HC-KAR
CNR: KAHC010079702026

NC: 2026:KHC:64184
CMP No. 57 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF NOVEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 57 OF 2026

BETWEEN:

1. SRI SOHAN LAL
   AGED ABOUT 55 YEARS
   S/O SRI POKAR RAMJI .

2. SMT SUNDARI DEVI
   AGED ABOUT 51 YEARS
   W/O SRI SOHAN LAL

3. SRI KHIVRAJ
   AGED ABOUT 50 YEARS
   W/O SRI POKAR RAMJI

4. SMT HIRI DEVI
   AGED ABOUT 47 YEARS
   W/O SRI KHIVRAJ
   ALL ARE R/AT 166 NEAR MUTHYLAMMA TEMPLE
   BHAVANI ROAD HEBBA GODI
   BANGALORE-560099.

...PETITIONERS

(BY SMT. ANUPAMA M V.,ADVOCATE)

AND:

SRI RAVI SHANKAR
AGED ABOUT 44 YEARS
S/O SRI S K PATHAK
R/ AT NO. D4 301 SNN RAJ GREENBAY

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HAREKOPPA THIMMANNA GOWDA

BEHIND TECH MAHINDRA
ELECTRONIC CITY PHASE -2
BANGALORE-560100
MOB 9900893091
ALSO AT
PRIME ARCADE SITE NO. 1002
ANATH NAGAR PHASE-2 18TH CROSS
3RD FLOOR ELECTRONIC CITY
PHASE-2 ELECTRONIC CITY
BANGALORE-560100.

…RESPONDENT

(NOTICE TO RESPONDENT IS HELD SUFFICIENT
V/O DATED: 24.09.2026)

THIS CMP IS FILED UNDER SECTION 11 (5) OF THE ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT AN INDEPENDENT ARBITRATOR TO HEAR AND DECIDE THE DISPUTES BETWEEN THE PETITIONER AND RESPONDENT PURSUANT TO ARBITRATION CLAUSE 19 IN THE RENTAL AGREEMENT DATED 14.04.2023 AT ANNEXURE A ENTERED INTO BETWEEN THE PARTIES, IN THE INTEREST OF JUSTICE .

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 Rental Agreement dated 14.04.2023,

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particularly in terms of Clause 19 thereof, produced at Annexure-A.

2. The brief facts of the case are that the petitioners and the respondent entered into a Rental Agreement dated 14.04.2023, whereby the petitioners let out commercial premises bearing No.1002, situated on the 3rd Floor of Prime Arcade Complex, Electronic City, Bengaluru, to the respondent for a period of six years commencing from 15.04.2023. The monthly rent was fixed at Rs.1,00,000/- for the first year, with an annual escalation of 5%, besides maintenance charges of Rs.5,000/- per month. The respondent took possession of the premises on 15.04.2023 and agreed to pay the monthly rent on or before the 10th day of every month. It is the case of the petitioners that the respondent initially agreed to pay the rent as per the terms of the Rental Agreement but subsequently failed to pay the rent from December 2024 to February 2025 and from April 2025 to October 2025.

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Subsequently, disputes arose between the parties in relation to the said Rental Agreement.

3. As the disputes arose between the parties, the petitioners, invoking the arbitration clause contained in the Rental Agreement, issued a notice dated 22.12.2025, vide Annexure-E, to the respondent under Section 21 of the Act. The same was served on the respondent. The said arbitration clause 19 reads as under:

> *"19. ARBITRATION AND JURISDICTION:*
>
> *If any disputes arise between the Lessor and the Lessee, the same shall be referred to a Sole Arbitrator to be appointed by the parties by mutual consent or through the process of the Court in accordance with the provision of the Arbitration and Conciliation Act, 1996 or such corresponding law for the time being in force the venue of Arbitration shall be in the courts of Bangalore only and the language and proceedings shall be English Only."*

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

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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 Rental Agreement, which provides for resolution of disputes arising between the parties, and the fact that the petitioners have 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) Dr.S.B.N.Prakash, 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,

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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 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 **06.01.2027** at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

HA
LIST NO.: 1 SL NO.: 33