

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

ARBITRATION PETITION NO. 43 OF 2026

SHRI. K. RAJESH

PETITIONER(S)

VERSUS

M/S SHANDERS PROPERTIES
PRIVATE LIMITED & ORS.

RESPONDENT(S)

O R D E R

1. This petition under Section 11(5), Section 11(6) and Section 11(9) of the Arbitration and Conciliation Act, 1996 (1996 Act), seeks the appointment of a sole arbitrator to adjudicate disputes arising from an Agreement to Sell dated 09.02.2013 (Agreement), executed between the Petitioner and the Respondent Nos. 1 to 6 in respect of Flat No. 4D10 in the residential apartment project "Shanders Dwellington" at Chikkanagamangala Village, Bengaluru.

2. Briefly stated, the Petitioner is an Indian national habitually residing in Bellevue, Washington State, United States of America. Respondent No. 1 is a company incorporated in India, having its registered office at Bengaluru, Karnataka, and is engaged in the business of real-estate development. Respondent Nos. 2 to 5 are the landowners of the property bearing Sy. No. 30/1A1A3 (Old Sy. No. 30/1A1A, earlier identified as Sy. No. 30) measuring 3 acres 20 guntas situated at Chikkanagamangala Village, Sarjapura Hobli, Anekal Taluk, Bengaluru. The landowners entered into a Joint

Development Agreement dated 09.11.2009 with Respondent No. 6 (who is the erstwhile Developer), and by registered Assignment Deed dated 29.11.2011 the development rights were assigned to Respondent No. 1, which was authorised under a General Power of Attorney to develop the project and to sell the developer's share, including the said flat, to purchasers such as the Petitioner.

3. It appears that a dispute arose when the Petitioner sought completion of the construction, execution of the sale deed and handover of possession of the schedule flat in terms of the Agreement. It is alleged that, despite the Petitioner having made payments towards the total sale consideration of Rs. 42,80,000/- in accordance with the agreed milestones, Respondent No. 1 neither handed over possession of the said Flat nor executed the sale deed within the stipulated period. The Agreement contemplated completion and delivery by December, 2015 with a grace period which expired in June, 2016. In these circumstances, the Petitioner issued a legal notice dated 29.02.2024 calling upon Respondent No. 1 to comply with their obligations. Upon failure of the Respondent No. 1 to do so, the Petitioner sought to initiate arbitral proceedings in accordance with Clause 20.2 of the Agreement, which provides for reference of disputes to a Sole Arbitrator to be appointed by the Developer.

4. Consequently, the Petitioner issued a communication dated 13.08.2024 to Respondent No. 1, invoking the arbitration clause and

suggested the name of Justice V. Jagannathan, former Judge of the High Court of Karnataka, for appointment as the Sole Arbitrator. However, Respondent No. 1 objected to the arbitration as well as to the suggested arbitrator. It is thus evident that the parties' attempt at amicable settlement of the issue of arbitrator appointment has also failed. Hence, the Petitioner has filed the instant Petition under Section 11 of the 1996 Act.

5. We have heard learned Counsel for the parties, and perused the material placed on record.

6. Keeping in view the facts and circumstances recorded above and the relevant provision(s) under the Agreement, we deem it just and appropriate to allow the instant Arbitration Petition and appoint Shri Veeranna G. Tigadi, former District and Sessions Judge from the State of Karnataka, as the Sole Arbitrator to resolve the subsisting disputes between the parties.

7. All the objections raised by the Petitioner as well as the Respondents are left open to be urged before the learned Arbitrator. The seat and venue of arbitration, in accordance with the arbitration agreement, shall be Bangalore, India.

8. The Arbitrator shall have the liberty to fix his own remuneration/fees in consultation with the parties. Ordered accordingly.

9. Pending interlocutory applications, if any, also stand disposed of.

.....CJI.
(SURYA KANT)

.....J.
(JOYMALYA BAGCHI)

.....J.
(V. MOHANA)

NEW DELHI;
JULY 31, 2026.

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGSPetition(s) for Arbitration No(s). 43/2026

SHRI. K.RAJESH

Petitioner(s)

VERSUS

M/S SHANDERS PROPERTIES PRIVATE LIMITED & ORS.

Respondent(s)

Date : 31-07-2026 This petition was called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE JOYMALYA BAGCHI
HON'BLE MRS. JUSTICE V. MOHANAFor Petitioner(s) : Ms. Jayasree Narasimhan, AOR
Mr. Dhruv Tank, Adv.
Mr. R. Sarbeshvaran, Adv.
Mr. Siddheesh Yadav, Adv.For Respondent(s) : Mr. Poornachandiran R., Adv.
Ms. Sivani KMS, Adv.
Mr. Muniraj, Adv.
Ms. Ishika Swami, Adv.
Mr. Vairawan A.s, AOR

UPON hearing the counsel the Court made the following

O R D E R

The Arbitration Petition is allowed in terms of the signed
order.

Pending application(s), if any, shall stand closed.

(NITIN TALREJA)
ASTT. REGISTRAR-cum-PS(PREETHI DILEEP KUMAR)
DY. REGISTRAR

(Signed order is placed on the file)