HC-KAR
CNR: KAHC010411302026

NC: 2026:KHC:62532
CMP No. 305 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 12TH DAY OF NOVEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 305 OF 2026

BETWEEN:

MOTO BUSINESS SERVICE INDIA PRIVATE LIMITED
A COMPANY INCORPORATED UNDER
THE COMPANIES ACT, 2013
HAVING ITS REGISTERED OFFICE AT
SALARPURIA ANNEX, 2ND FLOOR, 1, LUSKAR
HOSUR ROAD, CHIKKU LAKSHMAIAH LAYOUT
KORAMANGALA, BENGALURU
KARNATAKA - 560 030
REP. BY ITS AUTHORIZED REP.
MR. AAYUSH SINHA
S/O MR. RAJESH KUMAR SINHA
AGED ABOUT 27 YEARS
AAYUSH.S@MBIZ-SERVICE.COM

...PETITIONER

(BY SRI. TARUNN SURANA., ADVOCATE)

AND:

UJRA BOLT EMOBILITY PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 2013
HAVING ITS REGISTERED OFFICE AT
HS-28, 2ND FLOOR, FLAT NO 10
KAILASH COLONY, NEW DELHI-110048
ALSO AT HS-13 SECOND FLOOR
NEAR ANUPAMA SWEETS
KAILASH COLONY MAIN MARKET
NEW DELHI-110048

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HAREKOPPA THIMMANNA GOWDA

REP. BY ITS DIRECTOR
ADITYA KUMAR
ADITYA.KUMAR@URJABOLT.COM

…RESPONDENT

(RESPONDENT SERVED UNREPRESENTED)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT A SOLE ARBITRATOR IN TERMS OF THE CLAUSE 15.2 OF THE MASTER LEASE AGREEMENT DATED 14.10.2022 (ANNEXURE - A) AND DIRECT CONSTITUTION OF THE ARBITRAL TRIBUNAL TO ADJUDICATE THE DISPUTES BETWEEN THE PETITIONER AND THE RESPONDENT IN TERMS OF ARBITRATION AND CONCILIATION ACT, 1996 AS AMENDED TILL DATE.

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 Master Lease Agreement dated 14.10.2022, particularly in terms of Clause 15.2 thereof, produced at Annexure-A.

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2. The brief facts of the case are that the petitioner and the respondent entered into a Master Lease Agreement dated 14.10.2022, whereby the petitioner agreed to lease twenty electric three-wheeler vehicles to the respondent for a period of forty-eight months upon payment of agreed monthly lease rentals. Pursuant to the agreement, the petitioner supplied the vehicles and performed all its contractual obligations, while the respondent was required to make timely payment of lease rentals, traffic challans and other dues under the agreement. However, the respondent committed persistent defaults in payment of lease rentals and other contractual obligations. Despite repeated reminders, emails and notices issued by the petitioner, the respondent failed to clear the outstanding amounts. Though eighteen vehicles were subsequently repossessed by the petitioner, two vehicles continued to remain in the possession of the respondent, contrary to the terms of the Lease Agreement. The petitioner issued various communications and notices, including a legal

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notice dated 24.10.2025, demanding payment of certain outstanding dues and return of the remaining two vehicles. However, the respondent failed to comply with the demands, giving rise to a dispute 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 Master Lease Agreement, issued a notice dated 16.04.2026, vide Annexure-Y, to the respondent under Section 21 of the Act through Email. The said arbitration clause 15.2 reads as under:

> *"15.2. Arbitration & Jurisdiction*
>
> *(i) All disputes, differences, claims and demands arising under or pursuant to or concerning this agreement shall be negotiated in good faith, and the Parties shall try to resolve the disputes amicably. In the event the Parties are unable to resolve the dispute amicably, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory amendment or re amendment or re-enactment thereof, subject to following rules:*

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(a) Arbitration shall be conducted by a sole arbitrator to be appointed mutually by the Parties.

(b). The language of arbitration shall be English, and place of arbitration shall be Bengaluru.

(c) The respective costs of arbitration shall be borne equally by the Parties in the first instance; however, the successful Party shall be entitled to the costs of arbitration including legal and recovery costs.

(d) The award shall be a speaking award and shall be binding on the Parties.

(ii) The laws of India shall govern this Agreement. Subject to arbitration clause above, the courts in Bengaluru shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Agreement."

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 Master Lease 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) Hon'ble Mr.Justice Ram Mohan Reddy, 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

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(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 Mr.Justice Ram Mohan Reddy, Former Judge, High Court of Karnataka.

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 **18.12.2026** at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

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LIST NO.: 1 SL NO.: 39