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

+ **O.M.P. (MISC.) 4/2025**

M/S MILI MARKETING PVT. LTD

.....Petitioner

Through: Mr. Barun Dey, NP Singh and Alok
Ranjan Jha, Advocates

versus

M/S AMBIENCE PVT. LTD & ANR.

.....Respondents

Through: Mr. Akshay Chitkara, Adv.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

11.02.2025

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I.A. 3567/2025 (Exemption)

Allowed, subject to all just exceptions.

O.M.P. (MISC.) 4/2025

1. The instant petition under Section 29A(4) and (5) of the Arbitration & Conciliation Act, 1996 has been filed by the Petitioner seeking extension of the mandate of the Arbitrator.
2. Material on record indicates that the Arbitrator was appointed by this Court *vide* Order dated 15.01.2018.
3. It is stated that the mandate of the Arbitrator has been extended from time to time and last such extension was granted on 29.09.2024. It is stated that since the mandate of the Tribunal has come to an end on 31.01.2025, the Petitioner has approached this Court seeking extension of the mandate of the Arbitrator for making the Award.



4. A perusal of the list of dates indicates that the arguments have been concluded and only the Award has to be pronounced.
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. The Respondent has no objection if the mandate is extended. The period from 31.01.2025 till today is regularized.
7. In the facts and circumstance of this case, this Court is inclined to extend the mandate of the Arbitrator till 31.07.2025 so that the Award can be pronounced.
8. The petition is disposed of along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 11, 2025

RJ