



2024:DHC:6501



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(MISC.)(COMM.) 628/2024, I.A. 36842/2024 & 36843/2024**

GOEL CONSTRUCTION COMPANYPetitioner

Through: Mr. Navin Kumar, Adv.

versus

DELHI METRO RAIL CORPORATION LTD.Respondent

Through: Mr. Arjun Natarajan and Ms.
Kamana Pradhan, Adv.

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)
22.08.2024

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IA 36842/2024

1. Exemption allowed subject to all just exceptions.
2. Applications are disposed of.

O.M.P.(MISC.)(COMM.) 628/2024

3. This is a petition under Section 29A(5) of the Arbitration and Conciliation Act, 1996¹, for extension of the mandate of the arbitrator presently *in seisin* of the dispute between the parties.

4. Learned Counsel for the petitioner submits that the mandate of

Signature Not Verified¹ "the 1996 Act" hereinafter

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the learned Arbitral Tribunal had expired in February 2024.

5. Accordingly, extension of the mandate of the Arbitral Tribunal is sought.

6. Learned counsel for the respondent objects to the request on the ground that the petitioner has been protracting the cross-examination of the respondent's witness which has gone on for more than a year. He submits that, under these circumstances, it is the petitioner who is responsible for the arbitral proceedings not concluding, and the petitioner cannot, therefore, maintain a petition for extension of the mandate of the Arbitral Tribunal.

7. He also submits that there is no pleading, in the petition, of the existence of "sufficient cause" for extension of the arbitral mandate, within the meaning of Section 29A(5) of the 1996 Act.

8. Insofar as the absence of any pleading of sufficient cause is concerned, there is no specific requirement in the 1996 Act of pleadings having to be made to that effect. The Court has to be satisfied that there is sufficient cause for extending the mandate of the Arbitral Tribunal. This is not a case in which, even as per the respondent, the petitioner has been remiss in attending the proceedings.

9. Insofar as the time taken for cross-examination is concerned, there is no law which delimits the number of days over which cross-examination can be conducted. In the event that the learned Arbitral

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Tribunal has unnecessarily protracted the cross-examination, the remedy with the respondent lies elsewhere. That cannot be a ground to oppose the prayer for extension of the mandate of the Arbitral Tribunal.

10. Indeed, once an Arbitral Tribunal is *in seisin* of the dispute between the parties, a prayer to extend the mandate of the Arbitral Tribunal, so that the proceedings can come to an end, should not ordinarily be refused, save in rare cases. Otherwise, it is ordinarily incumbent on the court to extend the mandate of the Arbitral Tribunal. This would also be in the interest of ensuring that a *quietus* is achieved to the dispute.

11. In view of the aforesaid, I am of the opinion that sufficient cause exists to extend the mandate of the learned Arbitrator. The mandate of the learned Arbitrator, therefore, stands extended by a period of six months from today. The mandate shall be treated as having continued till today.

12. The petition stands disposed of accordingly.

C.HARI SHANKAR, J

AUGUST 22, 2024/aky

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

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