



CNR: KAHC010115932026

NC: 2026:KHC:50782
CMP No. 79 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. 79 OF 2026

BETWEEN:

M/S UNITED SALES ENTERPRISES
REP. BY ITS PARTNER
SRI ROHIT AGARWAL
HAVING ITS REGISTERED OFFICE AT
S.B. 60, 2ND CROSS, PEENYA 1ST PHASE
NEAR PEENYA POLICE STATION
BENGALURU 560058.
(REGISTERED UNDER GOVERNMENT
OF INDIA FORM GST REG-06).

...PETITIONER

(BY SRI. MOHAMMEDASIM A KAREKAZI., ADVOCATE FOR
SRI. MOHAMMED TAHIR, ADVOCATE)

AND:

M/S BUUMYEV TECHNOLOGY PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT 157
4TH MAIN, 3RD CROSS, 3RD BLOCK
BASAVESHWARANAGAR
BENGALURU – 560079
REP. BY ITS DIRECTOR
(REGISTERED WITH THE REGISTRAR
OF COMPANIES, ROC-BANGALORE
UNDER THE COMPANIES ACT, 2013)

...RESPONDENT

(RESPONDENT SERVED AND UNREPRESENTED)

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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THIS CMP IS FILED U/S. 11(5) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT A SOLE ARBITRATOR TO ADJUDICATE ALL DISPUTES ARISING OUT OF AND IN CONNECTION WITH THE LEASE DEED DATED 26.09.2022 AT ANNEXURE -B EXECUTED BETWEEN THE PETITIONER AND THE RESPONDENT, AS PER PARA NO.16 I.E., DISPUTE RESOLUTION OF THE LEASE DEED (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(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 Lease Deed dated 26.09.2022, particularly in terms of Clause 16, thereof, produced at Annexure-B.

2. The petitioner is the owner of the premises bearing Plot No.443, 12th Cross, 4th Phase, 2nd Stage, Peenya



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Industrial Area, Bengaluru. The petitioner has let out the said premises to the respondent under the Lease Deed dated 26.09.2022. It is the case of the petitioner that the respondent has failed to pay the rent in accordance with the terms and conditions of the Lease Deed. Therefore, disputes arose between the parties.

3. The Lease Deed contains an arbitration clause, namely, Clause 16, which reads as under:

"16. DISPUTE RESOLUTION:

The Parties agree that 'any action asserting a claim by one Party against the other Party hereto arising out of or relating to this Deed shall be attempted to be settled through amicable negotiations between the Lessee and all the Lessor and / or through a process of mediation, by mutually appointing an accredited mediator for this purpose, or any empanelled mediator, as may be agreed between the Parties.

In case of failure by the Parties to resolve finally the dispute in the manner set out in Clause above, the same shall be referred to Sole Arbitration. The Sole Arbitrator shall be appointed by the parties in mutual consent and the arbitration shall be conducted in accordance with the



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provisions of the Arbitration and Conciliation Act 1996 as amended or substituted from time to time. The venue of the arbitration shall be Bangalore and the cost of Arbitration shall be shared equally by both parties, unless the Arbitral Tribunal orders otherwise.

This Deed shall be governed by and construed, interpreted and applied in accordance with the laws of India. Subject to Clause above, the courts at Bangalore shall alone have jurisdiction."

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 03.12.2025, vide Annexure-E, to the respondent in terms of Section 21 of the Act, invoking the arbitration clause. The petitioner has also produced the acknowledgement and postal tracking report evidencing service of the said notice on the respondent. 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 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.Kengabalaiah, 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.



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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 **14.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 31