



CNR: KAHC010276092026

NC: 2026:KHC:50355
CMP No. 187 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 187 OF 2026

BETWEEN:

M/S BAPUJI CONSTRUCTIONS PVT LTD
SRI H. B. RAVIKUMAR (JV)
NO. 913/A, T-4, MALOO GARDEN PARK
ROYAL APARTMENT MAIN ROAD
RAJARAJESWARI NAGARA
BENGALURU-560098
REP.BY IT'S AUTHORIZED SIGNATORY
SRI. J.BAPUJI

...PETITIONER

(BY SRI. VASU DEVA NAIDU S., ADVOCATE)

AND:

1. STATE OF KARNATAKA
REP. BY THE SECRETARY
PUBLIC WORKS, PORTS AND INLAND
WATER TRANSPORT DEPARTMENT
GOVERNMENT OF KARNATAKA
VIKAS SOUDHA, BANGALORE-560001.
2. THE CHIEF ENGINEER
NATIONAL HIGHWAYS ZONE
GOVERNMENT OF KARNATAKA
BANGALORE-560001.
3. THE EXECUTIVE ENGINEER
NATIONAL HIGHWAYS DIVISION
GOVERNMENT OF KARNATAKA
TUMKUR-572101

...RESPONDENTS

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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(BY SRI.M RAJAKUMAR, AGA. FOR R1 TO R3)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT PRAYING TO APPOINT A SOLE ARBITRATOR TO ADJUDICATE THE DISPUTES BETWEEN THE PARTIES ARISING OUT OF THE CONTRACT BEARING NO. 43/2017-18 DATED 17.08.2017 AS THERE EXISTS AN ARBITRATION AGREEMENT AT ARTICLE 26.2. OF THE CONTRACT AGREEMENT MARKED AS ANNEXURE F 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 respondents under the Agreement/Work Order dated 17.08.2017 particularly in terms of Article 26.2 thereof, produced at Annexure-G.

2. Brief facts of the case, as stated by the petitioner, are that the petitioner is a Joint Venture firm constituted for the purpose of tendering for the subject contract matter and is represented by its authorized signatory, Sri.

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J. Bapuji. The respondents invited tender on 21.07.2016 for the work of widening and strengthening of two lane with paved shoulders from Ch:544.200 km to Ch:594.000 km, Hosamane Cross to Pandavapura Section of NH-150A in Karnataka State, for a contract value of Rs.196.18 Crores. The petitioner participated in the tender and was declared the successful bidder, and the work was allotted for a sum of Rs.166,66,66,688/- by Letter of Acceptance dated 02.08.2017, followed by Agreement/Work Order dated 17.08.2017. The petitioner commenced the work and completed the entire work except in respect of the major bridge at Km 593-720 (Banghatta Bridge). A Provisional Completion Certificate was issued on 08.12.2020 with a punch list, which was thereafter complied with, and the Final Completion Certificate was issued on 24.12.2020. According to the petitioner, after completion of the maintenance and defect liability period of 48 months, the respondents issued a Final Notice dated 28.10.2025 under Clause 23.1(g) and (h) of Contract



Agreement, stating that no further communication would be entertained and that the balance work would have to be executed at the petitioner's own risk and cost, besides encashing the performance Bank Guarantee. Thereafter, a dispute arose between the parties.

3. The Agreement/Work Order contains an arbitration clause, namely, Article 26.2, which reads as under:

"26.2 Conciliation

*In the event of any Dispute between the Parties, either Party may call upon the Authority's Engineer, or such other person as the Parties may mutually agreed upon (the "**Conciliator**") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7*



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(seven) business day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 26.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 26.3"

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 30.01.2026, vide Annexure-L, to the respondents in terms of Section 21 of the Act, invoking the arbitration clause. The respondents acknowledged the receipt of the said notice. However, despite service of the said notice, the respondents did not furnish any response. Hence, the petitioner has filed the present petition.



5. Learned AGA appearing for the respondents submits that the respondents have no objection for appointment of the Sole Arbitrator.

6. In view of the above, and having regard to the existence of the arbitration clause contained in the Agreement/Work Order, 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 Sri 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.



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- 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 Sri Justice A.N.Venugopala Gowda.
- 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

(H.T. NARENDRA PRASAD)
JUDGE

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LIST NO.: 1 SL NO.: 10