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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1257/2025

GREEN INFRA WIND ENERGY GENERATION LTD.

.....Petitioner

Through: Mr. Parvez Bashista & Mr. Malay
Misra, Advs.

versus

**GREENY INFRA DEVELOPERS THROUGH ITS PROP NAMELY
M RAVICHANDRAN**

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

16.09.2025

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1. This is a petition filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. Th petitioner and the respondent entered into an Agreement dated 01.04.2022 for installing 100 MW Wind Power Project in Ottapidaram Taluk, Tuticorin District, Tamil Nadu.
3. The petitioner gave an advance of Rs. 5,57,26,500/- for arranging the land and transfer in favour of the petitioner for installation of Wind Turbine Generators (WTGs).
4. Till 05.04.2022, only 3 WTGs locations were acquired and transferred in favour of the petitioner, however, no land for remaining 4 sites were arranged and transferred.



5. A sum of Rs. 24 lakhs was returned by the respondent on 16.05.2022 to the petitioner. Subsequently, another sum of Rs. 18 lakhs was also returned on 10.06.2022 to the petitioner. On 01.07.2023, another sum of Rs. 10 lakhs was received by the petitioner
6. The Agreement contains an arbitration clause being Clause No. 18 which reads as under:-

“18. Dispute Resolution-

18.1 Any dispute, difference, or disagreement, which may arise from, relating to, in connection with this Agreement or any other documents executed in connection with this Agreement at any time hereafter, between the Parties hereto, shall be referred to arbitration to sole arbitrator to be mutually appointed by the Parties. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The decision of the sole arbitrator shall be final and binding on the parties to this Agreement. The seat and venue of arbitration shall be at New Delhi.

18.2 The arbitral tribunal shall be at liberty to award cost of proceedings including not limited to attorney's fee, out of pocket expenses.

18.3. During the subsistence of any arbitration, the Parties shall continue to exercise their remaining rights and continue to fulfil all their respective duties and obligation under this Agreement without prejudice to the final determination in accordance with the provisions under this



clause.

Without prejudice to and subject to the indemnification provisions in this Agreement, the Parties shall equally bear the costs incurred in the arbitration unless otherwise awarded or fixed by the arbitral tribunal.

18.4. The provisions of this clause shall survive Termination.”

7. Since disputes arose between the parties, the petitioner terminated the said Agreement on 15.07.2023 and the respondent invoked the arbitration on 31.08.2023. Subsequently, the present petition has been filed by the petitioner.
8. As per the documents available on record, and more particularly, reply dated 03.01.2023 by the respondent to the notice of the petitioner, the email ID of the respondent is shown as greenyinfra@gmail.com.
9. As per the service report, the respondent has been served at the said email ID.
10. I am satisfied that the respondent has been served. Despite service, there is nobody appearing on behalf of the respondent. Also, there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
11. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Ankit Jain (Senior Advocate) (Mob. No. 9810737362) 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.
12. The present petition is disposed of in the aforesaid terms.

SEPTEMBER 16, 2025 / (MS)

JASMEET SINGH, J