HC-KAR
NC: 2026:KHC:60866
CMP No. 256 of 2025
CNR: KAHC010292312025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 256 OF 2025 (-)

BETWEEN:

K J NAGENDRA GUPTA
AGED ABOUT 73 YEARS
S/O K.CJEJANNA SHETTY
R/O EKADANTA, OPPOSITE GOWDA SAMAJ
CHUDEGOWDABADAVANE, 4TH BLOCK
KUSHALNAGAR TOWN
KODAGU DISTRICT- 571234.

…PETITIONER

(BY SRI. SYED AHMED., ADVOCATE)

AND:

M/S COORG CINEPLEX
A PARTNERSHIP FIRM
R/BY ITS PARTNERS
UR UMESH, K G SUDHINDRA
B.M ROAD, KUSHALNAGAR TOWN
KUSHALNAGAR, KODAGU DISTRICT-571234.

…RESPONDENT

(BY SRI. RAGHUNATHA K., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996., PRAYING TO APPOINT THREE ARBITRATORS ONE FOR PETITIONER ANOTHER FOR THE RESPONDENT AND AN INDEPENDENT ARBITRATOR TO ADJUDICATE THE DISPUTE REGARDING EVICTION, PAYMENT OF ARREARS OF RENT, SPECIFIC PERFORMANCE, AND VIOLATION OF LEASE DEED DATED 15.02.2014 AND MOU DATED 14.06.2024 SUBSISTING

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HAREKOPPA THIMMANNA GOWDA

BETWEEN THE PARTIES AT ANNEXURE - A AND B AS PER CLAUSE 23 OF THE LEASE DEED AND EMPOWER THE SAID ARBITRATOR TO ISSUE ORDERS RELATING TO INTERIM RELIEFS, TO ADJUDICATE UPON ANY PAYMENTS IF ANY, COST OF ARBITRATION PROCEEDINGS AND PASS SUCH FURTHER ORDERS AS MAY BE NECESSARY 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 Lease Deed dated 15.02.2014 (Annexure-A) and Memorandum of Understand dated 14.06.2024 (Annexure-B), particularly in terms of Arbitration Clause 23 mentioned thereof.

2. The brief facts of the case are that the petitioner is the owner of the property bearing Sy.No.73/A, situated at 1st Block, Kushalnagar Town, Kushalnagar, Somwarpet Taluk, Kodagu District, measuring 12.5 cents. The

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respondent entered into a Lease Deed dated 15.02.2014 with the petitioner for a period of ten years commencing from 01.06.2014, for the purpose of running a cineplex in the said property. The Lease Deed contains an arbitration clause providing for the resolution of disputes arising between the parties, besides stipulating various terms and conditions governing the lease. Upon expiry of the lease period, the parties entered into a Memorandum of Understanding (for short 'MOU') dated 14.06.2024 (Annexure-B), extending the lease period until 31.08.2024. The said MOU further provides that all other terms, conditions and clauses contained in the Lease Deed dated 15.02.2014 shall continue to apply mutatis mutandis. Subsequently, disputes arose between the parties in relation to the aforesaid Lease Deed and the MOU.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the

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Lease Deed, issued a notice dated 11.02.2024 vide Annexure-F, to the respondent under Section 21 of the Act. The said arbitration clause 23 contained in the Lease Deed dated 15.02.2014 reads as under:

> *"23. If any disputes arises between the parties in respect of the terms & conditions of this deed during the lease period shall be referred to the Arbitration of Two Arbitrators one to be appointed by each party and the decision of the Arbitrators is final and is binding on both the parties."*

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.

5. Learned counsel for the respondent submits that the respondent has no objection to the appointment of a Sole Arbitrator. However, he contends that certain necessary parties have not been impleaded in the present proceedings.

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6. Both the parties have expressed their consent for appointment of a Sole Arbitrator for adjudication of the disputes arising between them.

7. Having regard to the existence of the arbitration clause contained in the Lease Deed, 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.

8. Insofar as the contention regarding non-impleadment of certain necessary parties is concerned, it is open to either party to raise the said issue before the learned Arbitrator and seek impleadment of such parties, if their presence is considered necessary for effective adjudication of the disputes. In the event of any such application being

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filed, the learned Arbitrator shall consider the same and pass appropriate orders in accordance with law.

9. Accordingly, the following:

ORDER

a) Civil Miscellaneous Petition is **allowed**.

b) Hon'ble Smt.Justice M.G.Uma, Former Judge, High Court of Karnataka, 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 Hon'ble Smt.Justice M.G.Uma.

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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 30.11.2026 at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 0