HC-KAR

NC: 2026:KHC:16378
CMP No. 587 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE E.S.INDIRESH

CIVIL MISC. PETITION NO. 587 OF 2025

BETWEEN:

ANEX REALTY SERVICES PVT. LTD.
(FORMERLY KNOWN AS
M/S. TRESPECT INDIA PRIVATE LIMITED)
THROUGH ITS AUTHORIZED SIGNATORY
MR. AMIT KUMAR JHA
HAVING ITS REGISTERED OFFICE AT 1002,
10TH FLOOR, B WING,
ONE BKC, G BLOCK BANDRA,
KURLA COMPLEX,
MUMBAI - 400 051,

ALSO THE REGIONAL OFFICE AT
MUNICIPAL KATHA NO.458,
MILLENIUM TOWER,
KUNDALAHALLI VILLAGE, K.R. PURAM,
BENGALURU - 560 037.

...PETITIONER

(BY SMT. A. KUNDAVAI, ADVOCATE FOR
SRI. S. VIVEKANANDA, ADVOCATE)

Digitally signed by
CHAYA S A
Location: HIGH
COURT OF
KARNATAKA

AND:

SOBHA LIMITED
HAVING THEIR REGISTERED OFFICE AT SOBHA,
SARJAPUR-MARATHABALLI,
OUTER RING ROAD (ORR),
DEVARABISANAHALLI, BELLANDUR POST,
BENGALURU - 560 103

DULY REPRESENTED BY ITS MANAGING DIRECTOR

MR. JAGADISH NANGINENI.

…RESPONDENT

(BY SRI. P.S. RAJAGOPAL, SENIOR COUNSEL FOR
SRI. H. MUJTABA, ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(5) OF ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO CONFIRM THE APPOINTMENT OF MR. PRAKASH RAO JADHAV-ADVOCATE BENGALURU, KARNATAKA UNDER THE AGES OF THE ARBITRATION CENTRE - KARNATAKA WITHIN (DOMESTIC AND INTERNATIONAL) BENGALURU AS THE LD. SOLE ARBITRATOR OR ANY OTHER SUITABLE PERSON FOR ADJUDICATION OF CLAIMS OF PARTIES AS PER CLAUSE 25 OF THE AGREEMENT DATED 10.06.2020 AS PER ANNEXURE - A.

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

CORAM: HON'BLE MR. JUSTICE E.S.INDIRESH

ORAL ORDER

Heard the learned counsels appearing for the parties.

2. In this Petition, the petitioner is seeking appointment of an Arbitrator, as per Clause-25 of the Channel Partner Agreement dated 10.06.2020 (Annexure-A).

3. Learned counsel appearing for the petitioner invited the attention of the Court to the Legal Notice dated 01.04.2025 (Annexure-L) and submitted that, appointment of an Arbitrator is necessitated for resolution of the dispute between the parties.

4. Per contra, Sri. P.S. Rajagopal, learned Senior Counsel appearing on behalf of Sri. H. Mujtaba, learned counsel appearing for the respondent invited the attention of the Court to Clause-25 of the agreement at Annexure-A and submitted that, the said clause provides for amicable settlement between the parties at the initial stage and in the event, if the same is not resolved, then the petitioner can approach this Court by invoking Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act). Accordingly, sought for dismissal of the petition.

5. In the light of the submissions made by the learned counsel appearing for the parties and on careful examination of Clause-25 of the agreement at Annexure-A, it is observed that the condition precedent for invoking

Section 11 of the Act is an amicable settlement between the parties as to the dispute arisen between them. In the event, if such a settlement is not arrived by the parties, then it is open for the aggrieved parties to approach this Court by invoking Section 11 of the Act.

6. In that view of the matter, as a condition precedent has been made in the Clause-25 of the agreement itself for amicable settlement between the parties at the initial stage, I am of the view that invoking Section 11 of the Act by the petitioner is premature.

7. Accordingly, the Writ Petition is ***disposed of,*** reserving liberty to the parties for resolution of the dispute in terms of Clause-25 of the agreement, I am of the view that, at this stage, appointment of an Arbitrator cannot be made by following judgment of this Court in the case of ***Sobha Limited Vs. Nava Vishwa Shashi Vijaya Krishna Properties Ltd.,*** reported in ***2022 SCC Online Kar 1708*.**

8. All contentions of the parties are kept open.

9. Registry is directed to return the documents produced by the petitioner.

SD/-
(E.S.INDIRESH)
JUDGE

KLV
List No.: 1 Sl No.: 30