
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMM. ARBITRATION PETITION NO. 86 OF 2024

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SUEZ PROJECTS PVT LTD.

...Petitioner

Versus

**MUNICIPAL CORPORATION OF
GREATER MUMBAI**

...Respondent

Mr. Bomi Patel *a/w. Vineet Sawant i/b Tuli & Co. for Petitioner.*

Mr. Zal Andhyarujina, Senior Advocate *a/w. Akanksha Agrawal, Pooja Yadav and Sunil Khandagle i/b Komal Punjabi, for Respondent-BMC.*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : February 28 2025

P. C.

1. This is a Petition under Section 29-A of the Arbitration and Conciliation of the Act, 1996 (“***the Act***”), seeking an extension of mandate of the Arbitral Tribunal, which expired on December 31, 2024.

2. Learned Senior Counsel for the Respondent submits that an extension of one year would be inappropriate, since the matter has already been conducted over a long time. To counter that, Learned Counsel on behalf of the Petitioner has tendered a chart showing the dates and the number of hearings for which cross-examination was conducted on behalf of the Respondent. It is seen that two witnesses of the Petitioner have been cross-

examined for an aggregate of 35 hearings for a period stretching from November 11, 2022 to August 30, 2024. If that was the approach to the arbitration by the Respondent, he would submit, it would not be appropriate to curtail the arbitration at this stage.

3. In this view of the matter, I am inclined to extend the mandate of the arbitral tribunal by a period of one year from today, i.e., until ***February 28, 2026***. The mandate is hereby so extended. It is hoped that the Learned Arbitral Tribunal would pace itself in a manner that to enable completion of the proceedings within the extended time granted hereby.

4. However, I am not disposing of this Petition since it is incumbent on this Court to consider imposing conditions in the course of disposal of Petitions under Section 29-A of the Act. I am informed by Learned Counsel for both sides that the size of the claim is in the region of approximately Rs. 50 crores, while the fees paid to the arbitral tribunal until now may be in the region of Rs. 12 crores.

5. In these circumstances, each party is directed to file an affidavit containing precise details of the fees paid and the costs incurred in the matter till date and how it has been spread over the course of the proceedings. It would be necessary to consider what conditions may be imposed in the course of disposal of the Petition.

6. The Parties too would need to reorient their approach to these arbitration proceedings and not give instructions to their advocates to conduct long-drawn cross-examinations of witnesses. Indeed, cross examination of two witnesses over 35 days *prima facie* appears to be extraordinary. If the Petitioner too desires to emulate the Respondent, these proceedings could end being counterproductive to parties who opted for inexpensive and speedy dispute resolution by agreeing to arbitrate.

7. The affidavit explaining the costs incurred till date including fees paid to the Arbitral Tribunal as well as to advocates involved in the matter shall be filed *no later than March 15, 2025*.

8. List on *March 17, 2025* on the Supplementary Board for further consideration.

9. All actions required to be taken pursuant to this order, shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]