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

+ O.M.P.(MISC.)(COMM.) 716/2024
TATA CAPITAL LIMITED TRANSFEREE OF TATA CAPITAL
FINANCIAL SERVICES LIMITEDPetitioner

Through: Ms. Ekta Bhasin and Mr. Sanidhya
Sonthalia, Advocates.

versus

FAIRDEAL AGENCIES EXCLUSIVE PVT
LIMITED AND ORSRespondents

Through: Mr. Rajeev Aggarwal, Advocate.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

% **11.09.2024**

I.A. 39072/2024 (for exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

O.M.P.(MISC.)(COMM.) 716/2024

1. The petitioner has filed this petition, under Section 29A of the Arbitration and Conciliation Act, 1996 [“the Act”], seeking extension of mandate of the learned Arbitral Tribunal which is in *seisin* of disputes under a Loan cum Guarantee Agreement dated 28.10.2021 [“the Agreement”].

2. The Arbitral Tribunal was constituted by an order of this Court dated 28.11.2022 in ARB.P. 1277/2022 and the learned Arbitrator entered into the reference by email dated 16.12.2022. I am informed that the arbitral proceedings are at the stage of final arguments.



3. Mr. Rajeev Agarwal, learned counsel, appears on behalf of the respondents, on advance notice. He submits that the present petition under Section 29A of the Act is not maintainable as the mandate of the Arbitral Tribunal has expired prior to filing of the petition, and that the arbitral proceedings are being conducted on the basis of a photocopy of the Agreement, which is not in accordance with law.

4. I am of the view that neither of these contentions are acceptable. This Court has held in *ATC Telecom Infrastructure (P) Ltd. v. BSNL* [2023 SCC OnLine Del 7135] and in *Wadia Techno-Engineering Services Ltd. v. Director General of Married Accommodation Project* [2023 SCC OnLine Del 2990] that a petition under Section 29A of the Act can be filed even after the expiry of the mandate. Although the question is pending consideration before the Supreme Court, in view of a conflict of decisions of various courts, the view taken by this Court has not been stayed.

5. On the second aspect, relating to the Agreement having been adduced by way of a photocopy, the question is not at all germane to an application under Section 29A of the Act. All defences available to the respondents remain reserved to them, as also the right to challenge the award on any available ground, if it is ultimately against them.

6. As no other ground is urged by Mr. Aggarwal, the petition is allowed, and the mandate of the learned Arbitrator is extended for a period of six months from today.

PRATEEK JALAN, J

SEPTEMBER 11, 2024//“Bhupi”/