



CNR: KAHC010521002026

NC: 2026:KHC:55993
CMP No. 424 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 7TH DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 424 OF 2026

BETWEEN:

SRI K S MURTHY
S/O LATE SRI. K.S. RAMAIAH
AGED ABOUT 84 YEARS
R/AT PLOT NO. 1122, ROAD NO. 54
JUBILEE HILLS, HYDERABAD - 500 033.

...PETITIONER

(BY SRI. RAHUL DEV S DESHAMUDRE., ADVOCATE)

AND:

SRI E SRI PARTHA YADAV
S/O SRI. ERAPPA
AGED ABOUT 37 YEARS
R/AT NO. 52/3, SINGRAHALLI
HEGGANAHALLI POST
BANGALORE RURAL DISTRICT
BANGALORE - 562 110.

ALSO AT
VILLA NO. 113, ZED EARTH
ZERA ASSOCIATION, YELAHANKA
DODDABALLAPUR MAIN ROAD (SH-9),
SURADHENAPURA GATE
HESARAGHATTA HOBLI
BANGALORE-562 110.

...RESPONDENT

(BY SRI. ASHWINKUMAR, V H., ADVOCATE FOR
SRI. CHANABASAPPA S N., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(6) OF
ARBITRATION AND CONCILIATION ACT PRAYING TO APPOINT
THE ARBITRATORS, TO ADJUDICATE THE DISPUTES ARISING

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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OUT OF AND IN CONNECTION WITH THE LEASE DEED DATED 25.04.2024 (ANNEXURE A), IN TERMS OF CLAUSE 14 THEREOF.

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 25.04.2024, particularly in terms of Clause 14 thereof, produced at Annexure-A.

2. The brief facts of the case are that petitioner is the absolute owner of the residential villa bearing No.113, situated in 'ZED EARTH' residential layout, Zera Associate, formed on the property comprised in Sy.No.115, 115/2 of Kadathanamale Village and Sy.No.168 of Suradenapur Village, Hesaraghatta Hobli, Bangalore North Taluk,

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Bangalore. Respondent being in need of accommodation for himself and his family approached the petitioner. Thereafter, the parties entered into a Lease Deed dated 25.04.2024 (Annexure-A). Subsequently, respondent has failed to pay rent as per the lease deed and consequently, 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 30.05.2026 vide Annexure-D, to the respondent under Section 21 of the Act. The said arbitration clause 14 reads as under:

"14. XXXXX

Any dispute arising between the parties herein regarding the interpretation or implementation of any of the clauses of the lease deed, the same shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be referred to a panel of three arbitrators one each to be appointed by the respective parties and



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the third arbitrator shall be presiding arbitrator mutually selected and appointed by the said two arbitrators. Both the Lessee and the Lessor shall make themselves available for the arbitration proceeding and the same shall be concluded within a maximum of 3 sittings, within a 30 days period of information of such dispute. However, the rent shall be payable till the vacant possession of the schedule property with the fittings & fixtures is handed over to the LESSOR Such matters are subject to the jurisdiction of courts of Bangalore."

4. Despite service of the said notice, the respondent did not furnish any response. Hence, the present petition is filed seeking appointment of a sole Arbitrator.

5. The learned counsel appearing for the respondent submits that respondent has no objection to the appointment of sole Arbitrator. However, he seeks that all the contentions of the parties be kept open to be urged before the learned Arbitrator.



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.K.H.Mallappa, retired District Judge, 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.



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- c) All the claims and contentions of the parties are left 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 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 **12.11.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 10