



CNR: KAHC010715462025

NC: 2026:KHC:53907
CMP No. 639 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 639 OF 2025

BETWEEN:

MANJULA. S. R.
W/O RAMAKRISHAIAH
AGED 54 YEARS
R/AT, NO.1644, 3RD MAIN
KOMMAGHATTA ROAD
KENGARI SATELLITE TOWN
BENGALURU-560060.

...PETITIONER

(BY SRI. GANGARAJU C., ADVOCATE)

AND:

GTL INFRASTRUCTURE LTD (GIL)
A COMPANY INCORPORATED UNDER
INDIAN COMPANIES ACT, 1956
REGISTERED OFFICE/AT
GLOBAL VISION, 3RD FLOOR
ELECTRONIC SECTION-2 MIDC
TTC INDUSTRIAL AREA, MAHAPE
NAVI MUMBAI-400410.
REP. BY ITS MANAGING DIRECTOR

RESPONDENT

(RESPONDENT SERVED)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT UNDER SECTION 11(6), ARBITRATION AND CONCILIATION ACT, 1996 ANY ONE OF RETIRED DISTRICT AND SESSION JUDGE FROM KARNATAKA JUDICIARY OR ANY RETIRED DISTRICT JUDGE RESIDING AT BENGALURU AS THE

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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SOLE ARBITRATOR IN RESPECT OF THE DISPUTES BETWEEN THE PETITIONER AND THE RESPONDENTS ARISING UNDER CLAUSE 18 OF THE LICENCE AGREEMENT DATED 9.10.2009 AS PER 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 parties under the License Agreement dated 09.10.2009, particularly in terms of Clause ... thereof, produced at Annexure-A.

2. The brief facts of the case are that the petitioner is the absolute owner of the petition schedule property. The respondent is a company incorporated under the Companies Act; is a holder of an IP Licence issued by the Department of Telecommunications, New Delhi. It is engaged in the business of telecommunication, commercial



and service activities and provides passive infrastructure for telecommunications in India. The respondent entered into a License Agreement dated 09.10.2009 (Annexure-A) with the petitioner for installation of a mobile tower in the petition schedule property. It is the further case of the petitioner that the respondent failed to pay the monthly rentals and that arrears are due towards rent, maintenance charges, electricity and water bills. Subsequently, disputes arose between the parties in relation to the said Agreement.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the License Agreement, issued a notice dated 29.12.2020, vide Annexure-E, to the respondent under Section 21 of the Act. The said arbitration clause 18 reads as under:

"18. Any dispute or claim between the parties hereto arising out of or relating to this agreement, or its implementations and / or its effect, or the breach, termination, due to efflux of time or otherwise, or



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invalidity thereof, either during its subsistence or after its termination, shall be referred to the arbitration of a sole arbitrator in accordance with the provisions of Arbitrations and Reconciliation Act 1996. The jurisdiction shall be held in Bangalore and Arbitration shall be held at Pune.”

4. The respondent sent a reply dated 09.03.2021 vide Annexure-E3 to the said notice. Being dissatisfied with the reply, the present petition is filed seeking appointment of a sole Arbitrator.

5. Notice issued by this Court has been duly served upon the respondent. However, there is no representation on behalf of the respondent.

6. Having regard to the existence of the arbitration clause contained in the Agreement, which provides for resolution of disputes arising between the parties, and the fact that the petitioner has duly invoked the said arbitration clause by issuing notice under Section 21 of the



Act, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of the disputes between the parties.

7. Accordingly, the following:

ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Mr.Mohan S Sankolli, 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 left 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 Arbitrator.



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- 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 **27.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 20