



CNR: KAHC010839962025

NC: 2026:KHC:52775
CMP No. 753 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 753 OF 2025

BETWEEN:

M/S SAI RENIIT PROJECTS PVT LTD
FORMERLY KNOWN AS DHIO BUILD TECH
PROPERTIES PRIVATE LIMITED
A PRIVATE LIMITED COMPANY INCORPORATED
UNDER THE COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE AT
NO.1391/16/1, 19TH MAIN, 17TH CROSS
HSR LAYOUT, 4TH SECTOR, OPP. SHRISTI SCHOOL
BENGALURU -560 102
REP.BY ITS MANAGING DIRECTOR
K. MUNIKRISHNAPPA.

...PETITIONER

(BY SRI. SHIVARAJU M K., ADVOCATE)

AND:

1. M GIRISH DESHPET
FORMERLY KNOWN AS GIRISH
AGED ABOUT 41 YEARS
S/O. R. MARI
2. SMT. MANJULA
AGED ABOUT 54 YEARS
W/O. LATE MALLLAPPA SHETTY
REP. BY HER SON M.GIRISH DESHPET

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





CNR: KAHC010839962025

NC: 2026:KHC:52775
CMP No. 753 of 2025

BOTH ARE R/AT LAKKUR VILLAGE & HOBLI
MALUR TALUK, KOLAR DISTRICT-563130.

...RESPONDENTS

(NOTICE TO R1 & R2 IS HELD SUFFICIENT
V/O DATED:19.09.2026)

THIS CMP IS FILED UNDER SECTION 11(5) OF ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT A SOLE ARBITRATOR BY NAME SHRI C. BENAKANAHALLI, DISTRICT JUDGE(RETD), BENGALURU RURAL COURT, TO RESOLVE THE DISPUTE BETWEEN THE PARTIES HERETO AS PER UNDER SEC. 11(5) OF THE ARBITRATION AND CONCILIATION ACT 1996 AND TERMS OF THE MEMORANDUM OF UNDERSTANDING DATED 13.05.2015 VIDE ANNEXURE A AND TO PASS SUCH OTHER SUITABLE ORDERS AS NECESSARY UNDER THE FACTS AND CIRCUMSTANCES OF THE CASE, IN 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(5) 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 Memorandum of Understanding dated 13.05.2015, particularly in terms of Clause 12 thereof, produced at Annexure-A.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA



2. Brief facts of the case are that the petitioner is a builder/developer by profession. Respondent Nos.1 and 2 are son and mother, respondent No.1 being the absolute owner of land bearing Sy.No.26 measuring 7 acres out of 7 acres 8 guntas and respondent No.2 being the absolute owner of land bearing Sy.No.31/2A measuring 2 acres out of 2 acres 28 guntas and both properties are situated at Jagadenahalli Village, Lakkur Hobli, Malur Taluk, Kolar District. Respondent No.1 acquired the said property under a Release Deed dated 03.01.2011 executed by his mother, Smt.Manjula. The respondents, who were looking for a prospective developer for construction of Villas/Row Houses on joint venture sharing basis, approached the petitioner and accordingly entered into a Memorandum of Understanding dated 13.05.2015. Under the Memorandum of Understanding, possession of both properties was handed over to the petitioner, who paid Rs.10,00,000/- by cheque dated 14.05.2015 and agreed to release the remaining amount upon obtaining residential conversion



order. The parties agreed to share the constructed Villas/Row Houses in the ratio of 33% to the respondents and 67% to the petitioner. It is contended that, despite the receipt of Rs.30,00,000/- in total now, the respondents failed to perform their part and cooperate in the development, resulting in disputes between the parties. Subsequently, disputes arose between the parties in relation to the said Memorandum of Understanding.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Memorandum of Understanding, issued a notice dated 18.08.2025, vide Annexure-B1, to the respondent under Section 21 of the Act. The said arbitration clause 12 reads as under:

"12. This MOU shall be binding on both the parties. Notwithstanding anything herein above contained, in the event of any dispute arises among the parties regarding the interpretation of the covenants and performance of the obligations, the matter shall be referred to an



CNR: KAHC010839962025

Arbitrator to be appointed by both the parties and the decision of the Arbitrator shall be final and binding on the parties. If any party disagree the decision or award of the Arbitrator, the aggrieved party is at liberty to approach the Court of Law at Bangalore Jurisdiction for redressal."

4. Despite service of the said notice, the respondents did not furnish any response. Hence, the present petition is filed seeking appointment of a sole Arbitrator.

5. Notice issued by this Court has been duly served upon the respondents. However, there was no representation on behalf of the respondents. Hence, the service of notice to respondents was held sufficient.

6. Having regard to the existence of the arbitration clause contained in the Memorandum of Understanding, 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



CNR: KAHC010839962025

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) Shri V.H.Wadar, 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 Sole Arbitrator.



CNR: KAHC010839962025

NC: 2026:KHC:52775
CMP No. 753 of 2025

- 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 **23.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

HA
LIST NO.: 1 SL NO.: 15