



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF MARCH, 2026

BEFORE

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

CIVIL MISCELLANEOUS PETITION NO. 573 OF 2024

BETWEEN:

SIMPLIWORK OFFICES PRIVATE LIMITED
A COMPANY REGISTERED UNDER THE
INDIAN COMPANIES ACT, 2013
REPRESENTED BY KUNAL WALIA,
HAVING ITS REGISTERED OFFICE AT
2ND FLOOR, UNIT NO.201,
VASWANI CENTROPOLIS,
KHATA NO.21, LANGFORD ROAD,
AKKITHIMANA HALLI, SHANTI NAGAR,
BENGALURU URBAN,
KARNATAKA - 560 027.

...PETITIONER

(BY SRI. PRASANTH V.G., ADVOCATE)

AND:

CAMPARI INDIA PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
UPPER GROUND AND FIRST FLOOR,
SHOP NO.SG-1 AND SF-1,
DT, GREATER KAILASH-II, SOUTH DELHI,
NEW DELHI,
DELHI - 110 048,
REPRESENTED BY ITS DIRECTOR AMIT LAMBA

...RESPONDENT

(BY SRI. DHANANJAY JOSHI, SENIOR COUNSEL FOR
SRI. M.G. KUMAR, ADVOCATE)



THIS CIVIL MISCELLANEOUS PETITION IS FILED UNDER SECTION 11(6) OF THE ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT MR.PRADEEP NAIK, ADVOCATE, PARTNER AT KEYSTONE PARTNERS, BANGALORE, AS HAD BEEN NOMINATED BY THE PETITIONER IN ITS NOTICE DATED 11.10.2024 VIDE ANNEXURE-F OR ANY SUCH OTHER SUITABLE INDIVIDUAL AS THE SOLE ARBITRATOR TO ADJUDICATE THE DISPUTES ARISING OUT OF THE SERVICE AGREEMENT DATED 13.03.2023 VIDE ANNEXURE-A EXECUTED BETWEEN THE PETITIONER AND THE RESPONDENT (ARBITRATION CLAUSE AT PAGE NO.29, SERIAL NOS.17 & 18 OF THE AGREEMENT) AT CLAUSE-18.

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. Sri. Prashanth V.G., learned counsel appearing for petitioner invited the attention of the Court to Clause-17 of the Service Agreement dated 13.03.2023 (Annexure-A) entered into between the petitioner and the respondent and further submitted that the appointment of Arbitrator is necessitated for resolution of the dispute



concerned and in this regard, it is argued that, an independent Arbitrator be appointed for the same.

3. Per contra, Sri. Dhananjay Joshi, learned Senior Counsel appearing on behalf of Sri. M.G. Kumar, learned counsel appearing for respondent invited the attention of the Court to clause-17(b) of the Service Agreement which sets out condition precedent for appointing an Arbitrator under of the Arbitration and Conciliation Act, 1996 (for short 'the Act') and in this regard it is argued by the learned Senior Counsel that there must be a mutual discussion and negotiation between the parties prior to appointment of Arbitrator. As no such event has taken place between the petitioner and the respondent, the appointment of an Arbitrator at this juncture is premature.

4. In support of his argument learned Senior Counsel places reliance on the judgment of this Court in the case of **SOBHA LIMITED VS. NAVA VISHWA SHASHI VIJAYA KRISHNA PROPERTIES PVT. LTD.,**



AND OTHERS reported in **2022 SCC Online KAR 1708**

and submitted that, the petition deserves to be dismissed.

5. In the light of the submissions made by the learned counsels appearing for the parties, it is relevant to extract Clause-17(b) which reads as under:

"17

a.

b. *In the event any dispute, claim or controversy arises under or relating to this Agreement, including without limitation any dispute between the Parties, the Parties shall endeavour to resolve dispute through mutual discussion and negotiation amicably. In case of a failure by the Parties to resolve the dispute amicably within 30(Thirty) days from the date on which such dispute arose, such dispute shall be resolved by a sole arbitrator who shall be mutually appointed by the Parties. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended from*



time to time). Any arbitration award by the sole arbitrator shall be final and binding upon the Parties and shall be enforceable by judgment of a court of competent jurisdiction. The seat of arbitration shall be Bengaluru, Karnataka. The proceedings of arbitration will be in the English language."

(emphasis supplied)

6. On careful perusal of Clause-17(b) of the Service Agreement dated 13.03.2023, which provides for mutual discussion and negotiation between the parties before seeking the appointment of the Arbitrator under the Arbitration and Conciliation Act. In this regard, paragraph-17 of the judgment referred to above reads as under:

"17. In view of the aforesaid discussion, I am of the view that where an agreed procedure of dispute resolution has been made a condition precedent for invoking the arbitration clause, the same is required to be followed."

7. Following the declaration of law made by this Court, I am of the view that the condition precedent for



invoking the arbitration clause has to be complied with, by the parties, before seeking appointment of the Arbitrator is concerned. On the facts and circumstances of the case, such mutual discussion and negotiation has not been done. Even if the learned counsel appearing for the petitioner invited the attention of the Court to Annexure-R2, however, the rejection of the mutual discussion by the respondent is not forthcoming from the petition.

7. In that view of the matter, I am of the opinion that the petitioner has not made out a case for appointment of an Arbitrator under Section 11 of the Act, having regard to the contents of Clause-17(b) of the Service Agreement dated 13.03.2023 (Annexure-A).

8. Accordingly, the Civil Miscellaneous Petition is ***dismissed.***

**SD/-
(E.S.INDIRESH)
JUDGE**