



# 3<sup>RD</sup> CNLU NATIONAL MEDIATION COMPETITION 2025

GENERAL INFORMATION  
QUARTER-FINAL ROUND

# ABOUT THE DRAFTERS

## MEDIATE GURU



MediateGuru, a distinguished institute in the realm of alternative dispute resolution. We pride ourselves on being more than just a service provider; we are a dedicated community committed to facilitating amicable resolutions through expert mediation and arbitration services. Our team of seasoned professionals brings a wealth of experience and a deep sense of empathy to every case, ensuring a fair, efficient, and compassionate resolution process. We uphold the highest standards of integrity and professionalism, providing our clients with unparalleled support and guidance.

Beyond our core services, MediateGuru plays a pivotal role in enriching the ADR field through a series of meticulously curated events, competitions, and conferences. These initiatives are designed to foster professional development, encourage knowledge sharing, and cultivate the next generation of resolution experts.

Engage with industry thought leaders at our workshops, participate in challenging competitions, and become part of a network that values and promotes the principles of peace and resolution. At MediateGuru, we are steadfast in our mission to create a more harmonious world, one resolved dispute at a time.

## EvoGreen Energy Solutions Pvt. Ltd. Vs BrightFuture Utilities Ltd.

1. In 2020, EvoGreen Energy Solutions Pvt. Ltd. (EvoGreen), a trailblazer in renewable technology, partnered with BrightFuture Utilities Ltd. (BrightFuture), a state-owned utility company, to establish India's first fully integrated solar-hydrogen power plant in Gujarat. This ₹2,500-crore pilot project aimed to produce 300 MW of clean electricity while using excess solar power to generate green hydrogen for energy storage and industrial use. The project was lauded as a beacon of sustainability and innovation, aligning with India's commitments under the Paris Agreement to achieve net-zero emissions by 2070.
2. Under their agreement, EvoGreen would supply BrightFuture with 200 MW of electricity at ₹4 per kWh and 1,000 tons of hydrogen annually at ₹500 per kg. BrightFuture would ensure a stable grid connection and provide ₹200 crores annually as a subsidy to support hydrogen production during the first five years of operations. Yet, despite the lofty ambitions, the partnership soon faced significant challenges, plunging both parties into a bitter dispute.
3. By mid-2024, EvoGreen reported that it had only managed to produce 600 tons of hydrogen annually—40% below the agreed target. EvoGreen attributed the shortfall to delayed equipment deliveries caused by global supply chain disruptions and corrosion issues in the electrolyzers, requiring ₹80 crores in unanticipated repairs. BrightFuture accused EvoGreen of overpromising its capabilities and demanded a 20% reduction in the agreed hydrogen price to ₹400 per kg to offset the production shortfall.
4. BrightFuture also withheld ₹100 crores in annual subsidy payments, arguing that EvoGreen's failure to meet hydrogen production targets voided their obligation to provide full financial support. EvoGreen countered by insisting that the subsidy was critical to rectifying the technical issues and scaling up production, threatening to suspend operations if the payments were not made.

5. The solar-hydrogen plant, located in the semi-arid district of Kutch, initially brought hope to the local community, promising 2,000 jobs and economic rejuvenation. However, EvoGreen's reliance on automated technologies reduced the promised job creation to 500 positions, inciting protests from local workers. The district council accused EvoGreen of reneging on its commitment to hire more locals and demanded ₹50 crores in compensation for economic losses and community development.
6. BrightFuture, which had championed the project to secure government approvals, faced backlash for failing to enforce EvoGreen's employment obligations. BrightFuture alleged that EvoGreen's automation policies were implemented without consultation, jeopardizing the project's socio-political viability. EvoGreen argued that automation was necessary to maintain efficiency and pointed out that it had set aside ₹10 crores for local skill development programs, which the council had yet to utilize.
7. Environmental groups raised alarms about EvoGreen's water-intensive hydrogen production process, which consumed 20 million liters annually, exacerbating water scarcity in the drought-prone region. BrightFuture, under pressure from regulatory bodies, imposed restrictions on EvoGreen's water usage, reducing it by 30%. As a result, EvoGreen's hydrogen production capacity dropped further, and the company demanded that BrightFuture invest ₹150 crores in a desalination plant to ensure sustainable water supply.
8. Simultaneously, BrightFuture accused EvoGreen of failing to deliver the agreed 200 MW of electricity consistently, citing 35% energy curtailment during peak summer months. EvoGreen blamed the curtailment on grid instability, claiming that BrightFuture's outdated infrastructure caused energy losses worth ₹60 crores annually. BrightFuture proposed a joint investment of ₹300 crores to upgrade the grid, but EvoGreen refused, arguing that grid modernization was solely BrightFuture's responsibility under the partnership terms.
9. The dispute had broader implications beyond business. For EvoGreen, the project represented a cornerstone of its renewable innovation portfolio, and failure could tarnish its reputation globally, jeopardizing pending deals worth ₹1,000 crores. For BrightFuture, the project was a political flagship initiative

designed to showcase Gujarat as a hub for green energy, and its collapse could spark public outcry and regulatory penalties of up to ₹200 crores. Caught in the middle were the local communities, whose livelihoods and resources were directly impacted by the project's challenges. With over ₹600 crores in combined disputes and the project's future at stake, mediation was not merely an opportunity to find common ground but a necessity to preserve trust, innovation, and sustainability.





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