



CNR: KAHC010104682025

NC: 2026:KHC:49255
CMP No. 87 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 10TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 87 OF 2025

BETWEEN:

GHODAWAT ENTERPRISES PRIVATE LIMITED
A COMPANY INCORPORATED UNDER
THE PROVISIONS OF THE COMPANIES ACT, 1956
HAVING ITS REGISTERED OFFICE AT
SR. NO. 438, A/P-CHIPRI
POST-JAYSINGPUR, TALUKA SHIROL
DISTRICT-KOLHAPUR, MAHARASHTRA- 416106
AND HAVING ITS CORPORATE OFFICE AT
STAR AIR, ROAD NO.1
KIADB HI-TECH DEFENCE AND AEROSPACE PARK
PLOT 13-A-P2, BANDE KODIGEHALLI
BENGALURU, KARNATAKA 562149.
REP. BY ITS AUTHORISED SIGNATORY
MR. RAJIT AJIT RATHOR.

...PETITIONER

(BY SRI. ABHINAG S., ADVOCATE)

AND:

MR. PRABHAT KUMAR
S/O MR. NAWAL KISHORE SINGH YADAV
AGED ABOUT 46 YEARS
R/AT, 3RD FLOOR, VIKASH APARTMENT
RZH 209/14E, H BLOCK, GALI NO. 10
RAJ NAGAR PART II, PALAM
NEW DELHI, INDIA-110 077
ALSO AT, 176, DDA JANTA FLATS POCKET 6
PLOT 4-5, NASIR PUR, PALAM
SOUTHWEST DELHI, DELHI, INDIA-110 045.

Digitally signed by
DHANALAKSHMI
MURTHY

Location: HIGH
COURT OF
KARNATAKA



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AND ALSO AT
176, PKT 6, PLOT 4 AND 5
DDA DWARKA SECTOR 1A
NASHIR PUR, DELHI, INDIA-110 045.

...RESPONDENT

(RESPONDENT SERVED)

THIS CIVIL MISC PETITION IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, TO APPOINT MR. VISHWANATH V. ANGADI, PRINCIPAL CITY CIVIL AND SESSIONS JUDGE (RETD.) AS THE SOLE ARBITRATOR, TO ENTER UPON REFERENCE IN TERMS OF CLAUSE 4.30 OF THE APPOINTMENT LETTER DATED 29.01.2019 (AT ANNEXURE C) AND AS PER THE NOTICE OF INVOCATION OF ARBITRATION DATED 01.10.2024 (AT ANNEXURE J) ISSUED BY THE PETITIONER, TO ADJUDICATE ALL DISPUTES BETWEEN THE PARTIES 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 Appointment Letter dated 29.01.2019, particularly in terms of Clause 4.30 thereof, produced at Annexure-C.



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2. The petitioner was incorporated under the provisions of the Companies Act, 1956 and is registered company engaged in and carrying on business in the aviation industry, catering services to the public at large as a scheduled commuter/commercial airline under the brand name and trademark as 'Star Air'. Respondent is a qualified and licensed aircraft maintenance engineer and was employed with the petitioner with effect from 29.01.2019 for the post of 'Senior Trainee AME' in its Scheduled Commuter Airline – 'Star Air'. Accordingly, the Appointment Letter has been issued on 29.01.2019 vide Annexure-C, stating the detailed terms and conditions for employment, which was duly accepted by the respondent. As per the condition No.3 mentioned in the Appointment Letter, respondent has agreed to serve the company at least for 5 years from the date of his appointment. However, before completion of 5 years, contrary to the condition mentioned in the Appointment Letter, the



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respondent has sent in a resignation vide Annexure-E and thereafter has been absent from duty.

3. The Appointment Letter contains an arbitration clause, namely, Clause 4.30, which reads as under:

"4.30 Dispute Resolution: If any dispute, difference or claim arises between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or committed to be done pursuant to this Agreement the Parties shall refer the dispute, difference or claim for resolution to a sole arbitrator jointly appointed by the Parties and such arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. In the event of disagreement on the appointment of Arbitrator, the Parties shall appoint one arbitrator each who shall together appoint an umpire. All proceedings in such arbitration shall be conducted in English. The arbitration shall take place in Bangalore."

4. Since disputes arose between the parties and there is a mechanism for redressal of such disputes by way of



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arbitration, the petitioner issued a notice dated 01.10.2024, vide Annexure-J, 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. The respondent is served and unrepresented.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Appointment Letter, 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 Mallikarjuna Nagarale, 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



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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 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 20.09.2026 at 11:30 a.m.

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