



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28TH DAY OF NOVEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

CIVIL MISC. PETITION NO. 327 OF 2024

BETWEEN:

SMT S V ARUNA @ ARUNA VIJAY
W/O. SATTUR VIJAYA KUMAR,
D/O. LATE K.T. VIJAYARAGHAVALU
AGE. 70 YEARS
SUMITRA SADAN
NO. 1-2-54/5, OPP TO DOMALGUDA,
MARKET, HIMAYATH NAGAR,
HYDERABAD- 500 029.

...PETITIONER

(BY SRI. NOORMOHAMMED., ADVOCATE)

AND:

1. MR DILIP KUMAR
S/O. MR. SANWALCHAND JAIN,
AGE. 43 YEARS
RESIDING AT NO.G-1,
'SOUNDARYA RESIDENCY',
BUGLE ROAK ROAD, BASAVANAGUDI,
BENGALURU-560004
2. MR. HITESH KUMAR JAIN
S/O. GUMANMAL,
AGE.43 YEARS
RESIDING AT NO.1,
GURU NIVAS, II FLOOR,
R.T. STREET,
BENGALURU-560053
3. SMT. NALINI LAKSHMIPATHY,
W/O. K. LAKSHMIPATHY,
D/O. LATE K.T. VIJAYARAGHAVALU
AGED ABOUT 78 YEARS NO.10,
3RD CROSS, 'A' SECTOR,

Digitally signed
by SHWETHA
RAGHAVENDRA

Location: HIGH
COURT OF
KARNATAKA



AMRUTHANAGAR,
BANGALORE - 560 092.

4. SMT. B.G. KASTURI,
W/O. DR BB. GAVIAPPA,
D/O. LATE K.T. VIJAYARAGHAVALU
AGED 79 YEARS,
R/AT NO. 44, SHANKARMUT ROAD, SHANKARAPURAM,
BENGALURU- 560 004
5. SMT. S.P. GEETHA,
W/O. SRI.S.H. PANDURANG,
D/O. LATE K.T. VIJAYARAGHAVALU,
AGED 72 YEARS,
R/AT NO. 183, S
OMANATTI BANGALOW,
BADAMI ROAD,
RAMDURG, BELGAUM
DISTRICT- 591 123
6. SMT. S.S. BHARGAVI GOUD
W/O. S. SURENDRA GOUD,
D/O. LATE K.T. VIJAYARAGHAVALU
AGED ABOUT 70 YEARS,
R/AT. NO.4, AVANTHI HOUSING SOCIETY,
SECUNDERBAD- 500 003
7. SMT. SUGUNA
W/O. SANDEEP
AGED ABOUT 43 YEARS
8. SMT SUNANDA
W/O SIDDARTHKARNIWAR
AGED ABOUT 43 YEARS
9. MISS SUPRIYA
D/O LATE S RAMESH AND
LATE SHARADAMANI
AGED ABOUT 39 YEARS

RESPONDENTS NO.7 TO 9 ARE
R/AT NO. 44, SHANKARMUT ROAD, SHANKARAPURAM,
BENGALURU- 560 004

10. MR. UDAYBHASKAR



ADOPTED SON OF LATE. VIJAYARAGHAVALU
R/AT NO. 44, SHANKARMUT ROAD, SHANKARAPURAM,
BENGALURU- 560 004

...RESPONDENTS

(BY SRI. SOMNATH H S., ADVOCATE)

THIS CIVIL MISC. PETITION IS FILED UNDER SECTION 11(6) OF THE ARBITRATION AND CONCILIATION ACT, 1996 PRAYING TO APPOINT AN ARBITRATOR AS PER THE PROVISIONS OF SECTION 11 6 OF THE ARBITRATION AND CONCILIATION ACT, 1996 AND REFER THE DISPUTE BETWEEN THE PARTIES TO THE ARBITRATOR TO SETTLE THE SAME AS PER THE TERMS OF THE ARBITRATION AGREEMENT INCORPORATED IN JOINT DEVELOPMENT AGREEMENT ANNEXURE A DATED 24.09.2018, IN THE INTEREST OF JUSTICE, ACCORDING TO LAW.

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

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. The petitioner is before this Court seeking for the following relief:

"WHEREFORE, the petitioner prays that this Hon'ble Court may be pleased to appoint an Arbitrator as per the provisions of section 11(6) of the arbitration and conciliation act, 1996 and refer the dispute between the parties to the arbitrator to settle the same as per the terms of the arbitration agreement incorporated in joint development agreement annexure a dated 24.09.2018, in the interest of justice, according to law."



2. The petitioner and the respondents had entered into a joint development agreement on 24.09.2018 which is governed by an arbitration clause in terms of clause 29 thereof, which is reproduced hereunder for easy reference:

29) SPECIFIC PERFORMANCE AND DISPUTE RESOLUTION:

- 29.1) *In the event of breach by either party, the other Party (the aggrieved Party) shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the Party committing the breach;*
- 29.2) *Notwithstanding anything stated in this Agreement, any breach committed by a Party may be complained of by the Other Party in writing, calling upon the Party in breach to remedy the breach On the failure of such Party to remedy such breach within 15 (fifteen) days from the date of receipt of such notice to that effect, the aggrieved Party shall take steps to resolve such compliance in terms stated below.*
- 29.3) *in the event of any dispute of difference arising in relation to this agreement, its interpretation, performance, or any other matter, the same shall be decided by mutual discussion between the Parties Either of the Parties shall be entitled to raise such question in writing in a letter addressed to the other Party and the Parties' representatives shall meet and make efforts to resolve such dispute or differences within a week of either of the Parties raising a dispute.*



29.4) In the event of the Parties being unable to resolve the dispute by conciliation as above or within such further time as the Parties may mutually agree, the dispute may be referred by either party to arbitration by a panel of three arbitrators (one to be appointed by members of First Party, the other by members of Second Party and third by the two arbitrators) in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof; and shall be decided by such Arbitral Tribunal. The Arbitral Award shall be final and binding on the Parties. The disputes shall be resolved within thirty working days of reference or within a reasonable period as may be agreed between the Parties in writing. It is however clarified the development shall not stop, pending the arbitration process.

29.4) It is further clarified that:
i) The arbitration will be held in Bangalore City
ii) The language of the arbitration proceedings will be in English.

3. There being certain disputes between the parties, the petitioner had invoked the arbitration clause and issued a notice on 19.04.2024 nominating its arbitrator. Notice issued to respondent Nos.3 and 9 were served. Notice to respondent Nos.1 and 4 was returned as "unclaimed." Notice to respondent Nos.2, 6, 5, 7 and 8 was returned with an endorsement "no such person." Respondent No.10 was returned with an endorsement "insufficient



address." It is in that background that the petitioner had approached this Court.

4. Notice having been ordered on the respondents by this Court has been served on all the respondents and in fact there was an appearance by the counsel on behalf of respondent No.1. However, thereafter there has been no appearance on the part of the said counsel and as such, this Court vide its order on 21.11.2025 observed that if there was no appearance on the part of respondent No.1, the matter would be taken under consideration today on the basis of the submission of counsel for the petitioner. It is in that background that the above matter was taken up.
5. A perusal of the papers indicates that there is a joint development agreement entered into between the petitioner and the respondents which contains an arbitration clause requiring any dispute between the parties to be adjudicated by way of arbitration. Notice having been properly issued by the petitioner, and court notice also having been served on the respondents, the



respondents have chosen not to contest the matter. In that background, I pass the following:

ORDER

- i) The CMP is ***allowed***.
- ii) Hon'ble Dr. Justice N. Kumar, a former judge of this Court, is appointed as a sole arbitrator to arbitrate the dispute between the parties under the aegis of the Arbitration Centre attached to this Court.
- iii) Registry is directed to forward a copy of this order to the Director, Arbitration and Conciliation Centre for doing the needful.
- iv) Since the order is passed in the presence of both the counsel, they shall appear before the Director, Arbitration and Conciliation Centre without requirement of any notice on **11.12.2025** at **2.30 p.m.**
- v) All contentions are left open.
- vi) Registry is directed to return the original and/or certified copies, if produced, to the respective parties



HC-KAR

**NC: 2025:KHC:49864
CMP No. 327 of 2024**

who have produced it/them by following due procedure.

**SD/-
(SURAJ GOVINDARAJ)
JUDGE**

GJM
List No.: 1 SI No.: 36