



CNR: KAHC010246082026

NC: 2026:KHC:51655
CMP No. 161 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 21ST DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 161 OF 2026

BETWEEN:

M/S P G GRANITES
REGISTERED UNDER COMPANIES ACT
HAVING ITS REGISTERED OFFICE AT
WARD NO. 26, KHATA NO. 142/126
RANGARAJU ROAD FORT
KANAKPURA TOWN RAMNAGARA DISTRICT
KARNATAKA- 562159
REPRESENTED BY ITS PROPRIETOR
MR. RAMESH SERVI.

...PETITIONER

(BY SRI. KIRAN S G @ KIERAN SAI NARAYAN., ADVOCATE)

AND:

M/S RR GRANITES AND EXPORTERS
R/O NO. A.V.R. ROAD
J.C. EXTENSION, KANAKPURA TOWN
RAMANAGARAM DISTRICT- 562117
REP. BY ITS PROPRIETOR
MR. K.C. RAMAMURTHY.

...RESPONDENT

(BY SMT. PAULINE PRIYANKA B., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT ARBITRATION CENTRE KARNATAKA AT BENGALURU AS THE SOLE ARBITRATOR TO DETERMINE AND ADJUDICATE UPON THE DISPUTE BETWEEN THE PARTIES HEREIN AS PER CLAUSE NO.19 AT ANNEXURE B1 AND CLAUSE NO. 24 AT ANNEXURE B2 AGREEMENTS DATED 04.09.2024 AND IN ACCORDANCE WITH ARBITRATION AND CONCILIATION ACT 1996.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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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 respondent in terms of Clause 19 of the Selling Agreement dated 04.09.2024 (Annexure-B1) and Clause 24 of the Raising Contract Agreement dated 04.09.2024 (Annexure-B2).

2. Brief facts of the case are that the petitioner is a company engaged in granite quarrying and trade, while the respondent is the absolute owner and lessor of certain properties, including a licensed granite quarry situated at Maralebekuppe Village, Uyyamballi Hobli, Kanakapura Taluk, Ramanagara District. The parties initially entered into an Agreement dated 17.01.2022, pursuant to which the petitioner paid Rs.1,08,00,000/- to the respondent.

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The said Agreement was subsequently cancelled and replaced by subsequent agreements, pursuant to which the petitioner paid a cumulative sum of Rs.2,25,00,000/-, apart from the expenses incurred towards mobilisation of men and machinery and payment of labour charges for commencing quarrying operations. Upon mobilisation of men and machinery, the adjacent landowner objected to the commencement of quarrying operations, claiming that a portion of the land belonged to him. The petitioner requested the respondent to resolve the issue; however, according to the petitioner, the respondent failed to take effective steps in that regard. The petitioner, therefore, called upon the respondent to resolve the issue within three months, failing which the lease would be terminated and the amounts paid by the petitioner shall be refunded. The respondent neither resolved the issue nor refunded the amounts. Instead, he issued a legal notice dated 04.09.2025 (Annexure-C). The petitioner replied thereto, denying the allegations, referring to the arbitration clause



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in the Agreements, and calling upon the respondent to concur in the appointment of a Sole Arbitrator. Thereafter, proceedings were initiated before the Legal Services Authority, Ramanagara, wherein the petitioner, through counsel, brought to its notice the existence of the arbitration clause and sought closure of the proceedings. Subsequently, the petitioner issued a notice dated 31.01.2026 vide Annexure-F under Section 21 of the Act, invoking the arbitration clause contained in the Agreements. The petitioner replied to the said notice on 04.02.2026 vide Annexure-G. Being dissatisfied with the reply, the present petition is filed.

3. The Selling Agreement and the Raising Contract Agreement dated 04.09.2024 contains a common arbitration clause, which reads as under:

"ARBITRATION:

Any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, which cannot be settled by mutual discussion, shall be settled by arbitration in



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accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Bangalore and shall be conducted in English language. The arbitration award shall be final and binding on the parties."

4. Notice issued by this Court has been duly served upon the respondent. The respondent has appeared through counsel.

5. In view of the above, and having regard to the existence of the arbitration clause contained in the Agreements, 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) Hon'ble Dr. Justice Vineet Kothari, Former Judge, High Court of Karnataka, is appointed as the Sole Arbitrator in the present case to arbitrate the disputes between the parties at the Arbitration and Conciliation Centre



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(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 Hon'ble Dr.Justice Vineet Kothari.
- 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 16.10.2026 at 11:30 a.m.

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**(H.T. NARENDRA PRASAD)
JUDGE**

DM
LIST NO.: 1 SL NO.: 19