



CNR: KAHC010551672025

NC: 2026:KHC:49256
CMP No. 481 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 10TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 481 OF 2025

BETWEEN:

M/S QVC REALTY DEVELOPERS PRIVATE LTD
PREVIOUSLY KNOWN AS M/S QVC REALTY
CO PRIVATE LTD
HAVING ITS REGISTERED OFFICE AT
NO.619 ACERON TERVEZO FIRST FLOOR
17TH A CROSS, 6TH B MAIN
INDIRANAGAR 2ND STAGE
BANGALORE-560038
REP. BY ITS AUTHORIZED SIGNATORY
MR G S SHIVAPRASAD.

...PETITIONER

(BY SRI.ANAGHA NARASIMHA C N, ADVOCATE FOR
SRI. AJIT P B., ADVOCATE)

AND:

1. MR. SUNIL KUMAR ROY
S/O MR JAGDEEP RAY
AGED ABOUT 49 YEARS
2. MRS RANISWETA
W/O MR SUNIL ROY
AGED ABOUT 45 YEARS
BOTH ARE R/AT NO.313
MAHAVEER PALMS
KODICHIKKANAHALLI
BENGALURU-560076
ALSO AT C-301, BELVEDERE OZONE URBANA

Digitally signed by
DHANALAKSHMI
MURTHY

Location: HIGH
COURT OF
KARNATAKA



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KANNAMGALA, DEVANAHALLI
BANGLAORE-562110.

...RESPONDENTS

(SERVICE OF NOTICE TO R1 & R2 IS HELD SUFFICIENT
V/O DATED: 11.02.2026)

THIS CMP IS FILED UNDER SECTION 11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996 PRAYING TO APPOINT ANY RETIRED JUDGE OF THIS HONBLE COURT OR ANY RETIRED DISTRICT JUDGE AS SOLE ARBITRATOR TO ADJUDICATE THE DISPUTE ARISING OUT OF THE AGREEMENT TO SELL DATED 09.04.2014 (AS PER CLAUSE NO.16 OF PAGE NO.49 OF ANNEXURE D) AND THE CONSTRUCTION AND FACILITIES AGREEMENT DATED 09.04.2014 (AS PER CLAUSE NO.22 OF PAGE NO.77 OF ANNEXURE E) IN RESPECT OF THE CLAIMS AND CONTRA THAT MAY BE RAISED BY THE PETITIONER AND RESPONDENTS BEFORE THE KARNATAKA ARBITRATION CENTRE, BANGALORE TO SERVE THE INTEREST OF JUSTICE AND EQUITY

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 an Agreement to Sell dated 09.04.2014, particularly in terms of Clause-22 thereof, produced at Annexure-E.



2. The petitioner is a company registered under the Companies Act, 1956, engaged in the business of Real Estate and Property Development. The petitioner has developed a residential Villa project in different survey numbers of Angatta Village, Nandi Hobli, Chikkaballapura Taluk, under the name 'The Hills'. The respondents herein have approached the petitioner to get a Villa constructed thereon, and they have entered into an Agreement to Sell on 09.04.2014 and have agreed for payment of the entire amount of Rs.2,01,92,004/-. After handing over possession, as per the conditions of the Agreement of Sale, they have not paid the entire amount. They have only paid part of the said amount, and the remaining amount has not been paid.

3. The Agreement to Sell contains an arbitration clause, namely, Clause-22, which reads as under:

"22. ARBITRATION:



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In the event of breach of the terms of this Agreement or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, such dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, one of which will be appointed by the Developer, the second will be appointed by the Agreement Holder and the third (who will also be the Chairman of the arbitral panel) will be appointed by the two arbitrators appointed by the disputing Parties. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and the language of arbitration shall be English. The venue of arbitration shall be in Bangalore, India."

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 27.03.2025, vide Annexure-L, to the respondent in terms of Section 21 of the Act, invoking the arbitration clause. The same has been served and acknowledgment has been produced as Annexure-N. Despite service of the said



notice, the respondent did not furnish any response. Hence, the petitioner has filed the present petition.

5. Notice issued by this Court has been duly served upon the respondent. Despite service of notice, none appears on behalf of the respondent. Hence, the service of notice to respondents are held sufficient on 11.02.2026.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Agreement to Sell, 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) Hon'ble Mr.Justice A.N.Venugopala Gowda, Former Judge, High Court of Karnataka, is appointed as the Sole Arbitrator in the present case to arbitrate the disputes between the parties at the Arbitration and Conciliation



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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 Hon'ble Mr.Justice A.N.Venugopala Gowda, Former Judge, High Court of Karnataka.
- 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 05.10.2026 at 11:30 a.m.

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