



CNR: KAHC010358712026

NC: 2026:KHC:55892  
CMP No. 260 of 2026

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 7<sup>TH</sup> DAY OF OCTOBER, 2026**

**BEFORE**

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

**CIVIL MISC. PETITION NO. 260 OF 2026**

**BETWEEN:**

M/S GOURMETA INDIA PRIVATE LIMITED  
REGD. OFFICE AT 10M-231  
HRBR LAYOUT, 1ST BLOCK  
10<sup>TH</sup> MAIN, 100 FEET ROAD  
BANASWADI, BENGALURU-560043.  
REP. BY ITS PARTNERS  
SAI GANESH OMPRAKASH  
KSHITIJ YADAV AND NANJAPPA NIDHI SHREE.

...PETITIONER

(BY SMT. SNEHA M P, ADVOCATE FOR  
SRI. RAGHU PRAKASH BABU D., ADVOCATE)

**AND:**

M/S PREMIER KAFE  
A PARTNERSHIP FIRM  
OFFICE AT PREMIER KAFE, NO.963  
P H ROAD, CRESCENT COURT  
CHENNAI-600084.  
REP. BY ITS PARTNERS  
MR. TRISHAL SAI ADVAITH AND  
MS GEETHA AGARWAL  
HAVING ITS REGISTERED OFFICE AT  
PREMIER KAFE, NO.963, PH ROAD  
CRESCENT COURT, CHENNAI-600084.

...RESPONDENT

(BY SRI. RANJITH GOTUR, ADVOCATE FOR  
SRI. RAMALINGAM P.H., ADVOCATE)

Digitally Signed by NARENDRA PRASAD  
HAREKOPPA THIMMANNA GOWDA





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THIS CMP IS FILED UNDER SECTION 11(5) AND 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT SUCH PERSON AS THIS HON'BLE COURT DEEMS FIT TO BE THE ARBITRATOR TO ADJUDICATE UPON THE DISPUTE THAT HAS ARISEN BETWEEN THE PETITIONER AND THE RESPONDENT, AS PER CLAUSE 20.2 OF THE FRANCHISE AGREEMENT DATED 22.02.2025 WHICH IS AT DOCUMENT NO.1

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) and 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 Franchise Agreement dated 22.02.2025, particularly in terms of Clause 20.2 thereof, produced at Document No.1.

2. The brief facts of the case are that the petitioner is engaged in the business of operating cafes under the brand "11:11 Reserve Cafe" under the Franchise Owned Company Operated (FOCO) model. In December 2024, the



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**CMP No. 260 of 2026**

respondent approached the petitioner seeking franchise rights for establishment and operation of a cafe outlet at Alwarpet, Chennai. The petitioner, considering the relationship between the parties, offered a concessional commercial terms by reducing the franchise fee from Rs.15,00,000/- to Rs.8,00,000/- plus GST and the royalty from 15% to 10%, with a royalty-free grace period of three months. Pursuant thereto, the parties entered into a Franchise Agreement dated 22.02.2025, under which the respondent was required to invest the capital for establishment of the outlet, while the petitioner was entrusted with its operation and management under the FOCO model. The petitioner contends that, despite extending financial and operational support, including a bridge loan of Rs.10,00,000/- and incurring expenditure of approximately Rs.15,00,000/- towards kitchen equipment and other operational requirements, the respondent committed breaches of the agreement by interfering with the agreed FOCO model arrangement, denying the



**CNR: KAHC010358712026**

petitioner access to the accounts, POS systems and operational channels, and continuing to use the petitioner's proprietary systems, recipes, SOPs, branding and goodwill without authorization. It is further contended that, from October 2025 onwards, the respondent defaulted in payment of franchise fees, royalty, marketing fees and manpower consultancy charges and, despite repeated requests, meetings, communications and legal notices, failed to clear the outstanding dues, resulting in disputes between the parties in relation to the said Franchise Agreement.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Franchise Agreement, issued a notice dated 26.03.2026, vide Document No.5, to the respondent under Section 21 of the Act. The said arbitration clause 20.2 reads as under:

*"20.02 Arbitration*

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HAREKOPPA THIMMANNA GOWDA



CNR: KAHC010358712026

(a) *This Agreement and any obligations, controversy claim, or dispute arising out of or in connectin with it, including the breach, termination, or invalidity thereof ("**Dispute**")*, the Parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably through Mediation.

(b) *If a Party gives the other Parties a notice that a Dispute has arisen (a "**Dispute Notice**") and the Parties are unable to resolve the Dispute amicably within 7 (Seven) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree in writing), then the Dispute shall be referred to arbitration conducted as per the provisions of the Arbitration and Conciliation Act 1996. The seat of arbitration shall be Bengaluru, Karnataka.*

(c) *The venue of the proceedings shall be Bengaluru, Karnataka and all proceedings in the arbitration shall be conducted in English. There shall be a sole arbitrator who shall be mutually appointed by the Parties to the Dispute. In the event that the Parties fail to agree on a sole arbitrator within 15 (fifteen) days of the Dispute Notice, the Parties will appoint an arbitrator in accordance with the provisions of the Arbitration and Conciliation Act*



**CNR: KAHC010358712026**

*1996. Any arbitral award shall be final and binding on the Parties. The Parties agree that the arbitration proceedings shall be kept confidential.*

*(d) The Parties further agree that the arbitrator shall also have the power to decide on the costs and reasonable expenses (including reasonable fees of its counsel) incurred in the arbitration and award interest up to the date of the payment of the award. Each Party shall bear its own costs in relation to the arbitration proceedings unless otherwise determined by the arbitration award."*

4. The respondent sent a reply dated 04.04.2026, vide Document No.6 to the said notice. Being dissatisfied with the reply, the present petition is filed seeking appointment of a Sole Arbitrator.

5. The learned counsel for the respondent submits that respondent has no objection to the appointment of a Sole Arbitrator and that all the contentions of the parties may be left open to be urged before the learned Arbitrator.



6. Having regard to the existence of the arbitration clause contained in the Franchise Agreement, which provides for resolution of disputes arising between the parties, and the fact that the petitioner 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 Rajmohan Srivatsava, 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 left open.



**NC: 2026:KHC:55892**  
**CMP No. 260 of 2026**

**CNR: KAHC010358712026**

- 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 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 **11.11.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD  
HAREKOPPA THIMMANNA GOWDA

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

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LIST NO.: 1 SL NO.: 8