



CNR: KAHC010384052026

NC: 2026:KHC:54031
CMP No. 287 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 287 OF 2026

BETWEEN:

MR L RAMDEV
S/O LATE M. LATCHMIAH
AGED ABOUT 81 YEARS,
RESIDING AT 19/24, 1ST MAIN ROAD,
JAYAMAHAL, BANGALORE - 560046

...PETITIONER

(BY SRI. SYED SHAHRUKH, ADVOCATE FOR
SRI. AYANTIKA MONDAL., ADVOCATE)

AND:

G'CORP BUILDWELL PRIVATE LIMITED
REGISTERED OFFICE NO. 21/19,
CRAIG PARK LAYOUT, OFF M. G. ROAD,
BANGALORE, KARNATAKA 560 001
EMAIL ID CSB@GCORPGROUP.COM

...RESPONDENT

(BY SMT. APARNA N, ADVOCATE FOR
SMT. G. K. BHAVANA., ADVOCATE)

THIS CMP IS FILED U/S. 11(5) OF ARBITRATION AND
CONCILIATION ACT 1996, PRAYING TO APPOINT HON'BLE
JUSTICE P. KRISHNA BHAT, FORMER JUDGE OF THE HIGH
COURT OF KARNATAKA, AS THE SOLE ARBITRATOR TO
ADJUDICATE THE DISPUTES BETWEEN THE PETITIONER AND
THE RESPONDENT ARISING OUT OF THE JOINT DEVELOPMENT

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HAREKOPPA THIMMANNA GOWDA





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AGREEMENT DATED 30.09.2013, IN TERMS OF CLAUSE 33 OF THE SAID AGREEMENT (ANNEXURE - D).

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 Joint Development Agreement dated 30.09.2013, particularly in terms of Clause 33 thereof, produced at Annexure-D.

2. The brief facts of the case are that the Joint Development Agreement dated 30.09.2013 executed between the petitioner and the respondent for development of the property bearing Sy.Nos.46/2 and 46/3 situated at Kothihosahalli Village, Kodigehalli, Yelahanka Hobli, Bengaluru North Taluk. The petitioner and late Mr.Jayadev had initially entered into a

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Memorandum of Understanding dated 18.03.2011 with G:Corp Developer Private Limited, pursuant to which the respondent was nominated as the developer by a Board Resolution dated 21.09.2013. Under the Joint Development Agreement, the landowners agreed to convey 62% of undivided share in the schedule property in favour of the respondent, in consideration of which the respondent agreed to develop the project and deliver 38% of the saleable constructed area with proportionate car parking spaces to the landowners. The building plan was sanctioned by BBMP on 10.11.2014 and an Area Sharing-cum-Demarcation Agreement was executed on 05.09.2015. The petitioner was allotted sixteen residential apartments along with proportionate car parking spaces under the GML Handing Over Agreement dated 17.02.2020. Despite the Occupancy Certificate being issued on 04.01.2018, the possession was delayed till February 2020. Out of the sixteen apartments, Apartment No.B-203 was sold by the petitioner and, out of the



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remaining fifteen apartments, possession of fourteen apartments was handed over. The respondent withheld the possession of Apartment No.A-206 along with four car parking spaces on the alleged ground of Service Tax/GST liabilities and statutory utility deposits, which, according to the petitioner, is not permissible under the said agreements. Subsequently, disputes arose between the parties in relation to the said Joint Development Agreement.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Joint Development Agreement, issued a notice dated 02.02.2026, vide Annexure-J, to the respondent under Section 21 of the Act. The said arbitration clause 33 reads as under:

"33. ARBITRATION

33.1 In the event of any dispute or differences arising in connection with this Agreement or any other related document and which cannot be settled mutually through

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negotiations, shall be submitted to arbitration pursuant to the provisions of the Arbitration and Conciliation Act, 1996.

33.2 The arbitration shall be submitted to the sole arbitrator, who shall be appointed by mutual agreement between the Owners and the Developer.

33.3 The decision of the arbitrator shall be rendered in writing and shall be binding upon the parties hereto. The parties shall bear their respective costs, charges and expenses of the arbitration. Such arbitration shall be held in Bangalore and shall be conducted in English language."

4. The respondent sent a reply dated 04.03.2026 vide Annexure-K to the said notice. Being dissatisfied with the reply, the present petition is filed seeking appointment of a Sole Arbitrator.

5. The learned counsel for the respondent submits that the respondent has no objection to the appointment of a Sole Arbitrator and that all the contentions of the parties may be left open.



6. Having regard to the existence of the arbitration clause contained in the Joint Development Agreement, 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) Hon'ble Mr.Justice P.Krishna Bhat, 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.



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- 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 Hon'ble Mr.Justice P.Krishna Bhat, 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 **29.10.2026** at 11:30 a.m.

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**(H.T. NARENDRA PRASAD)
JUDGE**