



CNR: KAHC010075092026

NC: 2026:KHC:49935
CMP No. 54 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 15TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 54 OF 2026

BETWEEN:

SUPREME 9 EVENTS
REPRESENTED BY ITS PROPRIETOR
SRI AMOGH RAJ N
AGED ABOUT 30 YEARS
S/O SRI. NAGARAJA C.S.
R/AT HOUSE NO.18 BABANNA LAYOUT
HESARAGHATTA MAIN ROAD
MALLASANDRA, T.DASARAHALLI POST
BENGALURU NORTH, BANGALORE-560 015.

...PETITIONER

(BY SRI. RAHUL KRISHNA REDDY, ADVOCATE FOR
SRU. PRASANNA KUMAR P, ADVOCATE)

AND:

SMT V SAROJAMMA
W/O LATE Y.SRINIVASA REDDY
AGED ABOUT 71 YEARS
R/AT HOUSE NO.84/1
HESARGHATTA MAIN ROAD
BEHIND AROMATIC FACTORY
MALLASANDRA, DASARAHALLI POST
BENGALURU NORTH, BANGALORE - 560 057.

...RESPONDENT

(BY SRI. HEMANTH KUMAR J., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(6) OF THE
ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO
APPOINT A SOLE ARBITRATOR AND ADJUDICATE THE DISPUTE

Digitally signed by
DHANALAKSHMI
MURTHY

Location: HIGH
COURT OF
KARNATAKA



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THAT HAS ARISEN BETWEEN THE PARTIES AS PER CLAUSE 9
PAGE NO. 10 OF THE REGISTERED LEASE DEED DATED
16.01.2025 PRODUCED AT ANNEXURE E AND ETC.

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 petitioner and the respondent under the registered Lease Deed dated 16.01.2025, particularly in terms of Clause-9 thereof, produced at Annexure-E.

2. Brief facts of the case are that the petitioner is running a business of organizing and arranging marriage and other functions under the name and style of 'SUPREME 9 EVENTS' The respondent herein approached the petitioner, represented their intention to lease the property in respect of land bearing Sy.No.4/2, measuring 2 Acres 37 Guntas situated at Chikkasandra Village,



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Yeshwanthpura Hobli, Bengaluru North Taluk, Bengaluru for carrying on commercial activities, and entered a Lease Deed dated 16.01.2025 with the petitioner subject to certain conditions. Since the respondent has violated the conditions of the Lease Deed dated 16.01.2025, the petitioner had filed a Com.A.A.No.352/2025 before the Additional City Civil and Sessions Judge, Bengaluru. The same has been disposed of with certain liberty.

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

"9. Dispute resolution, governing law and jurisdiction

All and any disputes and claims arising out of or relating in any manner to this Deed or the breach, termination, non-performance, interpretation or validity thereof, shall first be discussed in good faith by the Parties, with a view to resolving the same.

All and any disputes and claim as aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, shall at the request of either party, be submitted to, and be settled by



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arbitration of a sole arbitrator and if there is no concurrence on the appointment of a sole Arbitrator then by 3 (Three) arbitrators, in accordance with the Arbitration and Conciliation Act, 1996 or any other statute as may be in force for the time being. The venue of arbitration shall be at Bengaluru.

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the Arbitrator clause above, any dispute that may arise in connection with the interpretation or implementation of this Agreement shall be submitted to the exclusive jurisdiction of the courts at Bengaluru."

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 22.11.2025, vide Annexure-L, 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. Learned counsel for the respondent submits that he has no objection for appointment of Sole Arbitrator.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Lease Deed, 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) Sri Bheemanagouda K. Naik, 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 kept open.
- d) Registry is directed to communicate this order via E-mail to the Arbitration and Conciliation



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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 07.10.2026 at 11:30 a.m.

**Sd/-
(H.T. NARENDRA PRASAD)
JUDGE**

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LIST NO.: 1 SL NO.: 19