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

+ **O.M.P.(MISC.)(COMM.) 9/2025**

KANTILAL DEVIDAS DUSANE

.....Petitioner

Through: Mr. Sushil Shukla, Advocate.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Rajesh Singh Chauhan,
Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

09.01.2025

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I.A. 318/2025 (Exemption)

Allowed, subject to all just exceptions.

O.M.P.(MISC.)(COMM.) 9/2025

1. This Petition under Section 29A(4) and 29A(5) of the Arbitration and Conciliation Act, 1996, read with Section 7 of the Commercial Courts Act, 2015, has been filed by the Petitioner for extending the mandate of the sole Arbitrator in the Arbitration proceedings which are going on between the parties.
2. Material on record indicates that this Court *vide* Order dated 20.12.2022 in ARB.P.960/2022 appointed a Sole Arbitrator to adjudicate upon the disputes between the parties.
3. It is stated that the mandate of the Arbitrator expired on 18.11.2024.
4. It is stated by the learned Counsel for the Petitioner that final



arguments have been concluded and the award has been reserved for pronouncement and, therefore, the mandate of the Arbitrator be extended for a period of six months.

5. The Apex Court in Rohan Builders (India) Private Limited v. Berger Paints India Limited, **2024 SCC OnLine SC 2494**, has held that an application for extension of the time period for passing an arbitral award under Section 29A(4) read with Section 29A(5) is maintainable even after the expiry of the twelve-month or the extended six-month period, as the case may be.

6. Accordingly, this Court is inclined to extend the mandate of the learned Arbitrator for a further period of six months, i.e. till 18.05.2025, so that the award can be pronounced and no further extension of time would be required by the learned Arbitrator.

7. The Petition is disposed of, along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

JANUARY 09, 2025

Rahul