HC-KAR

NC: 2026:KHC:60097
CMP No. 432 of 2026

CNR: KAHC010532582026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 432 OF 2026

BETWEEN:

KNND ASSOCIATES PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
PROVISIONS OF THE COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE AT
KNND HOUSE 153-166/1
EAST END MAIN ROAD, J P NAGAR
BENGALURU-560078
EMAIL NPRAVISHANKAR@KNNDASSOCIATES.COM
REP. BY ITS AUTHORIZED REPRESENTATIVE
MR N P RAVISHANKAR.

…PETITIONER

(BY MS. SANJANA RAO., ADVOCATE)

AND:

WOODKRAFT (INDIA) PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
PROVISIONS OF THE COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE AT NO.56
NEW TIMBERYARD LAYOUT, MYSORE ROAD
BANGALORE-560026
EMAIL MG@WOODKRAFT.CO.IN
REP. BY ITS MANAGING DIRECTOR.

…RESPONDENT

(BY SRI. RAKSHITH PAI, ADVOCATE FOR
SRI. MAYANK HEBBAR., ADVOCATE)

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HAREKOPPA THIMMANNA GOWDA

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THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996 PRAYING TO APPOINT AN ARBITRATOR AS THIS HONBLE COURT MAY DEEM FIT, AND REFER THE DISPUTES BETWEEN ORIGINAL WORK ORDER BEARING NO. 2474 DATED 17.12.2021 THE PARTIES TO ARBITRATION IN TERMS OF CLAUSE 6 OF THE WORK ORDER AT ANNEXURE C.

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 parties under the Work Order dated 17.12.2021, particularly in terms of Clause 6 thereof, produced at Annexure-C.

2. The brief facts of the case are that the petitioner, M/s KNND Associates Private Limited, was engaged by the respondent, M/s Woodkraft (India) Private Limited, for supply, installation, testing and commissioning of PAC Lowside Works and receiving, storing, installation, testing and commissioning of PAC High Side Work at Qualcomm

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India Private Limited, Hyderabad, Telangana, for a total value of Rs.9,06,00,000/-. Accordingly, the respondent issued work orders and the petitioner executed the works and raised running bills, which were periodically cleared by the respondent. The works were completed and a Completion Certificate was issued and accepted by the parties and Qualcomm Data Centre. The petitioner raised the final bill on 27.01.2024. Thereafter, on 08.04.2024, the respondent called upon the petitioner to furnish the Balance Confirmation Certificate, which was furnished on 10.04.2024. On 11.04.2024, the respondent shared its ledger statement, to which the petitioner responded on 12.04.2024 pointing out that Invoice Nos.183, 190, 197, 368 and 494 were not reflected therein and called upon the respondent to rectify the same. The petitioner thereafter sought payment of the outstanding amount of Rs.1,14,98,848/-. On 22.08.2024, the respondent acknowledged the amount due and called upon the petitioner to issue a Full and Final No Claim Certificate.

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Accordingly, the petitioner issued the same on 24.08.2024. However, despite the same, the respondent failed to make payment, resulting in dispute between the parties.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Work Order, issued a notice dated 28.05.2026, vide Annexure-L, to the respondent under Section 21 of the Act. The said arbitration clause 6 reads as under:

> *"6. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION:*
>
> *Any disputes arising out of this Contract shall be mutually resolved amongst the Parties keeping in mind the Project Timelines. In the event any dispute is not resolved within the agreed timelines, the same shall be referred to Arbitration of a Sole Arbitrator to be appointed by mutual consent of the Parties. The arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and statutory amendments. The venue for arbitration shall be Bengaluru. The arbitration proceedings shall be*

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conducted in the English language. The award passed by the Arbitrator shall be final and binding on the Parties. Both the Parties shall bear their respective costs of the arbitration proceedings. Subject to the foregoing, the courts at Bengaluru shall have exclusive jurisdiction to entertain all disputes arising out of this. Nothing shall preclude the FIRST PARTY from seeking interim or injunctive relief, or both, from any court having jurisdiction to grant such relief with respect to any dispute in connection with which a dispute notice has been served."

4. 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.

5. Learned counsel appearing for the respondent has submitted that, before invoking the arbitration clause under Clause 6, there is a mechanism for redressal of the dispute by mutual resolution among the parties. It is contended that, before reconciliation of the matter, the petitioner has approached this Court and, therefore, the present petition is not maintainable. He further contended

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that the respondent has not admitted any amount and has disputed the amount claimed by the petitioner. The mutual resolution claimed by the petitioner is only in respect of the matter which is pending before the IBC and, therefore, the same cannot be treated as reconciliation of the dispute between the parties.

6. Heard. Perused the petition papers.

7. It is not in dispute that the parties have entered into a Work Order dated 17.12.2021. It is also not in dispute that there is an arbitration clause in the said work order. It is also not in dispute that there is a dispute between the parties regarding payment of service charges. In the said arbitration clause, there is a precondition that, if any dispute arises between the parties, the same has to be resolved by mutual resolution. The petitioner has produced the email communication between the parties at Annexure-K, which shows that the parties have tried to reconcile the matter, but the same has failed. Therefore, the petitioner has approached this Court under Section 11

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of the Arbitration and Conciliation Act, seeking appointment of a sole arbitrator.

8. Having regard to the existence of the arbitration clause contained in the Work Order, 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.

9. Accordingly, the following:

ORDER

a) Civil Miscellaneous Petition is **allowed**.

b) Sri S.R.Somasekhara, 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 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 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 **30.11.2026** at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

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LIST NO.: 1 SL NO.: 23