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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 05th May, 2026**

+ O.M.P.(I) (COMM.) 189/2026 & I.A. Nos. 12320/2026 & 12321/2026

TRINITY TOUCH PRIVATE LIMITED

.....Petitioner

Through: Mr. Darpan Wadhwa, Sr. Advocate
with Ms. Anita Das, Mr. Ankit
Choubey and Ms. Rea Bhalla,
Advocates

Mob: 7967452993

Email: a.das@adbpartners.in &
ankit@adbpartners.in

versus

ASH INFORMATION TECHNOLOGIES PVT. LTD.Respondent

Through: None.

CORAM:**HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J (ORAL):****I.A. 12321/2026 (For Exemption)**

1. Application allowed, subject to all just exceptions.
2. The same is accordingly disposed of.

O.M.P.(I)(COMM.) 189/2026 & I.A. 12320/2026

3. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking urgent directions against the respondent from this Court.
4. Learned Senior Counsel appearing for the petitioner submits that



petitioner is a technology company that manufactures and provides solutions for electrical components and specialised infrastructure for critical industries. On the other hand, the respondent is an authorized distributor/vendor of the company Dell.

5. It is submitted that the petitioner has two subsisting contracts with Larsen & Turbo (“L&T”) dated 10th July, 2025, for design, manufacture, testing, delivery, and commissioning of the Supervisory Control and Data Acquisition (“SCADA”) and cyber security systems for solar power plants in Uzbekistan.

6. Learned Senior Counsel appearing for the petitioner submits that in order to implement the contracts, certain servers were needed, for which, a Purchase Order dated 29th September, 2025 was placed with the respondent for a total order value of Rs. 2,90,40,980/-. In this regard, the petitioner had first approached the company Dell, which directed them to the respondent, who is one of the authorised distributors of Dell.

7. It is submitted that respondent was to deliver the goods under the Purchase Order by 16th February, 2026, and also deploy them in the petitioner’s manufacturing facility in Faridabad, Haryana. However, though the respondent confirmed receiving the goods, just twenty (20) days before the date of delivery, i.e., on 27th January, 2026, it demanded a post-dated security cheque, which was not contemplated under the Purchase Order.

8. Learned Senior Counsel for the petitioner submits that under duress and coercion, the petitioner agreed to secure the value of the Purchase Order through post-dated cheques, i.e., Rs. 2,90,40,980/-.

9. However, it is submitted that *vide* E-mail dated 14th February, 2026,



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the respondent repudiated the Purchase Order. The said E-mail dated 14th February, 2026 is reproduced as under:

“

From: Kartik <info@ashitservice.com>
Sent: 14 February 2026 12:06
To: Amit Jain <amitjain@trinitytouch.com>; 'kk'
<kk@ashitservice.com>
Cc: accounts@ashitservice.com; Ravi Sharma
<ravisharma@trinitytouch.com>; Naresh Mittal
<nareshmittal@trinitytouch.com>; 'S, Radhesh'
<Radhesh.S@Dell.com>; 'Rawat, Mukul'
<Mukul.Rawat@Dell.com>
Subject: Re: Confirmation of Material Delivery and Request for
PDC Cheques as per Purchase Order

Hi Amit

As per your discussion with KK sir , we are not executing this order. As lot of issues is happened.

You can do the order with dell directly again .

Regards
Kartikeya

”

10. Learned Senior Counsel appearing for the petitioner has drawn the attention of this Court to the *Document-18* attached with the present petition, which is a letter dated 26th March, 2026 received from L&T, wherein, L&T while rejecting petitioner's request for extension of time on account of non-compliance by respondent-vendor, has written as under:



“xxx xxx xxx

7. Burden of Proof (Clause 35.4(c))

The Supplier bears the burden of proving entitlement to relief, including compliance with all contractual requirements and mitigation obligations.

Based on the information provided, such entitlement has not been established.

Conclusion

Based on the above:

- The circumstances described do not constitute a Relief Event or Event of Delay.
- No delay is attributable to the Purchaser.
- The matter constitutes a supply chain and performance failure fully within the Supplier’s responsibility.

Accordingly:

- Your request for extension of time is rejected in full.
- You are instructed to immediately take all necessary measures, including alternative sourcing and expedited delivery, at your own cost, to meet the contractual Delivery Schedule.

xxx xxx xxx”

11. By referring to the aforesaid letter, learned Senior Counsel appearing for the petitioner submits that the petitioner has a subsisting contract with L&T, and in case, the goods are not provided by the respondent, the petitioner would face penalty, liquidated damages and other precipitative consequences under the contract with L&T.

12. Learned Senior Counsel appearing for the petitioner further submits that as per their information, the equipments are still lying in possession of the respondent at their addresses, as given in the Memo of Parties.

13. He further submits that the description of the equipments, is as per the technical specifications given by the petitioner, which is based upon the contractual requirements of the petitioner with L&T.

14. It is further submitted that the petitioner has also invoked arbitration under Clause 13.1 of the General Terms and Conditions, which form part of the Purchase Order between the parties, *vide* a notice dated 24th April, 2026



under Section 21 of the Arbitration Act.

15. Attention of this Court has been drawn to said Clause 13.1, which contains the Arbitration Clause in the following manner:

“xxx xxx xxx

13.1 This Agreement shall be interpreted in accordance with and governed by the Laws of India. In the event of any dispute, controversy or claim arising out of or relating to any provision of this Agreement or the interpretation, enforceability, performance, breach, termination of validity hereof, the parties hereto shall attempt in good faith to amicably resolve the dispute. Any dispute which cannot be resolved within 45 (fortyfive) days as from the date such dispute has arisen shall be resolved finally and exclusively by arbitration in New Delhi, India in accordance with Arbitration & Conciliation Act, 1996. Both the parties shall mutually appoint an arbitrator who would preside over the proceedings. The venue as well as seat of Arbitration shall be NewDelhi.

xxx xxx xxx”

16. In view of the submissions made before this Court, the matter requires consideration.

17. Issue notice to the respondent, by all modes.

18. Let reply be filed within a period of four weeks, from today.

19. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

20. This Court notes the submissions made by learned Senior Counsel appearing for the petitioner that the petitioner is executing a highly critical contract for its end-client, i.e., L&T, for supply, integration and commissioning of security systems in power plants in Uzbekistan.

21. Since the petitioner had already placed the order with the respondent for obtaining the equipment as per the specific requirement of the petitioner, on account of the respondent failing to supply the said equipment to the



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petitioner, it is prayed before this Court that interim protection be granted in favour of the petitioner, as well as Local Commissioners be appointed to visit the respondent's premises to inspect and inventorize the materials received by the respondent from the National Distributor against the petitioner's requirements.

22. Considering the submissions made before this Court, the Court is of the view that the petitioner has established a *prima facie* case in its favour. The documentary evidence on record clearly shows that the Purchase Order dated 29th September, 2025 was unconditionally accepted by the respondent.

23. Further, this Court also takes note of the submission made by learned Senior Counsel appearing for the petitioner that the petitioner is ready to deposit post-dated cheques for the contractual amount of Rs. 2,90,40,980/-, even before receipt of the goods. Thus, this Court is of the view that balance of convenience is in favour of the petitioner and against the respondent.

24. At this stage, this Court takes note of the submission made by learned Senior Counsel appearing for the petitioner that the respondent is already in physical possession of the specialized system hardware, in terms of the Purchase Order placed by the petitioner.

25. Considering the aforesaid, this Court is of the view that irreparable loss and injury shall be caused to the petitioner, if interim orders are not passed by this Court.

26. Accordingly, it is directed as follows:

i. The respondent is restrained, till the next date of hearing, from returning the specified material/equipment as per the Purchase Order dated 29th September, 2025 of the petitioner to the National Distributor, or selling



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the same to any third-party.

ii. Ms. Dimple Aggarwal, Mob. No.: (+91-8882649853), is appointed as the Local Commissioner, with a direction to visit the following premises of the respondent:

***609, 6th floor,
Madhuban Building, Building No. 55,
Nehru Place, New Delhi – 110019***

iii. Mr. Dilip Kumar, Advocate Mob. No.: (+91-9873987294), is appointed as the Local Commissioner, with a direction to visit the following premises of the respondent:

***The ITHUM Tower,
Unit No. 405, 4th Floor, Tower B, Sector -62,
Noida, Uttar Pradesh -201301***

iv. The Local Commissioners shall inspect the respective premises of the respondent and inventorize the materials lying therein, which are identified by the petitioner/its representative or counsel, as the specified equipment, as per the requirements indicated by the petitioner in the Purchase Order dated 29th September, 2025 placed upon the respondent.

v. The learned Local Commissioners, along with a representative of the petitioner and its counsel, shall be permitted to enter upon the premises of the respondent mentioned hereinabove, or any other location/premises, that may be identified during the course of commissions, in order to execute the commissions.

vi. Further, the learned Local Commissioners shall be permitted to undertake/arrange for photography/videography of the execution of the commissions.



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vii. To ensure an unhindered and effective execution of this order, the Station House Officers (“SHOs”) of the respective local Police Stations, are directed to render all assistance and protection to the Local Commissioners, as and when sought.

viii. Both the parties shall provide assistance to the learned Local Commissioners, for carrying out the aforesaid directions.

ix. The fee of the learned Local Commissioners, to be borne out by the petitioner, is fixed at Rs. 2,00,000/- each (Rupees Two Lakh Only). The petitioner shall also bear all other miscellaneous out-of-pocket expenses, for the execution of the commissions. The fee of the Local Commissioners shall be paid in advance by the petitioner.

x. The local commissions shall be executed within a period of one week from today. The Local Commissioners shall file their respective reports within a period of two weeks, from the date on which the commissions are executed.

27. The learned Local Commissioners shall carry copy of this order for execution of the commissions and a copy of the same shall be served upon the respondent by the learned Local Commissioners at the time of execution of the commissions.

28. The order passed today shall not be uploaded for a period of two weeks, for enabling the execution of the local commissions.

29. *Dasti* under signatures of the Court Master.

30. List the petition before the Court on 02nd September, 2026.

MINI PUSHKARNA, J

MAY 5, 2026/SK