



CNR: KAHC010023782026

NC: 2026:KHC:54665
CMP No. 8 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 1ST DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

CIVIL MISC. PETITION NO. 8 OF 2026

BETWEEN:

TRUST CHEMISTS AND DRUGGISTS PVT LTD
NO.3 BM-416, HRBR EXTENSION
3RD BLOCK, KACHARAKANAHALLI
BENGALURU-560043
REP. BY ITS AUTHORISED SIGNATORY
SRI. DASARI RAMESH.

...PETITIONER

(BY SMT. AMRITA SHIVAPRASAD., ADVOCATE)

AND:

KNS ACRES LLP
NO.1125/12, 1ST FLOOR
SERVICE ROAD HAMPI NAGAR
VIJAYANAGAR 2ND STAGE
BENGALURU-560104
REP. BY ITS DESIGNATED PARTNERS
RANGASWAMY SOWMYA
KSHETTAHALLI NAGU
SURENDRA AND
NITHIN RANGASWAMY.

...RESPONDENT

(BY SRI. MAHESH M., ADVOCATE RESPONDENT)

THIS CMP IS FILED UNDER SECTION 11(6) OF THE ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT SRI. A.V. CHANDRASHEKAR RETIRED JUDGE HIGH COURT OF KARNATAKA OR ANY OTHER PERSON THAT THIS HONBLE COURT THAT MAY DEEM FIT AS THE SOLE ARBITRATOR TO ADJUDICATE THE DISPUTES THAT HAS ARISEN BETWEEN THE PARTIES OUT OF THE SIGNING OF JOINT DEVELOPMENT AGREEMENT, AS PER ARBITRATION

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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CLAUSE 19, AND 19.1 DATED 21.10.2021 PRODUCED AS ANNEXURE B.

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

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

ORAL ORDER

1. This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short, "the Act"), seeking appointment of a sole Arbitrator for adjudication of the disputes that have arisen between the parties under the Joint Development Agreement dated 21.10.2021, particularly in terms of Clause 19 thereof, produced at Annexure-B.

2. The brief facts of the case are that the petitioner is the absolute owner of the properties bearing Sy.Nos.104/1 and 104/2 of Keragalli Village, Jayapura Hobli, Mysuru, and is engaged in the pharmaceutical industry and runs a chain of medical shops in and around Bengaluru. The respondent is a registered partnership firm engaged in the business of formation, marketing and sale of layouts. It is



the case of the petitioner that the respondent approached the petitioner and proposed to develop the petitioner's properties. Accordingly, the parties entered into a Joint Development Agreement dated 21.10.2021 (Annexure-B). Thereafter, the respondent failed to deliver any benefits to the petitioner or undertake any development in respect of the petitioner's properties. Subsequently, disputes arose between the parties in relation to the said Agreement.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Agreement, issued a notice dated 31.10.2025, vide Annexure-F to the respondent under Section 21 of the Act. The said arbitration clause 19 reads as under:

"19. ARBITRATION:

19.1 All Disputes arising between the Parties concerning or relating to any matter, question of issue under this JDA or its construction or effect or the rights, duties or liabilities of the Parties or the termination of the JDA, shall be referred to and finally resolved by arbitration before a sole arbitrator mutually appointed by the Parties. The terms and conditions of the arbitration shall be



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19.1.1 The seat of the arbitration shall be in Bangalore and shall be conducted in accordance with the rules of arbitration as per the Arbitration and Conciliation Act, 1996 and all amendment thereto

19.1.2 The language of the arbitration shall be English.

19.1.3 The Parties agree that the arbitration award shall be final and binding on the Parties

19.1.4 The Courts in Mysuru alone shall have jurisdiction and is the court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be."

4. The respondent sent a reply dated 01.01.2026 to the said notice. Being dissatisfied with the reply, the present petition is filed seeking appointment of a sole Arbitrator.

5. The learned counsel for the respondent submits that the respondent has no objection to the appointment of sole Arbitrator. However, he seeks for keeping open all the contentions to be agitated before the arbitrator.

6. Having regard to the existence of the arbitration clause contained in the Agreement, which provides for



resolution of disputes arising between the parties, and the fact that the petitioner has duly invoked the said arbitration clause by issuing notice under Section 21 of the Act, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of the disputes between the parties.

7. Accordingly, the following:

ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Sri.S.N.Kempagoudar, retired District Judge, is appointed as the Sole Arbitrator in the present case to arbitrate the disputes between the parties at the Arbitration and Conciliation Centre (Domestic & International), Bengaluru, as per the Rules governing the said Arbitration Centre.
- c) All the claims and contentions of the parties are left open.



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- d) Registry is directed to communicate this order via e-mail to the Arbitration and Conciliation Centre (Domestic & International), Khanija Bhavan, Bengaluru, and also to the learned sole Arbitrator.
- e) Registry is directed to return all the original documents produced by any of the parties after obtaining Photostat copies of the same.
- f) Parties are directed to appear before the Director, Arbitration and Conciliation Centre, Bengaluru, on **27.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

**(H.T. NARENDRA PRASAD)
JUDGE**

DM
LIST NO.: 1 SL NO.: 26