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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 486/2017
GREEN INFRA WIND FARM ASSETS LIMITED..... Petitioner
Through Mr.Rajiv Nayar, Sr. Adv. with
Mr.Shankh Sengupta, Ms.Perna Jain
and Ms.Vatsala Kumar, Advs.

versus

REGEN INFRASTRUCTURE AND SERVICES PRIVATE LTD.
& ANR. Respondents
Through Mr.Jayant K. Mehta, Mr.Anush
Raajan, Mr.Jeevanandham Rajagopal
and Mr.S.Aravindhan, Advs.

60

+ O.M.P.(I) (COMM.) 489/2017
GREEN INFRA WIND SOLUTIONS LIMITED Petitioner
Through Mr.Rajiv Nayar, Sr. Adv. with
Mr.Shankh Sengupta, Ms.Perna Jain
and Ms.Vatsala Kumar, Advs.

versus

REGEN INFRASTRUCTURE AND SERVICES PRIVATE LTD.
..... Respondent
Through Mr.Jayant K. Mehta, Mr.Anush
Raajan, Mr.Jeevanandham Rajagopal
and Mr.S.Aravindhan, Advs.

61

+ O.M.P.(I) (COMM.) 490/2017
MULANUR RENEWABLE ENERGY PVT LTD. Petitioner
Through Mr.Rajiv Nayar, Sr. Adv. with
Mr.Shankh Sengupta, Ms.Perna Jain
and Ms.Vatsala Kumar, Advs.

versus

REGEN INFRASTRUCTURE AND SERVICES PRIVATE LTD.

..... Respondent

Through Mr.Jayant K. Mehta, Mr.Anush
Raajan, Mr.Jeevanandham Rajagopal
and Mr.S.Aravindhan, Advs.

62

+ O.M.P.(I) (COMM.) 491/2017

GREEN INFRA WIND ENERGY LIMITED Petitioner

Through Mr.Rajiv Nayar, Sr. Adv. with
Mr.Shankh Sengupta, Ms.Prerna Jain
and Ms.Vatsala Kumar, Advs.

versus

REGEN INFRASTRUCTURE AND SERVICES PRIVATE LTD
& ANR. Respondents

Through Mr.Jayant K. Mehta, Mr.Anush
Raajan, Mr.Jeevanandham Rajagopal
and Mr.S.Aravindhan, Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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18.12.2017

1. The Local Commissioner(s) appointed by this Court request for permission to file the report(s) in hard copy, while also filing soft version of the same. Permission is granted to the Local Commissioner(s) to file the hard copy along of the report(s) with soft version of the report(s) before this Court. Such copy of the report(s) would also be served on the learned counsel for the respondents before filing the same.
2. Following the order dated 14th December, 2017 of this Court, the parties conducted a joint inspection of the project site in the presence of the

local commissioner appointed by this court and prepared an inventory of the equipment on site.

3. In light of the joint inspection, the parties have agreed to the following interim arrangement pending the arbitration:

- a. The Wind Turbine Generators (**WTGs**) and associated civil and electrical infrastructure would be operationalized by Respondent No.1 commencing from 20th December, 2017 and positively by 29th December, 2017;
- b. The petitioner will give full cooperation to the respondent and there shall be no interference in the O & M work of the respondent by the petitioner.
- c. On and from 29th December, 2017, and pending the completion of the arbitration proceedings, Respondent No.1 would submit all reports as are required under the respective agreements, including but not limited to monthly report on the availability, energy generation and operations of the WTGs and the project to the Arbitral Tribunal, within 10 days of the end of each month;
- d. On and from 29th December 2017, and pending the completion of the arbitration proceedings, it is agreed that the parties would apply the terms and conditions and standards provided under the Operation and Management Agreement dated 30th May 2012 and Maintenance Agreement dated 30th May, 2012 (collectively, **Agreements**) with respect to availability, energy generation, operation and maintenance of the WTGs and associated civil and electrical infrastructure. Such operation and maintenance of the WTGs following the standards set in the Agreements and does not

in any manner constitute any waiver of claims of either party under these Agreements;

- e. The Petitioner would make payments to Respondent No.1 for the services rendered in (d) above, following the terms, conditions and procedure in accordance with the Agreements;
- f. The Petitioner shall continue to have complete access to the WTGs, the associated civil and electrical infrastructure and the shared infrastructure as directed under order dated 24th November 2017 of this Court and the Petitioner is free to appoint any security personnel at the project site including at and around the shared infrastructure, if they wish to. The costs of such security personnel shall be borne by the Petitioner.

4. The consent order shall continue to be binding until it is varied by the Arbitral Tribunal. In the event of any non-compliance with the consent terms by either party, the parties have the right to approach the Arbitral Tribunal or this Court as the case may be.

5. All rights and contentions of either party shall remain open to be contended before the Arbitral Tribunal.

6. The petitions are disposed of in terms of the consent recorded above.

NAVIN CHAWLA, J

DECEMBER 18, 2017/vp