



CNR: KAHC010433442026

NC: 2026:KHC:49942  
CMP No. 328 of 2026

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

**DATED THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER, 2026**

**BEFORE**

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

**CIVIL MISC. PETITION NO. 328 OF 2026**

**BETWEEN:**

MR SANTOSH THULASI  
S/O THULASI BABU  
AGED ABOUT 36 YEARS  
NO.1526, B,40, AUSTIN TOWN  
3<sup>RD</sup> STAGE, BENGALURU-560047.

...PETITIONER

(BY SRI. CHETHAN E., ADVOCATE)

**AND:**

1. REV. ARCHBISHOP DR. PETER MACHADO  
ARCHDIOCESE OF BENGALURU  
ARCHBISHOP'S HOUSE, 75, MILLERS ROAD  
NANDIDURGAROAD, JAYAMAHAL EXTENSION  
BENGALURU, KARNATAKA-560046.

2. MSGR C FRANCIS  
PROJECT COORDINATOR  
ST. PATRICK'S CHURCH 15K  
BRIGADE ROAD, BENGALURU 560025.

...RESPONDENTS

(BY SRI. PRASANTH V G., ADVOCATE FOR R1 & R2)

THIS CMP IS FILED UNDER SECTIONS 11(5) AND 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT A SOLE ARBITRATOR TO ADJUDICATE THE DISPUTES ARISING OUT OF THE ARTICLES OF AGREEMENT DATED 21.08.2025 EXECUTED BETWEEN THE PETITIONER AND THE RESPONDENTS, IN TERMS OF CLAUSE 15 OF THE SAID

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DHANALAKSHMI  
MURTHY  
Location: HIGH  
COURT OF  
KARNATAKA



AGREEMENT, WITH SEAT OF ARBITRATION AT BENGALURU AS STIPULATED IN ANNEXURE – A AND ETC.

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 Sections 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 petitioner and the respondents under the Articles of Agreement dated 21.08.2025, particularly in terms of Clause 15 thereof, produced at Annexure-A.

2. Brief facts of the case are that the petitioner was entrusted with the renovation of the commercial complex belonging to respondents, pursuant to an Articles of Agreement dated 21.08.2025 vide Annexure-A, for a total consideration of Rs.3,08,50,439/-. The renovation work commenced in the first week of September 2025 and the petitioner proceeded with the work by investing his own



funds. The respondents paid an amount of Rs.30,54,150/- to the petitioner on 14.10.2025. The petitioner states that he completed renovation works amounting to Rs.1,26,30,067/- by 31.03.2026, as per the agreed specifications, leaving a balance amount of Rs.95,75,917/- payable by the respondents. Despite repeated demands, the respondents failed to clear the outstanding amount, and the dispute arose in January, 2026.

3. The Articles of Agreement contains an arbitration clause, namely, Clause 15, which reads as under:

**"15. JURISDICTION CLAUSE**

***Governing Law, Jurisdiction, Arbitration***

*In the event that any dispute arises between the Parties in connection with this Agreement, the Parties will conduct negotiations in good faith to resolve such dispute. If mutual resolution cannot be reached within [60 (sixty)] days after the commencement of such negotiations, the dispute shall be referred to arbitration conducted by a sole arbitrator appointed by the Archdiocese of Bangalore. If the Parties are unable to agree to the appointment of the sole arbitrator within 15 days after either party has sent a*



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*notice to the other requesting arbitration, the arbitrator will be appointed as per the provisions of The Arbitration and Conciliation Act, 1996 or any statutory amendment/modification thereof. The decision of the Arbitrator shall be binding on both parties. The venue, place and seat of arbitration will be Bangalore, and the proceedings will be conducted in English.”*

4. Since disputes arose between the parties and there is a mechanism for redressal of such disputes by way of arbitration, the petitioner issued a notice dated 29.04.2026, vide Annexure-E, to the respondents in terms of Section 21 of the Act, invoking the arbitration clause. Against the said notice, the respondents sent a reply dated 12.05.2026, vide Annexure-F. Dissatisfied with the same, the petitioner has filed the present petition.

5. Learned counsel for the respondents submits that the respondents have no objection for appointment of the Sole Arbitrator.



6. In view of the above, and having regard to the existence of the arbitration clause contained in the Articles of Agreement, 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) Civil Miscellaneous Petition is **allowed**.
- b) Sri Santhosh S. Nagarale, Advocate, 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 kept open.
- d) Registry is directed to communicate this order via E-mail to the Arbitration and Conciliation Centre (Domestic & International), Khanija



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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.
- f) Parties are directed to appear before the Director, Arbitration and Conciliation Centre, Bengaluru, on 12.10.2026 at 11:30 a.m.

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

HA  
LIST NO.: 1 SL NO.: 31