



CNR: KAHC010010462026

NC: 2026:KHC:55031
CMP No. 3 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

CIVIL MISC. PETITION NO. 3 OF 2026

BETWEEN:

M/S VST TILLERS TRACTORS LTD
REGISTERED OFFICE AT PLOT NO.1
DYAVASANDRA INDUSTRIAL LAYOUT
WHITEFIELD ROAD, MAHADEVAPURA POST
BANGALORE-560 048
REP. BY ITS AUTHORISED
REPRESENTATIVE AND COMPANY SECRETARY
MR. CHINMAYA KHATUA

...PETITIONER

(BY SMT. MEGHA SUNIL, ADVOCATE FOR
SRI. G.B. SHARATH GOWDA., ADVOCATE)

AND:

M/S SHREE RAM TRACTORS
A PROPRIETARY CONCERN
HAVING ITS OFFICE AT, NO. 1
OPP GOPI FABRICATION, JAMNAVAD
DHORAJI, GUJARAT-360410
REP. BY ITS PROPRIETOR
MR. RAHUL CHHAIYA

...RESPONDENT

(RESPONDENT SERVED)

THIS CMP IS FILED UNDER SECTION 11(5) OF THE
ARBITRATION AND CONCILIATION ACT 1996 PRAYING TO
APPOINT AN ARBITRATOR TO RESOLVE DISPUTE BETWEEN
THE PARTIES AND ALLOW THE SAID ARBITRATOR TO ENTER
UPON THE REFERENCE AND ADJUDICATE THE DISPUTE AND
DIFFERENCE BETWEEN THE PARTIES ARISING OUT OF THE

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HAREKOPPA THIMMANNA GOWDA





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DEALERSHIP AGREEMENT DATED 18.04.2016 IN ARBITRATION
CLAUSE 15 GENERAL PARAGRAPH (K) AT ANNEXURE B.

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

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

ORAL ORDER

1. This petition is filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (for short, "the Act"), seeking appointment of a sole Arbitrator for adjudication of the disputes that have arisen between the parties under the Dealership Agreement dated 18.04.2016, particularly in terms of Clause 15(k) thereof, produced at Annexure-B.

2. The brief facts of the case are that, the petitioner is a company incorporated under the Companies Act and is engaged in the manufacture and trading of tractors, power tillers, agricultural machinery, equipment and spare parts. The respondent was appointed as an authorised dealer under the Dealership Agreement dated 18.04.2016, which contained an arbitration clause under Clause 15(k).



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Pursuant thereto, the petitioner supplied tractors, tillers and spare parts to the respondent on credit basis, with payment stipulated to be completed within 45 days from the date of invoice, and maintained a running account of the transactions. Despite receiving the supplies, the respondent failed to make timely payments and, as on 12.03.2025, a sum of Rs.82,69,236/- was due and payable. The petitioner issued a legal notice demanding payment along with contractual interest at 18% per annum. The respondent thereafter acknowledged its liability and returned four tractors, which were found to be in poor condition. Upon valuation, the petitioner issued credit notes for Rs.10,10,653/-, leaving a payable balance of Rs.72,58,583/-. Despite repeated demands and reminders, the respondent failed to clear the outstanding dues. Therefore, disputes arose between the parties in relation to the said Dealership Agreement.



3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Dealership Agreement, issued a notice dated 24.10.2025, vide Annexure-E, to the respondent under Section 21 of the Act. The same was served to the respondent. The said arbitration clause 15(k) reads as under:

"15. General

xxxxx

k) This Agreement shall be read and construed and take effect in all respects according to the Laws of India. For all legal purposes this Agreement shall be construed have been signed in Bangalore, Karnataka and "Any dispute arising out of or in connection with this agreement, including any question regarding its existence, terms, validity or termination, shall be referred to arbitration under the Arbitration act & Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one, appointed by VST

The seat, or legal place, of arbitration shall be at Bangalore.

The language to be used in the arbitral proceedings Shall be in English.



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The Governing Law of the Contract shall be the substantive law of India and all the disputes are subject to Bangalore Jurisdiction."

4. Despite service of the said notice, the respondent did not furnish any response. Hence, the present petition is filed seeking appointment of a sole Arbitrator.

5. Notice issued by this Court has been duly served upon the respondent. However, there is no representation on behalf of the respondent.

6. Having regard to the existence of the arbitration clause contained in the Dealership Agreement, which provides for resolution of disputes arising between the parties, and the fact that the petitioner has duly invoked the said arbitration clause by issuing notice under Section 21 of the Act, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of the disputes between the parties.

7. Accordingly, the following:

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HAREKOPPA THIMMANNA GOWDA



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ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Shri Laxman Rao Miskin, retired District Judge, is appointed as the Sole Arbitrator in the present case to arbitrate the disputes between the parties at the Arbitration and Conciliation Centre (Domestic & International), Bengaluru, as per the Rules governing the said Arbitration Centre.
- c) All the claims and contentions of the parties are left open.
- d) Registry is directed to communicate this order via e-mail to the Arbitration and Conciliation Centre (Domestic & International), Khanija Bhavan, Bengaluru, and also to the learned Sole Arbitrator.
- e) Registry is directed to return all the original documents produced by any of the parties after obtaining Photostat copies of the same.



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- f) Parties are directed to appear before the Director, Arbitration and Conciliation Centre, Bengaluru, on **03.11.2026** at 11:30 a.m.

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HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

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LIST NO.: 1 SL NO.: 14