



2024:DHC:6544



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **O.M.P. (MISC.) 5/2024****RAVINDER KUMAR & ANR.**

.....Petitioners

Through: Mr. Prateek Choudhary, Mr.
Ravinder Kumar, Advs.

versus

RAJ SINGH & ORS.

.....Respondents

Through: Mr. Karan Chhibber, Adv.

CORAM:**HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)****28.08.2024**

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1. This is an application under Section 29A(4) of the Arbitration and Conciliation Act 1996¹ for extension of the mandate of the learned Arbitral Tribunal, who was in *seisin* of the dispute between the parties and whose mandate is stated to have expired on 12 June 2020.

2. The present petition has been filed on 5 February 2024.

3. Mr. Choudhary, learned Counsel for the petitioner, explains the delay by submitting that persons in the family of the petitioner and the respondent were suffering from COVID and one of them expired.

4. Besides, in August 2023, the petitioner filed an application under Section 29A of the 1996 Act before the learned District Judge

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(Commercial), Dwarka² who, by order dated 19 August 2023, rejected the application on the ground that he had no jurisdiction to deal with it.

5. The petitioner has, thereafter, approached this Court.
6. Though the delay is considerable, it appears from the record that the learned arbitrator even after his mandate had expired, was issuing notice to the parties after April 2022.
7. As such, the learned arbitrator clearly was continuing to proceed with the matter, despite the termination of his mandate.
8. The arbitrator had not, therefore, relinquished hold of the case.
9. Learned Counsel for the respondent submits that the issue of whether the mandate of the learned Arbitral Tribunal can be extended under Section 29A after it had expired stands referred to the Supreme Court and orders stand reserved by the Supreme Court on 30 July 2024.
10. Accordingly, he prays that this matter may be adjourned.
11. Learned Counsel is unable, however, to provide, to the Court, the order whereby the Supreme Court has reserved orders, or enlighten the Court regarding the facts of the case before the Supreme Court.



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12. The Supreme Court has itself held, in *Tata Sons Pvt Ltd v Siva Industries & Holdings Ltd*³ that the mandate of the learned Arbitral Tribunal can be extended under Section 29A even after the mandate has expired:

“26. Sub-section (3) of Section 29-A empowers parties, by consent, to extend the period specified in sub-section (1) for making the award by a further period not exceeding six months. Thereafter, if the award is not made within the period which is specified in sub-section (1) or the extended period specified in sub-section (3), the mandate of the arbitrator shall terminate unless the court has extended the period either prior to or after the expiry of the period so specified. In other words, the timeline of twelve months for making the award (*in matters other than international commercial arbitration*), is qualified by the consensual entrustment to the parties under sub-section (3) to extend the period by six months after which the court is empowered in terms of sub-section (4) to extend the period for making the award.”

(Italics in original; underscoring supplied)

13. Section 29A(4) itself says that “if the award is not made within the period specified in sub-section (1) or the extended period specified under sub-section (3), the mandate of the arbitrator(s) shall terminate unless the court has, *either prior to or after* the expiry of the period so specified, extended the period”.

14. There is, therefore, both statutory and precedential sanction for the Court to extend the mandate of the Arbitral Tribunal even *after* the mandate has expired. Needless to say, the Court has to be satisfied that a case for extension exists, and, in rare cases and for good reason, the Court may reject the request.

15. This Court has, in a multitude of cases, extended the mandate of the learned Arbitral Tribunal even after it has expired. To the



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knowledge of this Court, none of these decisions have been reversed on the ground that the Court could not have done so.

16. Learned counsel for the respondent has no other objection to the prayer for extension of the mandate of the learned arbitrator.

17. In the present case, given the applicable facts, I am convinced that, to bring the dispute between the parties to a quietus, the mandate of the learned Arbitrator deserves to be extended.

18. In that view of the matter, the mandate of the learned Arbitral Tribunal shall stand extended by a period of six months from today.

19. The petition stands allowed in the aforesaid terms.

C. HARI SHANKAR, J

AUGUST 28, 2024/dsn

[Click here to check corrigendum, if any](#)

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