



CNR: KAHC010115852026

NC: 2026:KHC:49615
CMP No. 78 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 11TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 78 OF 2026

BETWEEN:

INSTAKART SERVICES PRIVATE LIMITED
REP. BY ITS AUTHORIZED REPRESENTATIVE
NILESH MODI
AGED ABOUT 31 YEARS
OFFICE AT BUILDINGS ALYSSA
BEGONIA AND CLOVER
EMBASSY TECH VILLAGE
OUTER RING ROAD
DEVARABEESANAHALLI VILLAGE
BENGALURU - 560103.

...PETITIONER

(BY SRI. DEXTER COLASO, ADVOCATE FOR
SRI. PRATEEK CHANDRAMOULI., ADVOCATE)

AND:

TQS LOGISTICS SERVICES PRIVATE LIMITED
GROUND FLOOR, PLOT NO. 27-28
KHASRA NO. 6/12, GALI NO. 14
BHATTA ROAD, SWAROOP NAGAR
NEW DELHI-110042.
ALSO, AT
A-100, DDA SHED, OKHLA PHASE-II
NEW DELHI-110020.

...RESPONDENT

(RESPONDENT SERVED)

THIS CMP IS FILED UNDER SECTION 11(6) OF THE
ARBITRATION AND CONCILIATION ACT, 1996., PRAYING TO
APPOINT A SOLE ARBITRATOR TO ADJUDICATE UPON THE
DISPUTES ARISING BETWEEN THE PETITIONER AND THE

Digitally signed by
DHANALAKSHMI
MURTHY
Location: HIGH
COURT OF
KARNATAKA



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RESPONDENT UNDER CLAUSE 17 OF THE SERVICE AGREEMENT
DATED 7.07.2023, ATTACHED AS DOCUMENT – B AND ETC.

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(6) 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 Service Agreement dated 07.07.2023, particularly in terms of Clause 17 thereof, produced at Document-B.

2. Petitioner is a Private Limited Company registered under the Companies Act, 2013 and is engaged in the business of providing Logistic services, Pan-India. It facilitates transactions between independent third party sellers and end customers by collecting sealed products from sellers and delivering them to the buyers in the same intact condition. The respondent is also service provider



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engaged in the business of education. The parties have entered into Service Agreement dated 07.07.2023 (Document-B). Respondent availed the services of the petitioner, appointing the petitioner as a service provider on a non-exclusive basis. Petitioner provided logistic services to the respondent. Despite which, the respondent failed to make payments for the same as per the Agreement.

3. The Service Agreement contains an arbitration clause, namely, Clause 17, which reads as under:

"17. Governing Law, Jurisdiction and Dispute Resolution

a. Governing Law and Jurisdiction

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the sole and exclusive jurisdiction of courts in Bengaluru. This Agreement is executed in English language which shall prevail over any translation thereof.



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b. Dispute Resolution:

- i. All disputes arising out of or in relation to this Agreement (whether before or after the termination or breach of this Agreement), including any question regarding its existence, validity, or termination, which cannot be amicably resolved by the Parties within 30 days of being brought to their attention, shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996 and any amendments thereof. The Parties mutually agree to appoint a sole arbitrator. The award of the arbitrator shall be final and conclusive and binding upon the Parties. The seat of Arbitration shall be Bengaluru, Karnataka and the language of arbitration shall be English. The cost of arbitration shall be borne by the Parties equally.*
- ii. The existence of any dispute or difference or the Initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement. It is agreed that the arbitrator shall also determine and make an award as to the costs of the arbitration proceedings. Notwithstanding anything contained herein, the Parties shall have a right to institute legal proceedings to prevent any continuing breach of the provisions*



of this Agreement to seek an injunctive or any other specific relief.”

4. Since disputes arose between the parties and there is a mechanism for redressal of such disputes by way of arbitration, the petitioner issued a notice dated 04.04.2025 vide Document-E, to the respondent in terms of Section 21 of the Act, invoking the arbitration clause. Despite service of the said notice, the respondent 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 respondent. Despite service of notice, none appears on behalf of the respondent.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Service Agreement, 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) Hon'ble Mr.Justice.A.N.Venugopala Gowda, Former Judge, High Court of Karnataka, 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 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 Hon'ble Mr.Justice.A.N.Venugopala Gowda.



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- 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 05.10.2026 at 11:30 a.m.

**Sd/-
(H.T. NARENDRA PRASAD)
JUDGE**

DM
LIST NO.: 1 SL NO.: 4