



CNR: KAHC010310322026

NC: 2026:KHC:53117
CMP No. 224 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 224 OF 2026

BETWEEN:

M/S. BAKA CONSTRUCTIONS
ENGINEERS AND MES CONTRACTORS
A PARTNERSHIP FIRM REGISTERED UNDER
THE PARTNERSHIP ACT, 1932
WITH ITS REGISTERED ADDRESS AT
NO.25/A, 3RD STAGE, 4TH BLOCK
WEST OF CHORD ROAD
BASAVESHWARA NAGAR
BENGALURU-560 079
REPRESENTED BY MR. K M ANIL KUMAR, PARTNER.

...PETITIONER

(BY SRI. ADITYA MATOLLI, ADVOCATE FOR
SRI. RAGHURAM CADAMBI, ADVOCATE)

AND:

1. ENGINEER-IN-CHIEF
MILITARY ENGINEERING SERVICES
KASHMIR HOUSE
RAJAJI MARG
NEW DELHI-110 011.
2. CHIEF ENGINEER (AIR FORCE)
HEADQUARTERS CHIEF ENGINEER (AIR FORCE)
NO.2, DC AREA, MES ROAD
YESHWANTHPURA
BENGALURU-560 022.

...RESPONDENTS

(BY SMT. SADHANA S. DESAI, CGC FOR R1 & R2)

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





CNR: KAHC010310322026

NC: 2026:KHC:53117
CMP No. 224 of 2026

THIS CMP IS FILED U/S. 11(6)(A) OF ARBITRATION AND CONCILIATION ACT, 1996 PRAYING TO ALLOW THIS CIVIL MISCELLANEOUS PETITION AND APPOINT A SOLE ARBITRATOR UNDER THE ACT, BEING ONE AMONG: (a) SHRI MCT PAREVA, RETD ADDITIONAL DG, CPWD; (b) SHRI ARVIND KUMAR ARORA, RETD. DG(PERS), MES; (c) SHRI VIJENDER KUMAR JAIN, RETD. Pr. CMM, RAILWAYS, AS SET OUT IN THE NOTICE INVOKING ARBITRATION DATED 04.02.2026 (ANNEXURE D), OR ANY OTHER PERSON THAT THIS HON'BLE COURT MAY DEEM APPROPRIATE IN ACCORDANCE WITH THE QUALIFICATION HAVING A DEGREE IN ENGINEERING OR EQUIVALENT, AS SET OUT IN TERMS OF CLAUSE 70 OF THE GENERAL CONDITION CONTRACT I.A.F.W. 2249 (ANNEXURE C) READ ALONGWITH CLAUSE 7(b) OF THE TENDER PAGE (ANNEXURE C1), AS AGREED TO BE FOLLOWED IN THE CONTRACT BEARING CA NO.CE(AF) /BAN/43/2017-18 (ANNEXURE A) DATED 14.10.2017 ENTERED INTO 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)(a) of the Arbitration and Conciliation Act, 1996 (for short, "the Act"), seeking the following reliefs:

A. Allow this Civil Miscellaneous Petition and appoint a Sole Arbitrator under the Act, being one among: (a) Shri MCT Pareva, Retd Addl. DG, CPWD; (b) Shri Arvind Kumar Arora, Retd. DG(Pers), MES; (c) Shri

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA



CNR: KAHC010310322026

NC: 2026:KHC:53117
CMP No. 224 of 2026

Vijender Kumar Jain, Retd. Pr. CMM, Railways, as set out in the notice invoking arbitration dated 04.02.2026 (ANNEXURE D), or any other person that this Hon'ble Court may deem appropriate in accordance with the qualification having a degree in engineering or equivalent, as set out in terms of Clause 70 of the General Condition Contract I. A. F. W. 2249 (ANNEXURE C) read along with Clause 7(b) of the Tender Page (ANNEXURE C1), as agreed to be followed in the contract bearing CA No. CE(AF) / BAN / 43 of 2017-2018 1:14-10-2017. (ANNEXURE A) entered into between the Petitioner and the 2 Respondents;

B. Grant such other and further reliefs as are just, including the cost of this petition, in the interest of justice and equity.

2. The brief facts of the case are that the petitioner is a partnership firm registered under the Partnership Act engaged in the business of various construction and infrastructure development projects exclusively for the Indian Armed Forces. Respondent No.2 invited tender for construction of compound wall in the left over portion in

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA



NC: 2026:KHC:53117
CMP No. 224 of 2026

domestic area at the Air Force Station, Yelahanka, Bengaluru. The petitioner submitted his bid and upon consideration of the bid, respondent No.2 has awarded the contract to the petitioner and issued Letter of Acceptance dated 14.10.2017 (Annexure-A). Subsequently, disputes arose between the parties with respect to delay in completion of the work and non-payment of outstanding dues to the petitioner.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Letter of Acceptance dated 14.10.2017 at Annexure-A, issued a notice dated 04.02.2026, vide Annexure-D, to the respondents under Section 21 of the Act. The said arbitration clause 70 reads as under:

"70. Arbitration.- All disputes, between the parties to the Contract(other than those for which the decision of the C.W.E, or any other person is by the Contract expressed to be final and binding) shall, after written notice by either party to the Contract to the other of them, be referred to the sole arbitration of an Engineer officer to be appointed by the authority mentioned in the tender documents.



CNR: KAHC010310322026

NC: 2026:KHC:53117
CMP No. 224 of 2026

Unless both parties agree in writing such reference shall not take place until after the completion or alleged completion of the Work or termination or determination of the Contract under Condition Nos. 55, 56 and 57 hereof.

Provided that in the event of abandonment of the Works or cancellation of the Contract under Condition Nos. 52, 53 or 54 hereof, such reference shall not take place until alternative arrangements have been finalized by the Government to get the Works completed by or through any other Contractor or Contractors or Agency or Agencies.

Provided always that commencement or continuance of any arbitration proceeding hereunder or otherwise shall not in any manner militate against the Government's right of recovery from the contractor as provided in Condition 67 hereof.

If the Arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the authority appointing him may appoint a new Arbitrator to act in his place.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties, asking them to submit to him their statement of the case and pleadings in defence.

The Arbitrator may proceed with the arbitration, exparte, if either party, inspite of a notice from the Arbitrator fails to take part in the proceedings.

The Arbitrator may, from time to time with the consent of the parties, enlarge, the time upto but not



CNR: KAHC010310322026

exceeding one year from the date of his entering on the reference, for making and publishing the award.

The Arbitrator shall give his award within a period of six months from the date of his entering on the reference or within the extended time as the case may be on all matters referred to him and shall indicate his findings, along with sums awarded, separately on each individual item of dispute.

The venue of Arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion.

The award of the Arbitrator shall be final and binding on both parties to the Contract."

4. The respondents submitted their reply on 23.03.2026 as per Annexure-F to the said notice. Being dissatisfied with the response, petitioner has approached this Court by filing the present petition seeking appointment of an arbitrator.

5. Learned counsel appearing for the respondents submits that respondents have no objection to the appointment of an Arbitrator by this Court. However, he seeks for appointment of a technical expert as an Arbitrator.



6. Having regard to the existence of the arbitration clause contained in the Letter of Acceptance, which provides for resolution of disputes arising between the parties, and the fact that the petitioner has duly invoked the said arbitration clause by issuing notice under Section 21 of the Act, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of the disputes between the parties.

7. Accordingly, the following:

ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Mr.L.Sridhara Murthy, Civil Engineer, 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 left open.



NC: 2026:KHC:53117
CMP No. 224 of 2026

CNR: KAHC010310322026

- 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 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 26.10.2026 at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

DM
CT:SM
List No.: 1 Sl No.: 34