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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010360132026
+ **O.M.P.(MISC.)(COMM.) 609/2026**
MR. MONTY Petitioner

Through: Mr. Ashish Khorana, Adv.
versus

SR. DCM., NORTHERN RAILWAY, DELHI DIVISION

.....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **31.08.2026**

The matter is taken up today as 27.08.2026 was declared a holiday.

I.A. 21230/2026 (Exemption-Filing Dim/ Illegible Annx.)

1. Allowed, subject to all just exceptions.
2. The application stands disposed of.

O.M.P.(MISC.)(COMM.) 609/2026

3. This is an application filed by the petitioner under Section 29A of the Arbitration and Conciliation Act, 1996 seeking extension of time for completion of arbitral proceedings and rendering the arbitral award. The arbitral proceedings are ongoing in the context of a License to occupy land for the purpose of premium car parking contract at NDLS (AGS) Railway Station dated 13.07.2018 executed between the petitioner (licensee) and respondent (licensor). In terms of the said agreement, the petitioner was permitted to use and occupy land admeasuring 4057 sq. mtrs. at the New Delhi Railway Station (AGS) for the purpose of operating a premium car parking, for a period of three years, against a consideration of Rs. 9,21,96,000/- (Rupees Nine Crore Twenty One Lakh Ninety Six Thousand only). The disputes between the parties have



been referred to arbitration in terms of Clause 27 of the said agreement.

4. Learned counsel for the petitioner submits that the arbitral proceedings are at an advanced stage; final arguments have been addressed and only the award remains to be pronounced. It is pointed out that the mandate of the learned Arbitrator was previously extended *vide* order dated 07.11.2025. The same came to an end on 30.06.2026

5. In terms of the judgment of the Supreme Court in ***Rohan Builders (India) Private Limited v. Berger Paints India Limited***, 2024 SCC OnLine SC 2494, it is permissible for this Court to grant an *ex post facto* extension. It has been observed therein as under:-

“19. Rohan Builders highlights that an interpretation allowing an extension application post the expiry period would encourage rogue litigants and render the timeline for making the award inconsequential. However, it is apposite to note that under Section 29-A(5), the power of the court to extend the time is to be exercised only in cases where there is sufficient cause for such extension. Such extension is not granted mechanically on filing of the application. The judicial discretion of the court in terms of the enactment acts as a deterrent against any party abusing the process of law or espousing a frivolous or vexatious application. Further, the court can impose terms and conditions while granting an extension. Delay, even on the part of the Arbitral Tribunal, is not countenanced. [H.P. Singh v. Northern Railways, 2023 SCC OnLine J&K 1255] The first proviso to Section 29-A(4) permits a fee reduction of up to five per cent for each month of delay attributable to the Arbitral Tribunal.

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23. In view of the above discussion, we hold that an application for extension of the time period for passing an arbitral award under Section 29-A(4) read with Section 29-A(5) is maintainable even after the expiry of the twelve-month or the extended six-month period, as the case may be. The court while adjudicating such extension applications will be guided by the principle of sufficient cause and our observations in para 19 of the judgment.”

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6. Considering the circumstances, the time period for completion of arbitral proceedings and rendering the Arbitral Award is extended till 31.12.2026.



7. The petition is allowed in the above terms.

AUGUST 31, 2026/*uk*

SACHIN DATTA, J