IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF NOVEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 503 OF 2025

BETWEEN:

PLUTUS RESEARCH PRIVATE LIMITED
HAVING ITS REGISTERED OFFICER AT
PARAGRAPH, KHAJANCHI BUSINESS CENTRE LLP
B-601 AND 611, MODEAL HEIGHTS
NR. NOVOTEL HOTEL
SG HIGHWAY, AHMEDABAD, GUJARAT-355

ALSO AT 12TH FLOOR, AWFIS, CRESCENT 3
PRESTIGE SHANTINIKETAN, WHITEFIELD
BENGALURU, KARNATAKA-560048.
REP. BY DIRECTOR MR. SAURABH BHOLA.

...PETITIONER

(BY SMT. ANANYA GHOSH, ADVOCATE FOR
SRI. ARJUN RAO., ADVOCATE)

AND:

Digitally signed by DHANALAKSHMI MURTHY
Location: HIGH COURT OF KARNATAKA

AASHAY HARLALKA
4-G-50. NEW HOUSING BOARD
SHASTRI NAGAR, BHILWARA
RAJASTHAN-311001.
ALSO AT:
4114, SOBHA HABITECH APARTMENTS
CHANNASANDRA MAIN ROAD
NEAR HOPE FARM JUNCTION
WHITEFIELD, BANGALORE
KARNATAKA- 560066.

...RESPONDENT

(BY SRI. SURAJ S., ADVOCATE)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT DR. Y.P.C.DANGAY AS THE SOLE ARBITRATOR TO RESOLVE AND ADJUDICATE THE DISPUTES ARISING OUT OF THE EMPLOYMENT AGREEMENT DATED:01.10.2018 IN TERMS OF CLAUSE 16 OF THE SAID AGREEMENT (ANNEXURE A) AND THE PARTIES THEREIN.

THIS PETITION, HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 04.11.2026, COMING ON FOR PRONOUNCEMENT, THIS DAY, THE COURT, MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

CAV JUDGMENT

This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short, 'the Act'), seeking for the appointment of a Sole Arbitrator to adjudicate the disputes that have arisen between the parties under the Employment Agreement dated 01.10.2018, particularly in terms of Clause 16 thereof, produced at Annexure-A.

2. The brief facts of the case are that the petitioner is a Private Limited Company incorporated on 17.08.2017 under the provisions of the Companies Act, 2013. The petitioner-Company is engaged in quantitative trading, employing advanced mathematical models, statistical

techniques and data-driven strategies for proprietary trading algorithms in the Indian stock markets. The respondent is one of the Directors and Shareholders of the petitioner-Company. The petitioner entered into an Employment Agreement dated 01.10.2018 with the respondent. The said Agreement contains various terms and conditions governing the employment, including obligations relating to confidentiality, non-compete restrictions and termination of employment. It is the case of the petitioner that the respondent has violated the terms and conditions of the Employment Agreement, thereby giving rise to disputes between the parties.

3. In view of the disputes that arose between the parties, the petitioner invoked the arbitration clause contained in the Employment Agreement by issuing a notice dated 07.04.2025 under Section 21 of the Act, as per Annexure-E. Clause 16 of the Employment Agreement, which provides for resolution of disputes through arbitration, reads as under:

"16. DISPUTE SETTLEMENT

16.1. *Where any dispute or controversy arises in relation to the employment, whether or not relating to the terms of appointment provided herein, it will be settled by arbitration, in accordance with the Arbitration and Conciliation Act, 1996, as then existing, to be heard and determined by a sole arbitrator, appointed by the Company. The decision of the arbitrator shall be final, conclusive and binding on the parties.*

16.2. *All arbitration proceedings will be conducted in English, at such place as the Company may decide. Unless otherwise agreed in writing between the Company and Employee, the arbitration shall be conducted at Bengaluru, India."*

4. Despite service of the aforesaid notice, the respondent has neither furnished any reply nor consented to the appointment of an Arbitrator. Hence, the petitioner has approached this Court by filing the present petition seeking appointment of a Sole Arbitrator.

5. Learned counsel appearing for the respondent has raised the following contentions:

(i) Firstly, the disputes sought to be referred to arbitration are not arbitrable in nature, as they involve allegations of serious fraud committed by the other two Directors of the petitioner-Company, namely, Mr. Shivakumar Reddy Chinthala and Mr. Saurabh Bhola. It is submitted that the said Directors have been illegally attempting to wrest control of the Company from the respondent by misusing the legal process. It has an implication in the public domain.

(ii) Secondly, the fraudulent acts committed by the other two Directors are evident from the email correspondence produced along with the statement of objections and the accompanying memo of documents, filed herein. It is submitted that, with a view to intimidate the respondent, who had acted as a whistleblower, the other two Directors initiated multiple legal proceedings against him, including criminal proceedings resulting in registration of an FIR. It is further submitted that, they also illegally removed the respondent from the Directorship of the Company. Aggrieved by the said action,

the respondent approached the National Company Law Tribunal (for short, 'the NCLT'), Ahmedabad, by filing a petition under Sections 241 and 242 of the Companies Act, 2013, and obtained an interim order staying his removal from the Directorship till the disposal of the petition. It is therefore contended that the disputes involve serious allegations of fraud relating to the affairs and management of the Company, which fall within the exclusive statutory jurisdiction of the NCLT. Such disputes cannot be referred to arbitration. Consequently, the present petition filed under Section 11(6) of the Act is not maintainable. In support of his contentions, learned counsel has placed reliance on the judgments of the Apex Court in ***A. Ayyasamy v. A. Paramasivam***, reported in ***(2016) 10 SCC 386; Rashid Raza v. Sadaf Akhtar***, reported in ***(2019) 8 SCC 710; Vidya Drolia v. Durga Trading Corporation***, reported in ***(2021) 2 SCC 1;*** and ***Sushma Shivkumar Daga v. Madhurkumar Ramkrishnaji Bajaj***, reported in ***(2024) 12 SCC 253.***

(iii) Thirdly, the petitioner had earlier filed an application under Section 8 of the Act before the NCLT in C.P.No.48/2025, seeking reference of the disputes arising out of the Employment Agreement and other connected disputes to arbitration. However, the petitioner subsequently withdrew the said application without seeking any liberty to initiate fresh proceedings. It is contended that, by withdrawing the application under Section 8 of the Act without reserving any liberty, the petitioner has unequivocally abandoned its claim for reference of the disputes to arbitration. Having abandoned the said remedy, the petitioner cannot once again seek appointment of an Arbitrator by filing a petition under Section 11(6) of the Act, particularly when no fresh cause of action has arisen subsequent to such withdrawal. It is further contended that the petitioner is estopped from seeking the very same relief through the present proceedings. In support of this contention, learned counsel has relied upon the judgments of the Apex Court in ***Rajiv Gaddh v. Subodh Parkash*****,** reported in ***2026***

SCC OnLine SC 507; M/s.HPCL Bio-Fuels Ltd. v. Shahaji Bhanudas Bhad, reported in ***2024 INSC 851;*** and ***Anil v. Rajendra***, reported in ***(2015) 2 SCC 583.***

(iv) Fourthly, the petitioner has not approached this Court with clean hands and has suppressed material facts. It is submitted that, at the time of filing the present petition under Section 11(6) of the Act, the application filed by the petitioner under Section 8 of the Act was already pending consideration before the NCLT. However, the petitioner deliberately failed to disclose the pendency of the said application before this Court. It is contended that the petitioner was under an obligation to disclose all material facts relating to the proceedings initiated between the parties, particularly when the earlier application also concerned reference of disputes to arbitration. The deliberate suppression of such material facts disentitles the petitioner from seeking discretionary relief from this Court. Therefore, it is submitted that the petition is liable to be dismissed on the ground of suppression of material facts alone. In support of this contention, learned counsel

has placed reliance on the judgments of the Apex Court in the case of ***Dalip Singh v. State of U.P.*****,** reported in **(2010) 2 SCC 114; *K.D. Sharma v. Steel Authority of India Ltd.*****,** reported in ***(2008) 12 SCC 481; Bhaskar Laxman Jadhav v. Karamveer Kakasaheb Wagh Education Society*****,** reported in ***(2013) 11 SCC 531;*** and ***Yashoda v. Sukhwinder Singh*****,** reported in ***AIR 2022 SC 4623,*** as well as the judgment of the Division Bench of this Court in ***Sujay Enterprises v. Airport Authority of India*****,** reported in **ILR 2001 KAR 4634.**

(v) Lastly, learned counsel contends that the disputes pending adjudication before the NCLT and those sought to be referred to arbitration are intrinsically interconnected and arise out of the same set of transactions and circumstances. Therefore, the disputes cannot be artificially bifurcated by referring certain issues in relation to a particular subject matter to arbitration while retaining the remaining issues for adjudication before the NCLT. It is submitted that such bifurcation would result in parallel proceedings before different

forums, giving rise to the possibility of conflicting findings and decisions. In support of this contention, learned counsel has placed reliance on the judgment of the Apex Court in the case of ***Sukanya Holdings (P) Ltd. v. Jayesh H. Pandya***, reported in **(2003) 5 SCC 531.**

On these grounds, learned counsel appearing for the respondent seeks dismissal of the petition.

6. Per contra, learned counsel appearing for the petitioner has raised the following contentions:

(i) Firstly, it is contended that the proceedings pending before the NCLT relate exclusively to the affairs and management of the Company, concerning the removal of the respondent from its Directorship. The allegations levelled by the respondent against the other two Directors, namely, that they have committed fraud and illegally attempted to take control of the Company, pertain to the internal affairs and management of the Company. Those issues are the subject matter of adjudication before the NCLT. It is submitted that the disputes sought to be

referred to arbitration in the present petition stand on an entirely different footing. They arise out of the alleged violation of the terms and conditions of the Employment Agreement dated 01.10.2018.

(ii) Secondly, as per the Memorandum of Association, the respondent and the other two persons are Directors of the Company, holding equal shares. Apart from their status as Directors and Shareholders, the petitioner-Company entered into a separate Employment Agreement dated 01.10.2018 with the respondent, which is produced at Annexure-A. The said Employment Agreement imposes certain contractual duties and obligations upon the respondent. It is the specific case of the petitioner that the respondent has violated those obligations, thereby giving rise to an independent contractual dispute. Since the Employment Agreement contains a valid arbitration clause, the petitioner is entitled to seek appointment of a Sole Arbitrator for adjudication of the disputes arising thereunder.

(iii) Thirdly, the allegations of serious fraud made by the respondent against the other two Directors pertain to the management and affairs of the Company and have no direct bearing on the contractual disputes arising under the Employment Agreement. Therefore, the contention of the respondent that the disputes are non-arbitrable on account of allegations of serious fraud is wholly untenable.

(iv) Fourthly, upon noticing the violations of the terms and conditions of the Employment Agreement by the respondent, the petitioner invoked the arbitration clause by issuing a notice under Section 21 of the Act. It is submitted that the petitioner had also filed an application under Section 8 of the Act before the NCLT seeking reference of the disputes to arbitration. However, upon realising that the proceedings pending before the NCLT concerned the affairs and management of the Company, including the removal of the respondent from its Directorship, and that the same did not directly concern the alleged breach of the Employment Agreement, the petitioner withdrew the said application. It is contended

that the withdrawal of the application under Section 8 of the Act cannot be construed as abandonment of the petitioner's substantive contractual right to invoke arbitration under the Employment Agreement in respect of disputes arising directly due to violation of the obligations thereunder.

(v) Fifthly, the application filed under Section 8 of the Act was dismissed as withdrawn without any adjudication on merits. Therefore, the withdrawal of the said application does not operate as a bar to the maintainability of the present petition under Section 11(6) of the Act. The learned counsel further relied upon the case of ***Vijay Kumar Sharma V. Raghunandan Sharma*** reported in ***(2010) 2 SCC 486***, to submit that the mere pendency of an application under Section 8 of the Act before the NCLT does not, by itself, preclude the petitioner from invoking the jurisdiction of this Court under Section 11(6) of the Act, and particularly when the disputes sought to be referred to arbitration arise out of an independent contractual relationship. Learned counsel

submits that the proceedings before the NCLT and the present petition arise out of distinct causes of action and seek different reliefs. Therefore, the judgments relied upon by learned counsel for the respondent have no application to the facts and circumstances of the present case.

(vi) Sixthly, learned counsel disputes the allegation that the petitioner has suppressed material facts or approached this Court without clean hands. It is submitted that the petitioner had already invoked the arbitration clause by issuing a notice under Section 21 of the Act before initiating the proceedings under Section 8 of the Act before the NCLT. It is further contended that the proceedings pending before the NCLT relate to the affairs and management of the Company, whereas the present petition concerns the alleged breach of contractual obligations arising under the Employment Agreement. According to the learned counsel, the two proceedings are distinct in nature and arise out of different causes of action. Therefore, the non-disclosure of the pendency of

the application under Section 8 of the Act cannot be treated as suppression of a material fact warranting dismissal of the present petition. It is therefore submitted that the judgments relied upon by learned counsel for the respondent on the question of suppression of material facts are distinguishable and have no application to the facts of the present case.

(vii) Lastly, the learned counsel contended that the scope of enquiry under Section 11(6) of the Act is limited. At the stage of considering a petition for appointment of an Arbitrator, this Court is primarily required to examine the existence of a valid arbitration agreement between the parties and whether the disputes sought to be referred arise under the said agreement. It is submitted that the Employment Agreement dated 01.10.2018 admittedly contains an arbitration clause and that disputes have arisen between the parties concerning the alleged breach of the terms and conditions of the said Agreement. Therefore, once the existence of the arbitration agreement is established, all other contentious issues, including the

allegations of breach of contract, the nature of the disputes, the defences raised by the respondent and the merits of the respective claims, ought to be left open for adjudication by the learned Arbitrator. In support of her contentions, learned counsel has placed reliance on the judgments of the Apex Court in ***Duro Felguera S.A. v. Gangavaram Port Ltd.,*** reported in ***(2017) 9 SCC 729*** and ***In Re: Interplay Between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899*** reported in ***(2024) 6 SCC 1.***

On these grounds, learned counsel appearing for the petitioner prays for allowing the petition by appointing a Sole Arbitrator to adjudicate upon the disputes arising between the parties.

7. Having heard the learned counsel appearing for the parties and having perused the materials available on record, the following question arises for consideration:

"Whether the disputes raised by the petitioner–Company arising out of the Employment Agreement dated 01.10.2018 are liable to be referred to arbitration, notwithstanding the objections raised by the respondent that the dispute is concerning allegations of fraud, mismanagement of the affairs of the Company and removal from directorship?"

8. It is not in dispute that the petitioner is a Private Limited Company and that the respondent is one of its Directors and Shareholders. It is also not in dispute that the parties entered into an Employment Agreement dated 01.10.2018, which contains an arbitration clause under Clause 16 thereof.

9. The principal contention of the learned counsel for the respondent is that the disputes between the parties essentially relate to the management and affairs of the Company, including allegations of fraud, mismanagement and removal of the respondent from directorship. Therefore, it is contended that such disputes are not arbitrable and cannot be referred to arbitration.

10. The said contention cannot be accepted in its entirety. It is well settled that the scope of enquiry under Section 11(6) of the Act is limited. At the stage of appointment of an Arbitrator, this Court is primarily required to examine the prima facie existence of a valid arbitration agreement. The Court is not expected to undertake a detailed examination of the rival claims, defences or disputed questions of fact, which appropriately fall within the jurisdiction of the Arbitral Tribunal.

11. The Apex Court, in the case of ***Vidya Drolia v. Durga Trading Corporation***, reported in ***(2021) 2 SCC 1***, has held that the question of arbitrability should ordinarily be left to the Arbitral Tribunal, except where the dispute is manifestly and ex facie non-arbitrable.

12. Similarly, in ***Duro Felguera S.A. (supra),*** and ***In Re: Interplay Between Arbitration Agreements (supra),*** the Apex Court has explained the limited nature of judicial scrutiny at the stage of appointment of an Arbitrator.

13. Further, in ***SBI General Insurance Co. Ltd. v. Krish Spinning***, reported in ***2024 INSC 532***, the Apex Court has reiterated that the referral Court should confine its enquiry to the prima facie existence of an arbitration agreement and leave contentious issues relating to the merits of the dispute to the Arbitral Tribunal.

14. In view of the aforesaid principles, this Court is required to examine whether an arbitration agreement exists between the parties and whether the disputes sought to be referred arise out of the contractual relationship governed by the said agreement.

15. On examination of the pleadings and the materials available on record, it is evident that the parties entered into an Employment Agreement dated 01.10.2018, containing an arbitration clause under Clause 16 thereof. The specific grievance of the petitioner–Company is that the respondent has violated the obligations imposed under Clauses 11, 12, 13, 14 and 15 of the Employment Agreement. It is on account of the

alleged breach of the said contractual obligations that the petitioner has invoked the arbitration clause.

16. Thus, the dispute sought to be referred to arbitration is founded upon the alleged breach of the terms and conditions of the Employment Agreement. Whether the respondent has, in fact, violated the said contractual obligations and whether the petitioner is entitled to any relief are matters which require adjudication on the basis of evidence. Such questions cannot be conclusively determined by this Court in exercise of its limited jurisdiction under Section 11(6) of the Act.

17. Insofar as the contention relating to allegations of fraud and the pendency of criminal proceedings is concerned, the mere existence of such allegations does not, by itself, render a dispute non-arbitrable.

18. The Apex Court, in ***A.Ayyasamy (supra)***, ***Rashid Raza (supra)***, and ***Avitel Post Studioz Ltd. v. HSBC PI Holdings (Mauritius) Ltd.***, reported in ***(2021)***

4 SCC 713, has explained that allegations of fraud do not automatically exclude the jurisdiction of an Arbitral Tribunal. The relevant considerations include whether the allegations impeach the arbitration agreement itself and whether the dispute, by its very nature, falls within a public law domain or otherwise involves rights which are incapable of determination by private arbitration.

19. In the case on hand, the allegations concerning fraud, mismanagement of the affairs of the Company and removal of the respondent from directorship are stated to be the subject matter of proceedings pending before the NCLT. The present petition, however, concerns the alleged violation of the contractual obligations arising under the Employment Agreement dated 01.10.2018.

20. The distinction between these two proceedings assumes significance. The proceedings before the NCLT concern the statutory rights and obligations arising under the Companies Act, 2013, whereas the dispute sought to

be referred to arbitration concerns the contractual rights and obligations arising under the Employment Agreement.

21. Merely because the respondent happens to be a Director and Shareholder of the petitioner–Company, every dispute between the parties cannot be treated as a dispute relating to the management and affairs of the Company. The nature of the dispute must be determined with reference to the cause of action and the relief sought.

22. In the present case, the cause of action for invoking arbitration is the alleged breach of Clauses 11 to 15 of the Employment Agreement. Such a dispute is prima facie contractual in nature. The mere fact that proceedings concerning the affairs of the Company are pending before the NCLT does not automatically deprive the Arbitral Tribunal of jurisdiction to adjudicate an independent contractual dispute.

23. Insofar as the contention regarding the filing and subsequent withdrawal of the application under Section 8 of the Act is concerned, it is not in dispute that the

petitioner issued a notice invoking arbitration on 07.04.2025. Thereafter, an application under Section 8 of the Act was filed before the NCLT. During the pendency of the said application, the petitioner instituted the present petition under Section 11(6) of the Act. Subsequently, the application filed under Section 8 was withdrawn.

24. The question is whether such withdrawal would constitute a legal impediment to the maintainability of the present petition.

25. Section 8 of the Act enables a party to an arbitration agreement to seek reference to arbitration when an action is brought before a judicial authority in respect of a matter which is the subject of an arbitration agreement. Section 11, on the other hand, provides the mechanism for appointment of an Arbitrator. The two provisions operate in different spheres, although both seek to give effect to the agreement between the parties to resolve their disputes through arbitration.

26. Further, Section 8(3) of the Act expressly provides that, notwithstanding the pendency of an application under Section 8(1), arbitration may be commenced or continued and an arbitral award may be made. Therefore, the mere pendency of an application under Section 8 cannot, by itself, constitute an absolute bar to the initiation of proceedings under Section 11 of the Act. Similarly, the withdrawal simpliciter of an application under Section 8, without any adjudication on merits or an unequivocal abandonment of the arbitration agreement, cannot automatically be construed as a waiver of the contractual right to seek appointment of an Arbitrator in respect of all disputes arising out of that contract/agreement.

27. In the present case, there is nothing on record, prima facie, to establish that the petitioner has expressly relinquished its right to invoke arbitration under Clause 16 of the Employment Agreement in respect of the contractual obligations sought to be enforced through arbitration herein. Consequently, the withdrawal of the

application under Section 8 does not, by itself, render the present petition not maintainable.

28. The learned counsel for the respondent has also contended that the petitioner has suppressed material facts relating to the proceedings before the NCLT and the filing of the application under Section 8 of the Act.

29. It is undoubtedly true that a party invoking the discretionary jurisdiction of the Court is expected to approach the Court with clean hands and disclose all material facts. However, every omission or non-disclosure does not necessarily warrant rejection of the proceedings. The Court is required to examine whether the alleged suppression is material to the relief sought and whether it has resulted in an abuse of the process of law.

30. In the present case, the existence of the Employment Agreement and the arbitration clause contained therein are not disputed. The mere filing of an application under Section 8 before the NCLT, followed by its withdrawal during the pendency of Section 11

application, does not extinguish the arbitration agreement. Therefore, even assuming that the pendency of the said application was not specifically disclosed, such omission, in the facts and circumstances of the case, would not, by itself, justify rejection of the present petition, in the absence of any demonstrated prejudice or abuse of process.

31. The further contention of the learned counsel for the respondent is that the dispute pending before the NCLT and the dispute sought to be referred to arbitration arise out of the same transaction and, therefore, cannot be bifurcated for adjudication before two different forums. In support of the said contention, reliance has been placed on the judgment of the Apex Court in ***Sukanya Holdings (P) Ltd.*** *(supra).* In ***Sukanya Holdings (P) Ltd.*** *(supra)*, the Apex Court considered the question of bifurcation of causes of action and parties in the context of Section 8 of the Act as it then stood. However, the said judgment cannot be applied mechanically to every case where proceedings between the same parties are pending

before different forums. The material consideration is whether the disputes sought to be adjudicated arise under the same cause of action and whether the reliefs sought are capable of determination by arbitration.

32. The Apex Court, in ***Cox and Kings Ltd. v. SAP India (P) Ltd.***, reported in ***(2024) 4 SCC*** 1, has also emphasized upon the limited scope of enquiry at the referral stage and the role of the Arbitral Tribunal in determining jurisdictional questions, subject to the statutory framework.

33. In the case on hand, the proceedings pending before the NCLT concern allegations relating to the affairs and management of the Company, including the removal of the respondent from directorship. On the other hand, the present petition seeks appointment of an Arbitrator for adjudication of disputes arising from the alleged violation of the Employment Agreement dated 01.10.2018. Therefore, the two proceedings, though involving the same parties and possibly certain overlapping facts, are founded

upon distinct legal rights and causes of action. The determination of the respondent's statutory rights as a Director or Shareholder is different from the determination of his contractual obligations under the Employment Agreement.

34. The mere existence of common factual circumstances does not necessarily render the causes of action identical. Nor does it follow that an independent contractual dispute becomes non-arbitrable merely because statutory proceedings concerning the affairs of the Company are pending before the NCLT. It is also pertinent to observe that the appointment of an Arbitrator in the present proceedings would not amount to referring the disputes pending before the NCLT to arbitration. The Arbitral Tribunal would be competent to adjudicate only such disputes as arise under the Employment Agreement and fall within the scope of Clause 16 thereof.

35. Any challenge as to whether a particular claim travels beyond the scope of the arbitration agreement or

falls within the exclusive jurisdiction of the NCLT may be raised before the Arbitral Tribunal, which shall consider the same in accordance with law. Thus, the contention of the respondent that the present petition is liable to be rejected on the ground of impermissibility of bifurcation of disputes cannot be accepted.

36. Having regard to the existence of the Employment Agreement dated 01.10.2018, the arbitration clause contained in Clause 16 thereof, and the nature of the disputes raised by the petitioner concerning the alleged breach of contractual obligations, this Court is of the considered opinion that a prima facie case is made out for appointment of an Arbitrator. Hence, the following:

ORDER

a) Civil Miscellaneous Petition is allowed.

b) The Hon'ble Mr.Justice V.Jagannathan, 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 V.Jagannathan.

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 18.12.2026 at 11:30 a.m.

Sd/-
(H.T. NARENDRA PRASAD)
JUDGE

Cm/-