HC-KAR
CNR: KAHC010550042024

NC: 2026:KHC:61444
CMP No. 469 of 2024

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF NOVEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 469 OF 2024

BETWEEN:

SRI GAJENDRA REDDY
S/O BAKKI REDDY
AGED ABOUT 51 YEARS
R/AT OLD NO.21, NEW NO. 39
12TH CROSS, 2ND CROSS, 2ND MAIN
B.K.NAGAR, BANGALORE - 560022

ALSO THE PARTNER OF
M/S ABBU ASSOCIATES
A REGISTERED PARTNERSHIP FIRM
NO. 11, BRINDAVANA NAGAR
OPP. J.P.PARK, TANK BUND ROAD
MATHIKERE, BANGALORE – 560054

...PETITIONER

(BY SRI. VISHNU HEGDE., ADVOCATE)

AND:

1. M/S ACERON INFRASTRUCTURES
PARTNERSHIP FIRM NO.2386/2387
RITHIQ PLAZA, 60 FEET WIDE ROAD
SAHAKARNAGR, BENGALORE - 560 094
REP. BY ITS PARTNER A. MANJUNATH.

2. MR. A.MANJUNATH
S/O ARUNACHALAM
AGED ABOUT 45 YEARS
R/AT NO.563, 8TH MAIN ROAD

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

HMT LAYOUT, 2ND BLOCK
VIDYARANYAPURA
BANGALORE - 560 097.

3. MR. R. HARIKRISHNA
S/O V.RAJAGOPAL
AGED ABOUT 46 YEARS
R/ AT 330/2, CQAL LAYOUT
SAHAKARNAGAR, BANGALORE - 560 092.

4. MR. MOHAN KUMAR N
S/O NARASIMHAIAH
AGED ABOUT 51 YEARS
R/ AT NO.23, 1ST CROSS
1ST MAIN ROAD, GANAPATHI NAGAR
3RD PHASE, LAGGERE
BANGALORE - 560 058.

5. MR. MANJUNATH
S/O SHANKARAPPA
AGED ABOUT 57 YEARS
R/AT NO.80, SRI VINAYAKA
1ST BLOCK, 2ND STAGE, NAGARBHAVI
BANGALORE - 560 072.

6. MR. C.VENKATESH
S/O CHIKKAHANUMAIAH
AGED ABOUT 62 YEARS
R/ AT NO.295, 7TH CROSS
6TH BLOCK, 2ND STAGE, NAGARBHAVI
BANGALORE-560 072.

7. MR B LAXMANA
S/O SRI BORALINGAIAHA
AGED ABOUT 56 YEARS
R/AT 40/1, MANJUSHREE
6TH MAIN ROAD, MEENAKSHI NAGAR
BASAVESHWARA NAGAR
BANGALORE - 560 079.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

8. MR. VINOD LAXMAN BADENKAL
S/O LATE LAXMAN BADENKAL
AGED ABOUT 48 YEARS
R/ AT NO.657, 11TH CROSS
COFFEE BOARD LAYOUT, HEBBAL
KEMPAPURA, BANGALORE - 560 024.

9. SMT. PREMA MOHAN KUMAR
W/O MR. MOHAN KUMAR N
AGED ABOUT 47 YEARS
R/ AT NO.23, 1ST CROSS, 1ST MAIN ROAD
GANAPATHI NAGAR, 3RD PHASE
LAGGERE, BANGALORE - 560 058.

10. MR. JAWAHAR LAL KOTHARI
S/O LATE BABULAL KOTHARI
AGED ABOUT 61 YEARS
R/AT 18/12, 4TH FLOOR, NS BHAVAN
4TH CROSS, GANDHI NAGAR
BANGALORE 560 009.

11. MR.MANJU PRABHU.C
S/O CHITTIBABU .A
AGED 40 YEARS
NO.445, 65TH CROSS, 5TH BLOCK
RAJAJI NAGAR, BANGALORE - 560 010.

12. SMT. N. SARASWATHI
D/O SRI R.NARAYAN
AGED ABOUT 51 YEARS
NO.995, NEW STREET (HOSA BEEDHI)
YELAHANKA OLD TOWN
YELAHANKA POST, BANGALORE - 560 064.

13. MR. N.UMESH
S/O R.NARAYAN
AGED ABOUT 48 YEARS
NO.995, NEW STREET (HOSA BEEDHI)
YELAHANKA OLD TOWN, YELAHANKA POST
BANGALORE - 560 064.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

14. SMT. SUBHAMANGALA
D/O SRI R.NARAYAN
AGED ABOUT 47 YEARS
NO.995, NEW STREET (HOSA BEEDHI)
YELAHANKA OLD TOWN, YELAHANKA POST
BANGALORE - 560 064.

…RESPONDENTS

(BY SRI. RAJANNA., ADVOCATE FOR R1 & R3:
PETITION IS DISMISSED AGAINST THE R3 TO R14:
V/O DATED: 05.02.2026)

THIS CMP IS FILED UNDER SECTION 11(6) OF TE ARBITRATION AND CONCILIATION ACT 1996 PRAYING TO ALLOW THE PETITION BY APPOINTING THE COMPETENT PERSON AS THE SOLE ARBITRAROR AND DRECT HIM TO ADJUDICATE ALL THE DISPUTES AND DIFFERENCE BETWEEN THE PETITIONER AND THE RESPONDENTS ARE PER CLAUSE 7 OF THE TERMS OF THE AGREEMENT CUM MEMORANDUM OF UNDERSTANDINGS DATED: 12.09.2020 AT ANNEXURE-A.

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 Agreement cum Memorandum of Understandings dated 12.09.2020, particularly in terms of Clause 7 thereof, produced at Annexure-A.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

2. The brief facts of the case are that the petitioner, along with his brother, was a partner in M/s ABBU Associates. Respondent No.1, represented by its partners, respondent Nos.2 to 11, entered into a Construction Agreement dated 05.07.2014 with the petitioner and his brother for construction of a building in the schedule property. Subsequently, a Memorandum of Understanding dated 31.03.2016 and a Sale Agreement dated 18.04.2016 were executed in favour of the petitioner and his brother. Thereafter, on 10.09.2020, the land owners, respondent Nos.12 to 14, respondent No.1 and the petitioner entered into an agreement to sell towards payment of the balance amount and allotment of flats to the petitioner. In view of certain issues concerning the accounts, at the request of the petitioner, on 12.09.2020, respondent No.1 and the petitioner entered into an Agreement-cum-Memorandum of Understanding vide Annexure-A agreeing to pay the outstanding construction

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

amount and allot flats to the petitioner, which contains an arbitration clause under Clause 7. Subsequently, disputes arose between the parties in relation to the said Agreement regarding payment of the outstanding construction amount and allotment of flats.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Agreement cum Memorandum of Understanding, issued a notice dated 25.03.2023, vide Annexure-G, to the respondent under Section 21 of the Act. The said arbitration clause 7 reads as under:

> *"7. DISPUTE RESOLUTION*
> *In the event of there being any dispute or difference arising out of or in connection with the terms and conditions of these presents or any of the related writings or documents in connection with these presents, the claims / disputes shall be referred to the arbitration of a sole arbitrator as consented by the Party of the first part and second part as per the Arbitration and conciliation Act, 1996, or any statutory modification or re-enactment thereof. In the event of non-agreement between the Party,*

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

either Party shall be entitled to get an arbitrator appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof shall apply to such arbitration. All arbitration proceedings under this Agreement shall be held at Bangalore."

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 appearing for the respondents submitted that there is no dispute between the parties. However, he submitted that, the matter may be referred to the 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 cum Memorandum of Understanding, which provides for resolution of disputes arising between the parties, and the fact that the

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

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 K.Bhakthavatsala, 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

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

Bhavan, Bengaluru, and also to Hon'ble Mr.Justice K.Bhakthavatsala, 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 **17.12.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

HA
LIST NO.: 1 SL NO.: 33