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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 869/2024 & I.A. 31857/2024

CLN ENERGY PVT. LTD. (FORMERLY
JLNPHENIX ENERGY PVT. LTD.)

.....Petitioner

Through: Mr. Roshan Santhalia, Mr. Prateek
Charan, Ms. Ekta Bharati & Mr.
Apurv Prasad, Advocates.

versus

DUAK ENERGY PRIVATE LIMITED

.....Respondent

Through: Mr. Deepak Arora, Representative
of Respondent.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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28.08.2024

1. The petitioner has approached this Court under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], for appointment of an arbitrator to adjudicate disputes between the parties under an agreement dated 22.02.2021, entitled “Master Sale - Purchase Agreement” [“the Agreement”].
2. The parties to the Agreement were a company by the name of Jlnphenix Energy Pvt. Ltd. and a concern by the name of Duak Solar, which was represented by one Mr. Deepak Arora. The Agreement contains an arbitration clause [Clause 6.3], which provides for the resolution of disputes by arbitration, and designates Delhi as the venue of arbitration. Courts in Delhi have been vested with exclusive jurisdiction under Clause 6.4 of the Agreement.
3. Disputes having arisen between the parties, the petitioner addressed



a legal notice dated 08.02.2023 to “*Duak Energy Private Limited [Duak Solar]*”, calling upon the addressee to make payment of the sum of ₹11,21,125/-, alongwith interest, failing which the petitioner would take its legal remedies.

4. In response, the petitioner was informed by counsel for Duak Solar, by letter dated 20.02.2023, that the said entity was not part of Duak Energy Pvt. Ltd. and the notice had wrongly been addressed to Duak Energy Pvt. Ltd.

5. A notice invoking arbitration, dated 20.10.2023, was nonetheless addressed only to Duak Energy Private Limited, that too at an address which was not the address of Duak Solar. In the present petition also, Duak Energy Pvt. Ltd. has been impleaded as the only respondent.

6. Mr. Deepak Arora, a representative of Duak Engery Pvt. Ltd., appears in person and reiterates that Duak Energy Pvt. Ltd. and Duak Solar are entirely different entities. Duak Solar is a proprietorship concern of one Ms. Shina Arora, and has its office at the address mentioned in the Agreement.

7. As the arbitration agreement has not been invoked against Duak Solar at all, Mr. Roshan Santhalia, learned counsel for the petitioner, seeks permission to withdraw this petition, with liberty to the petitioner to take appropriate remedies in accordance with law against Duak Solar.

8. The petition, alongwith pending applications, is dismissed as withdrawn, with liberty as aforesaid.

PRATEEK JALAN, J

AUGUST 28, 2024/‘pv’/