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

+ O.M.P.(MISC.)(COMM.) 779/2025

M/S INTEC CAPITAL LTD

.....Petitioner

Through: Mr. Pranav Goyal, Ms. Mreeganka
Goyal, Mr. Vishant Singh, Advs.

versus

M/S A V INDUSTRIES THROUGH ITS PARTNER VINOD
KHANNA & ORS.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

02.12.2025

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1. The present petition under Section 29A (4) & (5) of the Arbitration and Conciliation Act, 1996 [**the Act**] has been filed by the Petitioner/Claimant for extending the mandate of the Arbitral Tribunal.
2. Material on record indicates that an Arbitral Tribunal was constituted by this Court on 27.02.2024 in ARB. P. 386/2023. Material on record indicates that the learned Arbitrator entered reference on 27.02.2024. The Petitioner/Claimant filed its rejoinder on 01.07.2024 and the statutory period prescribed under Section 29A of the Act for passing an Award expired on 01.07.2025.
3. Learned Counsel for the Respondents has appeared post-notice. He submits that the arbitration proceedings were adjourned *sine die* on 01.07.2024 since the Petitioner/Claimant did not deposit their part of the arbitration fee.
4. *Per contra* the Learned Counsel appearing on behalf of the Petitioner/Claimant submits that the Petitioner/ Claimant has deposited their



part of the Arbitration fee in March-April 2025. He has further submitted that *vide* email dated 24.08.2025 the learned Arbitrator informed the parties that his mandate expired on 01.07.2025 and therefore, the continuation of Arbitration proceedings necessitated that the parties mutually extend the mandate of the Arbitral Tribunal by six months in accordance with Section 29A(3) of the Act.

5. It is further stated by the Learned Counsel for the Petitioner/Claimant that pursuant to receipt of the aforementioned email, the Petitioner/Claimant sent an email to the Respondents on 24.08.2025 for extending the mandate of the Arbitrator by a mutual consent under Section 29A of the Act. It is stated that there was no reply on behalf of the Respondents to the email sent by the Petitioner/Claimant.

6. The parties have not utilized the option of mutually extending the mandate of the Arbitrator by six months subsequent to the expiry of the one year, and they are directed to approach the learned Arbitrator for extending the mandate mutually.

7. It is made clear that the interest on the amount which has been advanced by the Petitioner/Claimant or which is under dispute cannot be permitted to mount on account of the delay on the part of the Petitioner in depositing Arbitration Fees.

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

SUBRAMONIUM PRASAD, J

DECEMBER 2, 2025

Prateek