HC-KAR

NC: 2026:KHC:60023
CMP No. 711 of 2025

CNR: KAHC010791792025

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. 711 OF 2025

BETWEEN:

ADM SOLAR POWER AND
INFRASTRUCTURE PVT LTD.,
A COMPANY INCORPORATED UNDER
THE COMPANIES ACT, 2013
22/1, THE PRINTERS HOUSE PVT. LTD.
MATHURA ROAD, SIKRI INDUSTRIAL AREA
FARIDABAD - 121004.
REP. HEREIN BY ITS AUTHORIZED SIGNATORY
MR. MOHIT YADAV, DIRECTOR.

…PETITIONER

(BY SRI. VIPIN UPADHYAY., ADVOCATE)

AND:

ZETWERK MANUFACTURING BUSINESSES PVT LTD.,
A COMPANY INCORPORATED UNDER
THE COMPANIES ACT, 2013
401, 4TH FLOOR, VITTHAL VILLA
SATADHAR CROSS, SOLA ROAD
GHATLODIA, AHMEDABAD 380061.
ALSO AT
84/1, VAISHNAVI SOVEREIGN
GREEN GLEN LAYOUT, BELLANDUR
BENGALURU - 560102.

…RESPONDENT

(BY SRI. ARVIND KRISHNA G, ADVOCATE FOR
SMT. SAHANA DEVANATHAN., 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 REFER THE DISPUTE TO ARBITRATION BY APPOINTING HON'BLE MR. JUSTICE (RETD.) SREENIVAS HARISH KUMAR TO CONDUCT THE ARBITRATION, IN TERMS OF CLAUSE 18(B) AND 18(C) OF ANNEXURE B OF THE AGREEMENT/ PURCHASE ORDER DATED 11.10.2024, AND EXECUTED ON 29.11.2024 TO ADJUDICATE THE DISPUTE ARISING OUT OF THE AGREEMENT/ PURCHASE ORDER DATED 11.10.2024 IN THE INTEREST OF JUSTICE AND EQUITY.

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 Purchase Order/Agreement dated 11.10.2024 executed on 29.11.2024, particularly in terms of Clause 18(b) and (c) thereof, produced at Annexure-B.

2. The brief facts of the case are that the respondent, a manufacturing company, approached the petitioner, an expert in renewable energy, on 10.10.2024 in connection with the proposed 1200 MW Solar Project at Khavda,

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Kachchh, Gujarat. Thereafter, a Purchase Order/Agreement dated 11.10.2024 was executed on 29.11.2024 (Annexure-B). Subsequently, disputes arose between the parties in relation to the said Purchase Order/Agreement.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Purchase Order/Agreement, issued a notice dated 03.11.2025 vide Annexure-K, to the respondent under Section 21 of the Act. The said arbitration clause 18 reads as under:

> *"18. Dispute Resolution*
>
> *a) In the event of any dispute arising out of or in connection with this Contract, the parties shall first seek to resolve the dispute amicably through mutual consultation.*
>
> *b) If the dispute cannot be resolved amicably within thirty (30) days, it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act,*

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1996, as amended from time to time. The arbitration shall take place in Bengaluru, India, and the language of arbitration shall be English.

c) The arbitral tribunal shall consist of a sole arbitrator appointed by mutual consent of the parties. If the parties fail to agree on the appointment of the arbitrator within fifteen (15) days from the date of reference to arbitration, either party may apply to the competent court to appoint an arbitrator.

d) The parties shall bear their own costs and expenses of the arbitration, and the costs of the arbitrator shall be shared equally between the parties, unless otherwise awarded by the arbitrator."

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 submits that no dispute survives between the parties and,

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therefore, the petition seeking appointment of an Arbitrator is not maintainable. It is contended that, as borne out by the pleadings in the petition, the petitioner has already settled the dispute by paying a sum of Rs.12,25,00,214/- on 07.03.2025. In view of the alleged settlement, it is submitted that there is no occasion for the petitioner to invoke the arbitration clause contained in the Purchase Order/Agreement.

6. Per contra, learned counsel appearing for the petitioner submits that, apart from the dispute relating to the invocation of the bank guarantee, there are other disputes in respect of the products manufactured by the respondent. It is further submitted that the products were destroyed owing to delays in the process between the parties. According to the learned counsel, these disputes remain unresolved and require adjudication by the Arbitral Tribunal.

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7. Heard the learned counsel for the parties. Perused the petition papers.

8. The contention of the learned counsel for the respondent that the petitioner has already paid a sum of Rs.12,25,00,214/- on 07.03.2025 and settled the dispute, and therefore, no disputes survive between the parties, cannot be conclusively determined in the present proceedings. The petitioner, on the other hand, has asserted that apart from the dispute relating to the bank guarantee, other disputes concerning the products manufactured by the respondent and their destruction remain unresolved. In view of the rival contentions, this Court is of the opinion that the nature and extent of the disputes that survive between the parties are matters to be considered by the learned Arbitrator in accordance with law.

9. Therefore, having regard to the existence of the arbitration clause contained in the Purchase

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Order/Agreement, 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.

10. Accordingly, the following:

ORDER

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

b) Hon'ble Mr.Justice B.A.Patil, 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.

c) All the claims and contentions of the parties are left open.

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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 Mr.Justice B.A.Patil.

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

DM
LIST NO.: 1 SL NO.: 15