



CNR: KAHC010691102025

NC: 2026:KHC:50643
CMP No. 619 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. 619 OF 2025

BETWEEN:

DR. PREMALATHA PRADYUMNA
AGED ABOUT 69 YEARS
W/O DR. M.G. PRADYUMNA
R/AT NO.1, 1ST CROSS
NEW THIPPASANDRA MAIN ROAD
HAL 3RD STAGE, BENGALURU - 560 075.

...PETITIONER

(BY SRI. SURESH KUMAR S., ADVOCATE)

AND:

M/S SRI. MANJUNATHA BUILDCON
A PROPRIETORSHIP CONCERN
OFFICE AT NO.168/1/20
NEAR NANJUNDESWARA TEMPLE
6TH CROSS, DODDANEKKUNDI
BENGALURU - 560 037
REP. BY ITS PROPRIETOR
MR. MANJUNATHA SHIVAPPA

ALSO AT NO. 164, 3RD A CROSS ROAD
GURURAJA LAYOUT, WARD NO.85
DODDANEKKUNDI, BENGALURU - 560 037

...RESPONDENT

(BY SRI. V VIJAYASHEKARA GOWDA., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(5) OF
ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO
APPOINT SRI. S. SUBASHCHANDRA NAGARALE, RETIRED

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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DISTRICT JUDGE, ARBITRATION CENTER, KHANIJA BHAVAN, RACE COURSE ROAD, BENGALURU - 560001, AS THE SOLE ARBITRATOR FOR ADJUDICATION OF THE DISPUTE BETWEEN THE PETITIONER AND THE RESPONDENT, AS PER JOINT DEVELOPMENT AGREEMENT DATED 25.11.2020 IN ANNEXURE - A, IN PARA - 28, AND FOR SUCH OTHER ORDERS, DIRECTIONS, 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(5) of the Arbitration and Conciliation Act, 1996 (for short, "the Act") read with Rule 2 of the Scheme for Appointment of Arbitrator, seeking appointment of a Sole Arbitrator for adjudication of the disputes that have arisen between the petitioner and the respondent under the Joint Development Agreement dated 25.11.2020, particularly in terms of Clause 28 thereof, produced at Annexure-A.

2. Brief facts of the case are that the petitioner initially had entered into a registered Joint Development Agreement and General Power of Attorney dated 07.12.2016 with M/s. Shri Manjunatha Swami Developers



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and Infrastructures, represented by the respondent, in respect of the property bearing Site Nos.8, 9 and 10, measuring 8,400 sq. ft., situated at Pattandur Agrahara, Bengaluru East Taluk. The said Joint Development Agreement and General Power of Attorney were subsequently cancelled. Thereafter, the petitioner entered into another registered Joint Development Agreement and General Power of Attorney dated 25.11.2020 with M/s. Sri Manjunatha Buildcon, the respondent's new company, in respect of the same property. The respondent failed to perform his part of the contract. Subsequently, disputes arose between the parties in relation to the said Joint Development Agreement.

3. The Joint Development Agreement contains an arbitration clause, namely, Clause 28, which reads as under:

"28. ARBITRATION

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA



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The Parties hereto agree that in the event of there being any disputes with regards to this Agreement or interpretation of any of the terms of this Agreement, the same shall be referred to the Sole Arbitration in terms hereof.

Arbitration shall be conducted as follows:

a) All proceedings in any arbitration shall be conducted in English.

b) The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.

c) Seat of such arbitration tribunal shall be at Bangalore.

d) The arbitration Proceedings shall be governed by the Arbitration and Conciliation Act 1996."

4. As the Joint Development Agreement provides for resolution of disputes by way of arbitration, the petitioner issued a notice dated 15.07.2025, vide Annexure-E, to the respondent under Section 21 of the Act, invoking the arbitration clause. The respondent submitted a reply dated



03.09.2025, vide Annexure-H. Being dissatisfied with the same, the petitioner has filed the present petition.

5. The respondent filed a caveat and requested time on 05.03.2026, and the matter was adjourned by two weeks. Again, on 10.09.2026, none appeared on behalf of the respondent. Even today, there is no representation on behalf of the respondent and no objection has been filed.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Joint Development Agreement, 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) Sri C.Chandramalle Gowda, 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



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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 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.
- 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