



CNR: KAHC010821252025

NC: 2026:KHC:54785
CMP No. 730 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 1ST DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 730 OF 2025

BETWEEN:

M/S. SRI SRINIVASA CONSTRUCTIONS
INDIA PVT LTD
R/O BY SRI. Y. PITCHESHWARA RAO
DIRECTOR-SRI SRINIVASA CONSTRUCTIONS
INDIA PVT. LTD.
PRESENTLY O/A SOUTH ZONAL OFFICE
9TH FLOOR, SOLUS JAIN HEIGHTS
G09, BANGALORE-560 002.

...PETITIONER

(BY SRI. NAGARAJ D., ADVOCATE)

AND:

1. THE STATE OF KARNATAKA
R/O BY ITS PRINCIPAL SECRETARY
PUBLIC WORKS DEPARTMENT
M.S. BUILDING, DR. B.R. AMBEDKAR VEEDHI
BANGALORE-560 001.

2. THE EXECUTIVE ENGINEER
PUBLIC WORKS DEPARTMENT
HASSAN DIVISION, HASSAN-573 201

...RESPONDENTS

(BY SRI.M.RAJAKUMAR, AGA FOR R1 & R2)

THIS CMP IS FILED UNDER SECTION 11(6) OF
ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO

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HAREKOPPA THIMMANNA GOWDA





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APPOINT AN ARBITRATOR TO ADJUDICATE ALL DISPUTES ARISING OUT OF THE TENDER AGREEMENT DATED: 02.03.2019 AND KW-4 TENDER DOCUMENT AT ANNEXURE-C DATED 23.11.2018 IN CLAUSE F(4) PRODUCED AT ANNEXURE - B 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

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 parties under the Tender Agreement dated 02.03.2019, particularly in terms of Clause F(4) of the Conditions of Contract, produced at Annexure-C.

2. The brief facts of the case are that the petitioner is a PWD Contractor – a Private Limited Company engaged in construction work. The respondent – State Government had called for tender for construction of New Government Engineering College at Mosalehosahalli, Hassan Taluk, Hassan District. The petitioner has participated in the

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CMP No. 730 of 2025

tender and he was a successful bidder. The work has been entrusted to the petitioner and the parties have entered into a Tender Agreement on 02.03.2019.

3. The further case of the petitioner is that even after completion of work, the respondent has not paid the balance amount of Rs.23,06,77,766/-.

4. Since the said due amount was not paid, the petitioner invoked the arbitration clause in the Tender Agreement r/w. Conditions of Contract and issued a legal notice dated 18.09.2025, vide Annexure-D, to the respondent under Section 21 of the Act. The said arbitration Clause F(4) reads as under:

"4. Arbitration (Clause 24)

4.1. The procedure for arbitration shall be as follows:

(a) As per Circular of G.O. No. LAW 273 LAC 2012(p) Dated: 10-01-2014 "Any dispute or Difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity there of shall be referred and settled under the Arbitration Centre Karnataka (Domestic & International) Rules 2012,



CNR: KAHC010821252025

by one or more arbitration appointed in accordance with its rules".

(b) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator.

However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(c) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings."

5. Despite service of the said notice, the respondent did not furnish any response. Hence, the present petition is filed seeking appointment of a Sole Arbitrator.

6. Learned Additional Government Advocate for the respondents submits that a Sole Arbitrator can be appointed and all the contentions of the parties, including limitation may be kept open.



7. Having regard to the existence of the arbitration clause contained in the Tender Agreement, r/w. Conditions of Contract, 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.

8. Accordingly, the following:

ORDER

- a) Civil Miscellaneous Petition is allowed.
- b) The Hon'ble Sri Justice R.B.Budihal, 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.



NC: 2026:KHC:54785
CMP No. 730 of 2025

CNR: KAHC010821252025

- c) All the claims and contentions of the parties are left 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 R.B.Budihal.
- 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 30.10.2026 at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

CM
LIST NO.: 1 SL NO.: 0