HC-KAR
NC: 2026:KHC:62537
CMP No. 454 of 2025
CNR: KAHC010533202025

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. 454 OF 2025

BETWEEN:

ORCHARD ADVERTISING PRIVATE LIMITED
PRESENTLY AT PLOT NO. 315
UDYOG VIHAR PHASE -IV
GURGAON, HARYANA -122015
REP. BY HIS AUTHORIZED SIGNATORY
MR PRINCE KHANEJA.

...PETITIONER

(BY SMT. HITTINHALLI VARSHA DILIP., ADVOCATE)

AND:

ACE TURTLE OMNI PVT LTD
REGISTERED OFFICE AT
701 TOWER C, 7TH FLOOR
DIAMON DISTRICT PID NO. 73-1-150/C-C-6
NO. 150, AIRPORT ROAD, KODIHALLI
BANGALORE, KARNATAKA-560008.

...RESPONDENT

(BY SRI. SUSHAL TIWARI N., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(5) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT A SOLE ARBITRATOR TO DECIDE AND ADJUDICATE UPON THE DISPUTE BETWEEN THE PETITIONER AND THE RESPONDENT ARISING OUT OF THE AGREEMENT DATED 16.07.2021 IN ACCORDANCE WITH THE ARBITRATION AGREEMENT CONTAINED (ANNEXURE - A) ARBITRATION CLAUSE 22.

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HAREKOPPA THIMMANNA GOWDA

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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 Agreement for Creative Services dated 16.07.2021, particularly in terms of Clause 22 thereof, produced at Annexure-A.

2. The brief facts of the case are that the petitioner, Orchard Advertising Private Limited, is a digital marketing and advertising agency and was appointed as the creative and media agency of the respondent, Ace Turtle Omni Private Limited, under a Creative Services Agreement dated 16.07.2021, along with two addendums dated 06.07.2022 and 10.08.2023 for the purpose of further extending the term of the Principal Agreement. As per the Agreement, the petitioner was required to raise monthly

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invoices towards retainership fees and the respondent was required to make timely payments without deduction. The petitioner provided the agreed services to the satisfaction of the respondent and raised invoices pursuant to confirmed purchase orders. However, the respondent failed to make payments towards the invoices raised amounting to Rs.76,34,000/-. Though the respondent acknowledged its liability through emails dated 26.05.2023, 16.06.2023 and 28.09.2023, and subsequently made a part payment of Rs.8,26,000/- on 15.05.2024, the remaining dues amounting to Rs.68,08,600/- were not paid, thereby 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 Agreement for Creative Services, issued a notice dated 02.05.2025, vide Annexure-H, to the respondent under

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Section 21 of the Act. The said arbitration clause 22 reads as under:

> *"22.* ***ARBITRATION***
>
> *Any disputes, controversies or disagreements relating to this Agreement, including but not limited to any question regarding its existence, validity or termination, shall be settled amicably by the Parties. In case of failure of the Parties to settle such dispute/s within fifteen (15) days of one Party giving notice of such dispute/ breach to the other Party, either Party shall be entitled to refer the dispute to the sole arbitrator who shall be appointed by mutual agreement of both the Parties. The arbitration proceedings shall be conducted in Bangalore and the same shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 in force or any subsequent amendment or re-enactment thereof. The language of arbitration shall be 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.

5. The learned counsel for the respondent submits that respondent has no objection to the appointment of a sole

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Arbitrator and that all the contentions of the parties may be left open to be urged before the learned Arbitrator.

6. Having regard to the existence of the arbitration clause contained in the Agreement for Creative Services, 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) Smt.Premavathi Managoli, 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 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 **17.12.2026** at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

HA
LIST NO.: 1 SL NO.: 24