HC-KAR
NC: 2026:KHC:62463
CMP No. 206 of 2025
CNR: KAHC010221352025

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. 206 OF 2025

BETWEEN:

WORLD ALUMNI NETWORK PVT LTD
WITH REGISTERED OFFICE AT
46-P2-B, KIADB HARDWARE PARK
BENGALURU - 562 149
REP. BY ITS DIRECTOR AND
AUTHORIZED SIGNATORY, J M SAMPATH.
(A COMPANY REGISTERED UNDER THE
COMPANIES ACT 2013 RULE 8 OF
COMPANIES RULES 2014.

…PETITIONER

(BY SRI. SAI SHAKTI., ADVOCATE)

AND:

RAJIV GANDHI UNIVERSITY OF HEALTH SCIENCES
KARNATAKA "RGUHS" SITUATED AT
4TH T BLOCK, JAYANAGAR
BENGALURU-560041
KARNATAKA, INDIA.
REP. BY ITS REGISTRAR.

…RESPONDENT

(SMT. KULKARNI MAMATA GURURAO, ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT AN ARBITRATOR FOR ADJUDICATION OF THE DISPUTE RAISED BY THE PARTIES AS DETAILED IN NOTICE DATED 18.01.2025 VIDE ANNEXURE -L, AS PER CLAUSE 13 OF THE SERVICES AGREEMENT DATED 15.07.2020 VIDE

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ANNEXURE - B BEFORE THE ARBITRATION AND CONCILIATION CENTRE, BANGALORE.

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 Service Agreement dated 15.07.2020 particularly in terms of Clause 13 thereof, produced at Annexure-B.

2. The brief facts of the case are that the petitioner is a registered Private Limited Company engaged in the business of website development and specialises in creating databases of alumni of various institutions. The respondent-University, with a view to availing networking and other services for providing a cohesive online platform for its students and alumni, approached the petitioner.

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Accordingly, the parties entered into a Service Agreement dated 15.07.2020 (Annexure-B). According to the petitioner, the respondent failed to make regular payments against the invoices raised by the petitioner. Consequently, disputes arose between the parties in relation to the said Agreement.

3. In view of the disputes that had arisen between the parties, the petitioner issued legal notices dated 05.01.2024 (Annexure-J) and 10.04.2024 (Annexure-K) calling upon the respondent to resolve the disputes. However, the respondent did not respond to the said notices. Thereafter, invoking the arbitration clause contained in the Agreement, the petitioner issued a notice dated 18.01.2025 under Section 21 of the Act, vide Annexure-L. The relevant arbitration clause reads as under:

> ***"13. Dispute Resolution Mechanism***
>
> *13.1. In any cases of disputes arising out of or in relation to the terms of this Agreement, or such*

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other matter thereon, the Parties shall amicably settle the dispute by resorting to a peaceful negotiation acting in good faith through authorized representatives of the Parties. In the event that the negotiations are inconclusive, the disputes arising hereunder shall be referred to a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act 1996. The seat of the arbitration shall be Bangalore and 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. Learned counsel appearing for the respondent submits that Clause 13 of the Agreement prescribes a pre-condition for invoking arbitration, namely, that the parties must first endeavour to resolve their disputes amicably through negotiations. It is contended that only upon such negotiations proving inconclusive, the arbitration clause can be invoked. According to the learned counsel, the

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petitioner has not fulfilled the said pre-condition before invoking the arbitration clause.

6. In reply, learned counsel appearing for the petitioner submits that the petitioner had initially issued a legal notice dated 05.01.2024, calling upon the respondent to resolve the disputes through amicable negotiations. However, the respondent failed to respond to the said notice. Thereafter, the petitioner issued another legal notice dated 10.04.2024, which also remained unanswered. In the absence of any response from the respondent despite the aforesaid efforts, the petitioner, left with no other alternative, invoked the arbitration clause by issuing a notice dated 18.01.2025 under Section 21 of the Act.

7. A perusal of Clause 13 of the Agreement indicates that the parties are required to make an endeavour to resolve their disputes amicably through negotiations before resorting to arbitration. In the present case, the

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petitioner has issued two legal notices dated 05.01.2024 and 10.04.2024, calling upon the respondent to resolve the disputes through negotiations. However, the respondent has neither responded to the said notices nor participated in any negotiations. Thus, the petitioner has made sufficient efforts to comply with the pre-condition stipulated under Clause 13 of the Agreement. The respondent, having failed to respond to the petitioner's efforts for amicable settlement, cannot now contend that the petitioner has not fulfilled the said pre-condition. Hence, the objection raised by the respondent cannot be sustained.

8. In view of the above, this Court is of the opinion that the petitioner has duly complied with the pre-condition stipulated under the arbitration clause and has validly invoked the arbitration clause by issuing notice under Section 21 of the Act. Accordingly, the present petition is maintainable.

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9. Having regard to the existence of the arbitration clause contained in the 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.

10. Accordingly, the following:

ORDER

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

b) Hon'ble Mr.Justice N.Kumar, 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.

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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 N.Kumar.

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 06.01.2027 at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 20