IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF JANUARY, 2024

BEFORE

THE HON'BLE MR JUSTICE S.R.KRISHNA KUMAR

CIVIL MISC. PETITION NO. 138 OF 2023

BETWEEN:

M/S CLAYWORKS SPACES
TECHNOLOGIES PVT LTD
A COMPANY INCORPORATED
UNDER THE PROVISIONS OF
THE COMPANIES ACT 2013,
HAVING ITS REGISTERED OFFICE
AT NO.74, MASS COMPLEX, 3RD FLOOR,
SARAKKI INDUSTRIAL LAYOUT
JP NAGAR 3RD PHASE, 15TH CROSS ROAD
BENGALURU - 560078
REP BY ITS AUTHORIZED SIGNATORY
MR. RAHUL SINGH.

...PETITIONER

(BY SRI. HARSH S. PAREKH.,ADVOCATE)

Digitally signed by ANAND N
Location: HIGH COURT OF KARNATAKA

AND:

M/S TALENTBRIDGE TECNOLOGIES PVT. LTD.,
A COMPANY INCORPORATED UNDER THE
PROVISIONS OF COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE
AT FLAT 003, BUILDING B
MANTRI RESIDENCY
BANNERGHATTA ROAD
BENGALURU - 560076
ALSO HAVING OFFICE AT,
91 SPRINGBOARD BUSINESS

HUB PRIVATE LIMITED
5TH FLOOR, 175 AND 176
BANNERGHATTA MAIN ROAD
DOLLARS COLONY
BENGALURU -560076.

REP BY ITS DIRECTOR
MR. SANDEEP BHAURAO YUWANATI

…RESPONDENT

(BY MS. KRISHMA NEDUNGADI.,ADVOCATE)

THIS CIVIL MISC. PETITION IS FILED UNDER SECTION 11 (6) OF THE ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO APPOINT HONBLE MR. JUSTICE VISHWANATH V. ANGADI (RETD), FORMER JUDGE KARNATAKA DISTRICT AND SESSIONS COURT, OR ANY OTHER SOLE ARBITRATOR AS THIS COURT MAY DEEM FIT, FOR ADJUDICATION OF DISPUTES THAT HAVE ARISEN BETWEEN THE PETITIONER AND THE RESPONDENT IN TERMS OF CLAUSE 21 OF THE LEAVE AND LICENSE AGREEMENT DATED 01.10.2019 (ANNEXURE A).

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, THE COURT MADE THE FOLLOWING:

ORDER

The present petition under Section 11 of the Arbitration and Conciliation Act, 1996, has been filed by the petitioner against the respondent seeking appointment of an Arbitrator in terms of the Arbitration Agreement

contained at Clause No.21 in the Leave and License Agreement dated 01.10.2019 entered into between the parties.

2. Clause No.21 of the Leave and License Agreement dated 01.10.2019, which is an Arbitration clause reads as under:-

> *"Arbitration: Any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the Parties to this Agreement shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 [as amended from time to time], by one arbitrator mutually appointed by the Parties. The seat of arbitration shall be [Bangalore, India] and the venue of arbitration shall be [Bangalore]. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both the Parties."*

3. The material on record discloses that since disputes arose between the parties in relation to the aforesaid Agreement containing the aforesaid arbitration

agreement/Clause, the petitioner invoked the aforesaid arbitration clause and issued a notice dated 16.02.2023 to the respondent putting forth various claims and contentions and nominating and appointing a sole arbitrator and calling upon the respondent to give their concurrence / consent to refer the dispute to arbitration.

4. The respondent did not send any reply nor have they disputed the existence of arbitration agreement / clause in the contracts entered into between the parties. However, the respondent has not disputed the existence of arbitration agreement / clause in the contracts entered into between the parties. Subsequently, the parties have not only failed to resolve their disputes but they have also not reached any consensus / agreement for appointment of an arbitrator and as such, petitioner is before this Court by way of the present petition. Even in the present petition, the respondent has not filed the statement of objections and does not dispute or deny the existence of arbitration agreement / clause in the contracts entered into between the parties.

5. In view of the aforesaid facts and circumstances, though several contentions have been urged by both sides in support of their respective claims, having regard to the undisputed fact that there exists an arbitration agreement / clause in the contracts entered into between the parties, without expressing any opinion on the merits / demerits of the rival contentions, I deem it just and appropriate to allow this petition by referring the dispute between the parties to arbitration with the consent of both sides by appointing ***Hon'ble Shri Justice A.N. Venugopala Gowda, Former Judge,*** High Court of Karnataka, to act as the sole Arbitrator to resolve the dispute between the parties under the provisions of the Arbitration and Conciliation Act, 1996, as per the Rules governing the Arbitration and Conciliation Centre (Domestic & International) at Bengaluru.

6. In the result, I pass the following

ORDER

(i) Petition is hereby allowed.

(ii) ***Hon'ble Shri Justice A.N. Venugopala Gowda, Former Judge,*** High Court of Karnataka, is hereby appointed as the sole Arbitrator to resolve the dispute between the parties as per the Rules governing the Arbitration and Conciliation Centre (Domestic & International) at Bengaluru.

(iii) All rival claims, contentions, etc., of both parties including contentions relating to maintainability, arbitrability, jurisdiction, limitation, stamp duty, etc., are left/kept open to be decided by the Arbitral Tribunal and no opinion is expressed on the same.

(iv) A copy of this order be sent forthwith to the Arbitration and Conciliation Centre (Domestic & International), Khanija Bhavan, Bengaluru, for proceeding further and also to ***Hon'ble Shri Justice A.N. Venugopala Gowda, Former Judge,*** High Court of Karnataka, to the address available with the said Centre.

(v) Registry is directed to return all original documents produced by any of the parties after obtaining Photostat copies of the same.

Sd/-
JUDGE

AN/-