HC-KAR

NC: 2026:KHC:56363
CMP No. 59 of 2025

CNR: KAHC010072692025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 8TH DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 59 OF 2025

BETWEEN:

1. MR. MAHESH SUDARSHAN RAO
AGED ABOUT 63 YEARS
S/O MR. GAURAVARAM
NAVALUR SUDARSHAN RAU
R/AT 1740, 9TH CROSS
J P NAGAR, 2ND PHASE
BENGALURU-560078.

2. MR. GAURAVARAM
NAVALUR SUDARSHAN RAU
AGED ABOUT 95 YEARS
S/O MR. G N KOTHANDA RAMAN
R/ AT 1740, 9TH CROSS, J P NAGAR
2ND PHASE,
BENGALURU-560078.

...PETITIONERS

(BY SRI. SRINTHAN HAMPI., ADVOCATE)

AND:

1. G R NATARAJ
HINDU UNDIVIDED FAMILY
REP. BY ITS KARTA
MR. G R NATARAJ
PRESENTLY R/AT WILASA GRAND VILLAMENTS
APARTMENT, Z-001
DODDAKALLASANDRA

12TH KILOMETER KANAKAPURA ROAD
J P NAGAR, 9TH PHASE
BENGALURU-560062.

2. MR. GR NATARAJ
(A CO-PARCENER)
PRESENTLY R/AT WILASA GRAND VILLAMENTS
APARTMENT Z-001 DODDAKALLASANDRA
12TH KILOMETER, KANAKAPURA ROAD
JP NAGAR, 9TH PHASE,
BENGALURU-560062.

3. MRS. SUNEETHA NATARAJ
PRESENTLY R/AT WILASA GRAND VILLAMENTS
APARTMENT Z-001 DODDAKALLASANDRA
12TH KILOMETER, KANAKAPURA ROAD
J P NAGAR, 9TH PHASE
BENGALURU-560062.

4. MR. CHETAN G R
PRESENTLY R/ AT APARTMENT NO. Z-401
WILASA GRAND VILLAMENTS
DODDAKALLASANDRA, 12TH KILOMETER
KANAKAPURA ROAD, JP NAGAR
9TH PHASE,
BENGALURU 560062.

5. MR. CHARAN G R
PRESENTLY R/ AT APARTMENT NO. Z-404
WILASA GRAND VILLAMENTS
DODDAKALLASANDRA, 12TH KILOMETER
KANAKAPURA ROAD, JP NAGAR
9TH PHASE,
BENGALURU 560062.

6. MR. SHARAN G R
PRESENTLY R/AT APARTMENT NO. Z-403
WILASA GRAND VILLAMENTS
DODDAKALLASANDRA, 12TH KILOMETER

KANAKAPURA ROAD, JP NAGAR
9TH PHASE,
BENGALURU-560062.

7. MS. VIDYA MALLIK
R/AT NO. 19040 PORTOS DRIVE
SARATAGO, CALIFORNIA
USA 95070.
PRESENTLY ALSO AT WILASA GRAND VILLAMENTS
APARTMENT Z-001 DODDAKALLASANDRA
12TH KILOMETER, KANAKAPURA ROAD
JP NAGAR, 9TH PHASE
BENGALURU-560062.

8. TANVI ASSET HOLDINGS LLP
REP. BY MR. CHETAN G R
HAVING ITS OFFICE AT ARNAV 17
9TH MAIN, 2ND BLOCK, JAYANAGAR
BANGALORE -560011.

9. PRIDE AND EXPERT PROPERTIES PVT.
LTD REP. BY ITS DIRECTOR
MR. B R RAVINDRA
HAVING ITS REGISTERED OFFICE PRESENTLY AT
901, 9TH FLOOR, PRIDE HULKUL
116 LALBAGH ROAD,
BANGALORE 560001.

…RESPONDENTS

(BY SRI. PRATEEK BHAT, ADVOCATE FOR
SRI. SIDDHARTH SUMAN., ADVOCATE FOR R1 TO R3,
R5 TO R7: SMT. THANISH RAO, ADVOCATE FOR R4:
SRI. SURAJ SAMPATH, ADVOCATE FOR R8:
SRI. AKSHAY MITHANTAYA, ADVOCATE FOR
SRI. P CHINNAPPA, ADVOCATE FOR R9)

THIS CIVIL MISC. PETITION IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT., PRAYING THAT THIS HONBLE COURT MAY BE PLEASED TO APPOINT MR. VISHWANATH V ANGADI, FORMER PRINCIPAL DISTRICT AND

SESSIONS JUDGE, AS THE ARBITRATOR AND THE MATTER BE REFERRED TO THE ARBITRATION AND CONCILIATION CENTER (DOMESTIC AND INTERNATIONAL), KHANIJA BHAVAN, RACE COURSE ROAD, BENGALURU, UNDER CLAUSE 20 OF THE AGREEMENT TO SELL DATED 23.10.2013 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 to Sell dated 23.10.2013, particularly in terms of Clause 20 thereof, produced at Annexure-A.

2. The brief facts of the case are that the petitioners, entered into an Agreement to Sell dated 23.10.2013 with the respondents for the purchase of Apartment No.M4 SKY in M Block, Wilasa Grand Villaments, Kanakapura Road,

Bengaluru, for a total consideration of Rs.1,81,32,000/-. The petitioners paid Rs.1,31,07,633/- and a further sum of Rs.45,00,000/- towards the sale consideration. Despite the petitioners being ready and willing to pay the balance consideration, the respondents have failed to complete the project and deliver the property free from litigation. Subsequently, respondent No.1 executed a registered Gift Deed dated 10.06.2024 in favour of respondent No.2 in respect of the above mentioned property, affecting the petitioners' right under the Agreement to Sell. Subsequently, disputes arose between the parties in relation to the said Agreement to Sell.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Agreement to Sell, issued a notice dated 03.10.2024, vide Annexure-C, to the respondents under Section 21 of the Act. The said arbitration clause 20 reads as under:

> *"All disputes between the parties under this agreement shall be referred to arbitration by the*

parties herein as per the provisions of the Arbitration and Conciliation Act 1996 and the statutory modifications thereof from time to time. The Arbitration proceedings shall be conducted at Bangalore. The venue, time and date for the arbitration proceedings shall be solely decided by the Arbitrator appointed for this purpose."

4. Despite service of the said notice, the respondents did not furnish any response. Hence, the present petition is filed seeking appointment of a Sole Arbitrator.

5. Learned counsel appearing for respondent Nos.1 to 3 and 5 to 7 submit that the claims of the petitioners are barred by limitation and, therefore, the petitioners cannot seek appointment of an Arbitrator at this stage.

6. Learned counsel appearing for respondent No.8 submits that respondent No.8 was engaged as a facilitator for the development of the luxury villament project and that no dispute subsists between the petitioner and respondent No.8 with regard to the alleged failure to complete and deliver the said property.

7. Having heard the learned counsel for the parties and having perused the material on record, the question that arises for consideration is as to *whether the objection regarding limitation raised by the respondents can be adjudicated upon by this Court at the stage of considering the petition under Section 11(6) of the Act.*

8. The Hon'ble Supreme Court in ***SBI General Insurance Company Limited v. Krish Spinning***, reported in ***(2024) 12 SCC 1***, has clarified that, while exercising jurisdiction under Section 11(6) of the Act, this Court has to see whether the petition is filed within the period of three years. The question whether the claims made by the petitioners are barred by limitation is a matter to be considered and decided by the learned Arbitrator. Therefore, this Court need not examine the question of limitation of the claims at this stage.

9. In the present case, the petitioners invoked the arbitration clause by issuing notice dated 03.10.2024 under Section 21 of the Act. The present petition under Section 11(6) of the Act has been filed within the period of three years from the date of invocation of arbitration. Therefore, the objection raised by respondent Nos.1 to 3 and 5 to 7 regarding limitation of the claims is left open to be urged before the learned Arbitrator.

10. This Court, having regard to the existence of the arbitration clause contained in Clause 20 of the Agreement to Sell dated 23.10.2013, the invocation of the said arbitration clause by the petitioners by issuing notice under Section 21 of the Act and the failure of the respondents to act upon the said invocation, is of the opinion that the disputes between the parties are required to be referred to arbitration. The contention of respondent No.8 that there is no dispute between the petitioners and respondent No.8, as well as all other claims and

contentions of the parties, are left open for consideration by the learned Arbitrator.

11. In that view of the matter, 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) Hon'ble Mr.Justice C.R.Kumaraswamy, 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

Bhavan, Bengaluru, and also to Hon'ble Mr.Justice C.R.Kumaraswamy, 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 **11.11.2026** at 11:30 a.m.

(H.T. NARENDRA PRASAD)
JUDGE

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LIST NO.: 1 SL NO.: 11