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

+ **O.M.P.(MISC.)(COMM.) 111/2025**

LEASEPLAN INDIA PRIVATE LIMITED

.....Petitioner

Through: Mr. Gauransh Singh Chauhan,
Advocate.

versus

SUN MICRO NETWORKS PVT LTD & ORS

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

03.02.2025

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I.A. 2787/2025 (Exemption)

Allowed, subject to all just exceptions.

O.M.P.(MISC.)(COMM.) 111/2025 & I.A. 2788/2025

1. This Petition under Section 29A(4) & (5) of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner for extending the mandate of the Sole Arbitrator.
2. Material on record indicates that as per the arbitration clause, the Petitioner approached the DIAC for appointment of an Arbitrator. A Sole Arbitrator was appointed by DIAC and a communication to this effect was sent to the parties on 09.03.2018. It is stated that the mandate of the Arbitrator has expired on 22.09.2024.
3. Learned Counsel appearing for the Respondents has no objection for extension of mandate.
4. 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.

5. It is stated by the learned Counsel for the Parties that proceedings are at the stage of recording of Respondents' evidence.

6. In view of the facts of the present case, this Court is inclined to extend the mandate of the Sole Arbitrator till 31.12.2025, so that the award can be pronounced.

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

SUBRAMONIUM PRASAD, J

FEBRUARY 3, 2025

S. Zakir