



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF JUNE, 2025

BEFORE

THE HON'BLE MR JUSTICE ASHOK S.KINAGI

CIVIL MISC. PETITION NO. 212 OF 2025

BETWEEN:

COLDMAN LOGISTICS PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
PROVISIONS OF THE COMPANIES ACT, 1956
HAVING ITS REGISTERED OFFICE AT
1ST FLOOR, DUBASH HOUSE, 15, J.N HEREDIA MARG,
BALLARD ESTATE, MUMBAI,
MAHARASHTRA 400001
REPRESENTED BY ITS AUTHORIZED SIGNATORY
MR. RAMRAJ RAJORIYA

...PETITIONER

(BY SRI. PRADEEP NAYAK, ADVOCATE)

AND:

PANASONIC INDIA PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT 12TH FLOOR,
AMBIENCE TOWER, AMBIENCE ISLAND,
NH-8 GURGAON, HARYANA - 122002

...RESPONDENT

(RESPONDENT SERVED)

THIS CIVIL MISC. PETITION IS FILED UNDER SEC.11(6)
OF ARBITRATION AND CONCILIATION ACT 1996., PRAYING TO
APPOINT MR. JUSTICE A.V. CHANDRASHEKARA (RETIRED
JUDGE, KARNATAKA HIGH COURT) AS THE SOLE ARBITRATOR,
OR ANY OTHER SOLE ARBITRATOR THAT THIS HON'BLE COURT
DEEMS FIT, TO ADJUDICATE ALL THE DISPUTES RAISED BY
THE PETITIONER THAT HAVE ARISEN BETWEEN THE

Digitally signed
by KIRAN
KUMAR R
Location:
HIGH COURT
OF
KARNATAKA



PETITIONER AND THE RESPONDENT UNDER THE AGREEMENTS, ANNEXED THEREIN AS ANNEXUER - A SERIES (A-A8) PURSUANT TO THE ARBITRATION CLAUSES THEREIN.

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

CORAM: HON'BLE MR JUSTICE ASHOK S.KINAGI

ORAL ORDER

1. This Civil Miscellaneous Petition is filed under section 11(6) of the Arbitration and Conciliation Act, 1996 (for short, "the Act") for the appointment of an arbitrator to resolve the dispute between the petitioner and the respondent in terms of Clause (10) of the Purchase Orders/Service Orders, and as per the provisions of the Act.
2. Brief facts leading rise to the filing of this petition are as follows:
3. The petitioner and the respondent entered into an oral agreement, under which the respondent agreed to provide complete solutions for refrigeration systems along with a comprehensive warranty to the



petitioner. In pursuance of this, the parties executed multiple purchase orders and service orders for the petitioner's warehouse in Bangalore, Sri City, Guwahati and Ahmedabad. The respondent on 28.10.2016 issued a commercial offer for a sum of Rs.3,75,00,000/- to the petitioner for Bengaluru warehouse; commercial offer dated 28.10.2016 for a sum of Rs.27,10,00,000/- for Sri City warehouse; commercial offer dated 28.09.2017 for sum of Rs.3,25,00,000/- for Gauwahati warehouse; and commercial offer dated 29.05.2018 for sum of Rs.3,11,00,0003/- for Ahmedabad warehouse.

4. The petitioner and the respondent executed purchase orders dated 09.11.2016, 27.09.2017 and 29.05.2018.
5. The petitioner experienced significant problems with the refrigeration systems in the Ahmedabad warehouse, for which the respondent failed to



remedy. The petitioner and the respondent engaged in several discussions, during which the petitioner informed the respondent of various issues across all four cities and requested the respondent to rectify the same.

6. The discussions between the parties were unproductive. The petitioner issued a legal notice on 29.06.2021 calling upon the respondent to reimburse the costs incurred and compensate the loss suffered by the petitioner as a result of the respondent's defective equipment and negligent service in Bangalore, Sri City, Guwahati and Ahmedabad.
7. The respondent replied to the legal notice on 31.08.2021, disputing the allegations raised by the petitioner.
8. The petitioner invoked the arbitration clause by issuing an arbitration notice under Section 21 of the Act on 07.04.2022 for commencing the arbitration



under the purchase orders and service orders concerning the disputes raised by the petitioner with the seat being in Bangalore.

9. The respondent replied to the notice and consented to refer all the disputes under the purchase orders and service orders to the arbitration by proposing the name of Hon'ble Mr.Justice A.V.Chandrashekar, retired Judge, High Court of Karnataka, as the sole arbitrator.
10. In light of the non-approval of the proposed Arbitrator suggested earlier, the petitioner issued another notice of arbitration dated 20.07.2023 reiterating the claims against the respondent and proposing the appointment of an alternate sole arbitrator in Bangalore.
11. The respondent replied, disputing the allegations raised by the petitioner in the legal notice dated 20.07.2023 and consenting to refer all the disputes



by proposing the name of Hon'ble Mr.Justice A.V.Chandrashekar, retired Judge, High Court of Karnataka, as the sole arbitrator. Hence, the petitioner was constrained to file this petition.

12. Though notice of this petition was issued to the respondent, and the same was duly served, the respondent remained unrepresented.
13. Heard the arguments of the learned counsel for the petitioner.
14. The learned counsel for the petitioner submits that a dispute has arisen between the petitioner and the respondent, and there is an arbitration clause in the purchase orders and services orders which require dispute to be resolved through an arbitration. He submits that though the respondent has consented to appointing Hon'ble Mr.Justice A.V.Chandrashekar, retired Judge, High Court of Karnataka, as the sole arbitrator in the reply to the arbitration notice, he did



not come forward. Hence, he submits that there is an arbitration clause in the purchase orders, and the service orders. Additionally, as the respondent consented to the appointment of Hon'ble Mr. Justice A.V.Chandrashekar, former Judge, High Court of Karnataka, as the sole arbitrator, he prays for allowing the petition.

15. Perused the records, and considered the submissions of the learned counsel for the petitioner.
16. The point that arises for consideration in this petition is:

"Whether the petitioner has made out a ground to refer the disputes to the arbitrator for adjudication of the disputes between the parties as per Clause (10) of the purchase orders and service orders?"

17. There is no dispute that the petitioner and the respondent entered into an oral agreement, under which the respondent was to provide complete



solutions for the refrigeration systems along with a comprehensive warranty to the petitioner. The parties have executed multiple purchase orders and service orders for the petitioner's warehouses in Bangalore, Sri City, Guwahati and Ahmedabad, as per Annexures 'A', 'A1' to 'A8'. The petitioner experienced significant problems with the refrigeration systems in the Ahmedabad warehouse, which the respondent failed to remedy.

18. There was deliberation between the petitioner and the respondent, but the same was of no avail. The petitioner issued a legal notice on 29.06.2021, calling upon the respondent to reimburse the costs incurred and compensate the loss suffered by the petitioner as a result of the respondent's defective equipment and negligent services in Bangalore, Sri City, Guwahati and Ahmedabad.



19. The respondent replied to the legal notice dated 29.06.2021, disputing the allegations raised by the petitioner. A dispute has arisen between the petitioner and the respondent, and there is an arbitration clause provided in the purchase orders, which reads as follows:

"10. Applicable Laws and arbitration

Any disputes or disagreement shall be mutually and amicably settled by direct negotiations. If subject to arbitration, the same shall be done as per conciliation and Arbitration Act of 1996, amended up to date only. Each party shall have the right to appoint a representative, and the place of Arbitration shall be Bengaluru, Karnataka, India.

This contract is subject to the applicable Indian laws only and shall be subject to the jurisdiction of the courts in Bengaluru, Karnataka, India."

20. The petitioner invoked the arbitration clause by issuing a notice on 07.04.2022 under Section 21 of



the Act. The respondent replied to the arbitration notice, consenting to refer all disputes under the purchase orders to the sole arbitrator Hon'ble Justice A.V.Chandrashekar, former Judge, High Court of Karnataka, but did not come forward for arbitration.

21. Admittedly, there is an arbitration clause in the purchase orders and the service orders. A dispute has arisen between the parties to the petition, and that dispute has to be resolved through arbitration. The respondent has also proposed the name of Hon'ble Mr. Justice A.V.Chandrashekar, retired Judge, High Court of Karnataka, as the sole arbitrator.

22. In view of the above discussion, I answer the point for consideration in the affirmative, and accordingly, I pass the following order:

ORDER

- (i) The petition is ***allowed***.



- (ii) Hon'ble Mr. Justice A.V.Chandrashekar, Retired Judge, High Court of Karnataka is nominated as the sole arbitrator to resolve the disputes between the parties to the petition under the provisions of the Arbitration and Conciliation Act and the Rules.
- (iii) The Office is directed to communicate this order to the learned arbitrator and the Arbitration and Conciliation Center, Bangalore.
- (iv) The Office is directed to return the original documents, if any, to the petitioner after retaining a photocopy of the same.
- (v) All pending interlocutory applications, if any, stand disposed of.

**Sd/-
(ASHOK S.KINAGI)
JUDGE**

RK
CT: KHV
List No.: 1 Sl No.: 22