HC-KAR
NC: 2026:KHC:61545
CMP No. 220 of 2024
CNR: KAHC010255572024

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF NOVEMBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 220 OF 2024

BETWEEN:

AMAZON SELLER SERVICES PRIVATE LIMITED
A COMPANY INCORPORATED UNDER
THE COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE AT
8TH FLOOR BRIGADE GATEWAY
WORLD TRADE CENTRE, 26/1
DR RAJKUMAR ROAD, MALLESHWARAM (W)
BENGALURU - 560055
REP. BY ITS AUTHORISED SIGNATORY
MR. RAHUL NARAYANAN

...PETITIONER

(BY SRI. NIKHIL JOY., ADVOCATE)

AND:

MA ENTERPRISES
HAVING ITS OFFICE AT 124
VAIDHYALINGAM ROAD ZAMIN PALLAVARAM
KANCHIPURAM, CHENNAI TAMIL NADU - 600043
ALSO AT 9/13, KAMARAJ NAGAR
3RD STREET, DHARGA COLONY ZAMIN
PALLAVARAM CHENNAI, TAMIL NADU- 600004
THROUGH ITS PROPRIETOR
MR RAJA MOHAMMED AVULIA

...RESPONDENT

(V/O DATED: 08.10.2026 SERVICE OF NOTICE TO RESPONDENT IS SERVED AND UNREPRESENTED)

THIS CMP IS FILED UNDER SECTION 11(4) AND 111(6) OF THE ARBITRATION AND CONCILIATION ACT, 1996 PRAYING

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TO APPOINT THE SECOND ARBITRATOR, WITH DIRECTIONS TO THE SAID TWO ARBITRATORS, I.E., SHRI. VEERANNA TIGADI, HON'BLE (RETIRED DISTRICT & SESSIONS JUDGE) OFFICE AT NO/27, D BLOCK INLAND EVERGLADES APARTMENT, DASARAHALLI MAIN ROAD, HEBBAL, BANGALORE-560024 AND THE ARBITRATOR AS APPOINTED BY THIS HON'BLE COURT TO FURTHER APPOINT THE PRESIDING THIRD ARBITRATOR, SO AS TO CONSTITUTE THE THREE MEMBER ARBITRAL TRIBUNAL IN TERMS OF THE ARBITRATION CLAUSE/ARTICLE 9.2 OF THE MSA-I (ANNEXURE-B ("COLLY") DATED: 01.04.2019 AND MSA-II (ANNEXURE-C("COLLY")) DATED: 01.04.2020, TO ADJUDICATE THE CLAIMS AND DISPUTES BETWEEN THE PARTIES.

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 three Arbitrators for adjudication of the disputes that have arisen between the parties under the Master Service Agreement-I dated 01.04.2019 (Annexure-B Colly) and Master Service Agreement-II (Annexure-C Colly) dated 01.04.2020 particularly in terms of Clause 9.2 thereof.

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2. The brief facts of the case are that the petitioner is a company incorporated under the provisions of the Companies Act, 1956, engaged in the business of e-commerce. The respondent is engaged in the business of providing scrap management and disposal services, inter alia, involving the collection of waste materials of various categories and their disposal in accordance with the applicable laws. In this regard, the parties entered into a Master Service Agreement-I dated 01.04.2019 (Annexure-B). Upon expiry of the term of the said Agreement, the parties subsequently entered into Master Service Agreement-II dated 01.04.2020 (Annexure-C). Thereafter, disputes arose between the parties in relation to the aforesaid Agreements.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Agreement, issued a notice dated 09.11.2022, vide

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Annexure-G, to the respondent under Section 21 of the Act. The said arbitration clause 9.2 reads as under:

> *"9.2 Governing Law/ Venue. This Agreement is governed by the laws of India, excluding its conflicts of law rules. All disputes and differences arising out of or in connection with this Agreement, if not resolved within fifteen (15) days through discussion between the Parties, shall be referred to the arbitration of three (3) arbitrators, one (1) nominated by each Party, and the third (the presiding arbitrator) appointed by the two (2) arbitrators so nominated. The decision and award determined by such arbitration will be final and binding upon the Parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be Bangalore. The arbitrators shall pass a reasoned award in writing within four (4) months of the date of the appointment of the presiding arbitrator."*

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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. The learned counsel for the petitioner submits that, although the arbitration clause provides for reference of the disputes to a three-member Arbitral Tribunal, having regard to the nature of the disputes, a Sole Arbitrator may be appointed for the adjudication of the dispute.

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

7. Having regard to the existence of the arbitration clause contained in the Agreements, 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

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required to be appointed for adjudication of the disputes between the parties.

8. Accordingly, the following:

ORDER

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

b) Sri.Mohan S Sankolli, 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 learned 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 15.12.2026 at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 28