



CNR: KAHC010844662025

NC: 2026:KHC:48880
CMP No. 763 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 9TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 763 OF 2025

BETWEEN:

SRI VIVEK RAJ
S/O ARUN KUMAR SINHA
AGED ABOUT 38 YEARS
RESIDING AT FLAT NO.814
SVS SPRINGS APARTMENT
KITHAGANUR MAIN ROAD
MATRUSHREE LAYOUT
MARGONDANAHALLI
KR PURAM POST, BANGALORE-560036

...PETITIONER

(BY SRI.S MANOJ KUMAR, ADVOCATE FOR
SRI. ANIL REDDY S., ADVOCATE)

AND:

M/S ZOOM CAR INDIA PRIVATE LIMITED
REG. OFFICE ANJANEYA TECHNO PARK
NO.147, FIRST FLOOR, HAL AIRPORT ROAD
ISRO COLONY, KODIHALLI
BANGALORE-560008
REP. BY ITS MANAGING DIRECTOR.

...RESPONDENT

(RESPONDENT SERVED)

THIS CMP IS FILED UNDER SECTION 11(6) OF
ARBITRATION AND CONCILIATION ACT, 1996 PRAYING TO
REFER THE MATTER FOR ARBITRATION CENTER BY
APPOINTING SOLE ARBITRATOR ON BEHALF OF THE
PETITIONER IN ACCORDANCE WITH CLAUSE 17 OF ZOOM CAR

Digitally signed by
DHANALAKSHMI
MURTHY
Location: HIGH
COURT OF
KARNATAKA



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ASSOCIATE PROGRAMME AGREEMENT DATED 24.10.2016 AT ANNEXURE A AND CLAUSE 11 OF THE LEASE AGREEMENT DATED 24.10.2016 AT ANNEXURE-B EXECUTED BETWEEN THE PETITIONER AND THE RESPONDENT TO CONSIDER THE CLAIM OF PETITIONER 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 petitioner and the respondent in terms of Clause 17 of ZoomCar Associate Programme Agreement dated 24.10.2016 at Annexure-A and Clause 11 of the Lease Agreement dated 24.10.2016 at Annexure-B, thereof.

2. The case of the petitioner is that the respondent is a registered company engaged in the business of renting cars to customers for self-drive purposes. The respondent had proposed a scheme called 'Zoom Car Associate' inviting car owners to attach their vehicles with the



respondent, assuring them of a monthly rental income. It was further assured that, in the case of a new vehicle owner, the respondent would purchase the vehicle from the down payment invested by the Associate, with an agreement to re-register the same in the name of the Associate upon conclusion of the contract period, along with assured rental income.

3. The petitioner had attached his car bearing registration No.KA-51-D-7606, Maruti Swift, with the respondent-Company. The parties entered into two Agreements, namely, (a) ZoomCar Associate Program Agreement dated 24.10.2016, produced at Annexure-A; and (b) Lease Agreement dated 24.10.2016, produced at Annexure-B. Pursuant to the said Agreements, the respondent was regularly paying rent to the petitioner, averaging Rs.18,000/- per month. As per Clause 5 of the Agreement at Annexure-A, the respondent was required to return the car to the petitioner. However, the respondent



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informed the petitioner that the said car had met with an accident.

4. Clause 17 of ZoomCar Associate Programme Agreement dated 24.10.2016 at Annexure-A reads as under:

17. ARBITRATION & JURISDICTION:

(i) In the event of any dispute or difference of opinion between the parties arising out of or in connection with this Agreement or with regard to performance of any obligations by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation.

(ii) However, if the same still remains unresolved after 30 (thirty) days of such dispute coming to the notice of the Parties, then such dispute, difference or question in respect of this Agreement or the subject matter thereof, shall be resolved exclusively by arbitration. Each party to the dispute shall appoint 1 (one) arbitrator each and the 2 (two) arbitrators so appointed shall jointly appoint the third or the presiding arbitrator. The award of the arbitrators shall be final and binding on the Parties and the provisions of the Indian Arbitration and Conciliation



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Act, 1996 or any statutory modifications or re-enactment thereof shall apply to such arbitration. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Bangalore alone shall have the jurisdiction in respect of all matters connected with this Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
(iii) Any Legal Disputes shall be subject to Bangalore city jurisdiction."

5. Clause 11 of the Lease Agreement dated 24.10.2016
at Annexure-B read as under:

"11. DISPUTE RESOLUTION

11.1 Any dispute which arises between the Parties shall be attempted to be resolved by good faith discussions between the Parties. Where the Parties are unable to resolve such disputes by good faith discussions within a period of 30 (thirty) business



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days from the date of a written notice by either Party notifying existence of such dispute, either Party shall be free to refer the dispute to arbitration in accordance with this Clause. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding.

11.2 The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 for the time being in force, and/or any statutory modification or re-enactment thereof. The place and seat of arbitration shall be Bengaluru and the language of the arbitration shall be English.

11.3 The arbitration shall be conducted by I (one) arbitrator to be jointly appointed by the Parties. In case the Parties fail to appoint an arbitrator, within 30 (thirty) days from the submission of dispute for settlement through arbitration in accordance with Clause 11.2 above, the arbitrator shall be appointed in accordance with Indian Arbitration and Conciliation Act, 1996.

11.4 The award rendered shall be in writing and shall set out the facts of the dispute and the reasons for the arbitrator's decision.

11.5 Notwithstanding anything contained in this Agreement, the Parties acknowledge and agree that the covenants and obligations with respect to the



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matters covered by this Agreement and set forth herein relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause irreparable loss and injury to the aggrieved Party. Therefore, notwithstanding the provisions of this Agreement, either Party shall be entitled to approach any appropriate forum for obtaining an injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate".

6. Since disputes arose between the parties and there is a mechanism for redressal of such disputes by way of arbitration, the petitioner issued a notice dated 07.04.2025 vide Annexure-H to the respondent in terms of Section 21 of the Act, invoking the arbitration clause. Despite service of the said notice, the respondent did not furnish any response. Hence, the petitioner has filed the present petition.



7. Notice issued by this Court has been duly served upon the respondent. Despite service of notice, none appears on behalf of the respondent.

8. In view of the above, and having regard to the existence of the arbitration clause contained in the aforesaid Agreements, 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) Mr.C.S.Malagi, 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 kept open.



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- 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 28.09.2026 at 11:30 a.m.

Sd/-
(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 7