



CNR: KAHC010377172026

NC: 2026:KHC:53483
CMP No. 278 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 278 OF 2026

BETWEEN:

MR ASWATHANARAYANA REDDY P
AGED ABOUT 63 YEARS
S/O LATE MR. B PUTTA REDDY
HAVING RESIDENCE AT
NO. 33/1, GAUTAM NIVAS, CHELIKERE
KALYANA NAGARA POST
BENGALURU-560043.

...PETITIONER

(BY SRI. M. B. ANIRUDH., ADVOCATE)

AND:

1. MRS SHANTHI
AGED ABOUT 56 YEARS
W/O LATE MR. R PAPPANNA
2. MRS JAYANTHI
AGED ABOUT 36 YEARS
D/O LATE MR. R PAPPANNA
3. MS.MANJULA P
AGED ABOUT 33 YEARS
D/O LATE MR. R PAPPANNA

ALL ARE R/AT NO.971, J1
BLACKWOOD COTTAGE
ROHINI AVENUE WESTBURY ROAD
UDHAGAMANDALAM NILIGIRIS DISTRICT
TAMIL NADU-643001.

...RESPONDENTS

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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(BY SRI.R C NAGARAJ, ADVOCATE FOR R1 TO R3)

THIS CMP FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT AN ARBITRATOR AS THIS HON'BLE COURT DEEMS FIT, WITH A DIRECTION TO THE ARBITRATOR SO APPOINTED TO ARBITRATE THE DISPUTE BETWEEN THE PETITIONER AND RESPONDENT ARISING OUT OF THE REGISTERED AGREEMENT OF SALE DATED 8.11.2023 (ANNEXURE -A) AND UNREGISTERED AGREEMENT OF SALE DATED 8.11.2023 (ANNEXURE - B).

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 registered Agreement of Sale and unregistered Agreement of Sale dated 08.11.2023, particularly in terms of Clause 13 thereof, produced at Annexures-A and B, respectively.

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HAREKOPPA THIMMANNA GOWDA



2. The brief facts of the case are that the respondents are the owners of agricultural dry land bearing Sy.No.60, measuring 11 Acres 4 Guntas plus 3 Guntas Kharab, situated at Jakkahalli Village, Hangala Hobli, Gundlupet Taluk, Chamarajanagara District (hereinafter referred to as the "Schedule Property"). The petitioner intended to purchase the Schedule Property and, after negotiations, a registered Agreement of Sale dated 08.11.2023 was executed between the parties for a consideration of Rs.33,30,000/-. On the same day, an unregistered Agreement of Sale was also executed for a consideration of Rs.1,55,40,000/- in respect of same schedule property. Both agreements contain identical terms. The petitioner paid an advance amount of Rs.15,40,000/- to respondent No.1 by cheque dated 08.11.2023 drawn on IDBI Bank, Banaswadi Branch, Bengaluru. The petitioner requested the respondents to execute the Sale Deed on 13.03.2025, on which date respondent Nos.1 and 3 appeared before



the Sub-Registrar, while respondent No.2 did not appear and the respondents asked for higher consideration. Subsequently, disputes arose between the parties in relation to the said Agreement of Sale.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Agreement of Sale, issued a notice dated 05.11.2025, vide Annexure-C, to the respondents under Section 21 of the Act. The same has been served on the respondents. The said arbitration clause 13 reads as under:

"13) If any dispute arising between the Parties in relation to this deed, is not amicably settled the dispute shall be decided by reference to the arbitration by the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or amendments thereof. The decision of the arbitrators shall be final and binding on the parties."

4. The respondents issued a reply dated 15.11.2025 to the said notice, rejecting the demand of the petitioner. The petitioner thereafter issued a detailed rejoinder stating



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that he is ready and willing to pay the higher consideration as per the unregistered Agreement of Sale. The respondents issued a reply dated 28.01.2026. Being aggrieved by the same, the present petition is filed seeking appointment of a Sole Arbitrator.

5. The learned counsel for the respondents submits that this Court may appoint any retired District Judge as the Sole Arbitrator and that all the contentions of the parties may be kept open.

6. Having regard to the existence of the arbitration clause contained in the Agreement of Sale, 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 S.R.Somasekhara, 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.
- 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.



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- f) Parties are directed to appear before the
Director, Arbitration and Conciliation Centre,
Bengaluru, on **02.11.2026** at 11:30 a.m.

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HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

HA
LIST NO.: 1 SL NO.: 12