



CNR: KAHC010527162025

NC: 2026:KHC:50642
CMP No. 452 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 452 OF 2025

BETWEEN:

MR SURESH HEGDE
S/O LATE. MR. RAGHURAM HEGDE
AGED ABOUT 61 YEARS
R/AT LANGFORD GARDEN, A-204
LAKSHMI APARTMENTS, NO. 6
CORNWELL ROAD, RICHMOND TOWN
BANGALORE 560 025.

...PETITIONER

(BY SRI. MAHADESHWARAN C N., ADVOCATE)

AND:

M/S HAVELLS INDIA LIMITED
A COMPANY INCORPORATED
UNDER THE COMPANIES ACT 1956
REGISTERED OFFICE AT NO. 904
9TH FLOOR, SURYA KIRAN BUILDING
K.G. MARG, CONNAUGHT PLACE
NEW DELHI-110001.

...RESPONDENT

(BY SRI. RAGHURAM CADAMBI., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(6) OF
ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO
APPOINT ANY ARBITRATOR AS THE SOLE ARBITRATOR.
FURTHER, APPOINT RETIRED HIGH COURT JUDGE AS SOLE

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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ARBITRATOR TO RESOLVE THE DISPUTE BETWEEN THE PETITIONER AND RESPONDENT ARISING OUT OF THE LEASE DEED DATED 22.06.2022 AS PER CLAUSE 19 OF THE LEASE DEED VIDE 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 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 petitioner and the respondent under the Lease Deed dated 22.06.2022, particularly in terms of Clause 19.3 thereof, produced at Annexure-A.

2. Brief facts of the case are that the respondent approached the petitioner to lease a portion of the property having a bare shell area of 10,500 Sq.Ft, bearing Khatha No.17/14 and PID No.76-1-17/14, situated on the 12th Floor of the building known as "Du Parc Trinity", along



with six car parking spaces. The respondent agreed to take the Schedule-B property on lease for a monthly rent of Rs.3,15,000/- from 01.07.2022 to 30.06.2027, with a provision for enhancement of the lease rent periodically at the rate of 5% per annum. Accordingly, the petitioner and the respondent entered into a Lease Deed dated 22.06.2022, with a lock-in period of five years. It is the case of the petitioner that despite of the locking period, the respondent unilaterally decided to terminate the Lease Deed dated 22.06.2022 without prior notice to the petitioner. Subsequently, disputes arose between the parties in respect of the said Lease Deed.

3. The Lease Deed contains an arbitration clause, namely, Clause 19.3, which reads as under:

"19.3 All disputes and differences arising out of or in connection with any of the matters set out in this Lease Deed ("Dispute"), if not resolved by amicable settlement within 30 (thirty) days from the date of Dispute, shall be finally and conclusively determined by arbitration by a sole arbitrator appointed in



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*accordance with the Arbitration and Conciliation Act,
1996, of India."*

4. As the Lease Deed provides for resolution of disputes by way of arbitration, the petitioner issued a notice dated 10.10.2024, vide Annexure-B, to the respondent under Section 21 of the Act, invoking the arbitration clause. The respondent submitted a reply dated 29.10.2024, vide Annexure-C, assigning an untenable reason. Being dissatisfied with the same, the petitioner has filed the present petition.

5. Learned counsel for the respondent submits that he has no objection for the appointment of a Sole Arbitrator.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Lease Deed, 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:

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HAREKOPPA THIMMANNA GOWDA



ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Sri S.C.Ingalagi, 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.
- 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 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.



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- f) Parties are directed to appear before the Director, Arbitration and Conciliation Centre, Bengaluru, on **13.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

HA
LIST NO.: 1 SL NO.: 10