



CNR: KAHC010231452026

NC: 2026:KHC:56359
CMP No. 150 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 8TH DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 150 OF 2026

BETWEEN:

M/S VARSHA CONSTRUCTIONS
HAVING ITS REGISTERED OFFICE AT
MILLENNIUM PLAZA, 25-26, 2ND FLOOR
RAIPUR, CHHATTISGARH
REP. BY ITS AUTHORIZED SIGNATORY
MR. VINEET JAIN

...PETITIONER

(BY SMT. NEHAL TAPADIA, ADVOCATE FOR
SRI. PRASHANT DHARMASINH POPAT., ADVOCATE)

AND:

1. CHIEF ENGINEER (AIR FORCE)
NO. 2 DC AREA, MES ROAD
YESHWANTHPUR, BENGALURU-560022.
2. GARRISON ENGINEER (I) PROJECT AF
MILITARY ENGINEER (I) (PROJECT) (AF)
MILITARY ENGINEERING SERVICES
C/O COMMAND HOSPITAL AIR FORCE
BENGALURU - 560047.
3. ENGINEER IN CHIEF
MILITARY ENGINEER SERVICES
IHQ OF MOD(ARMY) KASHMIR HOUSE



Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA



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RAJAJI NAGAR,
NEW DELHI-110011

...RESPONDENTS

(R1 TO RE ARE SERVED)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT, PRAYING TO APPOINT A SOLE ARBITRATOR U/S. 11(6) OF ARBITRATION AND CONCILIATION ACT, 1996 TO ADJUDICATE THE DISPUTES THAT HAVE ARISEN BETWEEN THE PETITIONER AND THE RESPONDENTS OUT OF CONTRACT AGREEMENT BEARING CA NO. CE(AF)/BAN/81 OF 2017-18 DATED 13.02.2018 ANNEXURE B1 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 parties under the Contract Agreement dated 13.02.2018, particularly in terms of Condition 70 thereof, produced at Annexure-B.



2. The brief facts of the case are that the petitioner was awarded the work of construction of Academic Block at Air Force Technical College, Jalahalli, Bengaluru, by the respondents under the Construction Agreement governed by IAFW-2249 containing an arbitration clause. The work was completed and subsequently certified by the respondents. Thereafter, the petitioner submitted the final bill claiming Rs.2,53,33,586/- towards additional works, escalation, prolongation expenses and other contractual dues, which were not admitted by the respondents. Subsequently, disputes arose between the parties in relation to the said Construction Agreement.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Construction Agreement, issued series of notices dated 13.06.2024, 30.09.2024 and 06.02.2025, vide Annexure-D series, to the respondent under Section 21 of the Act. The said arbitration clause 70 reads as under:



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"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.

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.



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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 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.



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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. 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. Notice issued by this Court has been duly served upon the respondent. However, there is no representation on behalf of the respondent.

6. Having regard to the existence of the arbitration clause contained in the Construction 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.

7. Accordingly, the following:

ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Smt.Prabhavathi Hiremath, 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, 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.



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- 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 **12.11.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

HA
LIST NO.: 1 SL NO.: 27