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

+ **O.M.P.(MISC.)(COMM.) 646/2023**

H AND K SOLUTIONS PVT LTD Petitioner

versus

SHIV NADAR FOUNDATION Respondent

+ **O.M.P.(MISC.)(COMM.) 647/2023**

H AND K SOLUTIONS PVT. LTD. Petitioner

versus

SHIV NADAR FOUNDATION Respondent

Appearance:- Mr. Unmukt Gera, Mr. Anil Kumar Gera & Mr. Rakesh Chaudhary, Advocates for H and K Solutions Pvt. Ltd. in Item Nos. 25 & 26.
Mr. Sanjay K. Jha, Advocate for Shiv Nadar Foundation in Item Nos. 25 & 26.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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13.03.2024

1. These two petitions, under Section 29A of the Arbitration and Conciliation Act, 1996 [“the Act”], have been filed for extension of the mandate of the learned Arbitrator, who is adjudicating disputes between the parties in respect of two agreements dated 10.12.2015.
2. The learned Arbitrator was appointed by orders of this Court dated 17.12.2019 in ARB.P. 772/2018 and ARB.P. 773/2018.
3. Having regard to the COVID-19 pandemic, and the time granted



for completion of pleadings, the mandate of the learned Arbitrator expired on 01.07.2023. The affidavits of evidence of the petitioner's witnesses have been filed, but oral evidence is yet to commence.

4. Mr. Sanjay K. Jha, learned counsel for the respondent, raises two principal objections to the extension:-

- a. He disputes the contents of paragraph 3 of the petition to the effect that oral assurance was given on behalf of the respondent for the extension of the mandate of the learned Arbitrator.
- b. He submits that certain orders of the learned Arbitrator, which were unsigned and circulated by email, have subsequently been signed, and signed copies have been enclosed with the petition. It is submitted that no signed copies of these orders have been made available to the respondent.

5. I am of the view that these objections ought not to come in the way of proceedings in arbitration, which have already been pending for a fairly long time.

6. As far as the contents of paragraph 3 of the petition are concerned, it is placed on record that they are not admitted by the respondents. However, the proceedings are now before the Court, and it undisputed that the Court has power under Section 29A(4) of the Act to extend the mandate of the learned Arbitrator.

7. As far as the second objection is concerned, Mr. Unmukt Gera, learned counsel for the petitioner, states that before filing of the present petition, he approached the learned Arbitrator's office to obtain signed copies of the orders. Suffice it to say, that it is appropriate for all communications between either party or its counsel and the office of the



learned Arbitrator to be tripartite communications i.e., the opposite party and/or its counsel should also be privy to the communications. Mr. Gera states that he will ensure that this practice is followed.

8. As there is no other objection to the relief sought, the mandate of the learned Arbitrator is extended for the period of one year from today.

9. Having regard to the long pendency of the matter, learned counsel for the parties assure the Court that they will cooperate with the learned Arbitrator for expeditious disposal of the matter within this time frame.

10. The petitions are disposed of with these directions, and without prejudice to the rights and contentions of the parties on the merits of the disputes.

PRATEEK JALAN, J

MARCH 13, 2024

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