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

+ O.M.P.(MISC.)(COMM.) 151/2025

M/S VARDHMAN ENGINEERING WORKS THROUGH
PROPRIETOR ADESH KUMAR JAINPetitioner

Through: Mr. Prem Garg, Advocate

versus

EARTH LINK CORPORATION THROUGH HITESH CHAUDHRY
.....Respondent

Through: Ms. Shagun Bhadana, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **18.02.2025**

I.A. 4239/2025 (Exemption)

Allowed, subject to all just exceptions.

O.M.P.(MISC.)(COMM.) 151/2025

1. This Petition under Section 29A(5) of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner for extending the mandate of the Sole Arbitrator.
2. Material on record indicates that the Sole Arbitrator was appointed by DIAC on 17.01.2023. The mandate of the Arbitral Tribunal has expired on 02.02.2025. It is stated that the proceeding is at the stage of evidence of Respondent being recorded by the Arbitrator.
3. Learned Counsel appearing for the Respondent states that he has no objection if the mandate of the Sole Arbitrator is extended
4. 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.

5. In view of the facts of the present case, this Court is inclined to extend the mandate of the Sole Arbitrator till 31.10.2025, so that the award can be pronounced.

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

SUBRAMONIUM PRASAD, J

FEBRUARY 18, 2025

S. Zakir