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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ O.M.P.(I) (COMM.) 54/2025 and I.A. 4187/2025 and 7798/2025

ENVIRO ENABLERS INDIA PRIVATE LIMITED.....Petitioner

Through: Mr. Siddharth Nath, Mr. Anunay Chowdhary and Mr. Asjad Hussain, Advocates.

versus

NEERPATI BIOFUELS PRIVATE LIMITEDRespondent

Through: Mr. Dhananjaya Sud, Mr. Depaish Tangoriya and Ms. Jyoti Dubey, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

26.03.2025

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1. Present petition has been preferred under Section 9 of the Arbitration and Conciliation Act, 1996 ('1996 Act') *inter alia* for restraining the Respondent from creating any third party rights over land located at Khasra No.171/10, 11, 12/1, 171/20, 172/5 and 15/2 measuring 33 Kanal 18 Marla in Kanina Village, District Mahendragarh, Haryana and from damaging the raw material and equipment of the Petitioner lying at site and/or from obstructing the Petitioner from retrieving the same.

2. As per the Petitioner, Jhajjar Power Limited (JPL) issued a tender on 22.09.2023 for 'Procurement of Non-Torrefied Biomass Pellets on for Power Station Basis for IGSTPP, Jharli-Jhajjar' and in furtherance thereof on 03.11.2023, two Consortium Agreements and other documents were executed. Engagement Letter was issued by JPL in favour of the Petitioner



on 23.11.2023 followed by a Purchase Order on 04.02.2024 for 60,000 tonnes of Non-Torrefied Biomass Pellets.

3. Petitioner states that JPL officials repeatedly communicated to the Petitioner about the poor quality of the output and deficient supply and Petitioner in turn made complaints to the Respondent, which was responsible for manufacturing. In view of the poor quality of output, an Addendum Agreement was executed between the parties on 26.04.2024 modifying the Consortium Agreements. It was agreed that Respondent will procure its own raw material and provide the output and the price per tonne to be paid by the Petitioner to the Respondent was also increased from Rs.2,630/- to Rs.7,050/-. Parties also executed a Lease Agreement on 15.09.2024 in terms of which Petitioner was to take over the plant and produce the output subject to certain key obligations of the Respondent and this was necessitated owing to defaults of the Respondent in fulfilling the obligations under the Consortium and the Addendum Agreements.

4. Petitioner also sent several communications requesting for cooperation in enhancing the electricity load at the plant, but to no avail. Disputes arose between the parties and as per Petitioner's case since Respondent failed to take corrective measures towards curing defects/omissions/breach of the agreement, it terminated the agreement on 17.01.2025 and attempted to vacate the site by retrieving its equipment and raw material in terms of Clause 17 read with Clause 6, Schedule I of the Agreement. Learning that Respondent was in the process of creating third party rights over the plant site which would permanently damage the raw material which is perishable and the equipment of the Petitioner, present petition is filed.



5. The requirement of entering into the specifics and merits of this petition has been obviated by the fair and candid submission of learned counsel for the Respondent to the effect that Respondent has no objection to a sole Arbitrator being appointed by this Court to adjudicate the disputes between the parties.

6. Accordingly, with the consent of the parties, *inter se* disputes between the parties are referred for adjudication by Ms. Anjana Gosain, Advocate, (Mob. No. 9810100674) who would function as sole Arbitrator. The arbitration will be conducted under the aegis of Delhi International Arbitration Centre (DIAC) and the procedure as all other modalities including the fees of the learned Arbitrator would be in accordance with the DIAC Rules.

7. Learned Arbitrator will give disclosure under Section 12 of the 1996 Act before entering upon reference.

8. Looking at the urgency of the relief claimed with respect to the raw material of the Petitioner allegedly lying with the Respondent at the site in question, which is stated to be perishable in nature and with respect to which there is a dispute, it is directed that present petition will be treated as an application under Section 17 of the 1996 Act and Registry is directed to transmit the records of the petition to the office of learned Arbitrator within three weeks from today.

9. Insofar as the equipment of the Petitioner lying at the site of the Respondent is concerned, it is directed that Respondent shall maintain *status quo* and no attempt shall be made to remove the equipment till further order by the learned Arbitrator.

10. Learned Arbitrator is requested to make an endeavour to consider the



application under Section 17 of the 1996 Act as expeditiously as possible after entering upon reference.

11. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties with respect to their claims/counter claims are left open to be adjudicated by the learned Arbitrator.

12. Present petition stands disposed of in the above terms, along with pending applications.

JYOTI SINGH, J

MARCH 26, 2025

B.S. Rohella/shivam