



CNR: KAHC010507872026

NC: 2026:KHC:55537
CMP No. 403 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 403 OF 2026

BETWEEN:

KUMBARARA SARVAJANIKA VIDYARTHI
NILAYA TRUST (R)
A REGISTERED TRUST
REGISTERED UNDER THE PROVISIONS
OF REGISTRATION ACT
HAVING ITS OFFICE AT
NO.C-1, NEW KANTHARAJ URS ROAD
KUVEMPUNAGAR, MYSORE-23
REP. BY ITS GENERAL SECRETARY
SRI.T.RAJU
S/O.THIMMAIAH
AGED ABOUT 69 YEARS.

...PETITIONER

(BY SRI. V B SHIVAKUMAR., ADVOCATE)

AND:

MYSORE EDUCATIONAL TRUST
HAVING ITS REGISTERED OFFICE AT
NO.336, 2ND CROSS, 1ST BLOCK
R.T.NAGAR, BENGALURU-560 032
REP. BY ITS GENERAL SECRETARY
MR.ANWAR SADATH.K.

...RESPONDENT

(BY SRI. RENUKARADHYA R D., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(6) OF
ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO
APPOINT AN ARBITRATOR IN TERMS OF THE ARBITRATION
CLAUSE UNDER THE LEASE DEED DATED 23.07.2020 IN PARA

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HAREKOPPA THIMMANNA GOWDA





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NO.19.1, WHICH IS AT ANNEXURE - B, FOR ADJUDICATING OF THE DISPUTE INTER-SE BETWEEN THE PETITIONER AND RESPONDENT.

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 Lease Deed dated 23.07.2020, particularly in terms of arbitration Clause 19.1 thereof, produced at Annexure-B.

2. The brief facts of the case are that petitioner is a registered Trust and the petition schedule property belongs to the Trust. The petitioner agreed to grant the said property to the respondent on lease for the purpose of running educational institution, hostel, outdoor games, assembling and administration usage and all related activities. Accordingly, the petitioner entered into a Lease

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Deed dated 23.07.2020 Annexure-B with the respondent. Subsequently, disputes arose between the parties in relation to the said Lease Deed.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Lease Deed, issued a notice dated 18.05.2026 vide Annexure-P, to the respondent under Section 21 of the Act. The said arbitration clause reads as under:

"19.1 Disputes: Any disputes or difference arising amongst the Parties as to the construction of any of the terms of this Lease Deed or as to any matter or thing of whatsoever nature arising there under or in connection therewith, including any question regarding its existence, validity or termination of this Lease Deed shall be considered as a dispute (the "Dispute"). Either Party may give written notice of a Dispute to the other Party within Ten (10) days of the occurrence of the event which gives rise to such Dispute or the day that such event came to the notice of the concerned Party.

19.2 Mediation: On any Dispute being raised by any Party, the Parties shall initially seek to mediate



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such Dispute and if such Dispute is not resolved by mediation of Parties within a period of Thirty (30) days. the Parties shall then resort to Arbitration in terms of Clause 19.3 below.

"19.3 Arbitration: If any Dispute arising between the Parties is not amicably settled within Thirty (30) days of commencement of amicable attempts to settle the same as provided above, the Dispute shall be referred to, and be finally settled by, arbitration and Lessor and Lessee each shall appoint one arbitrator and both the arbitrators appointed by the Lessor and Lessee shall appoint presiding arbitrator in accordance with the Arbitration and Conciliation Act, as amended up to date. The decision/award of the arbitrator shall be and binding on the Parties.

19.4. The arbitration proceedings shall be conducted in English language and the seat and venue for the same shall be Mysore."

4. The respondent sent a reply dated 25.06.2026 vide Annexure-N to the said notice. Being dissatisfied with the reply, the present petition is filed seeking appointment of a sole Arbitrator.

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5. Both learned counsel appearing for the parties submit that, since the seat of arbitration is mentioned as Mysuru in the Lease Deed, Sri R. Venkatesh, retired District Judge, may be appointed as the Sole Arbitrator to adjudicate the disputes between the parties at Mysuru.

6. Having regard to the existence of the arbitration clause contained in the Lease Deed, 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) Sri.R.Venkatesh, retired District Judge, is appointed as the Sole Arbitrator in the present



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case to arbitrate the disputes between the parties at Mysuru.

- c) All the claims and contentions of the parties are left open.
- d) 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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(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 24