



CNR: KAHC010306972026

NC: 2026:KHC:48304
CMP No. 216 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 7TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 216 OF 2026

BETWEEN:

SMT SHOBHA RAJU
D/O DR. M. GOVINDARAJU
AGED ABOUT 55 YEARS
R/AT NO. 66, CUNNINGHAM ROAD
BENGALURU, KARNATAKA -560 052.

...PETITIONER

(BY SRI. BRIJESH KALAPPA PALACHANDA., ADVOCATE)

AND:

M/S OBEYA UNDERPINNINGS LLP
A LLP BEARING LLPIN AAN-3603
REGISTERED AT ROC, BENGALURU
HAVING ITS OFFICE AT
OBEYA ZEN BUILDING, NO. 46
1ST FLOOR, 12TH MAIN ROAD
BEHIND HSR BDA COMPLEX
HSR LAYOUT, BENGALURU-560 102.
REP. HEREIN BY ITS DESIGNATED PARTNER
MR. ABHISHEK JAMUAR.
DIN- 08071065

ALSO AT
NO. 72, SECTOR-1, HSR LAYOUT,
BENGALURU, KARNATAKA-560 102.

...RESPONDENT

(RESPONDENT SERVED)

Digitally signed by
DHANALAKSHMI
MURTHY
Location: HIGH
COURT OF
KARNATAKA



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THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO NOMINATE AND APPOINT A SOLE ARBITRATOR TO ADJUDICATE AND SETTLE THE DISPUTES BETWEEN THE PETITIONER AND THE RESPONDENT IN TERMS OF THE LEASE DEED DATED: 31.01.2020 AS PER THE ARBITRATION AGREEMENT IN CLAUSE 11.3 PRODUCED AT ANNEXURE - A 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 writ petition is filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act') seeking for the following relief:

"A. To nominate and appoint a Sole Arbitrator to adjudicate and settle the disputes between the Petitioner and the Respondent in terms of the Lease Deed dated 31.01.2020 as per the Arbitration Agreement in Clause 11.3 produced at Annexure-A.

B. Grant such other and further reliefs as this Hon'ble Court deem fit to grant under the circumstances of the above case, in the interest of justice and equity."

2. The petitioner is the absolute owner in possession of the land and building bearing property No.744, 80 Feet



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Main Road, Koramangala, Bengaluru. The respondent herein is a Company, which entered into a duly executed and registered Lease Deed dated 31.01.2020 with the petitioner. As per the Lease Deed, the petitioner, as a Lessor, demised unto the respondent, as a Lessee, the Basement, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor and all upper floors forming part of the scheduled property to be used strictly for commercial purposes. The lease was for a fixed period of six years commencing from 01.01.2020 and terminating on 31.12.2025, subject to the terms and conditions contained in the registered Lease Deed dated 31.01.2020. Further, in terms of Clause 1.7 of the Lease Deed, the lease was subject to a lock-in period of four years, during which the parties were contractually restrained from terminating the lease. Further, as per Clause 1.5 of the Lease Deed, the lease have been renewed upon expiry of the term at the sole discretion of the Lessee by further periods of 4 years. But the respondent did not communicate any intention



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whatsoever to continue or extend the tenancy in the manner contemplated under the Lease Deed either within the prescribed time or otherwise. Therefore, the petitioner issued a notice directing the respondent to vacate and hand over vacant possession of the premises since they are not interested in extending the lease period. The respondent has submitted a reply stating that the respondent is interested to continue the lease period.

3. Since the respondent is not ready to vacate the premises as per the agreement, the petitioner has issued an Arbitration Notice vide Annexure-F dated 24.03.2026 by invoking the Arbitration Clause No.11.3. The said Arbitration Clause, namely, Clause 11.3, which reads as under:

11.3. In case the Dispute is not settled within 30(Thirty) days from the initiation of discussion, the Parties shall be entitled to refer the Dispute to arbitration before a single arbitrator to be jointly appointed by the Parties, or in the event that such Parties are unable to agree on a sole arbitrator to an



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arbitral tribunal consisting of 3 (Three) arbitrators wherein each of the Parties to the dispute shall appoint an arbitrator and the third arbitrator shall be appointed by the other 2(Two) arbitrators so appointed. The arbitration proceedings shall be in conducted English in accordance with the Indian Arbitration and Conciliation Act, 1996, and the place of arbitration shall be Bangalore. Any proceedings for interim relief during the pendency or after expiry or termination of this agreement, shall be filed in any courts situated in Bangalore."

4. Though the said notice was duly served upon the respondent and acknowledgment is produced as Annexure-G, the respondent did not submit any reply thereto. Hence, the petitioner has approached this Court seeking appointment of a Sole Arbitrator under the Arbitration and Conciliation Act.

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 Clause-11.3 of the Lease Deed dated 31.01.2020, 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) The Civil Miscellaneous Petition is ***allowed***.
- b) Hon'ble Smt.Justice M.G.Uma, former judge of High Court of Karnataka is appointed as a Sole Arbitrator to arbitrate the dispute 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/contentions of the parties are kept open.
- d) Registry is directed to communicate this order via E-mail to the Arbitration and Conciliation Centre



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(Domestic & International), Khanija Bhavan,
Bengaluru and also to the learned Sole Arbitrator
Hon'ble Smt. Justice M. G. Uma.

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

HA
LIST NO.: 1 SL NO.: 17