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

+ O.M.P.(MISC.)(COMM.) 991/2025

TRANS IMAGE CORPORATION

.....Petitioner

Through: (appearance not given)

versus

NATIONAL TECHNICAL RESEARCH ORGANIZATION

.....Respondent

Through: Ms. Arti Bansal, Adv. for NTRO
Ms. Yashaswi Sk Chocksey, GP for
UOI
Dr. B. Ramaswamy, CGSC

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.12.2025

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1. This is a petition filed under Section 29A (4) and (5) of the Arbitration and Conciliation Act, 1996 seeking extension of the mandate of the Arbitrator by a period of 4 months for making and publishing the award.
2. Learned counsel for the petitioner states that in the present case, the first Award was passed on 02.08.2025, prior to the expiry of the mandate of the Arbitrator i.e. 05.08.2025 . There were clerical errors. Therefore, the petitioner moved an application under Section 33 of the 1996 Act on 13.08.2025. However, on that day, the mandate of Arbitrator had already expired. Hence, the present application.
3. Dr. B.Ramaswamy, learned CGSC for respondent, states that petition



under Section 34 of the 1996 Act has already been filed. However, the facts remain that the Arbitrator has passed the Award dated 02.08.2025 prior to the expiry of the mandate on 05.08.2025. It is the same award which was sought to be corrected due to clerical mistake and hence, in case the time is not extended, the entire exercises go waste.

4. In ***Rohan Builders (India) (P) Ltd. v. Berger Paints India Ltd., 2024 SCC OnLine SC 2494***

“13. An interpretive process must recognize the goal or purpose of the legal text. Section 29A intends to ensure the timely completion of arbitral proceedings while allowing courts the flexibility to grant extensions when warranted. Prescribing a limitation period, unless clearly stated in words or necessary, should not be accepted. Bar by limitation has penal and fatal consequences. This Court in North Eastern Chemicals Industries (P) Ltd. and Another v. Ashok Paper Mill (Assam) Ltd. and Another 2023 SCC OnLine SC 1649 observed:

“When no limitation stands prescribed it would be inappropriate for Court to supplant the legislature’s wisdom by its own and provide a limitation, more so in accordance with what it believes to be the appropriate period.”

Courts should be wary of prescribing a specific period of limitation in cases where the legislature has refrained from doing so. If we give a narrow and restrictive meaning to



Section 29A(4), we would be indulging in judicial legislation by incorporating a negative stipulation of a bar of limitation, which has a severe annulling effect. Such an interpretation will add words to widen the scope of legislation and amount to modification or rewriting of the statute. If the legislature intended such an outcome, it could have stated in the statute that – “the Court may extend the period only if the application is filed before the expiry of the mandate of the arbitrator, not after”. Indeed, there would have been no need to use the phrase “after the expiry of the period” in the statute.

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15. Rohan Builders (India) Pvt. Ltd. v. Berger Paints India Limited (supra) highlights that an interpretation allowing an extension application post the expiry period would encourage rogue litigants and render the timeline for making the award inconsequential. However, it is apposite to note that under Section 29A(5), the power of the court to extend the time is to be exercised only in cases where there is sufficient cause for such extension. Such extension is not granted mechanically on filing of the application. The judicial discretion of the court in terms of the enactment acts as a deterrent against any party abusing the process of law or espousing a frivolous or vexatious application. Further, the court can impose terms and conditions while granting an extension. Delay, even on the part of the



arbitral tribunal, is not countenanced. The first proviso to Section 29A(4) permits a fee reduction of up to five percent for each month of delay attributable to the arbitral tribunal.”

5. In view of the above judgement and the object of Section 29A of the Act, it is satisfied that sufficient cause exists and that the present matter warrants extension of time.
6. Hence, the mandate of the Arbitrator is extended by a period of 4 months for correction of the Award.
7. The period from 05.08.2025 till today is regularised.
8. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 22, 2025

Pallavi