



CNR: KAHC010171222026

NC: 2026:KHC:50785
CMP No. 123 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 123 OF 2026

BETWEEN:

CATERPILLAR FINANCIAL SERVICES
INDIA PRIVATE LIMITED
A COMPANY INCORPORATED AND
REGISTERED UNDER THE COMPANIES ACT, 1956
HAVING ITS REGISTERED OFFICE AT
PRESENTLY AT, GROUND FLOOR
PRESTIGE SHANTINIKETAN, CRESCENT 1
WHITEFIELD ROAD HOODI, WHITEFIELD
BENGALURU, BENGALURU URBAN
KARNATAKA-560048
REP. BY AUTHORISED
JOCKINS R.C
AGED ABOUT 48 YEARS.

...PETITIONER

(BY SRI. THAKUR RISHABH RAJ., ADVOCATE)

AND:

1. SATISH GOPINATH LOHOT
AT. GANGAPUR BK PO
SHINOLI TAL AMBEGAON DIST
SHINOLI PUNE, MAHARASHTRA-410516.
2. RAJSHREE SATISH LOHOT
GANGAPUR BK, GANGAPUR ROAD
KHURD PUNE, MAHARASHTRA-410516.

...RESPONDENTS

(RESPONDENTS SERVED AND UNREPRESENTED)

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA on 21-
09-2026





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THIS CMP IS FILED UNDER SECTION 11(6) OF THE ARBITRATION AND CONCILIATION ACT, 1996., PRAYING TO APPOINT A SOLE ARBITRATOR TO RESOLVE THE DISPUTES AND DIFFERENCES AMONGST THE PARTIES IN TERMS OF CLAUSE 21 OF THE LOAN AND SECURITY AGREEMENT DATED 24.08.2022, BEARING NO.080-70003283 ANNEXURE - B, BETWEEN THE PETITIONER AND THE RESPONDENTS.

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 respondents under the Loan and Security Agreement dated 24.08.2022, particularly in terms of Clause 21 thereof, produced at Annexure-B.

2. The petitioner is a company incorporated in India under the Companies Act and is engaged in the business of financing products primarily manufactured by Caterpillar Inc. The respondents approached the petitioner and intended to avail financial assistance in order to purchase



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a Caterpillar, Model No.323D3, having Sl.No.FEY11147. Accordingly, the parties entered into a Loan and Security Agreement dated 28.04.2022. Disputes arose between the parties in respect of the said Agreement.

3. The said Agreement contains an arbitration clause, namely, Clause 21, which reads as under:

"21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement shall be governed by the laws of the Republic of India.

21.2 Any dispute/s arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation, or termination thereof, shall be referred to and finally resolved by arbitration of a sole Arbitrator as per the provisions of the Arbitration & Conciliation Act, 1996. The parties by mutual agreement have appointed and named the sole Arbitrator who shall be Mr. Sri. D.R.Venkatasudarshan, Dist. & Sessions Judge (Retd), Bengaluru. The sole Arbitrator's consent is also obtained before appointment and therefore he can enter upon the reference the moment one of the parties approach him for interim measures/ final award.



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21.3 It is further agreed that the in the event of the above jointly agreed/nominated sole Arbitrator not being available for any reason or in the event of any disability preventing the agreed Arbitrator from commencing or continuing the arbitration proceedings, it is hereby jointly agreed that the nominated substitute Arbitrator shall be Mr. S.R. Somashekhar, Dist. & Sessions Judge (Retd), Bengaluru, who will be entitled to commence and/or continue arbitration proceedings as a regular Arbitrator and also pass interim, ad-interim and/or ex- parte orders as indicated above."

21.4 As the parties have appointed and named the Arbitrator under this agreement by mutual consultation, the aggrieved party shall be entitled to seek interim measures contemplated under Section 9 of the Arbitration & Conciliation Act, 1996, before the Arbitrator by invoking Section 17 of the Arbitration & Conciliation Act, 1996. In the event of urgency and/or if delay in issuing notice would frustrate the very purpose of seeking the interim measure/s, it is agreed that the sole Arbitrator shall be entitled to pass an ex-parte, ad-interim order/s as may be just, expedient and necessary.

21.5 Only the High Court of Karnataka at Bengaluru shall have exclusive jurisdiction in relation to the appealable interim order/s passed during the Arbitration proceedings



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and the Commercial Court established at Bengaluru City shall have exclusive jurisdiction to the challenge the Arbitration Award, whether interim or final, that may be passed by the sole Arbitrator.

21.6 The seat of Arbitration shall be Bengaluru City at Basavanagudi Arbitration Center, Vaibhav Apartments, 85/5, First Floor, Gandhi Bazaar Main Rd, opp. HSBC Bank, Basavanagudi, Bengaluru, Karnataka 560004.

21.7 The proceedings shall be in English language."

21.8 Notwithstanding Section 21.2 above, we reserve the right to, in our sole option, also commence legal proceedings and to enforce the Security through proceedings before Indian Courts under the provisions of the Indian Civil Procedure Code or any other law for the time being in force or enforce Security under Securitization and Reconstruction of Financial Unit and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") or proceed to recover dues from the Obligors under the SARFAESI Act, the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 and/or any other applicable law.

21.9 Any suit, petition, reference or other filing permitted, including those required to be made pursuant



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to the Arbitration and Conciliation Act, 1996 or under any other Act in respect of the matters arising out of the Loan Documents shall be, at the discretion of the Lender be instituted only in the competent courts of Bengaluru. The submission to the jurisdiction of the courts at Bengaluru is for the benefit of the Lender only and shall not be construed so as to limit the right of the Lender to take proceedings in any other court of competent jurisdiction, nor shall the taking of proceedings by the Lender in any one or more jurisdictions preclude the taking of proceedings by the Lender in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law."

4. As the Agreement provides for resolution of disputes by way of arbitration, the petitioner issued a notice dated 01.01.2026, vide Annexure-D, to the respondent under Section 21 of the Act, invoking the arbitration clause. The petitioner has also produced the acknowledgement and postal tracking report evidencing service of the said notice on the respondents. 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 respondent.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the 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) Sri.G.Nanjundaiah, 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 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 **14.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA on 21-
09-2026

(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 32