Learned counsel for the respondent submits no objections to appoint Justice Shri A.V.Chandrashekar, former Judge, High Court of Karnataka, to appointing as an Arbitrator.

6. Perused the records and considered the submissions of learned counsel for the parties. The point that arise for consideration is;

i) Whether the petitioner has made out the ground to refer the matter to the Arbitrator in terms of clause - 38 of agreement of sale dated 10.11.2017 vided annexure-D, to resolve the dispute between the parties as per the provisions of Arbitration and Conciliation Act, 1996?

7. It is not in dispute that, the petitioner and the respondent had entered into an agreement dated 10.11.2017 as per annexure-D. The differences has arisen between the petitioner and respondent, he did not pay the a payments of charges, petitioner got issued legal notice dated 25.03.2021 calling upon the respondent to make



payment failing which petitioner initiate legal proceedings against respondent. The respondent replied to the legal notice on 31.03.2021, but the respondent did not pay the amount as demanded by the petitioner in legal notice dated 25.03.2021. The petitioner invoked the arbitration clause as per clause- 38 vide annexure-D by issuing notice dated 25.03.2021. The respondent replied to the said arbitration notice vide annexure-D on 05.11.2021. As the learned counsel for the respondent submits no objection to appoint the arbitrator. In view of the discussion petitioner made out grounds to refer the matter to the arbitrator to resolve the dispute arisen between the parties as per the provisions of Arbitration and Conciliation Act, 1996.

8. Accordingly, I proceed to pass the following:

ORDER

- i) The Civil Miscellaneous Petition is
allowed;



- ii) Hon'ble Justice Shri A.V.Chandrashekar, Former Judge, High Court of Karnataka, is appointed as Sole Arbitrator to resolve the dispute between the parties.
- iii) Office is directed to communicate this order to Hon'ble Justice Shri A.V.Chandrashekar, former Judge, High Court of Karnataka, and to the Arbitration Center, Bengaluru.

Sd/-
(ASHOK S.KINAGI)
JUDGE

SRK
List No.: 1 Sl No.: 24