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

+ **W.P.(C) 755/2026 and CM APPL. 3682/2026**

UNITOP POWER ELECTRONICS PRIVATE LIMITED

.....Petitioner

Through: Mr. Kushal Choudhary and
Ms. Ritika Advocates.

versus

BHARAT HEAVY ELECTRICALS LIMITED BHEL & ANR.

.....Respondents

Through: Mr. Aditya Bharat Manubarwara, Ms.
Tanishka Grover and Mr. Harsh
Tyagi, Advocates for R-1.
Ms. Rukhmini Bobde, CGSC, Mr.
Deepansh Sharma, GP, Mr. Vinayak
Aren, Adv Ms Aishwarya Nigam,
Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

29.01.2026

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1. The facts leading up to the present petition are that on 14.01.2025, respondent no. 1 – BHEL, having its office in Uttarakhand through the Government e-Marketplace, floated tender no. GEM/2025/B/5817733, inviting bids for the supply of Isolation Transformers for the Yadadri Thermal Power Plan in Telangana (hereinafter “**Project**”). The petitioner, after having applied for the said tender, was awarded the contract on 28.02.2025 (Annexure A-3) (hereinafter “**said Contract**”), and a purchase order was issued by respondent no. 1 – BHEL on 01.03.2025 (“Purchase Order”)



2. Under the said Contract, the petitioner contends, the successful bidder was required to submit Tender Data Sheet ('TDS') and General Arrangement ('GA') drawing within one week of issuance of the Purchase Order. *Vide* email dated 12.03.2025, respondent no. 1 – BHEL purportedly confirmed the petitioner's TDS and GA, thereby accepting the Star–Star technical specifications, specified by the petitioner (hereinafter “**Original Specifications**”).

3. Thereafter, in furtherance of the said Contract and the purchase order, the petitioner, procured the requisite materials, and initiated manufacture in accordance with the required specifications. In order to ensure competition of the manufacturing process, the petitioner allegedly made the products available for inspection within the delivery period, and *vide* email dated 07.04.2025, is said to have requested respondent no. 1-BHEL to raise an inspection call. However, to the petitioner's purported surprise, respondent no.1-BHEL informed the petitioner that only products complying with a Delta-Star specification (hereinafter “**Revised Specifications**”) would be accepted. This the petitioner contends was different from the Original Specifications. The petitioner having already spent its resources in manufacturing the products, the said Revised Specifications were assailed as being arbitrary.

4. Thereafter, on 22.07.2025, respondent no.1-BHEL had floated another tender to procure the products which are the subject-matter of the said Contract, but having the Revised Specifications (“**New Tender**”).

5. Having been confronted with the Revised Specifications, the petitioner lodged a complaint with the GeM Incident Management Cell on 14.08.2025, and soon thereafter, on 19.08.2025, the respondent no. 1-BHEL



sent an email to the petitioner stating that the Purchase Order originally given was cancelled and a fresh Amended Purchase Order dated 18.08.2025 was served upon the petitioner (“**Amended Purchase Order**”).

6. After various negotiations between the parties, on the basis of the Amended Purchase Order, the inspection of the petitioner’s goods was scheduled on 08.10.2025 at the petitioner’s factory. During the inspection, the goods were found to be lacking on various respects (“**said Deficiencies**”), and a fresh email dated 05.11.2025 was sent by respondent no.1-BHEL reiterating cancellation.

7. In the above context, the petitioner filed the instant petition praying for the setting aside of the Amended Purchase Order and restoring/giving effect to the original Purchase Order in conformity with the Original Specifications; the petitioner further prays for the performance of the said Contract and release of all dues under the said Contract.

8. The petition was first listed on 19.01.2026, wherein the Court after hearing the parties, issued notice, and sought the respondent no. 1-BHEL’s stand on where its principal place of business is, in order to appreciate the application of Clause 16(c) of the General Terms and Conditions of GeM 4.0 (Version 1.20) dated 16.12.2024, in determining the issue of territorial jurisdiction.

9. The matter has now come up for hearing for the second time and the parties have jointly submitted that they would prefer to resolve their disputes through arbitration.

10. Thus, it may be seen that the parties have admitted that an arbitration clause exists in the agreement between the parties and have also mutually consented to the appointment of an arbitrator.



11. Accordingly, Mr. Burujupati Sidhi Pramodh Rayudu, Advocate (Mobile No.: +91 9951314975, e-mail id: bsprayudu@gmail.com) is being appointed as the Sole Arbitrator to adjudicate upon the *inter se* disputes between the parties.

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

13. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

14. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.

15. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the instant order be sent to the Sole Arbitrator through electronic mode as well.

16. In view of the aforesaid, the instant petition stands disposed of along with all pending application(s).

17. All rights and contentions of the parties are left open.

PURUSHAINdra KUMAR KAURAV, J

JANUARY 29, 2026

Nc/ksr