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

\+ O.M.P.(MISC.)(COMM.) 930/2024

BROMPTON LIFESTYLE BRANDS PRIVATE LIMITED

.....Petitioner

Through: Ms. Akshaya Ganpath, Adv.

versus

BEVERLEY LUXURY BRANDS PRIVATE LIMITED AND ANR

.....Respondent

Through: Mr. Aseem Chaturvedi, Mr. Nirupam Lodha, Mr. Shivank Diddi and Mr. Gautam Wadhwa, Advs. for R-2

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

% **25.02.2025**

1. By way of the present petition filed under Section 29A(4) and (5) of the Arbitration and Conciliation Act, 1996, the petitioner seeks extension of mandate of the Arbitral Tribunal for a period of 6 months for concluding the Arbitral proceedings and passing the Award.

2. Learned counsel for the petitioner submits that if the period from 13.04.2023 to 18.09.2024, during which the arbitral proceedings were stayed, is excluded, the mandate of the Arbitral Tribunal expires on 27.02.2025.

3. Undisputedly, the present petition is a case of an international commercial arbitration. After the passing of the amending act 33 of 2019, Section 29A(1) of the A&C Act reads as under:-

"29A. Time limit for arbitral award.— (1) The award in matters other

than international commercial arbitration shall be made by the arbitral tribunal within a period of twelve months from the date of completion of pleadings under sub-section (4) of section 23:
Provided that the award in the matter of international commercial arbitration may be made as expeditiously as possible and endeavor may be made to dispose of the matter within a period of twelve months from the date of completion of pleadings under sub-section (4) of section 23."

A reading of the above provision makes it clear that the mandate of making of an award within 12 months from the date of completion of pleadings does not apply to international commercial arbitration. Rather than imposing a compulsory timeline on the tribunal as done in the case of domestic arbitrations, the statute in the proviso to Section 29A(1) implores that the award be made as expeditiously as possible and an endeavour may be made to dispose of the matter within 12 months of completion of pleadings. Hence, the 12 month period is only directory in cases of international commercial arbitrations.

4. Due reference may be made to the decision of Supreme Court in Tata Sons Private Limited Vs. Siva Industries and Holdings Limited and Ors, reported as **(2023) 5 SCC 421,** wherein it was held that **:-**

"25. After the amendment, Section 29-A(1) stipulates that the award "in matters other than international commercial arbitration" shall be made by the Arbitral Tribunal within a period of twelve months from the date of the completion of the pleadings under Section 23(4). The expression "in matters other than an international commercial arbitration" makes it abundantly clear that the timeline of twelve months, which is stipulated in the substantive part of Section 29-A(1), as amended, does not apply to international commercial arbitrations. This is further reaffirmed in the proviso to Section 29-A(1) which stipulates that the award in the matter of an international commercial arbitration 'may be made as expeditiously as possible" and that an 'endeavour may be made to dispose of the matter within a period of 12 months" from the date of the completion of pleadings. The expression "as expeditiously as possible" coupled with the expression "endeavour may be made" demonstrate that the intent of Parliament is that the period of twelve months for making the award is not mandatory in the case of an international commercial arbitration. In an

international commercial arbitration, the Arbitral Tribunal is required to endeavour, that is, make an effort to render the arbitral award within a period of twelve months or in a timely manner. In a domestic arbitration, Section 29-A(1) stipulates a mandatory period of twelve months for the arbitrator to render the arbitral award. In contrast, the substantive part of Section 29-A(1) clarifies that the period of twelve months would not be mandatory for an international commercial arbitration. Hence, post amendment, the time-limit of twelve months as prescribed in Section 29-A is applicable to only domestic arbitrations and the twelve-month period is only directory in nature for an international commercial arbitration.

5. In view of above, the present case being one of an international commercial arbitrations, the timeline of 12 months as laid down in Section 29A (1) of the A&C Act would not be applicable and hence, no further orders are required.

6. However, the petitioner will be at liberty to approach the tribunal for seeking an endeavour for expeditious conclusion of the proceedings.

7. The present petition stands disposed of.

MANOJ KUMAR OHRI, J

FEBRUARY 25, 2025/DPA