



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 09TH DAY OF OCTOBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE E.S. INDIRESH

CIVIL MISCELLANEOUS PETITION NO.303 OF 2025

BETWEEN:

EMBASSY SERVICES PRIVATE LIMITED
EMBASSY POINT, 1ST FLOOR,
150, INFANTRY ROAD
BENGALURU - 560 001.
REP. BY ITS AUTHORISED SIGNATORY,
MR. B.S. MOHAN.

...PETITIONER

(BY SRI. R.V.S. NAIK, SENIOR COUNSEL FOR
SRI. NITIN PRASAD, ADVOCATE)

AND:

ITI LIMITED
HAVING REGISTERED OFFICE AT:
ITI BHAVAN, DOORAVANINAGAR
BENGALURU - 560 016.
REP. BY ITS GENERAL MANAGER - HR
MR. SAJAN ABRAHAM.

...RESPONDENT

(BY SRI. ARVIND KAMATH, ASGI FOR
MS. VARSHA HITTINHALLI, ADVOCATE)

THIS CIVIL MISCELLANEOUS PETITION IS FILED UNDER SECTION 11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT A SOLE ARBITRATOR PURSUANT TO CLAUSE 7.7 OF THE LEASE DEED DATED 22ND JUNE, 2018 VIDE ANNEXURE-A TO ADJUDICATE UPON THE DISPUTES/ DIFFERENCES BETWEEN THE PARTIES *INTER ALIA* IN TERMS OF THE PETITIONER'S NOTICE DATED 03RD APRIL, 2025 VIDE ANNEXURE-K.





THIS PETITION HAVING BEEN RESERVED FOR ORDERS, COMING FOR PRONOUNCEMENT, THIS DAY, **E.S. INDIRESH J.**, MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE E.S. INDIRESH

CAV ORDER

In this petition, the petitioner has sought for an appointment of Sole Arbitrator as per clause 7.7 of the Lease Deed dated 22nd June, 2018 (Annexure-A) for resolution of the dispute/differences between the parties.

2. The facts in nutshell for the purpose of adjudication of this petition are that the petitioner is a Company registered under the Companies Act, 1956 engaged in rendering services in the area of property management. The respondent floated a tender dated 13th February, 2017 to offer the lease of the property in question and pursuant to the same, the petitioner-Company had participated in the bid and declared as successful bidder. Thereafter, the parties have entered into an agreement as per lease deed dated 22nd June, 2018 (Annexure-A) and the schedule property was leased by the respondent to the petitioner for an initial period of 4 years 11 months. The lease of the schedule property was to be extended as per clause 2.3 of the



Lease Deed dated 22nd June, 2018 (Annexure-A). It is the case of the petitioner that the petitioner-Company exercised its option to renew the lease, for which, the respondent replied that the rent is on the lower side for commercial space resulting in dispute between the parties. It is stated in the petition that the petitioner-Company continues to be in possession of the schedule property as a Lessee till date and is making rent in terms of the lease deed. In the meanwhile, parties have presented before the pre-institution mediation filed by the respondent before the District Legal Services Authority, Bengaluru (Annexure-G). The said proceedings failed on account of the fact that the parties could not arrive at consensus. In the meanwhile, the petitioner invoked arbitration clause by addressing notice dated 03rd April, 2025 (Annexure-K) and nominated Hon'ble Mr. Justice Ajit J. Gunjal (Former Judge of this Court) as Sole Arbitrator for adjudication of the dispute. In response to the same, the respondent by its reply dated 20th May, 2025 (Annexure-P) stated that the issue is not arbitrable and the leased premises comes within the purview of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (for short, hereinafter referred to as 'PP-Act') and as such, rejected



the claim made by the petitioner for appointment of an Arbitrator. Hence, the petitioner is before this Court in the present petition, seeking appointment of Arbitrator under Section 11(5) of the Arbitration and Conciliation Act, 1996

3. Heard Sri. R.V.S. Naik , learned Senior Counsel on behalf of Sri. Nitin Prasad, appearing for the petitioner and Sri. Arvind Kamath, learned Additional Solicitor General of India on behalf of Ms. Varsha Hittinhalli, appearing for the respondent.

4. Sri. R.V.S. Naik, learned Senior Counsel appearing for the petitioner refers to Clause 7.7 of the Lease Deed dated 22nd June, 2018 (Annexure-A) and clause 2.3 of the said lease deed and contended that the petitioner is entitled for extension of lease period and same was resorted to after first extension of time granted by the respondent. It is the submission of learned Senior Counsel appearing for the petitioner that, in view of the dispute with regard to settlement of rent for further extension of time, the petitioner continues to be in possession of the schedule property.

5. Learned Senior Counsel appearing for the petitioner further submits that, in view of the arbitration clause in the



Lease Deed dated 22nd June, 2018 (Annexure-A), the provisions under the PP-Act are not applicable to the case on hand and in this regard, he refers to the judgment of Hon'ble Supreme Court in the case of **CENTRAL WAREHOUSING CORPORATION AND ANOTHER vs. SIDHARTHA TILES & SANITARY PVT. LTD.** reported in 2024 SCC OnLine SC 2983.

6. Nextly, by referring to the judgment of the Hon'ble Supreme Court in the case of **DATAR SWITCHGEARS LTD. vs. TATA FINANCE LTD. AND ANOTHER** reported in (2008) 8 SCC 151, learned Senior Counsel appearing for the petitioner argued that, even if the dispute arises out of the lease agreement, the matter is arbitrable in nature as the parties are bound by the same. Accordingly, he sought for allowing the petition.

7. Per contra, Sri. Arvind Kamath, learned Additional Solicitor General of India appearing for the respondent refers to Section 2(g), 4 and 15 of the PP-Act and submitted that, the PP-Act provides for adjudication of dispute by competent officer and therefore, such dispute cannot be referred to the Arbitrator for resolution. It is further argued by learned Additional Solicitor General of India that, since the petitioner herein is an



unauthorised occupant by efflux of lease period as per lease deed dated 22nd June, 2018 (Annexure-A), the petition deserves to be dismissed.

8. In this regard, learned Additional Solicitor General of India places reliance on the judgment of Hon'ble Supreme Court in the case of **INTERNATIONAL AMUSEMENT LIMITED vs. INDIA TRADE PROMOTION ORGANISATION** reported in AIR 2015 SC 749, particularly by referring to paragraph 24 of the judgment, it is contended that, the issue arising out of the lease deed in respect of a statutory authority requires to be adjudicated by the competent officer under the PP-Act and accordingly, sought for dismissal of the petition. It is also argued by the learned Additional Solicitor General of India appearing for the respondent that the petitioner-Company is an unauthorised occupant and accordingly, eviction Notice dated 12th September, 2025 came to be issued to the petitioner-Company by the respondent and therefore, the issue involved between the parties is not arbitrable in nature. In this regard, learned Additional Solicitor General of India places reliance on the judgment of the Hon'ble Supreme Court in the case of **HLV**



LIMITED vs. AIRPORTS AUTHORITY OF INDIA in Arbitration Appeal (Stamp) No.12153/2021 and connected petitions on the file of the Judicature at Bombay Civil Appellate Jurisdiction.

9. Sri. Arvind Kamath, learned Additional Solicitor General of India, by referring to the judgment of the Hon'ble Supreme Court in the case of **VIDYA DROLIA AND OTHERS vs. DURGA TRADING CORPORATION** reported in (2021)2 SCC 1, particularly, by referring to paragraphs 19 to 21 of the judgment, argued that the matter pertaining to the eviction or tenancy matters governed by special statutes are not arbitrable in nature. Emphasising on these aspects, learned Additional Solicitor General of India places reliance on the judgment dated 21st July, 2025 in SLP (C) NO.17350-51/2025 and argued that the judgment of the Bombay High Court in **HLV LTD.** (supra) has been confirmed and therefore the essential matter pertaining to eviction is covered under the provisions of PP-Act. It is further argued that, except the eviction proceedings, other matters like Arrears of Rent and Renewal of licence are arbitrable in nature. Accordingly, he sought for dismissal of the petition.



10. In reply to the same, Sri. R.V.S. Naik, learned Senior Counsel appearing for the petitioner-Company argued that the petitioner is not an unauthorised occupant in terms of clause 2.3 of the Lease Deed dated 22nd June, 2018 (Annexure-A), as the period of lease was continued at the option of the Lessee (petitioner) and therefore, the judgment of Hon'ble Supreme Court in the case of **CENTRAL WAREHOUSING CORPORATION** (*supra*) is squarely applicable to the case on hand.

11. In the light of the submission made by learned counsel appearing for the parties, the question arises for consideration in this petition as to interpretation of clause 2.3 read with clause 7.7 of the Lease Deed dated 22nd June, 2018 (Annexure-A). It is not in dispute that the petitioner had taken premises in question on lease as per Deed of Lease dated 22nd June, 2018 (Annexure-A). Clause 1 of the said lease deed provides for lease for a period of 4 years 11 months from the date of the Agreement. The further period of 4 years 11 months be extended at the option of the Lessee as per clause 2.3 of the lease deed. Clause 2.3 of the Lease Deed provides as follows:



"2.3. Extension and Escalation: *If the LESSEE opts to extend the lease granted hereunder, extension of lease for each further term of 4 years and 11 months will be subject to an escalation of 10% on the rent last paid prior to such lease extension. Every exercise of the option to extend the lease by the LESSEE shall be made in writing prior to expiry of the lease granted hereunder (i.e. during the Term or any extended period thereof) and upon such election by the LESSEE, the lease granted hereunder shall stand extended for the further periods of 4 years and 11 months with these agreed terms and conditions to maximum of three terms after the first term."*

(emphasis supplied)

12. The Clause 7.5 provides for application of the PP-Act as the Lessor is a Central Government Undertaking. Clause 7.7 provides for resolution of dispute by an Arbitrator, which reads as under:

"7.7. *The parties shall make best efforts to settle any/all disputes amicably within 30 days of communication thereof. All disputes or differences whatsoever, arising out of this Agreement including the interpretation of any provisions shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 (as Amended from time to time). The Arbitration panel consists of a Sole Arbitrator to be mutually appointed by the Lessor and the Lessee. The decision of the Arbitrator will be binding on all the parties to this Agreement. The language of the Arbitration proceedings shall be English. Place of arbitration will be at Bengaluru."*

13. It is also forthcoming from the petition papers that, as per Clause 2.3 of the lease Deed, the lease period would be



completed by 21st May, 2023. The petitioner addressed letter dated 07th March, 2023 (Annexure-B) to the respondent, seeking renewal of lease as per Clause 2.3 of the lease deed. It is pertinent to mention here that the extension of the lease as per Clause 2.3 is at the option of Lessee (petitioner).

14. Perusal of the reply dated 24th March, 2023 (Annexure-C) made by the respondent with regard to reconsideration of the rental amount by increasing the escalation of rent, it is clear that the reply dated 24th March, 2023 (Annexure-C) is pertaining to escalation of the rent and not for eviction of the petitioner from the premises in question. This fact is emphasised in the letter dated 02nd August, 2023 (Annexure-E). In the meanwhile, the respondent issued eviction notice dated 12th September, 2025 to the petitioner and same is challenged before this Court in Writ Petition No.28562 of 2025 and this Court, by order dated 19th September, 2025 stayed all further proceedings pursuant to the Notice dated 12th September, 2025. In the backdrop of these aspects, as the respondent has issued Notice dated 12th September, 2025, seeking eviction of the petitioner from the leased premises and



on the other hand, the petitioner herein seeking extension of period of lease in terms of clause 2.3 of the Lease Deed dated 22nd June, 2018 (Annexure-A), I am of the view that the issue involved between the parties in the present petition is pertaining to the extension of the lease period and not touching the eviction proceedings initiated under the provisions of the PP-Act. I have carefully perused the judgment of Hon'ble Supreme Court in the case of **VIDYA DROLIA** (supra), wherein, paragraph 21 reads as under:

"21. Booz Allen & Hamilton Inc. draws a distinction between actions in personam, that is, actions which determine the rights and interests of parties themselves in the subject-matter of the case, and actions in rem which refer to actions determining the title of the property and the rights of the parties not merely amongst themselves but also against all the persons at any time claiming an interest in that property. Rights in personam are considered to be amenable to arbitration and disputes regarding rights in rem are required to be adjudicated by the courts and public tribunals. The latter actions are unsuitable for private arbitration. Disputes relating to subordinate rights in personam arising from rights in rem are considered to be arbitrable. Para 36 of the judgment in Booz Allen & Hamilton Inc refers to certain examples of non-arbitrable disputes and reads:



"36. The well-recognised examples of non-arbitrable disputes are : (i) disputes relating to rights and liabilities which give rise to or arise out of criminal offences; (ii) matrimonial disputes relating to divorce, judicial separation, restitution of conjugal rights, child custody; (iii) guardianship matters; (iv) insolvency and winding-up matters; (v) testamentary matters (grant of probate, letters of administration and succession certificate); and (vi) eviction or tenancy matters governed by special statutes where the tenant enjoys statutory protection against eviction and only the specified courts are conferred jurisdiction to grant eviction or decide the disputes."

15. It is also pertinent to mention here that, Hon'ble Supreme Court in the case of **HLV LTD.** (supra) at paragraph 5 and 14 held as under:

"5. The eviction proceedings have been instituted on the premise that the leases for the two parcels of land have expired. According to the High Court, the continued occupation of the land is unauthorised and would bring the matter within the jurisdiction of Chapter VA of the AAI Act."

14. At this point of time, we see no good reason to interfere with the impugned judgment and order (s) passed by the High Court."

16. It is also to be noted that the Hon'ble Supreme Court in the case of **INTERNATIONAL AMUSEMENT LTD.** (supra) at paragraph 3 and 24 held as under:



"3. The appellant herein was running an amusement park in Pragati Maidan, New Delhi since the year 1984, which was well known as "Appu Ghar". The land for the purpose was initially allotted to the appellant by India Trade Promotion Organisation (for short "ITPO") on licence basis as the lease between the Central Government and ITPO was still pending and as such permanent allotment of the land could not be made in favour of the appellant. Only as an administrative measure, the licence agreements were entered into between the appellant and ITPO. The appellant claimed that it was the permanent allottee of the land for running the amusement park on the similar lines as were allotted in favour of the Statutory Corporations/ Instrumentalities of the State and the Central Government. It was only on the assurance of the Land and Development Office (for short "L and DO"), Ministry of Urban Development and ITPO that the appellant made huge amount of investment for establishing and running "Appu Ghar". The last agreement entered into between the parties was on 6-11-1995. In the said agreement, arbitration Clauses 27 and 28 were incorporated, which are extracted hereunder:

"27. The licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and fall within the jurisdiction of the Estate Officer, Pragati Maidan.

28. In case of any dispute arising out of or in connection with this agreement the disputes shall be referred to the sole arbitration of the Chairman, India Trade Promotion Organisation or his nominee whose decision/award shall be final, conclusive and



binding on the parties. Application for reference to arbitration shall be made by either party within two months of arising of the dispute.

24. *In view of the aforesaid decisions and the law laid down by this Court in a catena of cases referred to supra which are reiterated in P. Dasaratharama Reddy (supra) we are of the view that Clause 28 in the agreement which is referred to in the case on hand is not an arbitration clause. Therefore, the appointment of an arbitrator by the nominee of the Chief Justice has been rightly set aside in the impugned judgment by the Division Bench of the Delhi High Court. The law laid down by this Court in the abovereferred judgments, after interpretation of the relevant arbitration clauses in the agreement in those cases, are aptly applicable to the fact situation on hand and we answer the questions of law framed by this Court against the appellant and in favour of ITPO and the Union of India."*

17. In the light of the law declared by the Hon'ble Supreme Court in the aforesaid cases, it is to be noted that, if there is an issue pertaining to the eviction of the tenant by the landlord (as per Section 2(g) of the PP-Act) in terms of the Agreement, such dispute has to be resolved as per the provisions under PP-Act. In the case on hand, though the period of lease was expired on 21st May, 2023, after completion of 4 years and 11 months as per the Clause 1.1 of the Lease Deed dated 22nd



June, 2018 (Annexure-A), and thereafter, the petitioner-Company made representation dated 07th March, 2023, seeking renewal of lease deed, which was not disputed by the respondent and respondent-Lessor is receiving the rents from the petitioner-Lessee and therefore, I am of the view that, as far as the issue relating to the renewal of lease is concerned, the petitioner cannot be considered as an unauthorised occupant under Section 2(g) of the PP-Act. In that view of the matter, the judgment referred to by the Additional Solicitor General of India appearing for the respondent cannot be made applicable to the case on hand. In view of the judgment of Hon'ble Supreme Court in the case of **CENTRAL WAREHOUSING CORPORATION** (*supra*), the issue involved in the present petition is to be resolved only by an Arbitrator as per clause 7.7 of the Lease Deed dated 22nd June, 2018 (Annexure-A). In this regard, it is relevant to extract paragraphs 8 to 14 of the judgment of Hon'ble Supreme Court in the case of **CENTRAL WAREHOUSING CORPORATION** (*supra*), which reads as under:

"8. It is an admitted fact that even before the order of the Estate Officer under the Public Premises Act could be passed, the respondent is said to have vacated the



premises on 13.11.2015. The Estate Officer any way passed his order on 31.12.2015 holding that the respondent was in unauthorised possession only from 11.09.2015 (i.e. when the lease expired) to 13.11.2015 (when premises were vacated) and also directed payment of certain dues as indicated in the demand notice.

9. *It is in the above referred background that the respondent invoked arbitration by filing an application under Section 11(6) of the Act for the appointment of an arbitrator in view of a subsisting arbitration clause in the agreement. The said clause is as under:*

"16. *All disputes and differences arising out of or in any way touching upon or concerning this agreement whatsoever shall be referred to the sole Arbitration of any person appointed by the Managing Director, Central Warehousing Corporation New Delhi. The Award of such Arbitrator shall be final and binding on the Parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred/being transferred or vacating his office or being unable to act for any reason the Central Warehousing Corporation at that time shall appoint any other person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. The Arbitrator shall give a speaking award.*

The venue of Arbitration shall be at such place as may be fixed by the Arbitrator at his sole discretion.

The cost of arbitration shall be borne by the parties as per the decision of the Arbitrator.

The Arbitrator shall give separate award respect of each dispute or difference referred him,



In to Subject as aforesaid, the Arbitration & Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause."

10. *The application under Section 11 specifically speaks about the dispute that has arisen under the agreement dated 26.09.2012. Broadly, they relate to the right of renewal of the contract and also the legality and propriety of the revision of rates during the subsistence of the agreement.*

11. *The High Court considered the matter in detail and came to the conclusion that the claims made in the notice followed by the application under Section 11 are clearly covered by the arbitration clause. The relevant portions of the High Court Judgment is as under:*

"12. *On going through the same, it is seen that as per the said clause all disputes and differences arising out of or in any way touching upon or concerning the agreement have to be referred to the sole arbitration of any person appointed by the Managing Director of the Corporation. Award of such arbitrator shall be final and binding on the parties to the agreement. The arbitrator shall also decide the venue of arbitration and the cost of arbitration shall be borne by the parties as per the decision of the arbitrator. The arbitrator is required to give separate award in respect of each dispute or difference referred to him. Thus, the crucial words in Clause 16 are "all disputes and differences arising out of or in any way touching upon or concerning the agreement. According to the petitioner, the agreement for dedicated warehousing entered into between the parties on 26.09.2012 clearly mentioned the rate of storage charge i.e. Rs. 131-00 per square meter per month. But the Corporation unilaterally enhanced the storage charge rate with effect from 01.11.2012 at the gross area rate of Rs. 157-00 per Square meter per month and net area rate of Rs. 216-00 per square meter per month.*



13. *The second area of dispute is with regard to extension of the agreement for dedicated warehousing. As per Clause No 1 the period of dedicated warehousing was for three years with effect from 12.09.2012, but both the parties had the option of renewing the agreement for a further period as mutually agreed upon on expiry of the term of the agreement. It is on these two issues that notice of arbitration was given to the Managing Director of the Corporation by the petitioner on 23.09.2015. As per the postal tracking (page 32 of the paper book), the same was delivered on 26.09.2015. In any case respondent has not disputed receipt of the notice. According to the respondent, it is not an arbitral dispute being beyond the agreement."*

12. *Questioning the judgment and order passed by the High Court, referring the dispute to arbitration, the appellant filed the present appeal. Though the question relating to whether the Public Premises Act will override the Arbitration Act has been raised and argued before the High Court. This court issued notice in the special leave petition on the basis of the question so formulated. We could have dismissed the special leave petition on this very ground but as notice was issued on this point and the appeal has been pending for some time, we considered it appropriate to hear the appellant on this question and decide the case. We will first answer the issue relating to the applicability of the Public Premises Act.*

13. *Re: Whether the Public Premises Act, 1971 overrides the Arbitration and Conciliation Act, 1996: This submission has to fail. The reasons are simple and straight forward. The dispute that is raised in the Section 11 application relate to promises and reciprocal promises arising out of the agreement dated 26.09.2012. The right*



of renewal as well as the legality and propriety of the enhanced demand arose during the subsistence of the agreement. It will be on the interpretation, construction and the obligations arising out of the agreement that the respondent's claim rests. On the other hand, The Public Premises Act authorises the ejectment of a tenant in unauthorised occupation of public premises and for consequential directions. The original lease as it were, validly subsisted till 11.09.2015 and the dispute between the parties related to the period commencing from 12.09.2012 to 11.09.2015, when the lease expired. The Public Premises Act would not even cast a shadow on this period. In so far as the dispute relating to this right of renewal is concerned, it depends on the terms of the agreement. The Public Premises Act neither bars nor overlaps with the scope and ambit of proceedings that were initiated under the Arbitration and Conciliation Act.

14. *Whether the High Court committed any error in appointing the arbitrator while exercising the jurisdiction under Section 11: We have already extracted the relevant portion of the order passed by the High Court. The revision of storage charges occurred during the subsistence of the contract. Its legality and propriety will depend on the terms of the agreement dated 26.09.2012. Similarly, the right of renewal will also be based on and a construct of the said agreement. These two disputes will undoubtedly arise out of the agreement between the parties and the resolution of such disputes is clearly covered by the arbitration clause (Cl. 16 of the agreement). After the recent decision of this*



court in *SBI General Insurance Co. (supra)* the remit of the referral court to consider an application under Section 11(6) is clear and unambiguous. We need to just examine the existence of an arbitration agreement. The context is clearly delineated in paras 110-111 and 114 of the judgment which are extracted below for ready reference.

"110. The scope of examination under Section 11(6-A) is confined to the existence of an arbitration agreement on the basis of Section 7. The examination of validity of the arbitration agreement is also limited to the requirement of formal validity such as the requirement that the agreement should be in writing.

111. The use of the term 'examination' under Section 11(6-A) as distinguished from the use of the term 'rule' under Section 16 implies that the scope of enquiry under section 11(6-A) is limited to a prima facie scrutiny of the existence of the arbitration agreement, and does not include a contested or laborious enquiry, which is left for the arbitral tribunal to 'rule' under Section 16. The prima facie view on existence of the arbitration agreement taken by the referral court does not bind either the arbitral tribunal or the court enforcing the arbitral award.

[...]

114. In view of the observations made by this Court in *In Re: Interplay (supra)*, it is clear that the scope of enquiry at the stage of appointment of arbitrator is limited to the scrutiny of prima facie existence of the arbitration agreement, and nothing else.

[...]"

(emphasis supplied)

18. In the case of **CENTRAL WAREHOUSING CORPORATION** (*supra*), perusal of the fact would indicate that the respondent therein had vacated the premises and further,



the Estate Officer of the petitioner-Corporation therein sought for eviction of the respondent therein. In the instant case, the petitioner-Company is not an unauthorised occupant and further the respondent herein is receiving rents from the petitioner and proceedings initiated by the respondent by causing legal notice dated 12th September, 2025 is stayed by this Court in Writ Petition No.28562 of 2025 and therefore, I am of the opinion that the contention raised by the learned Additional Solicitor General of India appearing for the respondent cannot be accepted. Hence, I am of the opinion that , as the issue involved between the parties is for renewal of the lease period and same has to be adjudicated by an Arbitrator as per clause 7.7 of the Lease Deed dated 22nd June, 2008 (Annexure-A), the petition, seeking appointment of Arbitrator deserves to be allowed. Accordingly, I pass the following:

ORDER

- (a) Civil Miscellaneous Petition ***allowed;***
- (b) Hon'ble Mr. Justice Ram Mohan Reddy, former Judge of this Court is appointed as the Sole Arbitrator to adjudicate the dispute between the parties at the Arbitration and Conciliation



Centre, Bengaluru in terms of clauses 7.7 of the Lease Deed dated 22nd June, 2008 (Annexure-A);

- (c) The Registry is directed to communicate this order (by E-mail) to the Arbitration and Conciliation Centre, Bengaluru and also to Hon'ble Mr. Justice Ram Mohan Reddy, former Judge of this Court forthwith.
- (d) Since, the parties are appeared through their learned counsels, parties are directed to appear before the Arbitration and Conciliation Centre, Bengaluru on 30th October, 2025 at 11.00 a.m.

**Sd/-
(E.S. INDIRESH)
JUDGE**