



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE E.S.INDIRESH

CIVIL MISCELLANEOUS PETITION NO.367 OF 2025

BETWEEN:

M/S N.D. DEVELOPERS PRIVATE LIMITED
A COMPANY REGISTERED UNDER THE COMPANIES
ACT, 1956
HAVING ITS OFFICE NOW AT
NO.398, 2ND FLOOR,
7TH CROSS, MICO LAYOUT,
BTM 2ND STAGE,
BENGALURU - 560 076,
REPRESENTED BY ITS MANAGING DIRECTOR
MR. M.K.K. DURANI

...PETITIONER

(BY SRI. SRINIVASAS RAGHAVAN, SENIOR COUNSL FOR
SRI. ABHINAY V., ADVOCATE)

AND:

1. MONDU BUILDERS PRIVATE LIMITED
(A GROUP COMPANY OF 'KONCEPT AMBIENCE
GROUP'),
A COMPANY REGISTERED UNDER THE COMPANIES
ACT, 2013,
BEARING CIN U45309KA2017PTC099466
HAVING ITS REGISTERED OFFICE AT,
GPR TOWER/6, PARK ROAD,
TASKER TOWN,
BENGALURU,
KARNATAKA - 560 051

ALSO AT



NO. 812-813, SWAMPNALOK, 92 S.D.ROAD,
SECUNDRABAD,
TELANGANA - 500 003.

2. KONCEPT NIRMAAN PRIVATE LIMITED
(A GROUP COMPANY OF 'KONCEPT AMBIENCE
GROUP')
A COMPANY REGISTERED UNDER THE COMPANIES
ACT, 1956
BEARING CIN U45200TG2004PTC043098
HAVING REGISTERED OFFICE AT PLOT NO.25,
2ND FLOOR, SRI GANESH MAGNUM OPUS,
JAYABHERI ENCLAVE GACHIBOWLI,
HYDERABAD, TELANGANA,
INDIA - 500 032

ALSO AT
NO.812-813, SWAPNALOK, 92 S.D. ROAD,
SECUNDRABAD,
TELANGANA - 500 003.

3. KONCEPT AMBIENCE PRIVATE LIMITED
(A GROUP COMPANY OF 'KONCEPT AMBIENCE
GROUP')
PLOT NO.25, 2ND FLOOR,
SRI GANESH MAGNUM OPUS,
JAYABHERI ENCLAVE GACHIBOWLI,
HYDERABAD, TELANGANA,
INDIA - 500 032.

ALSO AT
NO.812-813, SWAPNALOK, 92 S.D. ROAD,
SECUNDRABAD, TELANGANA - 500 003

...RESPONDENTS

(BY SRI. DHANANJAY JOSHI, SENIOR COUNSEL FOR
SRI. KASHYAP N. NAIK., ADVOCATE FOR R1 & R2; R3 -SD)



THIS CIVIL MISCELLANEOUS PETITION IS FILED UNDER SECTIONS 11(5) & (6) OF THE ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT HON'BLE JUSTICE ANAND BYRAREDDY (RETD.) OR ANY OTHER PERSON THAT THIS HON'BLE HIGH COURT MAY DEEM FIT, AS THE SOLE ARBITARTOR TO ENTER REFERENCE AND ADJUDICATE THE DISPUTES THAT HAVE ARISEN BETWEEN THE PARTIES UNDER CLAUSE-18 OF THE DEVELOPMENT MANAGEMENT SERVICES AGREEMENT DATED 25.01.2017, CLAUSE-4 OF THE MEMORANDUM OF UNDERSTANDING DATED 25.01.2017 READ WITH TERM SHEET DATED 12.01.2017 (ANNEXURES-A, B AND C).

THIS PETITION COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE E.S.INDIRESH

ORAL ORDER

Heard Sri. Srinivasa Raghavan, learned Senior Counsel appearing on behalf of Sri. Abhinay V., learned counsel appearing for the petitioner and Sri. Dhananjay Joshi, learned Senior Counsel appearing on behalf of Sri. Kashyap N. Naik, learned counsel appearing for respondent Nos.1 and 2.



2. Sri. Srinivasa Raghavan, learned Senior Counsel appearing on behalf of Sri. Abhinay V., learned counsel for the petitioner, while inviting the attention of the Court to the Term Sheet for Joint Exploitation Agreement between the petitioner and the respondent No.3 (Annexure-A) and also the Memorandum of Understanding dated 25.01.2017 (Annexure-B) argued that the document at Annexure-B refers to the Term Sheet dated 12.01.2017. Therefore, by referring to the clause-18 of the Agreement for Development Management Services dated 25.01.2017 (Annexure-C), it is submitted that the Arbitrator has to be appointed to resolve the dispute between the parties. It is also argued by the learned Senior Counsel for the petitioner by referring to clause-4 of the Memorandum of Understanding dated 25.01.2017 which provides for the resolution of the disputes by reference to arbitration and therefore contended that the appointment of the Arbitrator is necessitated under Sections 11(5) and (6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act').



3. Per Contra, Sri. Dhananjay Joshi, learned Senior Counsel appearing on behalf of Sri. Kashyap N. Naik, learned counsel appearing for respondent Nos.1 and 2 contended that, the respondent No.2 is not a party to the proceedings as to the agreements referred to above and therefore, learned Senior Counsel oppose the petition on the ground by placing reliance on the judgment of the Hon'ble Supreme Court in the case of **COX AND KINGS LIMITED vs. SAP INDIA PRIVATE LIMITED AND ANOTHER** reported in **(2024) 4 SCC 1** and argued that, since the respondent No.2 is nowhere connected with the transactions between the petitioner and respondent No.1 is concerned and therefore sought for dismissal of the petition.

4. In this regard, in reply, Sri. Srinivasa Raghavan, learned Senior Counsel appearing on behalf of Sri. Abhinay V., learned counsel appearing for the petitioner has referred to the proceedings in O.S.No.1311/2023 filed by the respondent No.1 herein



against the petitioner herein and also in W.P.No.24380/2023 which has been filed by the respondent No.1 claiming that the petitioner herein is a group of companies of the respondent No.2 and also referred to the paragraph-15 of the memorandum for the writ petition, wherein the Term Sheet has been narrated by the respondent No.1 herein along with respondent No.2 as well as subject with respect to the cause title in the Commercial Appeal No.217/2024 and submitted that respondent Nos.2 and 3 are the group of companies with the respondent No.1 and therefore, countered the submission made by the Senior Counsel appearing for the respondent.

5. In the light of the submissions made by the Senior Counsel appearing for the parties and on careful consideration of the Term Sheet at Annexure-A along with the Clause-1 in the Memorandum of Understanding dated 25.01.2017 (Annexure-B), wherein Clause-4 provides for resolution of dispute by an Arbitrator. It is to be noted



from the clause-18 of the Agreement for Development Management Services (Annexure-C), which provides for resolution of dispute between the parties by way of arbitration.

6. Taking into consideration the arguments advanced by the learned Senior Counsel appearing for the respondent Nos.1 and 2 that, the respondent No.2 is in no way concerned insofar as respondent No.1 is concerned, however, upon examining the various proceedings between the parties as mentioned above, I am of the view that the appointment of the Arbitrator is necessitated and the question as to whether the respondent No.2 herein has to be heard or not in the proceedings have to be considered by the learned Arbitrator. It is also to be noted from the judgment referred to by the learned Senior Counsel for the respondents Nos.1 and 2 as to the **COX AND KINGS LIMITED** (supra), however, in the case of **ADAVYA PROJECTS PRIVATE LIMITED vs. VISHAL STRUCTURALS PRIVATE LIMITED AND OTHERS**



reported in **(2025) 9 SCC 686**, wherein the Hon'ble Supreme Court considered the judgment of the **COX AND KINGS LIMITED** (supra) with regard to the non-signatories of the parties to the arbitration agreement as well.

7. However, looking into the nature of the agreements referred to above between the parties and the proceedings before the Civil Court as well as before this Court in Commercial Appeal, I am of the view that the appointment of the Arbitrator is necessitated under Section 11 of the Act.

8. Sri. Sreenivas Harish Kumar, former Judge of High Court of Karnataka is appointed to act as the Sole Arbitrator in the Arbitration and Conciliation Centre, Bengaluru as per the extant Rules.

9. All contentions of the parties are kept open including as to the *locus standi* of the parties.



10. A copy of this order be sent forthwith to the Arbitration and Conciliation Centre, Khanija Bhavan, Bengaluru for proceeding further in the matter.

11. Registry is directed to return the original documents, if any, produced by the parties, after obtaining photostat copy of the same for the file.

12. Since the parties are represented through their learned counsels, parties are directed to appear before the Arbitration and Conciliation Centre, Bengaluru on 06.04.2026 at 11.00 a.m. to enable the learned Arbitrator to take further action in the matter.

Accordingly, Civil Miscellaneous Petition is ***disposed of.***

**Sd/-
(E.S.INDIRESH)
JUDGE**