



CNR: KAHC010257092024

NC: 2026:KHC:50646
CMP No. 198 of 2024

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. 198 OF 2024

BETWEEN:

M/S. FOSROC CHEMICALS (INDIA) PRIVATE LIMITED
A COMPANY REGISTERED UNDER THE
PROVISIONS OF THE COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE AT
EMBASSY POINT, 2ND FLOOR
P.B. NO. 5509, NO. 150, INFANTRY ROAD
BANGALORE-560 001.
REP. BY ITS AUTHORIZED SIGNATORY
RAJASHEKARAIHAH MAHADEVAIAH.

...PETITIONER

(BY SRI S. KRISHNA, ADVOCATE FOR
SRI. SUMANA NAGANAND., ADVOCATE)

AND:

M/S. HITECH CIVIL ENGINEERS PRIVATE LTD.,
A COMPANY REGISTERED UNDER THE
PROVISIONS OF THE COMPANIES ACT 1956
HAVING ITS OFFICE AT PLOT NO. 9
NO. 8/6, SAHAJEEVAN COLONY
POST BOX NO. 721, HADDO,
ANDAMAN NICOBAR-744 102.

...RESPONDENT

(RESPONDENT SERVED)

THIS CIVIL MISC. PETITION UNDER SECTION 11 (5)
AND 11 (6) OF THE ARBITRATION AND CONCILIATION ACT,
1996, PRAYING PLEASED TO APPOINT AN APPROPRIATE
ARBITRAL TRIBUNAL TO ADJUDICATE UPON THE DISPUTES
THAT HAVE ARISEN BETWEEN THE PETITIONER AND THE





CNR: KAHC010257092024

NC: 2026:KHC:50646
CMP No. 198 of 2024

RESPONDENT AS PER THE CLAUSE 18 OF THE TERMS AND CONDITIONS CONTAINED IN THE TAX INVOICE PRODUCED AS ANNEXURE-C 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(5) and 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 Invoices, particularly in terms of Clause 18 thereof, produced at Annexure-C.

2. Brief facts of the case are that the petitioner is a company registered under the Companies Act and is engaged in the business of manufacturing and supply of constructive solutions. The respondent is also a company registered under the Companies Act and is engaged in the business of application of constructive solutions. In the usual course of business, the respondent placed orders for



NC: 2026:KHC:50646
CMP No. 198 of 2024

supply of constructive solutions vide Purchase Orders dated 10.04.2021 and 12.04.2021, respectively to the petitioner. Pursuant to the said purchase orders, the petitioner supplied the constructive solutions to the respondent on various dates. Upon such supply, the petitioner raised seven tax invoices between 21.04.2021 and 17.05.2021, aggregating to a sum of Rs.24,49,634/-. The said invoices were duly received and accepted by the respondent without any dispute. As per the terms of the trade agreement entered into between the parties, the respondent was provided with credit limit of up to Rs.30,00,000/- along with a credit period of 30 days for making payment against the tax invoices. However, despite expiry of the said credit period, the payments under the tax invoices remained outstanding. Though the petitioner sent several emails requesting the respondent to make payment of the outstanding amount, the respondent failed to make the payment.



3. The Invoices contains an arbitration clause, namely,
Clause 18, which reads as under:

"18. Dispute Resolution: All disputes and differences out of or in connection with this invoice shall in the first instance be settled amicably by mutual negotiation between the authorized representatives of both the parties herein failing which the said disputes and differences shall be referred to arbitration by Sole Arbitrator to be appointed by Forsroc herein. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and/or any statutory modification thereof. The venue of such arbitration shall be in Bengaluru and the award passed by the tribunal shall be final and binding on the parties."

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 29.12.2023, vide Annexure-F, to the respondent in terms of Section 21 of the Act, invoking the arbitration clause. The petitioner has also filed a memo along with the postal track, having served notice on the respondent, which was



delivered on 04.01.2024. 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 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 Prasanth V.G., Advocate, 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.



NC: 2026:KHC:50646
CMP No. 198 of 2024

CNR: KAHC010257092024

- 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 12.10.2026 at 11:30 a.m.

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

(H.T. NARENDRA PRASAD)
JUDGE