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

+ **O.M.P.(MISC.)(COMM.) 55/2025**

RELIGARE FINVEST LIMITEDPetitioner

Through: Ms Mudrakshi, Advocate

versus

M/S YUTHIKA COMMERCIAL PVT. LTD.Respondent

Through: Mr. Vivek Singh and Ms. Kirti
Mewar, Advocates

+ **O.M.P.(MISC.)(COMM.) 56/2025**

RELIGARE FINVEST LIMITEDPetitioner

Through: Ms Mudrakshi, Advocate

versus

M/S KALYANI BARTER PVT. LTD.Respondent

Through: Mr. Vivek Singh and Ms. Kirti
Mewar, Advocates

+ **O.M.P.(MISC.)(COMM.) 57/2025**

RELIGARE FINVEST LIMITEDPetitioner

Through: Ms Mudrakshi, Advocate

versus

M/S PLUS CORPORATE VENTURES PVT. LTD.

.....Respondent

Through: Mr. Vivek Singh and Ms. Kirti
Mewar, Advocates



+ O.M.P.(MISC.)(COMM.) 58/2025

RELIGARE FINVEST LIMITED

.....Petitioner

Through: Ms Mudrakshi, Advocate

versus

M/S PRANIDHI COMMERCE PVT. LTD.

.....Respondent

Through: Mr. Vivek Singh and Ms. Kirti
Mewar, Advocates

+ O.M.P.(MISC.)(COMM.) 59/2025

RELIGARE FINVEST LIMITED

.....Petitioner

Through: Ms Mudrakshi, Advocate

versus

M/S MARUBHUMI DEALERS PVT. LTD.

.....Respondent

Through: Mr. Vivek Singh and Ms. Kirti
Mewar, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.01.2025

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1. These Petitions under Section 29A(4) and 29A(5) of the Arbitration and Conciliation Act, 1996, read with Section 7 of the Commercial Courts Act, 2015, have been filed by the Petitioner for extending the mandate of the sole Arbitrator in the Arbitration proceedings which are going on between the parties.

2. Material on record indicates that upon the Respondent's failure to



repay the loan amount, the Petitioner herein invoked Clause 7.12 of the Loan Agreement and appointed Mr. Justice M.L. Verma as the Sole Arbitrator to adjudicate on the disputes between the parties.

3. It is stated that the mandate of the Arbitrator was extended by this Court twice, i.e. on 18.09.2024 & 30.09.2024, and the mandate of the Arbitrator was extended till 18.01.2025.

4. It is stated by the learned Counsel for the Petitioner that final arguments have been concluded and the award has been reserved for pronouncement and, therefore, the mandate of the Arbitrator be extended for a period of six months.

5. The Apex Court in Rohan Builders (India) Private Limited v. Berger Paints India Limited, **2024 SCC OnLine SC 2494**, has held that an application for extension of the time period for passing an arbitral award under Section 29A(4) read with Section 29A(5) is maintainable even after the expiry of the twelve-month or the extended six-month period, as the case may be.

6. Accordingly, this Court is inclined to extend the mandate of the learned Arbitrator for a further period of six months, i.e. till 18.06.2025, so that the award can be pronounced and no further extension of time would be required by the learned Arbitrator.

7. The Petition are disposed of, along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

JANUARY 20, 2025

Rahul