



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 14TH DAY OF NOVEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

CIVIL MISC. PETITION NO. 4 OF 2025

C/W

CIVIL MISC. PETITION NO. 5 OF 2025

CIVIL MISC. PETITION NO. 6 OF 2025

IN CMP No. 4/2025

BETWEEN:

SRI. RAMAKRISHNA HOUSE BUILDING
CO OPEATIVE SOCIETY (R) (SOUTH)
HAVING ITS REGISTERED OFFICE AT
NO.3, TRISHUL TOWERS
4TH MAIN ROAD, VV MOHALLA
MYSORE- 570 002
REPRESENTED BY ITS PRESIDENT
SRI M SANJEEV SHETTY

...PETITIONER

(BY SRI. Y K NARAYANA SHARMA., ADVOCATE)

AND:

M/S SKILLETCH ENGINEERS AND
CONTACTORS PVT LTD.,
A PRIVATE LIMITED COMPANY
REGISTERED UNDER THE COMPANIES ACT
NO. 2904 (CH-67)
2ND FLOOR, NEXT TO FIRE BRIGADE
KANTHARAJA URS ROAD
SARASWATHIPURAM
MYSORE 570 009
REPRESENTED BY ITS





NC: 2025:KHC:47112
CMP No. 4 of 2025
C/W CMP No. 5 of 2025
CMP No. 6 of 2025

MANAGING DIRECTOR
SRI K SHIVASHANKAR

...RESPONDENT

(BY SRI. UMESH B N., ADVOCATE)

THIS CIVIL MISC. PETITION IS FILED UNDER SEC.11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING THAT THIS HONBLE COURT BE PLEASED TO APPOINT A SOLE ARBITRATOR TO ADJUDICATE THE DISPUTES BETWEEN THE PARTIES IN TERMS OF ANNEXURE A i.e. AGREEMENT DATED 30.06.2006 CLAUSE NO. 17 IN THE INTEREST OF JUSTICE AND EQUITY.

IN CMP NO. 5/2025

BETWEEN:

SRI. RAMAKRISHNA HOUSE BUILDING
CO OPEATIVE SOCIETY (R) (SOUTH)
HAVING ITS REGISTERED OFFICE AT
NO.3, TRISHUL TOWERS,
4TH MAIN ROAD, V V MOHALLA,
MYSORE- 570 002
REPRESENTED BY ITS PRESIDENT,
SRI M SANJEEV SHETTY

...PETITIONER

(BY SRI. Y K NARAYANA SHARMA.,ADVOCATE)

AND:

M/S SKILLTECH ENGINEERS AND
CONTRACTORS PVT LTD.,
A PRIVATE LIMITED COMPANY
REGISTERED UNDER THE COMPANIES ACT,
NO.2904 (CH-67), 2ND FLOOR,
NEXT TO FIRE BRIGADE,
KANTHARAJA URS ROAD,
SARASWATHIPURAM,
MYSORE- 570 009
REPRESENTED BY ITS
MANAGING DIRECTOR,



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CMP No. 6 of 2025

SRI K SHIVASHANKAR.

...RESPONDENT

(BY SRI. UMESH B N., ADVOCATE)

THIS CIVIL MISC. PETITION IS FILED UNDER SEC.11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT A SOLE ARBITRATOR TO ADJUDICATE THE DISPUTES BETWEEN THE PARTIES IN TERMS OF ANNEXURE A i.e., AGREEMENT DATED 27.01.2007 CLAUSE NO.17 ANNEXURE A IN THE INTEREST OF JUSTICE AND EQUITY.

IN CMP NO. 6/2025

BETWEEN:

SRI. RAMAKRISHNA HOUSE BUILDING
CO OPERATIVE SOCIETY (R) (SOUTH)
HAVING ITS REGISTERED OFFICE AT
NO.3, TRISHUL TOWERS, 4TH MAIN ROAD.,
V.V. MOHALLA, MYSORE 570 002,
REPRESENTED BY ITS PRESIDENT
SRI. M. SANJEEV SHETTY

...PETITIONER

(BY SRI. Y K NARAYANA SHARMA., ADVOCATE)

AND:

M/S SKILLTECH ENGINEERS AND
CONTRACTORS PVT LTD.,
A PRIVATE LIMITED COMPANY REGISTERED
UNDER THE COMPANIES ACT NO.2904 (CH-67),
2ND FLOOR, NEXT TO FIRE BRIGADE,
KANTHARAJA URS ROAD,
SARASWATHIPURAM,
MYSORE- 570 009.
REPRESENTED BY ITS MANAGING DIRECTOR
SRI. K SHIVASHANKAR

...RESPONDENT

(BY SRI. UMESH B N.,ADVOCATE)



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THIS CMP IS FILED UNDER 11(6) FOR APPOINTMENT OF ARBITRATOR UNDER THE ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT A SOLE ARBITRATOR TO ADJUDICATE THE DISPUTES BETWEEN THE PARTIES IN TERMS OF ANNEXURE A i.e., AGREEMENT DATED 10.03.2008 CLAUSE NO.17 - ANNEXURE A IN THE INTEREST OF JUSTICE AND EQUITY.

THESE PETITIONS, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. The petitioners in each of the above petitions are before this Court seeking for the following reliefs:

In CMP No.4/2025:

- i. "To appoint a sole arbitrator to adjudicate the disputes between the parties in terms of Annexure 'A' i.e., "Agreement dated 30.06.2006 Clause No.17" - Annexure 'A' in the interest of justice and equity.*
- ii. To grant such other relief or reliefs as this Hon'ble Court deems fit to grant under the circumstance of the case in the interest of justice and equity."*

In CMP No.5/2025:

- i. To appoint a sole arbitrator to adjudicate the disputes between the parties in terms of Annexure 'A' i.e., "Agreement dated 27.01.2007 Clause No.17" - Annexure 'A' in the interest of justice and equity.*
- ii. To grant such other relief or reliefs as this Hon'ble Court deems fit to grant under the circumstance of the case in the interest of justice and equity."*



In CMP No.6/2025:

- i. To appoint a sole arbitrator to adjudicate the disputes between the parties in terms of Annexure 'A' i.e., "Agreement dated 10.03.2008 Clause No.17" – Annexure 'A' in the interest of justice and equity.*
 - ii. To grant such other relief or reliefs as this Hon'ble Court deems fit to grant under the circumstance of the case in the interest of justice and equity."*

2. An agreement having been entered into between the petitioners and respondents in each of the above petitions, the said agreement was governed by an arbitration clause in terms of clause – (17), which is reproduced hereunder for easy reference:

"17. If any dispute were to arise between the FIRST PARTY and SECOND PARTY it should be got resolved through Arbitration Proceeding under Arbitration and Conciliation Act 1996. The Award under Arbitration Act shall be binding on both the parties."

3. Disputes having arisen between the parties, the petitioner had invoked the arbitration clause and issued notices, nominating his Arbitrator. Notices having been received by the respondent, there have been no response or concurrence, the petitioner has approached this Court in the above petitions.



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4. Notice having been issued by this Court, the respondent entered appearance. The contention taken by the respondent is that the petitioner being a Cooperative Society, no arbitration proceedings could be initiated and any dispute would have to be referred to the Disciplinary Authority under Section-70 of the Karnataka Cooperative Societies Act, 1959.
5. Learned counsel for the petitioner by relying on the decision of the Hon'ble Apex Court reported in **AIR 2021 SUPREME COURT 4869 : AIRONLINE 2021 SC 798** in the case of **JAIPUR ZILA DUGH UTPADAK SAHKARI SANGH LIMITED VS. AJAY SALES AND SUPPLIERS**, more particularly at para-7.1, had contended that the Arbitration And Conciliation Act being a Special Enactment, where the agreement were to be governed by an arbitration clause, then the statutory dispute resolution under Section-70 of the Karnataka Cooperative Societies Act, 1959 would not be applicable. In that view of



the matter, the Hon'ble Apex Court held that Section-58 of the Rajasthan Cooperative Societies Act 2001 is in line with Section-70 of Karnataka Cooperative Societies Act 1959. Para No.7.1 of the judgment of the Hon'ble Apex Court referred to supra is reproduced hereunder for easy reference:

"7.1 Now so far as the submission on behalf of the petitioners that in view of Section 58 of the Rajasthan Cooperative Societies Act, 2001, the dispute between the parties is to be resolved by the Registrar only and as per Bye Laws 30 of Rajasthan Cooperative Societies Act, 2001 shall be applicable and therefore no court shall have jurisdiction and therefore the dispute referred to the former District Judge is unsustainable has no substance. It cannot be disputed that Arbitration Act is a special Act. Even Subsection (5) of Section 12 also states with non obstante clause. In the distributorship agreement dated 31.03.2015, there is a provision to resolve dispute through arbitration. Despite Section 58 of the Rajasthan Cooperative Societies Act, 2001, there is an agreement between the parties to resolve the dispute through arbitrator - Chairman. Parties are bound by the agreement and the arbitration clause contained in the Agreement dated 31.03.2015. Therefore, neither Section 58 of the Rajasthan Cooperative Societies Act, 2001 shall not be applicable at all nor the same shall come in the way of appointing the arbitrator under the Arbitration Act."

6. The Hon'ble Apex Court having categorically held that if an arbitration clause were to exist in an



agreement between the parties and the dispute were required to be adjudicated by way of arbitration, then the statutory requirement under the Cooperative Societies Act would not apply. As such, the contention of the learned counsel for the respondent would stand rebutted.

7. At this stage, learned counsel for the respondent would submit that a suitable arbitrator shall be appointed, keeping all other contentions open to be adjudicated.
8. In that view of the matter, I pass the following:

ORDER

- i. CMP petitions are ***Allowed***.
- ii. **Hon'ble Sri. Justice K. Sreedhar Rao**, former Acting Chief Justice of High Court of Gauhati is appointed as a sole arbitrator in all the aforesaid petitions to arbitrate the dispute between the parties under the aegis of the Arbitration Centre attached to this Court.



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- iii. All contentions including that of arbitrability are left open to be decided by the learned arbitrator.
- iv. Since the order is passed in the presence of both the counsel, they shall appear before the Director, Arbitration and Conciliation Centre on **27.11.2025** at **2.30 p.m.** without requirement of any further notice.
- v. Registry is directed to forward a copy of this order to the Director, Arbitration and Conciliation Centre for doing the needful and also to return the originals / certified copies of the documents filed to the counsel for the petitioners after complying with the due formalities.

SD/-
(SURAJ GOVINDARAJ)
JUDGE

JJ
List No.: 1 Sl No.: 28