



CNR: KAHC010101712025

NC: 2026:KHC:50645  
CMP No. 83 of 2025

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 17<sup>TH</sup> DAY OF SEPTEMBER, 2026**

**BEFORE**

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

**CIVIL MISC. PETITION NO. 83 OF 2025**

**BETWEEN:**

ENCORE HEAVY MACHINERY PVT LTD.,  
HAVING ITS REGISTERED OFFICE AT  
NO.259, 1<sup>ST</sup> CROSS, 4<sup>TH</sup> PHASE  
PEENYA INDUSTRIAL AREA  
BENGALURU-560058.  
REP. BY ITS MANAGER/AUTHORISED SIGNATORY  
MR.MANJUNATHA H.B

...PETITIONER

(BY SRI. PRASANNA V R., ADVOCATE)

**AND:**

1. M/S S.G.R. MINERALS AND METALS PVT LTD.,  
HAVING ITS REGISTERED OFFICE  
PRESENTLY AT NO.53, 3<sup>RD</sup> FLOOR,  
EMPIRE TOWER  
RAILWAY PARALLEL ROAD  
KUMARA PARK WEST  
BENGALURU-560060  
REP. BY ITS MANAGING DIRECTOR  
/AUTHORIZED SIGNATORY/

2. MR.NAGESH KATTA RADHAKRISHNAIAH  
DIRECTOR OF M/S. S.G.R.MINERALS  
AND METALS PVT. LTD NO.126  
2<sup>ND</sup> CROSS, K.G.NAGAR  
GAVIPURAM EXTENSION  
BENGALURU-560019.

...RESPONDENTS

(R1 AND R2 ARE SERVED)

Digitally Signed by NARENDRA PRASAD  
HAREKOPPA THIMMANNA GOWDA





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THIS CMP IS FILED UNDER SECTION 11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996 PRAYING TO APPOINT ANY SUITABLE ARBITRATOR IN EXERCISE OF POWER UNDER SEC.11 OF THE ARBITRATION AND CONCILIATION ACT, 1996 AND REFER THE DISPUTE BETWEEN THE PETITIONER AND RESPONDENT ARISING OUT OF BUSINESS TRANSACTION WITH REFERENCE TO CLAUSE NO.14 OF THE TAX INVOICE DATED 16.02.2018, 23.02.2018, 02.03.2018 AND 11.04.2018, VIZ., CONDITION NO.14, WHICH FOLLOWED WITH NOTICE DATED 20.11.2024 VIDE ANNEXURE B,B-1, B-2, B-3 AND ANNEXURE E RESPECTIVELY.

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 petitioner and the respondent under the Tax Invoices dated 16.02.2018, 23.02.2018, 02.03.2018 and 11.04.2018, particularly in terms of Clause/Condition No.14 thereof, produced at Annexures-B to B3, respectively.



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2. Brief facts of the case are that the petitioner is a private limited company registered under the Companies Act, carrying on business as authorised dealer of Volvo CE India (P) Ltd., for SDLG products and Volvo construction equipment since 2015. Respondent No.1 is a private limited company represented by respondent No.2 and has been a customer of the petitioner for the past several years. In the usual course of business, the petitioner has been supplying Volvo Excavators and spare parts to the respondents by raising Tax Invoices and maintaining a running account for several years. As on 18.05.2022, the respondents were due in a sum of Rs.35,24,701/- towards principal outstanding. The petitioner issued a legal notice dated 26.06.2023 demanding Rs.39,91,700/- as on 24.06.2023 with future interest. The same was duly served, but no payment was made. As per the terms of Tax Invoices dated 16.02.2018, 23.02.2018, 02.03.2018 and 11.04.2018, the respondents are liable to pay interest at 12% p.a. Thus, as on 19.11.2024, the total outstanding



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was Rs.45,86,167/-. However, the respondents failed to make the payment. Subsequently, disputes arose between the parties in relation to the said Tax Invoices.

3. The Tax Invoices contain an arbitration clause, namely, Clause/Condition No.14, which reads as under:

*"14. Any dispute relating to the booking, payment of price, delivery, and quality of the vehicle or any other matters associated with the sale of the vehicle shall be settled by the customer and Volvo through arbitration at Bangalore in accordance with laws relating to arbitration in India. In case disputes are not settled through arbitration, the courts at Bangalore, India shall have the jurisdiction."*

4. As the Tax Invoices provides for resolution of disputes by way of arbitration, the petitioner issued a notice dated 20.11.2024, vide Annexure-E, to the respondents under Section 21 of the Act, invoking the arbitration clause. To that effect, the petitioner has also produced the acknowledgement and postal tracking report



evidencing service of the said notice on the respondent. Despite service of the said notice, the respondents did not furnish any response. Hence, the petitioner has filed the present petition.

5. Notice issued by this Court has been duly served upon the respondents. Despite service of notice, none appears on behalf of the respondents.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Tax Invoices, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of the disputes between the parties. Accordingly, the following:

**ORDER**

- a) Civil Miscellaneous Petition is **allowed**.
- b) Sri Mohammed Khan M.Pathan (M.M.Pathan), 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 &



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International), Bengaluru, as per the Rules governing the said Arbitration Centre.

- c) All the claims and contentions of the parties are kept 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.
- f) Parties are directed to appear before the Director, Arbitration and Conciliation Centre, Bengaluru, on **13.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD  
HAREKOPPA THIMMANNA GOWDA

**(H.T. NARENDRA PRASAD)**  
**JUDGE**