



CNR: KAHC010423672026

NC: 2026:KHC:49940
CMP No. 315 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 15TH DAY OF SEPTEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 315 OF 2026

BETWEEN:

GRASIM INDUSTRIES LIMITED
(B2B E-COMMERCE BUSINESS DIVISION
-BIRLA PIVOT) A COMPANY
REGISTERED UNDER THE COMPANIES ACT, 2013
HAVING ITS OFFICE AT, 8TH FLOOR
UMIYA BUSINESS BAY 2
CESSNA BUSINESS PARK
MARATHAHALLI, BENGALURU 560 037.
TEL 91 8150900000
EMAIL SHASWATA.BANERJEE@ADITYABIRILA.COM
(REPRESENTED THROUGH ITS AUTHORISED
REPRESENTATIVE AND SPECIFIC
POWER OF ATTORNEY HOLDER, MR. SHASWATA
BANERJEE, LEGAL HEAD).

...PETITIONER

(BY SRI. SRIKANT MOHAN., ADVOCATE)

AND:

M/S TIRUPATI CEMENT PRODUCTS
A PARTNERSHIP FIRM
REGISTERED UNDER THE PARTNERSHIP ACT, 1932
C-60, COMMUNITY CENTRE
JANAK PURI, NEW DELHI-110 058.

...RESPONDENT

(RESPONDENT SERVED)

THIS CMP IS FILED UNDER SECTION 11(5) AND 11(6) OF
THE ARBITRATION AND CONCILIATION ACT 1996 PRAYING TO
APPOINT A SOLE ARBITRATOR AS PER THE PROVISIONS OF

Digitally signed by
DHANALAKSHMI
MURTHY

Location: HIGH
COURT OF
KARNATAKA



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SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, IN PURSUANCE OF CLAUSE 19 OF THE SALES ORDER NO. QS068C97CFFWEG DATED 16.09.2025 (ANNEXURE C) FOR ADJUDICATION OF THE DISPUTES AND DIFFERENCES THAT HAVE ARISEN BETWEEN THE PARTIES 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 Sales Order dated 16.09.2025, particularly in terms of Clause 19 thereof, produced at Annexure-C.

2. Brief facts of the case are that the petitioner is a company incorporated under the Companies Act. The respondent is a Partnership Firm registered under the Indian Partnership Act, 1932. In the ordinary course of business, the respondent approached the petitioner for the supply of Primary Make MS Pipe 406 Micron Food Grade



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Epoxy White and subsequently issued a Purchase Order dated 19.04.2024. The petitioner duly acknowledged and accepted the said Purchase Order and pursuant thereto, the petitioner, on various dates, issued a total of 11 Sales Orders, and the same were duly supplied to the respondent. Thereafter, the petitioner raised a total of 87 Tax Invoices aggregating to a total sum of Rs.14,29,39,396/-. Out of the said amount, the respondent paid against 85 Tax Invoices, leaving out 2 Tax Invoices amounting to Rs.47,58,652/-. Since the said amount has not been paid, a dispute arose between the parties.

3. The Sales Order contains an arbitration clause, namely, Clause 19, which reads as under:

"19. JURISDICTION

In case of any dispute or difference arising between the parties relating to any matter arising out of or connected with this Sales Order, such dispute or difference shall first be tried to be settled mutually by the parties. In case the parties fail to mutually



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settle the dispute within 60 (sixty) days, such dispute shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator to be mutually appointed by the parties. Arbitration proceedings shall be held at Bangalore and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The cost of arbitration shall be equally borne by the parties. Subject to the Arbitration and Conciliation Act, 1996, the award made by the arbitrator shall be final and binding on the parties. Subject to the foregoing, this Sales Order is governed by and construed in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the courts at Bangalore for resolving any dispute arising out of this Sales Order."

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 27.03.2026, vide Annexure-G, to the respondent in terms of Section 21 of the Act, invoking the arbitration clause. To that effect, Consignment/MO Tracking Report indicating



service of notice has been produced at Annexure-J. 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 Sales 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) Sri Shuklaksha Palan, 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,



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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 08.10.2026 at 11:30 a.m.

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