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

+ **O.M.P.(MISC.)(COMM.) 160/2023**

PAISALO DIGITAL LIMITED

.....Petitioner

Through: Mr. Arvind Bhatt, Ms. Ritika,
Ms.Swastika Singh, Advocates

versus

M/S OBRA DEVELOPERS PVT. LTD & ORS.Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

14.01.2025

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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 Arbitrator in the Arbitration proceedings which are going on between the parties.
2. Material on record indicates that the Arbitrator has entered reference on October, 2019. It is stated that the mandate of the Arbitrator has expired on 28.02.2022. The present Petition has been filed by the Petitioner seeking extension of mandate of the Arbitrator.
3. Notice in the petition was issued on 22.05.2023 and thereafter, the matter has been adjourned from time to time. The list of dates filed by the Petitioner indicates that the pleadings are complete and the matter is at the stage of arguments. It is stated that the delay was occurred due to COVID-19 and other reasons.
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 fact that the substantial time and money has been invested in the proceedings, despite the fact that it is a belated petition, this Court is inclined to extend the mandate of the sole Arbitrator for a further period of three and a half years with effect from 28.02.2022, i.e. till 30.08.2025 so that the award can be pronounced and no further extension of time would be required by the Tribunal.

6. Learned Counsel for the Respondents states that the appointment of the Arbitrator has been made unilaterally which is hit by the judgment passed by the Apex Court in Perkins Eastman Architects DPC & Anr. v. HSCC (India) Limited, **(2020) 20 SCC 760**. This objection cannot be considered while considering the petition under Section 29A(5) of the Arbitration and Conciliation Act, 1996.

7. It is always open for the Respondents to move an appropriate application under Section 14 of the Arbitration and Conciliation Act for termination of the mandate of the sole Arbitrator in view of the judgment passed by the Apex Court in Perkins Eastman Architects DPC (supra).

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

SUBRAMONIUM PRASAD, J

JANUARY 14, 2025

RJ