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

+ **O.M.P.(MISC.)(COMM.) 67/2025**

MBD PRINTOGRAPHICS PVT. LTD.

.....Petitioner

Through: Mr. Anupam Dwivedi, Mr. Vikash
Kumar Sinha, Advocates.

versus

PARAGON PAPER INDUSTRIES & ORS.

.....Respondents

Through: Mr. Mridul Jain and Mr. Hrishikesh
K. P., Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **21.01.2025**

I.A. 1642/2025 (Exemption)

Allowed, subject to all just exceptions.

O.M.P.(MISC.)(COMM.) 67/2025 & I.A. 1643/2025

1. This Petition under Section 29A(4) of the Arbitration and Conciliation Act, 1996, has 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 the Petitioner and the Respondents entered into various Agreements. Agreement dated 11.10.2018 i.e. Job Work Agreement, Improvement Plan Agreement, Project Management Agreement, Agreement for Sale Purchase of Paper and Paper Products. It is stated that since disputes have arisen between the parties under the said Agreements, the Petitioner sent a legal notice dated 01.12.2020 invoking arbitration which was refused by the Respondent *vide* reply dated 30.12.2020. It is stated that the Petitioner thereafter filed a petition before this Court being Arbitration Petition No.506/2021 and this Court *vide* Order dated



05.09.2022 has appointed Mr. J. R. Midha, former Judge of this Court as a Sole Arbitrator to adjudicate upon the disputes between the parties. It is stated that the mandate of the Arbitrator has expired on 07.11.2024.

3. Though, the learned Counsel for the Petitioner states that the matter is at the stage of final arguments, learned Counsel for the Respondent refused the same and contends that the matter is at the stage of examination of witnesses of the Respondent.

4. Be that as it may, this Court is of the opinion that there is no fault of the Arbitrator in proceeding ahead with the arbitration proceedings since valuable time and money has been spent in the arbitration.

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 Arbitral Tribunal for a further period of 12 months with effect from today i.e. till 21.01.2026 so that the award can be pronounced and no further extension of time would be required by the Tribunal.

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

SUBRAMONIUM PRASAD, J

JANUARY 21, 2025

RJ