



CNR: KAHC010058602026

NC: 2026:KHC:50788
CMP No. 44 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 44 OF 2026

BETWEEN:

M/S SPORTZ VILLAGE FOUNDATION
1ST FLOOR, NO 147/L, 10TH CROSS
12TH MAIN, 3RD BLOCK
KORAMANGALA, BENGALURU
KARNATAKA - 560 034
REP. BY ITS BUSINESS FINANCE MANAGER
MR. SRIKANTH H R.
ALSO AT SITE NO.26 HD 034
WEWORK PRESTIGE CUBE
LASKAR, HOSUR ROAD
ADUGODI, KORAMANGALA
BENGALURU 560030
KARNATAKA

...PETITIONER

(BY SRI. SHRIVATHSA K.R., ADVOCATE FOR
SRI. PRASHANTH B.K., ADVOCATE)

AND:

LITTLE KRISHNA ACADEMY OF SPORTS
AND EDUCATION TRUST
RUNNING SCHOOL NAMED
LITTLE KRISHNA MONTESSORI SCHOOL
BEHIND KVB BANK, VIP NAGAR
KRISHNAGIRI MAIN ROAD, BARGUR
KRISHNAGIRI DISTRICT, TAMIL NADU - 635104.
REP. BY ITS AUTHORIZED SIGNATORY

...RESPONDENT

(SERVED AND UNREPRESENTED)

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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THIS CMP IS FILED UNDER SECTION 11(5) OF ARBITRATION AND CONCILIATION ACT, 1996 PRAYING TO CONSTITUTE ARBITRAL TRIBUNAL BY APPOINTING SUITABLE PERSON AS THE SOLE ARBITRATOR FOR THE RESOLUTION OF THE DIFFERENCES, CLAIMS THAT HAVE ARISEN BETWEEN THE PARTIES IN CONNECTION WITH THE CLAUSE 9 OF THE AGREEMENT DATED 09.05.2024M WHICH IS PRODUCED AS ANNEXURE-A.

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(5) 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 petitioner and the respondent under the Agreement dated 09.05.2024, particularly in terms of Clause 9, thereof, produced at Annexure-A.

2. Petitioner is a company registered under the Companies Act and it one the India's leading integrated School sports/physical Education Company managing the school sports and physical education services for the past



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several years. It is an organization setup with the objective to organize, conduct and provide sports training and coaching activities with the aim of promotion of sports, games and physical activities. Respondent is an Educational Trust running Montessori School. Petitioner and respondent had entered into an Agreement 09.05.2024 (Annexure-A). In terms of the said Agreement, the respondent-Institution availed the services of the petitioner, pursuant to which the petitioner raised several invoices, as per Annexures-B, B1, C and C1. Out of the amount covered under the said invoices, a sum of Rs.2,50,000/- remains due and payable by the respondent to the petitioner.

3. The Agreement contains an arbitration clause, namely, Clause 9, which reads as under:

"9. ARBITRATION

In case of any dispute or difference that arise between the Company and the Customer/School on any matter within the

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scope of the agreement, such dispute or differences shall be referred to a sole arbitrator to be appointed by the Company at the time of the reference of the disputes to arbitration. Arbitration proceedings shall be conducted in Bangalore. Award of the Arbitrator shall be final and binding on both parties. The procedure laid down in Indian Arbitration Act of 1996 and the rules made there under from time to time shall apply in the matter of the reference. Only courts at Bangalore shall have jurisdiction to entertain a claim or for enforcement of the award."

4. Since disputes arose between the parties and there is a mechanism for redressal of such disputes by way of arbitration, the petitioner issued a notice dated 05.01.2026 vide Annexure-H to the respondent in terms of Section 21 of the Act, invoking the arbitration clause. Despite service of the said notice, the respondent did not furnish any response. Hence, the petitioner has filed the present petition.



5. Notice issued by this Court has been duly served upon the respondent. Despite service of notice, none appears on behalf of the respondent.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Agreement, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of the disputes between the parties. Accordingly, the following:

ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Mr.Santhosh S Nagarale, Advcoate, 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.



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- c) All the claims and contentions of the parties are kept open.
- 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 **13.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 25