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

+ **ARB.P. 601/2026**

BSES YAMUNA POWER LTD

.....Petitioner

Through: Mr. Manish Srivastava, Mr. Moksh
Arora and Mr. Santosh Ramdurg,
Advocates

versus

UTTEZ DIGITAL INDIA PRIVATE LIMITED

.....Respondent

Through: Mr. Sarfaraz Khan, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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21.05.2026

1. The present petition has been filed under Section 11(5) & 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties under an Infrastructure Usage Agreement dated 13.12.2019 (*hereinafter referred to as "Agreement"*).

2. It is the case of the Petitioner that under the Agreement, the Respondent was permitted to utilise the LT Poles for laying telecom network infrastructure, including cables, wires, and other related equipment, on payment of rent as mutually agreed. It is stated that the Respondent started defaulting in making payments as per the agreed contractual obligations. According to the Petitioner, a sum of Rs.53,54,789/- (excluding Late Payment Sur-Charges) is due and payable by the Respondent to the Petitioner.



3. Clause 15 of the Agreement contains the arbitration clause by which the Parties have decided to get their disputes adjudicated through arbitration in accordance with the Arbitration and Conciliation Act, 1996.
4. It is stated that since the Respondent failed to honour their commitments, a notice under Section 21 of the Arbitration and Conciliation Act, 1996, invoking arbitration was sent to the Respondent on 16.04.2025. It is stated that since no reply to the said notice was received from the Respondent, the present Petition has been filed by the Petitioner.
5. The seat of the arbitration has been decided to be at New Delhi, and therefore, this Court has the jurisdiction to entertain the present petition.
6. Notice was issued in the present petition on 07.04.2026.
7. Mr. Sarfaraz Khan, learned Counsel, enters appearance on behalf of the Respondent.
8. In view of the fact that disputes have arisen between the Parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
9. Accordingly, Ms. Shreya Sharma, Advocate (Mob. No: 9899932661) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
10. 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.
11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.



12. 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.

13. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

14. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MAY 21, 2026

S. Zakir