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

+ O.M.P.(MISC.)(COMM.) 535/2025

WORLD WINDOW INFRASTRUCTURE AND LOGISTICS PVT.
LTD.Petitioner

Through: Mr. Nilav Bandopadhyay and Mr.
Ankur Mishra, Advocates.

versus

CENTRAL WAREHOUSING CORPORATIONRespondent

Through: Mr. A.K. Ganguli, Sr. Advocate with
Mr. Shaiwal Srivastava, Mr. Arunabha Ganguli,
Mr. Nilesh Sharma, Ms. Awantika Manohar and
Ms. Parul Dhuruey, Advocates.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER
18.07.2025

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1. This petition is filed on behalf of the Petitioner under Section 29A (4) and (5) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking extension of the mandate of the learned Sole Arbitrator by a period of 12 months.

2. A Contract dated 16.02.2005 was executed between Petitioner and Respondent for Strategic Alliance Management and Operation of the Inland Container Depot at Loni, Uttar Pradesh. Based on Petitioner's request, a Tripartite Agreement was executed on 07.03.2007 between Petitioner, Respondent and WWIL, pursuant to which all rights, interests and obligations for performing the Contract dated 16.02.2005 were transferred/assigned to WWIL. Disputes having arisen between the parties,



Petitioner invoked Arbitration Clause 21 in the Contract and appointed a Sole Arbitrator on 04.01.2016. Respondent filed its Statement of Claim and Petitioner raised jurisdictional issues and also filed a civil suit seeking *inter alia* stay of arbitral proceedings in which Respondent filed application under Section 8 of 1996 Act. Learned Civil Judge allowed the application of the Petitioner under Order XXXIX Rules 1 and 2 CPC and stayed the arbitral proceedings on 15.02.2016.

3. It is stated in the petition that vide order dated 15.03.2016, the Civil Judge dismissed the application under Section 8. Respondent filed first appeals before the District Judge Ghaziabad challenging orders dated 15.02.2016 and 15.03.2016. Writ petitions were filed before the Allahabad High Court for direction to the District Judge to decide the appeals expeditiously, which the Court declined to do and Respondent approached the Supreme Court. By order dated 12.12.2017, the Supreme Court directed the District Judge to decide the appeals within a time bound manner. District Judge, Ghaziabad allowed the appeals of the Respondent and directed the matter to be referred to ongoing arbitration, which was unsuccessfully challenged upto the Supreme Court.

4. It is further stated that Petitioner filed ARB.P. 437/2018 under Section 11(6) of 1996 Act on 25.05.2018 seeking appointment of Sole Arbitrator and termination of mandate of the Arbitrator. Another petition being O.M.P. (T)(COMM) 45/2018 was filed on 29.05.2018 for termination of the mandate of the Arbitrator, which was dismissed on 14.08.2018 and being aggrieved, Petitioner approached the Supreme Court, where both parties agreed to appoint another Sole Arbitrator.



5. On 12.11.2018, Respondent sought extension of the mandate of the Arbitrator in O.M.P.(MISC.)(COMM.) 342/2018, which was disposed of on 06.03.2019 directing that fresh arbitration would commence from the date the new Arbitrator entered upon reference. Pleadings were completed on 06.06.2021, however, the arbitral proceedings were adjourned from time to time in light of the fact that moratorium was issued against the Petitioner.

6. Learned counsel for the Petitioner submits that mandate of the Arbitrator expired on 28.08.2023 and arbitral proceedings are at the stage of evidence of the Petitioner, which is the Counter Claimant before the Arbitrator. It is explained that the Petitioner has approached this Court in 2025 for extension of the mandate, owing to the reason that on 28.08.2023 when the mandate expired, Petitioner was undergoing CIRP proceedings and arbitral proceedings had to be deferred. However, subsequently the Resolution Plan was approved and the Successful Resolution Applicant ('SRA') proceeded to implement the plan and as a part of implementation, Prudent ARC Limited acquired the debts of the existing lenders in accordance with the approved Plan. New Board of Directors was constituted, which process was completed in September, 2024. It is further pointed out that there was an additional change in the ownership of the Petitioner, which was transferred to M/s Thrivehill Realtors Private Limited and a Security Purchase Agreement dated 10.10.2024 was executed between SRA and RKG Fund I. As a result, new Board of Directors was appointed in December, 2024. In light of these facts, Petitioner has now approached the Court for extension of mandate of the Sole Arbitrator with due intimation to the Arbitrator for the revival of the arbitral proceedings.

7. Issue notice.



8. Mr. Shaiwal Srivastava, learned counsel accepts notice on behalf of the Respondent.
9. Learned Senior Counsel appearing on behalf of the Respondent fairly and candidly does not object to the extension of mandate of the Arbitrator but submits that direction be issued to the learned Arbitrator to adjudicate both the Claim and the Counter Claim of the parties simultaneously.
10. Having heard learned counsel for the Petitioner and on perusal of the documents appended to the petition, this Court is satisfied that sufficient cause is made out by the Petitioner for extension of the mandate of the Arbitrator following the observations of the Supreme Court in ***Rohan Builders (India) Private Limited v. Berger Paints India Limited, 2024 SCC OnLine SC 2494.***
11. Accordingly, with the consent of the parties, mandate of the Arbitrator is extended by a period of 12 months from 18.07.2025 and period between 29.08.2023 to 17.07.2025 is regularized.
12. Petition is allowed and disposed of in the aforesaid terms.

JYOTI SINGH, J

JULY 18, 2025
S.Sharma