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

+ O.M.P.(MISC.)(COMM.) 504/2024

SKYLINE ENGINEERING

CONTRACTS INDIA PVT. LTD.

.....Petitioner

Through: Mr. Roshan Roy, Mr. Udit Seth,
Advocates.

versus

ORCHID INFRASTRUCTURE

DEVELOPERS PRIVATE LIMITED

.....Respondent

Through: Ms. Adya Rao, Mr. Ninad Dogra,
Mr. Vishal Bhardwaj, Advocates.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER
25.07.2024

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1. The petitioner has filed this petition under Section 29A of the Arbitration and Conciliation Act, 1996 for extension of the mandate of the learned Arbitrator, who is in *seisin* of disputes between the parties under an agreement dated 09.03.2010.
2. The learned Arbitrator entered into the reference pursuant to an order of this Court dated 09.04.2017 in ARB.P. 130/2017. The mandate of the learned Arbitrator has been extended from time to time, lastly by order dated 16.01.2024 in O.M.P.(MISC.)(COMM.) 30/2024.
3. In view of the long pendency of the arbitral proceedings, the Court made the following observations in the order dated 16.01.2024:

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“1. This petition has been filed under Section 29A of the Arbitration and Conciliation Act, 1996 [“the Act”] for extension of the mandate of a learned sole Arbitrator, who is in seisin of disputes between the parties under an agreement dated 09.03.2010. The tribunal was constituted by an order of this Court dated 09.04.2017, in ARB.P. 130/2017.

2. The mandate of the learned Arbitrator has been extended from time to time, lastly by an order of this Court dated 16.03.2023 in O.M.P.(MISC.) (COMM.) 27/2023. The last extension was for a period of 18 months from 06.05.2022.

3. I am informed that the respondent’s witness is being examined at the moment.

4. Having regard to the long pendency of the arbitral proceedings, learned counsel for the parties assure the Court that they will cooperate with the learned Arbitrator for expeditious disposal of the proceedings and will not seek any unnecessary adjournments. Learned counsel for the parties blame each other for delay in adjudication, but in view of the assurance given today, it is not necessary to enter into this controversy. Suffice it to say that the Act contains adequate provisions as to costs etc., which the learned Arbitrator can invoke, if any of the parties is responsible for unnecessary delay.

5. Having regard to the aforesaid circumstances, the mandate of the learned arbitral tribunal is extended for a period of six months from today.

6. The petition stands disposed of with these directions.”

4. Despite this position, the arbitration proceedings have not been concluded, and the respondent’s witness has apparently been recalled. It is stated by learned counsel that one further sitting is required to complete the examination of the respondent’s witness, after which the matter will be ready for final arguments.

5. In view of the aforesaid, with the consent of learned counsel for the parties, the mandate of the learned Arbitrator is extended until 31.03.2025. Having regard to the fact that these proceedings have been pending for seven years, the learned Arbitrator is requested to take up the proceedings as expeditiously as possible, and to conclude the proceedings



by 31.03.2025.

6. Learned counsel for the parties assure the Court that they will cooperate with the learned Arbitrator for this purpose.
7. Learned counsel for the respondent wishes to place on record that the respondent does not admit the contentions of the petition.
8. The petition is disposed of with these directions.

PRATEEK JALAN, J

JULY 25, 2024
'Bhupi'