



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP-31097-2024

Date of Decision: 25.11.2024

Aton Rural Development Private Limited

....Petitioner

Versus

Uttar Haryana Bijli Vitran Nigam Limited And Ors

....Respondents

**CORAM: HON'BLE MR. JUSTICE ARUN PALLI
HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. Vivek Sethi, Advocate
for the petitioner.

Mr. Ankur Mittal, Advocate with
Ms. Kushaldeep Kaur, Advocate and
Ms. Saanvi Singla, Advocate for respondents.

VIKRAM AGGARWAL, J.

1. The petitioner assails the order dated 09.12.2022 (Annexure P-11) vide which the petitioner has been de-empanelled from the panel of agencies entrusted with the work of design, supply, installation, testing and commissioning of 1kWp to 500kWp Grid Connected Rooftop Solar System in residential premises by the Uttar Haryana Bijli Vitran Nigam Limited (UHBVN). Challenge has also been laid to the order dated 24.01.2023 (Annexure P-13) vide the petitioner has been debarred for a period of three years.

2. An E-tender was floated on 06.08.2021 (Annexure P-3) inviting bids for "Expression of Interest" for empanelment of design, supply, installation, testing and commissioning of 1kWp to 500kWp Grid Connected Rooftop Solar System in residential premises under the jurisdiction of 10 operation circles of UHBVN i.e. Panchkula, Ambala, Kaithal, Kurukshetra, Yamunanagar, Karnal, Panipat, Sonapat, Jhajjar and Rohtak.

**CWP-31097-2024****-2-**

3. Pursuant to submission of bid by the petitioner and after negotiations, petitioner submitted consent letter dated 17.02.2022 (Annexure P-4) and, thereafter, letter of award/empanelment was issued on 05.04.2022 (Annexure P-5).

4. Various communications ensued between the parties. However, order dated 09.12.2022 (Annexure P-11) was received by the petitioner vide which the petitioner was de-empanelled by respondent No.3 on the ground that the date of expiry of performance bank guarantee was 20.05.2025 whereas as per Clause 4 of the Instructions to Bidders of "Expression of Interest" and Clause 5 of the Letter of Award, the performance bank guarantee was to be valid up to 04.07.2008. It was also stated that the empanelment fee had not been paid by the petitioner and, therefore, there was a breach of contract.

5. Vide order dated 24.02.2023, the petitioner was debarred for a period of three years. Vide communication dated 25.09.2023 (Annexure P-15), a request was made by the petitioner to initiate re-conciliation process which was also rejected on 30.11.2023 (Annexure P-16), leading to the filing of the present writ petition.

6. Today, during the course of arguments, learned counsel for the parties arrived at a consensus. It has mutually been agreed that for effective and conclusive resolution of the dispute, the matter be referred to Arbitration in terms of Clause 26 of the E-tender document. It has further been agreed between the parties that for the said purpose, an Independent Single Member Arbitral Tribunal be appointed. Further, with their mutual consent, learned counsel for the parties have proposed the name of Sh. B.M. Bedi, District and Sessions Judge (Retired) for being appointed as an Arbitrator.



CWP-31097-2024

-3-

7. In view of the aforesaid, Sh. B.M. Bedi, District and Sessions Judge (Retired) is appointed as an Independent Single Member Arbitral Tribunal to adjudicate upon the disputes/issues arising in the instant matter for which, the parties shall appear before the said Arbitrator on **16.12.2024** at **10:00 AM**.

The petition is disposed of in the above terms.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

25.11.2024
Prince Chawla

Whether speaking/reasoned : Yes/No.

Whether reportable : Yes/No.