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

+ **ARB.P. 942/2025**

M/S ASCOT SOLAR PVT. LTD.

.....Petitioner

Through: Mr. Ashok Rajagopalan, Ms. Madhu Tyagi, Advs.
versus

MAHARSHI DAYANAND UNIVERSITY

.....Respondent

Through: Mr. Malik, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **22.09.2025**

1. This is a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts are that the petitioner was a successful applicant in a tender and accordingly, the respondent approached the petitioner company to install a 1 MW Grid-Tie Rooftop Solar PV Power System (comprising two 500 KWp plants) at its University campus in Rohtak. Thereafter, a Power Purchase Agreement ("**PPA**") dated 01.12.0216 was executed between the petitioner and the respondent.
3. The said PPA contained an arbitration clause, being Clause No. 17.7(c), which reads as under:

"17.7 Governing Law & Jurisdiction

(c) Arbitration Procedure:

(i). In case of any dispute arising out of this Agreement or otherwise, between the parties hereto. Maharishi Dayanand University. Rohtak manual dispute resolution methodology will be used. A period of not more than 15 days will be allotted at each stage of resolution. Upon failure to resolve



the said dispute through conciliation the dispute shall be referred to arbitration and the Chief Engineer/designated officer Maharishi Dayanand University, Rohtak may appoint an arbitrator from the panel of arbitrators of MOUD. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of arbitrator from either Party. The cost of the arbitration will be shared equally by Power. Producer and the Purchaser.

(ii). The venue of such arbitration shall be Delhi / New Delhi. The arbitral award shall be binding on both Parties. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act. 1996, as amended from time to time including provisions in force at the time the reference is made.”

4. Since disputes arose between the parties, the petitioner invoked arbitration vide Legal Notice dated 07.04.2025.
5. Mr. Rajagopalan learned counsel states that even though the petitioner is an MSME, the petitioner does not wish to approach the MSME Facilitation Council.
6. The respondent has been served and Mr. Malik, learned counsel appearing on behalf of the respondent, states that the PPA contains the arbitration clause. However, he states that the respondent has counterclaims against the petitioner and also objects to the maintainability of the claims of the petitioner.
7. I am of the view that the same relates to merits of the matter which is



the subject-matter of an arbitral dispute and lies in the domain of the Arbitrator

8. For the said reasons, the petition is allowed with the following directions:
- i) Mr. Aseem Chaturvedi (Advocate) (Mob. No. 9899682235) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 22, 2025/sp