HC-KAR
NC: 2026:KHC:54784
CMP No. 355 of 2026
CNR: KAHC010463242026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 1ST DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 355 OF 2026

BETWEEN:

1. M/S. DURGA PROJECTS AND
INFRASTRUCTURE PVT LTD
HAVING ITS OFFICE AT NO.1127
SECTOR 7, NEAR BDA COMPLEX
HSR LAYOUT, BANGALORE - 560102
REP. BY ITS DIRECTOR
MR. NIRAJ JHUNJHUNWALA.

2. SMT. SHANTA KUMARI
W/O SHRI N NAGRAJ
AGED ABOUT 69 YEARS

3. SRI.V.VENKATESH
S/O LATE C V VENKATAPPA
AGED ABOUT 64 YEARS

4. SRI.A.KRISHNA REDDY
SINCE DEAD BY LR
MR.K. DAYANAND
S/O LATE A KRISHNA REDDY
AGED ABOUT 50 YEARS,

5. SMT.GAJALAKSHMI
W/O SRI PRABHAKAR REDDY
AGED ABOUT 53 YEARS.

6. SMT.GOWRAMMA
W/O LATE LOKESH REDDY
AGED ABOUT 57 YEARS

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HAREKOPPA THIMMANNA GOWDA

7. SRI.N.A.BABU REDDY
S/O LATE N A APPANA REDDY
AGED ABOUT 70 YEARS.

ALL ARE REP. BY THEIR GPA HOLDER
M/S DURGA PROJECTS AND
INFRASTRUCTURE PVT LTD
NOW HAVING ITS OFFICE AT NO.1127
SECTOR 7, NEAR BDA COMPLEX
HSR LAYOUT, BANGALORE - 560102
REP. BY ITS DIRECTOR
MR. NIRAJ JHUNJHUNWALA

…PETITIONERS

(BY SRI. S K MITHUN., ADVOCATE)

AND:

M/S EMBARCADERO VENTURES LLP,
OFFICE AT NO. 1A,
KUSHAL GARDEN ARCADE
6TH FLOOR, C-BLOCK, II PHASE
PEENYA INDUSTRIAL AREA
BANGALORE - 560058
REP. BY ITS PARTNER
MR.V.RADHAKRISHNAN
G9, ALI YAVAR JUNG MARG
BANDRA EAST, MUMBAI - 400 051.

…RESPONDENT

(RESPONDENT SERVED AND UNREPRESENTED)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT A SUITABLE PERSON AS AN ARBITRATOR TO ADJUDICATE THE DISPUTE BETWEEN THE PETITIONER AND RESPONDENT IN PURSUANCE OF CLAUSE NO.19(19.1) AT PAGE NO.14 OF AGREEMENT TO SELL DATED 29.9.2014 PRODUCED VIDE ANNEXURE - A 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

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HAREKOPPA THIMMANNA GOWDA

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ORAL ORDER

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 Agreement to Sell dated 29.09.2014, particularly in terms of Clause No.19.1 thereof, produced at Annexure-A.

2. The brief facts of the case are that the petitioners entered into an Agreement to Sell dated 29.09.2014. As per the conditions of the agreement, respondent has to purchase the Flats in the property belonging to the petitioners. Subsequently, disputes arose between the parties in relation to the said Agreement to Sell.

3. As the disputes arose between the parties, the petitioners, invoking the arbitration clause contained in the Agreement to Sell, issued a notice dated 23/03/2023, vide

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Annexure-C, to the respondent under Section 21 of the Act. The said arbitration clause 19.1 reads as under:

> *"19. Arbitration:-*
>
> *19.1. All disputes or differences relating to or arising out of or in connection with this agreement, shall be mutually discussed and settled between the parties. However, disputes or differences arising out of and or in connection with and or in relation to this transaction/agreement, which cannot be amicably settled, shall be finally decided and resolved by binding arbitration by a sole arbitrator in accordance with the provisions of the Arbitration and reconciliation Act, 1996 and the Arbitration Centre Karnataka Rules 2012. The arbitration shall be held in Bangalore at The Arbitration Centre Karnataka or at another mutually acceptable venue, if the proposed venue is unavailable for any reason, and the award of the arbitrator shall be rendered in English."*

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 Agreement to Sell, 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) Sri Vishwanath V.Angadi, a 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 30.10.2026 at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

CM
LIST NO.: 1 SL NO.: 44