



CNR: KAHC010495822025

NC: 2026:KHC:45450
CMP No. 422 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE B M SHYAM PRASAD

CIVIL MISC. PETITION NO. 422 OF 2025

BETWEEN:

M/S SKYLIT ENGINEERS AND
INFRASTRUCTURE (P) LTD
(FORMERLY M/S SKYTECH ENGINEERS
AND BUILDERS PVT. LTD.,)
HAVING ITS OFFICE AT
NO.23, HIG G-3, KHB COLONY,
HOOTAGALLI, (OPP ROTARY SCHOOL),
MYSURU 570 018
R/BY ITS MANAGING DIRECTOR.

...PETITIONER

(BY SRI. HALLUR SHIVAYOGI, ADVOCATE)

AND:

MYSORE RURAL KARNATAKA STATE
ROAD TRANSPORT CORPORATION
EMPLOYEES HOUSING CO OPERATIVE
SOCIETY LTD, MYSORE
AT NO. 95 K T STREET MANDI MOHALLA,
MYSURU - 570 021
REP. BY IT S PRESIDENT
Y.E. MANJUNATH.

...RESPONDENT

(BY MS. TANIMA BEKAL, ADVOCATE FOR

SMT. VEENA T N., ADVOCATE FOR C/R)

Digitally
signed by
VANAMALA
N
Location:
HIGH
COURT OF
KARNATAKA



THIS CMP IS FILED UNDER SECTION 11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996., PRAYING TO APPOINT SOLE ARBITRATOR IN TERMS OF SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT OF 1996 TO ADJUDICATE THE DISPUTE THAT HAS ARISEN BETWEEN THE PARTIES AS PER CLAUSE 16 OF MOU DATED 29.07.2010 MARKED AS ANNEXURES - B.

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

CORAM: HON'BLE MR. JUSTICE B M SHYAM PRASAD

ORAL ORDER

The transaction between the petitioner and the respondent begins with a Memorandum of Understanding [MOU] dated 29.07.2010. The petitioner and the respondent have agreed that any dispute or difference whatsoever shall be resolved by mutual discussions, and if those disputes remain unresolved, shall be resolved through arbitration as provided under the Arbitration and Conciliation Act, 1996. The petitioner and the respondent have also



agreed that in case of any dispute, the Courts at Mysuru will have the jurisdiction.

2. This Court, in the light of this MOU and the terms, with the petitioner asserting an arbitrable dispute, has allowed this petition by Order dated 19.06.2026 appointing a former Judge of this Court to be the sole Arbitrator. However, this Court has recalled this Order on 13.07.2026 with the learned counsel for the respondent stating that the non-appearance on behalf of the respondent on this date [19.06.2026] was because the learned counsel's name was not mentioned in the cause list.

3. Ms. Tanimma Bekal, a learned counsel who appears on behalf of Ms. Veena T N who is on record for the respondent, submits that **[a]** the MOU dated 29.07.2010 is superseded by the subsequent MOU including the MOU dated 17.08.2022, **[b]** the agreement in these MOU supersedes the agreement



in the MOU dated 29.07.2010 **[c]** therefore there is no agreement for dispute settlement through arbitration and that even if an Arbitrator could be appointed it cannot be for arbitration in Bengaluru as the properties are situated in Mysuru.

4. When queried in the light of these objections, Sri Hallur Shivayogi, the learned counsel for the petitioner, invites this Court's attention to the terms of the Memorandum of Understanding dated 17.08.2022 on the continuation of the terms which are not revisited under this MOU. The relevant clause reads as under.

“All other terms and conditions mentioned in the MOU dt 29.07.2010 & 09.11.2018 shall remain unchanged and which binds both the parties.”

The learned counsel also submits that the petitioner would not have any objections if a retired District Judge could enter reference of the dispute in Mysuru



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with all questions being left open for due consideration.

5. This Court is of the view that the term as aforesaid in the MOU dated 17.08.2022 saves the arbitration clause in the MOU dated 29.07.2010 and that there is an arbitrable dispute. The parties have not agreed on the venue for arbitration. Therefore, this Court could provide for arbitration in Bengaluru subject to the jurisdictional Court in Mysuru exercising the jurisdiction if there is occasion. However, with the learned counsel for the petitioner stating that the learned Arbitrator to be appointed by this Court can enter reference of the dispute at Mysuru, the following.

ORDER

[A] The petition is allowed, and Sri H S Ramanna, a retired District Judge, is appointed as the sole arbitrator to enter reference of the dispute between



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the petitioner and respondent and conduct the proceeding at Mysuru according to the Rules governing the Arbitration and Conciliation Centre [Domestic and International], Bengaluru and with liberty to choose venue for arbitration at Mysuru with both the petitioner and the respondent bearing equal costs of such venue.

[B] The Registry is directed to communicate this order [through email] to the Arbitration and Conciliation Centre [Domestic and International], Bengaluru and Sri H S Ramanna, No.41, “Aniketana”, South 3rd Cross, Kuvempunagar, 1st Block, Mysuru – 570023, e-mail: *ramannajudge@gmail.com* as required



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under the Appointment of Arbitrators
by the Chief Justice of Karnataka
High Court Scheme, 1996.

[C] The submissions of the learned
counsels that the addresses of the
parties as mentioned in the cause title
are also the current address of the
parties is taken on record.

Sd/-
(B M SHYAM PRASAD)
JUDGE

AN/-