



CNR: KAHC010059232026

NC: 2026:KHC:52879
CMP No. 43 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 43 OF 2026

BETWEEN:

1. M/S CURATED LIVING SOLUTIONS PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT HAVING ITS REGISTERED OFFICE
AT SY NO. 154 AMMANI BELLANDUR
KHABE VILLAGE DIVYASHREE
TECHNOPOLIS, 77 TOWN MKTG
OFF YAMLURU MAIN ROAD
BANGALORE 37
REPRESENTED BY ITS AUTHORIZED SIGNATORY
MR JAI KISHAN CHALLA

...PETITIONER

(BY SRI. HARSHAVARDHAN PATIL,ADVOCATE)

AND:

1. MR ARUN R
SON OF LATE RAMANJNEYA
AGED ABOUT 46 YEARS
RESIDING AT 1ST MAIN ROAD
NEAR ANANTH RAMAIAH HOUSE
GARUDACHAR PALYA
BANGALORE 48

...RESPONDENT

(SERVED)

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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CMP FILED UNDER SECTION 11(5) OF ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT AN ARBITRATOR IN TERMS OF CLAUSE 17.2 OF THE OPA DATED 31.12.2019 ANNEXURE - A SO AS TO ARBITRATE THE DISPUTES BETWEEN THE PARTIES.

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, seeking following reliefs:

"i) Appoint an Arbitrator in terms of clause 17.2 of the OPA dated 31.12.2029 Annexure-A so as to arbitrate the dispute between the parties;

ii) grant costs of this petition to the Petitioners, and

iii) grant such other reliefs as the Hon'ble Court deems fit in the circumstances of the case, in the interest of justice and equity."

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HAREKOPPA THIMMANNA GOWDA



2. Brief facts of the case are that, the petitioner is a company engaged in the business of managing and operating branded service residential facilities across India and also developed a technology-based platform for marketing the properties. The respondent approached the petitioner for operating, maintaining, promoting and marketing his property bearing Survey No. 69/2 situated at Mahadevapura Village, K.R. Puram Hobli, Bangalore East Taluk, accordingly, the parties have entered into an agreement on 31.12.2019, vide Annexure-A. Thereafter, disputes arose between parties in relation to the said Agreement.

3. In the Agreement dated 31.13.2029, there is an arbitration clause for redressal of disputes between the parties. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the said agreement issued an arbitration notice dated 28.11.2025 as per Annexure-E1, to the Respondent under



Section 21 of the Act. The said Arbitration Clause 17.2 reads as under:

"Any Disputes and differences whatsoever arising under or in connection with the Agreement which could not be settled by the Parties through negotiations, after the period of 45(forty five) days from the service of the notice, shall be finally referred to a Sole Arbitrator to be mutually agreed upon by both the parties. The Arbitration proceedings shall be in English and in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the venue of arbitration shall be in Bnagalore, India. The order of the sole arbitrator shall be final and binding on both parties. Subject to the provisions of the foregoing clause, the lease shall be subject to the jurisdiction of the courts in Bangalore and shall be subject to the laws applicable in India."



4. Despite service of the said notice, the respondent did not furnish any response. Hence, the petitioner has approached this court seeking for an appointment of the sole arbitrator.

5. Notice issued by this Court has been duly served upon the respondent. However, there is no representation on behalf of the respondent.

6. Having regard to the existence of the arbitration clause in 17.2 of the said Agreement and the disputes arising between the parties in relation thereto, and as the arbitration clause has been duly invoked by the petitioner 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) Hon'ble Mr. Justice K. Sreedhar Rao, former Acting Chief Justice, High Court of Gauhati, 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.
- 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 Hon'ble Mr. Justice K. Sreedhar Rao.
- e) Registry is directed to return all the original documents produced by any of the parties after obtaining Photostat copies of the same.



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- f) Parties are directed to appear before the
Director, Arbitration and Conciliation Centre,
Bengaluru, on **23.10.2026** at **11:30 a.m.**

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

HR
List No.: 1 Sl No.: 20