

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**FRIDAY, THE FIRST DAY OF MAY
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE SRI JUSTICE K.LAKSHMAN

ARBITRATION APPLICATION NO: 185 OF 2025

Between:

A. Veda Prakash, S/o. A. Adavaiah, Aged about 66 years, Occ. Business, R/o. 18-5-465, Mekala Banda, O/s Laldarwaza, Hyderabad-500053.

...APPLICANT

AND

M/s. Arunodaya Infra Developers, Represented by its Proprietor Mr. Matta Raju, Office at. Plot No. 3/B, third floor, Avula Plaza Building opposite Bharat Petrol Bunk, Nagole X Road, Uppal, Medchal-Malkajgiri District, Hyderabad- 500068.

...RESPONDENT

Arbitration Application filed Under Section 11 (5) & 11 (6) of the Arbitration and Conciliation Act, 1996 and under Para 3(i) of the Scheme for Appointment of Arbitrators, 1996 praying that in the circumstances stated in the accompanying affidavit this Court may be pleased to appoint a Sole Arbitrator for resolving the disputes which arose between the Applicant and Respondent in pursuance of Lease Deed dated 23-08-2021.

Counsel for the Petitioner: Sri Setty Ravi Teja

Counsel for the Respondent: Sri T. Praveen Sagar (No representation at the hearing)

The Court made the following: ORDER

IN THE HIGH COURT FOR THE STATE OF TELANGANA

AT: HYDERABAD

HON'BLE SRI JUSTICE K. LAKSHMAN

ARBITRATION APPLICATION No.185 OF 2025

Date:01.05.2026

Between:

A. Veda Prakash

...Applicant

And

M/s. Arunodaya Infra Developers,
rep. by its Proprietor Mr. Matta Raju,

....Respondent

This Court passed the following:-

ORDER

Heard learned counsel for the applicant.

2. Despite listing the matter on 17.04.2026 to file counter finally, there was no representation on behalf of respondent on 17.04.2026. Therefore, matter is adjourned to 24.04.2026 on payment of Rs.1000/- towards costs payable to the Telangana High Court Advocates Association, Hyderabad. Even then, there is no representation on behalf of respondent. Counter not filed. Costs not paid.

3. Heard learned counsel for the applicant. The present Arbitration Application is filed under Section 11 (5) and (6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act, 1996') for appointment of sole Arbitrator to adjudicate the disputes between the parties.

4. Both the applicant and respondent have entered into registered lease agreement bearing document No.16483 of 2021 dated 23.08.2021 in respect of the subject property i.e. "All that 3rd floor admeasuring to 1500 sq.ft., in the commercial complex bearing No.2-4-640/6, (PTI No.1250208542) constructed on a land admeasuring to 500 sq.yards situated in plot Nos.3/B and 4 situated in Sy.Nos.113 and 116, Nagole, Uppal Mandal, Medchal-Malkajgiri District, with the boundaries mentioned therein.

5. According to the petitioner, there are disputes between the applicant and respondent with regard to letting out of the aforesaid property in terms of the aforesaid lease agreement.

6. Clause No.28.1 and 2 of the said lease agreement deals with arbitration and the same is extracted below:-

Arbitration:

28.1. The dispute, controversy or claim arising out of, or incidental thereof in connection with this Lease Agreement, including any question regarding its existence, operation, termination, validity or the alleged breach thereof as regards to the mutual obligations of either parties herein (which shall be referred to as the "Dispute") and which cannot be resolved by the parties through mutual negotiations, shall mandatorily be referred to and finally resolved by Arbitration as per the Arbitration & Conciliation Act, 1996 (as amended in 2015) and the parties shall get the same administered by any Institute, in accordance with their Arbitration Rules.

28.2. The Arbitral Tribunal shall consist of a "Sole Arbitrator".

Therefore, invoking the said clause, the applicant has issued a notice dated 03.07.2025 to the respondent with a request to nominate sole arbitrator on behalf of respondent to adjudicate the disputes between the applicant and respondent in terms of the aforesaid lease agreement. The cover was returned unserved with an endorsement 'insufficient address'.

Therefore, the petitioner has filed the present application.

7. The aforesaid facts would reveal that there are disputes between the applicant and the respondent with regard to letting out the aforesaid property in terms of the lease agreement dated 23.08.2021. The same are arbitrable in nature.

8. In the light of the aforesaid discussion, the present Arbitration Application is allowed. Accordingly, **Sri D. Ravindra Sharma, Retired District and Sessions Judge, Mobile No.9848790929, H.No.13-10-95, Flat No.201, Vyshnavi Apartments, New Gaddiannaram, Hyderabad**, is appointed as the sole Arbitrator to adjudicate the disputes between the parties. The parties are at liberty to take all the available pleas and defences before the learned sole Arbitrator.

Consequently, miscellaneous Petitions, pending if any, in this Arbitration Application, shall stand closed.

SD/- A.V.S.S.C.S.M. SARMA
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. Sri D. Ravindra Sharma, Retired District and Sessions Judge, Mobile No. 9848790929, H.No. 13-10-95, Flat No. 201, Vyshnavi Apartments, New Gaddiannaram, Hyderabad. **(By Special Messenger along with copies of affidavit, petition and material papers)**
2. One CC to Sri Setty Ravi Teja, Advocate [OPUC]
3. One CC to Sri T. Praveen Sagar, Advocate [OPUC]
4. Two CD Copies

VH/ba

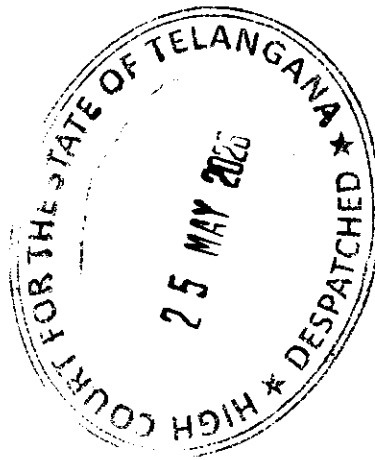
[Signature]

HIGH COURT

DATED: 01/05/2026

ORDER

ARBAPPL.No.185 of 2025



ALLOWING THE

ARBITRATION APPLICATION

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lpr
25/5/26