



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF OCTOBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

CIVIL MISC. PETITION NO. 279 OF 2022

BETWEEN:

1. M/S. J L INFRASTRUCTURES,
NO.93, SAI ARCADE,
22ND MAIN ROAD, BSK 2ND STAGE,
BANGALORE-560 070,
REP. BY ITS PARTNER,
J LOKANATH BABU NAIDU.
2. SRI J LOKANATH BABU NAIDU,
AGED ABOUT 58 YEARS,
S/O LATE J VENKATASWAMY NAIDU,
NO.361, 9TH MAIN, VIDYAPEETA LAYOUT,
BSK 3RD STAGE, BANGALORE-560 085.
3. SRI J L GOUTHAM,
AGED ABOUT 29 YEARS,
S/O J LOKANATH BABU NAIDU,
NO.361, 9TH MAIN, VIDYAPEETA LAYOUT,
BSK 3RD STAGE, BANGALORE-560 085.

...PETITIONERS

(BY SRI NAGARAJA NAIDU A &
SRI A MAHESH CHOWDHARY, ADVOCATES)

AND:

1. M/S. MAN AND MUD CONSTRUCTION SERVICES
CONSORTIUM,
NO.21/A, 3RD FLOOR, 7TH MAIN,
80 FEET ROAD, KORMANGALA 1ST BLOCK,
BANGALORE-560034.
REP. BY ITS PARTNER,
MANJUNATHA S,
MRUDUL M U.

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA



2. M/S J.V. WODEYER INFRASTRUCTURES,
NO.93, SAI ARCADE, 22ND MAIN ROAD,
BSK 2ND STAGE, BANGALORE-560 070,
REP. BY J.L.LOKANATH BABU NAIDU.
3. SRI MANJUNATH S,
S/O SRI B Y SHIVAPPA,
R/AT No. 168/1/20, 1ST FLOOR,
6TH CROSS, GURURAJA LAYOUT,
DODDANAKUNDI, NEAR NANJUNDESHWARA
TEMPLE, BENGALURU - 560 037.
4. SRI MRUDUL M U,
AGED ABOUT 34 YEARS,
S/O M I UNNIKRISHNAN,
R/AT NO 2680, 10TH MAIN ROAD,
7TH CROSS, MALLESHPALYA,
BANGALORE-560 075.
5. SRI MUKKANNA GOWDA BASAVARAJ,
S/O SRI ADVEPPA GOWDA,
NO.183, 5TH CROSS, HEBBAL 2ND STAGE,
MADEGOWDA CIRCLE, VIJAYANAGAR
2ND STAGE, MYSORE-570017.

...RESPONDENTS

(BY SRI MANOHAR B.K, ADVOCATE FOR R-1 & R-3;
SRI ROHIT URS D & VEENA T N, ADVOCATE FOR R-5 [VK FILED]
V/O DATED 24.04.2024 SERVICE OF NOTICE TO R-2 IS HELD
SUFFICIENT, R2- M/S J V WODEYER INFRASTRUCTURES,
R4- MRUDUL M U)

THIS CMP IS FILED UNDER SECTION 11(5) AND (6) OF THE
ARBITRATION AND CONCILIATION ACT, 1996 PRAYING THIS
HON'BLE COURT MAY BE PLEASED TO APPOINT ARBITRATOR IN
TERMS OF SECTION 11(6) OF THE ARBITRATION AND CONCILIATION
ACT, 1996 FOR RESOLUTION OF THE DISPUTE BETWEEN THE
PETITIONER AND THE RESPONDENT AS PER THE ARBITRATION
CLAUSE 17 IN MOU DATED 06.08.2018 VIDE ANNEXURE-D ETC.

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

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ



ORAL ORDER

1. Sri.Manohar.B.K., learned counsel who appears for respondents No.1 to 3 accepts notice for respondent No.4 also. Registry is directed to print his name as such.
2. The petitioners are before this Court seeking for the following reliefs;
 - a. *"Appoint Arbitrator in terms of Section 11(6) of the Arbitration and Conciliation Act, 1996 for resolution of the dispute between the Petitioner and the Respondent as per the Arbitration Clause 17 in MOU dated 06.08.2018 vide Annexure-D.*
 - b. *Award the cost of the Petition.*
 - c. *Pass any other appropriate order that this Hon'ble deems it fit and necessary in the facts and circumstances of the case."*
3. Sri.A.Mahesh Chowdhary., learned counsel for the petitioner submits that the Memorandum of understanding (for short herein after referred to as "**MOU**") dated 06.08.2018 is governed by an arbitration clause in terms of Clause 17 thereof, which is reproduced hereunder for easy reference;
 - 17.** *The parties have agreed that in the event of any dispute in regard to the terms of this agreement, the same is agreed to be resolved by means of arbitration.*



4. The parties have agreed to resolve their dispute by way of arbitration and as such, the notice having been issued, respondents not having acceded to the said demand this Court ought to exercise its powers under Section 11 of Arbitration and Conciliation Act, 1996 and appoint an Arbitrator.
5. Learned counsel for respondents would submit that MOU has not been signed by all the parties who have been shown as parties to said MOU and as such he submits that the MOU is an *inchoate* document. All the parties have not signed the MOU, the question of enforcing the contents of the said MOU including the arbitration clause against the respondent would not arise.
6. Having heard the learned counsel for the petitioner and respondent and perused the subject MOU dated 06.08.2018 it is seen that though Sri.S.Manjunath, respondent No.3, respondent No.4 and petitioner No.3 have signed the said MOU, petitioner No.2 and



respondent No.5 have not signed the MOU. Even if it is to be accepted that the signatures which are found are both on behalf of the person as also and on behalf of the firm that they represent, it still remains that the said document does not bear the signature of petitioner No.2 and more importantly the signature of respondent No.5. Hence, the agreement in my considered opinion is an *inchoate* agreement and as such the said agreement cannot be sought to be enforced against the respondents.

7. In that view of the matter, reserving liberty to the petitioner to avail of any other remedy available under law, the petition stands ***dismissed***.

**Sd/-
(SURAJ GOVINDARAJ)
JUDGE**

SR
List No.: 1 Sl No.: 23