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

+ **ARB.P. 1501/2025**

**ADYAH SOLAR ENERGY PVT LTD**

.....Petitioner

Through: Mr. Samarth Kashyap, Mr. Anubhav Mishra and Mr. Rahul K Shaji, Advocates

versus

**HUAWEI TELECOMMUNICATIONS INDIA PVT LTD**

.....Respondent

Through: Mr. Akshay Sahay, Advocate

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**  
**21.11.2025**

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under two Supply Agreement dated 30.07.2018.

2. It is stated that under the said Agreement entered into between the parties for the supply of 137.5 MW inverters under each supply agreement i.e., Supply Agreement I and Supply Agreement II, the Respondent has to supply two Purchase Orders bearing Nos. 4200000302 and 4200000308, respectively, for the procurement of 1,529 units of Smart String Inverters (90kW capacity) to the Petitioner. It is stated that the Respondents have failed to comply with their obligations and, therefore, disputes have arisen between the parties. It is stated by the learned Counsel for the Petitioner that



as on date about Rs. 94,61,54,652.45/- is due and payable by the Respondent.

3. A notice dated 13.05.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondent invoking Arbitration. Clause 26.3 of the Supply Agreement contains an Arbitration Clause. The Petitioner has, therefore, approached this Court by filing the present Petition.

4. Notice in the Petition was issued on 17.09.2025. Affidavit of service has been filed. Learned Counsel for the Respondent has appeared in Court today. It is stated that by learned Counsel for the Respondent that settlement talks are going on between the parties, however, learned Counsel for the Petitioner states that it is a dilatory tactic, as the settlement talks are going on since past ten months.

5. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Justice B. S. Chauhan, Former Judge of the Supreme Court (Mob: 9717393516) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.



9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
10. Needless to say, nothing in this order shall be construed as an expression on the merits.
11. The present petition stands disposed of in the above terms along with pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**NOVEMBER 21, 2025**

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