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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(MISC.)(COMM.) 359/2025**
CNH INDUSTRIAL CAPITAL (INDIA) PRIVATE LIMITED
.....Petitioner

Through:

versus

M/S. DAYANA MOTORS & ORS.Respondents

Through: Mr. Vishal Chauhan, Ms Rashi Jain,
Ms. Shivya Sharma, Mr. Ramesh Pandey, Ms.
Kavita Singh, Ms. Priyanka Bakshi, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **30.10.2025**

1. This is a petition filed under Section 29A of Arbitration and Conciliation Act, 1996 ("**the Act**") seeking to extend the mandate of Sole Arbitrator for passing the Award by 12 months.
2. The mandate of the Sole Arbitrator expired on 05.03.2025 and thereafter the present petition seeking extension has been filed.
3. Ms. Jain, appears for the respondents and states that a reply has been filed. Since the same is not on record, a copy has been handed over in Court today which is taken on record.
4. She raises an objection that this Court does not have the pecuniary jurisdiction to entertain the petition as the subject matter of the dispute is less than Rs. 2 crores and it would be the District Court which would be the original Court of jurisdiction as defined under Section 2(1)(e) of the Act . She relies on an Order of the Hon'ble Supreme Court in **Chief Engineer (NH) PWD (Roads) vs. BSC & C and C JV SLP No. 10544/2024** and more particularly on paragraphs 3 and 4 which read as under:



“3. The power Under Sub-section (4) of Section 29A of the Arbitration Act vests in the Court as defined in Section 2(1)(e) of the Arbitration Act. It is the principal Civil Court of original jurisdiction in a district which includes a High Court provided the High Court has ordinary original civil jurisdiction.

4. In this case, the High Court does not have the ordinary original civil jurisdiction. The power Under Sub-section (6) of Section 29A is only a consequential power vesting in the Court which is empowered to extend the time. If the Court finds that the cause of delay is one or all of the arbitrators, while extending the time, the Court has power to replace and substitute the Arbitrator(s). The said power has to be exercised by the Court which is empowered to extend the time as provided in Sub-section (4) of Section 29A of the Arbitration Act.”

5. However, in the said case the Sole Arbitrator was not appointed by the High Court in exercise of powers under Section 11(6) of the Act and was appointed by mutual consent of the parties hence the observations of the Hon’ble Supreme Court in paragraphs 3 and 4 have to be read in that context.

6. An identical issue has been considered in **Ovington Finance Private Limited vs. Bindiya Nagar 2024:DHC:9276** and more particularly in paragraphs 23 and 24 which read as under:

“23. A perusal of the above-said judgments shows that this Court and the Bombay High Court in KIPL Vistacore Infra Projects (supra) are of the opinion that if power under Section 29A of the Arbitration & Conciliation Act is exercised by a Court subordinate to the High Court, then the Arbitrator



appointed by the High Court in case of domestic arbitration or the Supreme Court in case of International commercial arbitration will stand substituted by the competent court of civil jurisdiction which would be in teeth of Section 11 of the Arbitration & Conciliation Act which gives the prerogative only to the High Court in case of domestic arbitration or the Supreme Court in case of international arbitration to appoint Arbitrator under Section 11 of the Arbitration & Conciliation Act.

24. This Court is also of the opinion that such an interpretation will give the power to the Civil Court to substitute and also to appoint Arbitrators under Sections 14 and 15 of the Arbitration & Conciliation Act who can be appointed only by the High Courts or the Supreme Court in case of domestic and international arbitration respectively and therefore for the purposes of Section 29A of the Arbitration & Conciliation Act, the term "Court" must mean only to be the Court which has appointed the Arbitrator and therefore the Court to extend the time or substitute the Arbitrator would only be the Court which has appointed the Arbitrator and no other Court.”

7. In the present case, this Court appointed the Sole Arbitrator in exercise of powers under Section 11(6) of the Act on 20.02.2023 and hence the observations of **Ovington Finance Private Limited (Supra)** would be squarely applicable.

8. Since the issue in controversy is squarely covered by the above



judgment, I have no hesitation in allowing the petition.

9. For the said reasons, the mandate of the Sole Arbitrator is extended by a period of 12 months from today to make and publish the Award. The period from 05.03.2025 till today stands regularized in view of the pendency of the present petition.

10. The petition is disposed of with aforesaid directions.

OCTOBER 30, 2025/AS

JASMEET SINGH, J