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

+ **O.M.P.(I) (COMM.) 305/2025 & I.A. 20246/2025**

ADITYA ENERGY HOLDINGS

.....Petitioner

Through: Ms. Shalini Kaul, Adv.
versus

SUNSURE ENERGY PRIVATE LIMITED AND ANR...Respondents

Through: Mr. Dinesh Pardasani, Mr. Parth
Tiwari, Mr. Amrit Singh, Advs.
for R-2

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

19.08.2025

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1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking the following relief:-

"(a) Pass an order of exparte ad interim injunction restraining Respondent No. 1 and 2, their directors, officers, agents, servants or any person claiming through or under them, from selling, transferring, assigning, alienating, recording or creating any third-party rights or interest in the 25 MW power connectivity approval dated 16.03.2024 & 22.04.2024 granted by Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO/TNGECL) or effecting any name transfer of the said connectivity or causing noted for record in respect of the said connectivity approvals to any third party, during the pendency of the arbitral proceedings;



2. *Vide* order dated 04.08.2025, particularly in paragraph No. 9, this Court directed the respondents to maintain *status quo* as regards the transfer of the Award of Connectivity to a third party.
3. Subsequently, the respondents have filed a Letter dated 14.07.2025, wherein it is stated that the Tamil Nadu Generation and Distribution Corporation Ltd. (“**TNGECL**”) has already transferred the Award of Connectivity from the respondent No. 2 to M/s Renfra Energy India Private Limited. The operative portion of the said Letter issued by TNGECL to M/s Renfra Energy India Private Limited reads as under:
“Now, based on the request made in the reference cited 14th above and consent letter by M/s. Sunsire Solarpark RJ Two Pvt Ltd, and on payment of name transfer fee of Rs. 5,90,000/- paid vide doc.no. 2511353116 dt.30.06.2025 as per the B.P. cited 2nd above, approval is hereby accorded to Name transfer the solar power evacuation proposal already accorded to M/s. Sunsire Solarpark RJ Two Pvt Ltd to M/s. Renfra Energy India Pvt Ltd along with the SD paid and the revised award is issued as below with the following conditions...”
4. In view of the above, since the Award of Connectivity has already been transferred to M/s Renfra Energy India Private Limited, the relief prayed for in the present petition has become infructuous.
5. Ms. Kaul, learned counsel for the petitioner, states that in such circumstances the petitioner be granted liberty to move an application under section 17 of the 1996 Act before the Arbitral Tribunal, for securing the claims of the petitioner which should be



decided on its own merits uninfluenced by any observations made by the Court in this order.

6. In view of the above-stated facts, the request of learned counsel for the petitioner is both reasonable and fair.
7. The Binding Term Sheet dated 04.03.2024 executed between the parties, contains a valid arbitration clause being clause No. 9.1, which reads as under:-

“9.1 Governing Law and Dispute Resolution

The Term Sheet and the Definitive Agreement to be entered into between the Parties in the manner contemplated in this Term Sheet will be governed by and interpreted in accordance with the laws of India, exclusive of its choice of law rules, and subject to confidential arbitration in accordance with the Arbitration & Conciliation Act, 1996 and the arbitration proceedings shall be conducted by a sole arbitrator mutually appointed by the Parties.”

8. The respondents have no objection to the appointment of an Arbitrator as long as all counter-claims and legal obligations of the respondents are kept open.
9. With consent of parties, the following directions are issued:-
 - i) Ms. Prem Lata Bansal (Senior Advocate) (Mob. No. 9811558194) 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 1996 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.
10. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 19, 2025/sp