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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(MISC.)(COMM.) 215/2025 & I.A. 17331/2025**
RAJESH GUPTA

.....Petitioner

Through: Mr. Sachin Bansal, Adv.

versus

OYO HOTELS AND HOMES PVT LTD

.....Respondent

Through: Mr. Chaitanya Kaushik, Adv. Mr.
Avinash K Singh, Adv. Ms. Seema Mehta, Adv.
Mr. Saurabh Pal, Adv. Ms. Vidhi Uppal, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

11.08.2025

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1. This is a petition filed under Section 29A (5) of the Arbitration and Conciliation Act, 1996, ("***the Act***") seeking extension of the mandate of the Arbitral Tribunal in Arbitration Proceedings between "*Rajesh Gupta vs. M/s OYO Hotels and Homes Pvt. Ltd.*", by a period of six (6) months.
2. In the present case, the Arbitral Tribunal entered reference on 14.03.2022 and the first sitting of the Arbitral Tribunal took place on 14.05.2022.
3. On 20.10.2023, the final arguments on behalf of the claimants commenced and thereafter, the parties expressed their willingness to explore the possibility of settlement through mediation.
4. However, on 18.12.2023, the Arbitral Tribunal recorded that the mediation has failed between the parties and fixed the matter for further



hearing on 12.01.2024. The order dated 18.12.2023 is extracted below: -

TRUE TYPED COPY OF ARBITRAL ORDERS

ORDER

18.12.2023

FOR CLAIMANT- MR. SHIVAM SHARMA ADV.

FOR RESPONDENT- MR. CHAITANYA KAUSHIK ADV.

1. The hearing was conducted through video conferencing.
2. The parties have not been able to arrive at a settlement . Accordingly the matter is adjourned to 12.01.2023 at 5 pm for claimant arguments.
3. In the meantime, the parties shall file an application before the appropriate forum seeking extension of time as well.
4. The respondent shall circulate the link for the next date of hearing.
5. A perusal of the order dated 18.12.2023 shows that the Arbitral Tribunal recorded that the parties shall file an application seeking extension of the mandate of the Arbitral Tribunal.
6. In response, the respondent sent an email dated 02.02.2024, extracted below:-



From: Avinash Singh
Sent: 02 February 2024 16:43
To: Shivam Sharma; shashank khurana
Cc: Chaitanya Kaushik
Subject: RE: Arbitration Proceedings - Rajesh Gupta vs M/s OYO Hotels and Homes Private Limited

Dear Sir,

We are writing on behalf of the Respondents in the captioned matter. We have no objections to the Claimant's request. However, we would like to bring to your attention that the mandate of the Arbitral Tribunal has expired. We kindly request the tribunal to direct the Claimant to approach the court for an extension of the tribunal's mandate. Therefore, we request the tribunal to schedule the matter after the extension of the mandate. Additionally, the Respondents will not be available from 18.02.2024 to 04.03.2024. Therefore, we kindly request that a date after 04.03.2024 be fixed for the proceedings.

Regards,
Avinash

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7. A perusal of the email shows that the respondent clearly brought it to the notice of the petitioner to approach the Court for extension of the mandate of the Arbitral Tribunal.
8. Thereafter, on 07.03.2024, the respondent again wrote an email stating that the mandate of the Arbitral Tribunal has expired, and it has become *functus officio* and hence, the proceedings ought to be terminated. The email is extracted below: -



From: Chaitanya Kaushik
Sent: 07 March 2024 16:39
To: shashank khurana; Shivam Sharma
Cc: Avinash Singh; Payal Nayak; Seema Mehta
Subject: RE: Arbitration Proceedings - Rajesh Gupta vs M/s OYO Hotels and Homes Private Limited

Dear Sir,

We are writing on behalf of Respondents in the captioned matter. As the tribunal is aware, the mandate of the tribunal expired on 12.10.2023 in terms of the Arbitration and Conciliation Act, 1996. In an email dated 18.12.2023, the tribunal directed the Claimant to approach the Hon'ble High Court for the extension of the mandate. This was after reminders were issued by the Respondent as well that immediate steps were required to be taken by the Claimant. Despite reminders to the Claimant, and the Claimant's own request for deferment of the hearing on 17.02.2024 due to their ongoing process to file an application for extension of the mandate, they have not yet approached the High Court for extension. Time and again, adjournment requests on behalf of the Claimant have been acceded to by the Respondent in good faith, at great actual cost to the Respondents. However, since the mandate now stand expired since many months, it is settled law that once the mandate of the tribunal has expired, the tribunal becomes functus officio and cannot hold further proceedings. The settled law states that once a tribunal is functus officio, no further proceedings can be held and accordingly, proceedings ought to be terminated. Therefore, we kindly request the tribunal to pass appropriate orders under the Arbitration and Conciliation Act, 1996.

Regards
Chaitanya Kaushik

Chaitanya Kaushik | Counsel

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9. In response, the counsel for the petitioner, sent an email on 08.03.2024, informing that they are in the process of approaching the High Court for extension of the mandate of the Arbitral Tribunal.
10. Thereafter, no further steps were taken by the petitioner or his counsel until 01.10.2024, when a draft copy of the petition seeking extension of mandate was forwarded to the counsel of the respondent via email.
11. Again, from 01.10.2024 no steps were taken by the petitioner till 10.02.2025 i.e., the date of filing of the present petition.
12. Mr. Bansal learned counsel for the petitioner, states that the previous counsel for the petitioner, after 01.10.2024, took no steps to file the



petition and that the petitioner should not suffer for the lapses on the part of his previous counsel.

13. The purpose of Section 29A of the Act is to save valuable time of the parties by ensuring timely completion of the arbitration proceedings, as also observed by the Hon'ble Supreme Court in ***Rohan Builders (India) Private Limited vs. Berger Paints India Limited, 2024 SCC Online SC 2494***, as under:-

“13. An interpretive process must recognize the goal or purpose of the legal text. Section 29A intends to ensure the timely completion of arbitral proceedings while allowing courts the flexibility to grant extensions when warranted. Prescribing a limitation period, unless clearly stated in words or necessary, should not be accepted. Bar by limitation has penal and fatal consequences...”

14. In the present case, the facts reproduced above, clearly shows that the petitioner has lapsed on his obligation to take due steps for extending the mandate of the Arbitral Tribunal, despite the Arbitral Tribunal as well as the respondent repeatedly reminding him of the same.
15. To my mind, the petitioner has not explained the delay in filing of the present petition under Section 29A (5) of the Act for extension of the mandate of the Arbitral Tribunal, at all much less satisfactorily.
16. The aim and objective of the Arbitration and Conciliation Act, 1996 is to ensure a speedy disposal of disputes between the parties, which in the present case, the petitioner with his delayed attitude has totally failed to uphold.
17. For the said reasons, the extension of the mandate of the Arbitral



Tribunal in Arbitration Proceedings between “*Rajesh Gupta vs. M/s OYO Hotels and Homes Pvt. Ltd.*” by a further period of six months is contrary to the objective of the Arbitration and Conciliation Act, 1996 of speedy and timely disposal and hence, is dismissed.

18. The petition is dismissed along with pending applications, if any.

AUGUST 11, 2025 / (MS)

JASMEET SINGH, J