



CNR: KAHC010366442026

NC: 2026:KHC:54032
CMP No. 266 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 266 OF 2026

BETWEEN:

SMT. LALITHA S
W/O LAKSHMI NARAYANA REDDY M.R.,
AGED ABOUT 40 YEARS,
RESIDING AT NO. 13,
K.P.C.L LAYOUT,
GANESH NAGAR,
VIRUPAKSHAPURA,
KODIGEHALI,
BENGALURU - 560 097.

...PETITIONER

(BY SRI. MANJUNATHA B. V., ADVOCATE)

AND:

SMT. GOMATHI K
W/O V. NARENDRA KUMAR
AGED ABOUT 54 YEARS
RESIDING AT NO. 154, 5TH CROSS,
DEFENCE COLONY, SAHAKARANAGARA,
BENGALURU - 560 092.

...RESPONDENT

(BY SRI. SEENAPPA K., ADVOCATE)

THIS CMP IS FILED U/S. 11(6) OF ARBITRATION AND
CONCILIATION ACT 1996, PRAYING TO EXERCISE POWER
UNDER SEC.11(6) OF ARBITRATION AND CONCILIATION ACT

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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1996, APPOINT AN ARBITRATOR TO ADJUDICATE THE MATTER IN DISPUTE OF CLAUSE 18 OF ANNEXURE - A IN ACCORDANCE WITH LAW AND FOR SUCH OTHER ORDERS, DIRECTIONS ETC., THAT THIS HON'BLE COURT MAY DEEM FIT IN THE FACTS AND CIRCUMSTANCES OF THE CASE 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 14.05.2022, particularly in terms of Clause 18 thereof, produced at Annexure-A.

2. The brief facts of the case are that, the respondent was running a school under the name and style of "KIDZEE SRUSHTI", wherein the petitioner was working. In the year 2022, the respondent approached the petitioner and induced her to invest in the said school as a



partner, assuring her monthly remuneration of Rs.40,000/- and a share in profits of Rs.60,000/- per month. Believing the same, the petitioner agreed to the proposal and subsequently, a partnership deed was executed on 14.05.2022 vide Annexure-A. The petitioner invested a sum of Rs.11,00,000/- and actively participated in the affairs of the school. It is the case of the petitioner that, the strength of the students increased substantially due to her efforts and that the respondent was managing the accounts and regularly paying the agreed amount till January 2025, thereafter, the petitioner noticed discrepancies in the accounts and, upon questioning the respondent, did not receive satisfactory replies. The respondent thereafter stopped paying the agreed monthly amount and according to the petitioner, misappropriated and suppressed the partnership funds and accounts. The petitioner further alleges that she was unlawfully excluded from the affairs of the school and was denied access to the relevant accounts and records. Subsequently, disputes



arose between the parties in relation to the said Partnership Deed.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Partnership Deed, issued a notice dated 07.05.2026, vide Annexure-E, to the respondent under Section 21 of the Act and appointed Sri Keshava Murthy and Sri D.V.Venkatesh, Advocates as the Arbitrators. The said arbitration clause 18 reads as under:

"18. ARBITRATION"

All disputes between the partners relating to the business and other affairs of the firm shall be settled by Arbitration and Conciliation Act, 1996."

4. The respondent sent a reply and objected the appointment of arbitrators by the petitioner. 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 the respondent has no objection to the appointment of a Sole Arbitrator and that all the contentions of the parties may be left open.

6. 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 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) Ms.Vanamala Yadav.A, retired District Judge, is appointed as the Sole Arbitrator in the present case to arbitrate the disputes between the



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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.
- 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 **22.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

HA
List No.: 1 Sl No.: 24