



CNR: KAHC010296202026

NC: 2026:KHC:54707
CMP No. 204 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 1ST DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 204 OF 2026

BETWEEN:

1. SRI B K GUHAN
S/O KUMARA SWAMY
AGED ABOUT 27 YEARS
R/AT NO 115/2, B.H. ROAD
KRISHNASINGH COMPOUND
LOWER HUTTA, BHADRAVATHI - 577301.

2. SRI. SHARATH KUMAR M
S/O MURUGAN S
AGED ABOUT 25 YEARS
R/AT LAKSHMIPURA
HOSAHALLI, SHIMOGA - 577201

...PETITIONERS

(BY SRI. JAYANTH KUMAR M, ADVOCATE FOR
SRI. DILIP KUMAR D B., ADVOCATE)

AND:

1. SRI BABU SHYBAZ
S/O SHAFI AHMED
AGED ABOUT 28 YEARS
R/O # 38/B, MARASHETTIHALLI VILLAGE
BHADRAVATHI TALUK- 577 301.

2. SRI. CHENNALLI VENKATESH VIKAS
S/O CHINNAYA VENKATESH
AGED ABOUT 28 YEARS
R/O BIDARE VILLAGE
SHIMOGA TALUK- 577 201.



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HAREKOPPA THIMMANNA GOWDA



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3. SRI. PRADEEP G.B
S/O BANGARAPPA G.H
AGED ABOUT 28 YEARS
R/O GANGANAKOPPA
HOSANAGAR, SHIMOGA-577418.

...RESPONDENTS

(BY SRI. SANDESH P. NADIGER., ADVOCATE FOR R1 TO R3)

THIS CMP IS FILED UNDER SECTION 11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996., PRAYING TO APPOINT AN INDEPENDENT AND IMPARTIAL SOLE ARBITRATOR TO RESOLVE THE DISPUTE BETWEEN THE PARTIES HERETO AS PER CLAUSE 16 OF THE PARTNERSHIP DEED DATED 2.03.2024 (ANNEXURE -A), IN THE INTEREST OF JUSTICE AND EQUITY.

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 parties under the Partnership Deed dated 02.03.2024, particularly in terms of Clause 16 thereof, produced at Annexure-A.

2. Brief facts of the case are that the petitioners and respondents are the partners of a firm styled as "Digi Ants



Digital World". Disputes arose between the parties in the year 2025 when the respondents failed to furnish the accounts of the firm and denied the petitioners the access to its financial records. The petitioners also alleged that the respondents had diverted the funds of the firm to their personal accounts, misused the name and goodwill of the firm, denied access to the office premises, deleted business-related digital data and relocated the firm's operations without notice to the petitioners. Thereafter, the respondents issued a notice dated 24.07.2025 seeking dissolution of the firm, which was replied to by the petitioners on 12.08.2025. Therefore, disputes arose between the parties in relation to the said Partnership Deed.

3. As the disputes arose between the parties, the petitioners, invoking the arbitration clause contained in the Partnership Deed, issued a notice dated 09.04.2026, vide



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Annexure-G, to the respondents under Section 21 of the Act. The said arbitration clause 16 reads as under:

**"16.SETTLEMENT OF DISPUTES AND
ARBITRATION:**

THAT, in case of any dispute amongst the parties to this deed with regard to any terms and conditions of this deed or any other business matter, the matter shall be referred to arbitration and the award of such arbitration shall be final and binding on both the parties."

4. In response to the said notice, the respondents sent a reply dated 16.04.2026 vide Annexure-H rejecting the petitioners' nomination and nominating another arbitrator. Being dissatisfied with the reply, the present petition is filed seeking appointment of a Sole Arbitrator.

5. Learned counsel appearing for the respondents submitted that, in response to the notice issued by the petitioners, the respondents had replied and nominated an arbitrator. He further contended that the petitioners, without responding to the said reply or indicating whether



they agreed or disagreed with the nomination, have directly approached this Court.

6. Be that as it may, having regard to the existence of the arbitration clause contained in the Partnership Deed, which provides for resolution of disputes arising between the parties, and the fact that the petitioners has duly invoked the said arbitration clause 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) Shri S.Siddalingesh, 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,



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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 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 **29.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE