HC-KAR

NC: 2026:KHC:51733
CMP No. 643 of 2025

CNR: KAHC010719892025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 21ST DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 643 OF 2025

BETWEEN:

M/S JINDAL INTELLICOM LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE AT
28 SHIVA MARG NEW DELHI-110015.
REP. BY ITS AUTHORIZED SIGNATORY
MR AJAY BHATIA

...PETITIONER

(BY SRI. N.DILLI RAJAN., ADVOCATE)

AND:

1. M/S ILLINDRA WORK SPACE PVT LTD.,
HAVING ITS OFFICE AT
NO.11 3RD FLOOR LION SEAL BUILDING
DOLLARS LAYOUT, J P NAGAR 4TH PHASE
BANGALORE-560078.

2. MR I N CHANDRASEKHAR RAO
DIRECTOR M/S LINDRA WORK
SPACE PVT LTD HAVING ITS
OFFICE AT NO.11 3RD FLOOR
LION SEAL BUILDING DOLLARS LAYOUT
J P NAGAR 4TH PHASE
BANGALORE-560078
INDIA.

...RESPONDENTS

(R1 AND R2 SERVICE HELD SUFFICIENT)

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THIS CMP IS FILED UNDER SECTION 11(5) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO EXERCISE THE POWERS UNDER SECTION 11 OF THE ARBITRATION AND CONCILIATION ACT 1996 AND APPOINT A SOLE ARBITRATOR TO ADJUDICATE ALL DISPUTES BETWEEN THE PARTIES IN TERMS OF CLAUSE 17 OF THE SUB LEASE DEED DATED 23.09.2022 (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(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 petitioner and the respondents under the Sub Lease Deed dated 23.09.2022, particularly in terms of Clause 17 thereof, produced at Annexure-A.

2. Brief facts of the case are that the petitioner and respondent No.1 represented by respondent No.2 entered into a Sub-Lease Deed dated 23.09.2022 vide Annexure-A in respect of 3rd floor of premises bearing No.9, 'Attic Space Karna', Sarjapur-Marathahalli road, Koramangala,

Bengaluru measuring 6,500 sq.ft. for a period of 3 years. In terms of Clause 3 thereof, the petitioner has paid an Interest Free Security Deposit of Rs.36,00,000/-. It is submitted that after expiry of lock-in period of 21 months, the petitioner in terms of Clause 8 of the said Deed, issued 3 months termination notice dated 20.06.2024, which came into effect from 23.09.2024 vide Annexure-B. The petitioner vacated the premises and handed over peaceful vacant possession to the respondents. It is further submitted that in terms of Clause 3(c) of the Deed, the respondents were liable to refund the balance security deposit immediately after termination. Thereafter, once the rent and other liabilities have been adjusted, a sum of Rs.14,85,776/- was said to be due. At the time of handing over possession, the respondents assured to refund the same within 3 days, but have failed to do so. The petitioner issued reminder dated 29.10.2024 to refund of Rs.14,85,776/- vide Annexure-C. The respondents have not refunded the amount, thereby committing breach of

the terms of the Sub-Lease Deed. Subsequently, disputes arose between the parties in relation to the said Sub Lease Deed.

3. The Sub Lease Deed contains an arbitration clause, namely, Clause 17, which reads as under:

> *"**17. DISPUTE RESOLUTION:***
>
> *Any difference/dispute arising out of or in connection with this Sub-Lease Deed including with respect to the validity, interpretation, implementation or alleged breach of any provision of Sub-Lease Deed, the affected party shall issue a notice ("Notice of Dispute") to the other party stating the nature of the difference ("Dispute") and call upon the other Party to resolve the Dispute. The Parties shall use all reasonable efforts to resolve the Dispute through negotiations and conciliation. If the Dispute cannot be settled through negotiations and conciliation within 30 (Thirty) days from the date of service of the Notice of Dispute, the Dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any enactment of statutory modification thereof. The arbitration proceedings shall be in the English language and shall be held in Bangalore. The Parties shall each appoint one arbitrator and the two arbitrators So appointed shall thereupon appoint the third arbitrator."*

4. As the Sub Lease Deed provides for resolution of disputes by way of arbitration, the petitioner issued a notice dated 07.07.2025, vide Annexure-E, to the respondent under Section 21 of the Act, invoking the arbitration clause. Despite service of the said notice, the respondent did not furnish any response. Hence, the petitioner has filed the present petition.

5. Notice issued by this Court has been duly served upon the respondent. Despite service of notice, none appears on behalf of the respondent. The petitioner has taken substitute service by way of paper publication. This Court, on 24.08.2026, has held the service of notice to be sufficient.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Sub Lease Deed, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of

the disputes between the parties. Accordingly, the following:

ORDER

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

b) Ms.Sneha Nagaraj, Advocate 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 kept 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.

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f) Parties are directed to appear before the Director, Arbitration and Conciliation Centre, Bengaluru, on **16.10.2026** at 11:30 a.m.

(H.T. NARENDRA PRASAD)
JUDGE

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LIST NO.: 1 SL NO.: 16