



CNR: KAHC010408112025

NC: 2026:KHC:48231  
CMP No. 350 of 2025

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

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

**BEFORE**

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

**CIVIL MISC. PETITION NO. 350 OF 2025**

**BETWEEN:**

1. M/S BALAJI ELEGANCE OWNERS ASSOCIATION  
HAVING ITS OFFICE AT NO.143/2 AND 145/4  
SWAMI VIVEKANANDA ROAD  
NEAR G R TECH PARK  
PATTANDURU AGRAHARA VILLAGE  
WHITEFIELD POST, BENGALURU -560066  
REP. BY ITS VICE PRESIDENT  
SRI SURAJ BHAR.
2. SRI. JOGEE S BHAR  
AGED ABOUT 79 YEARS  
S/O BALWANT SINGH  
R/AT 77/1A AND 77/3  
PATTADURU AGRAHARA  
WHITEFILED, BANGALORE- 560066

...PETITIONERS

(BY SRI. DR. PRAJWAL K ARADHYA, ADVOCATE FOR  
SRI. S KALYAN BASAVARAJ., ADVOCATE)

**AND:**

M/S BALAJI DEVELOPERS  
11-10-104/107 FLAT NO.107  
GAYATHRI VIHAR SBI COLONY  
KOTHA PET SAROORNAGAR  
HYDERABAD -35  
ALSO AT: NO.52 B-824  
BALAJI PRISTINE APARTMENT  
OPPOSITE MAHA GANAPATHI TEMPLE  
WHITEFIELD MAIN ROAD

Digitally signed by  
DHANALAKSHMI  
MURTHY  
Location: HIGH  
COURT OF  
KARNATAKA



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WHITEFILED POST, BENGALURU -560066  
REP. BY ITS MANAGING PARTNERS  
SRI ARAVIND REDDY V  
SRI BHAVANASI YELLA ROAD.

...RESPONDENT

(RESPONDENT SERVED)

THIS CMP IS FILED UNDER SECTION 11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT AN ARBITRATOR IN ACCORDANCE WITH CLAUSE 23 OF THE JDA EXECUTED AND ENTERED INTO BETWEEN THE PARTIES HEREIN ON 31.03.2011 AT ANNEXURE-A, TO RESOLVE THE DISPUTE THAT HAS ARISEN BETWEEN THE PARTIES, 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(5) of the Arbitration and Conciliation Act, 1996 (for short "the Act"), seeking appointment of a Sole Arbitrator for adjudication of the dispute arising out of the Joint Development Agreement (JDA) dated 31.03.2011 at Annexure-A between petitioner No.1, M/s.Balaji Elegance Apartment Owner's Association and respondent-Developer, operating under the respondent-Company.



2. Under the JDA and accompanying Power of Attorney (GPA), the respondent is obligated to construct a residential apartment and obtain all necessary statutory clearances including the Environmental Clearance Certificate (ECC), Clearance Certificate (CC) from the BWSSB and Consent for Operation (CFO) from the KSPCB. The Joint Development Agreement dated 31.03.2011 contains an arbitration clause, namely, Clause 23, which reads as under:

**23] ARBITRATION:-**

*It is hereby agreed by the parties herein that all disputes and differences arising out of, in relation to these presents or touching the development, construction of new buildings and in relation thereto shall be referred to arbitration.*

*The Arbitration shall be conducted as follows:*

*All proceedings in any arbitration process shall be conducted in English languages;*

*1. The dispute shall be referred to a panel of two arbitrators – the OWNER shall appoint one arbitrator and the DEVELOPER shall appoint one Arbitrator and the third being appointed by the two arbitrators nominated by the Parties herein;*



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*2. The arbitration award shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly;*

*3. The arbitral tribunal may, by unanimous agreement, award to a party that substantially prevails on the merits, its costs and reasonable expenses (including reasonable fees of its counsel);*

*4. The seat of such Arbitration tribunal shall be at Bangalore; and*

*The Arbitration Proceedings shall be governed by the Arbitration and Conciliation Act, 1996;"*

3. However, the respondent failed to fulfill the obligations under the Agreement, misrepresented compliance to the petitioners and collected substantial sums from the apartment owners. Since disputes arose between the parties, the petitioners issued a notice dated 25.03.2025 vide Annexure-C to the respondent in terms of Section 21 of the Act, invoking the arbitration clause. Despite service of notice, the respondent has not responded to the notice. Hence, the petitioners are before this Court.



4. Notice issued by this Court has been duly served upon the respondent. Despite service of notice, none appears on behalf of the respondent.

5. At this juncture, learned counsel for the petitioner submits that, though the arbitration clause contained in the Agreement provides for referring the dispute to a panel of two Arbitrators, having regard to the nature of the dispute involved and in order to facilitate effective adjudication of the dispute, he requests this Court to appoint a Sole Arbitrator.

6. In view of the above, and having regard to the existence of the arbitration clause contained in Clause 23 of the Agreement dated 31.03.2011, 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) Petition is **allowed**.



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- b) Sri.Veeranna G Tigadi, Retired District Judge, is appointed as the Sole Arbitrator in the present case 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 and contentions of the parties are kept 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.

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

DM  
LIST NO.: 1 SL NO.: 8