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ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE

AP/143/2025

M/S MD MUSLIM SHAIKH AND ANR
VS
THE GENERAL MANAGER FARAKKA BARRAGE PROJECTS AND ANR

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 3rd February, 2026.

Appearance:

Md. T. Hossain, Adv.

Mr. Arijit Prodhan, Adv.

...for the petitioners

Mr. Sunil Singhanian, Adv.

Ms. Sumedha Banerjee, Adv.

Mr. Asit Dey, Adv.

...for the respondents

The Court: The Petitioner has filed the present application under Sections 14 and 15 of the Arbitration and Conciliation Act, 1996, seeking termination of the mandate of the learned Sole Arbitrator on the ground of alleged delay in the conduct of the arbitral proceedings.

It is contended by learned Counsel for the Petitioner that this Court, by an order dated 13.04.2022, appointed the learned Sole Arbitrator to adjudicate the disputes between the parties. The pleadings were completed on 21.12.2022. With the consent of the parties, the mandate of the Arbitral Tribunal was extended up to 30.06.2024. Thereafter, by an order dated 03.09.2024, this Court further extended the mandate for a period of two months.

Learned Counsel for the Petitioner submits that the arbitral proceedings stood concluded and only the pronouncement of the arbitral award remained. It is further submitted that by an email dated 11.06.2024, the learned Sole Arbitrator informed the parties that the arbitral award was ready for pronouncement and/or delivery. However, the learned Arbitrator also recorded that the parties had failed to deposit the arbitral fees and accordingly called upon them to make payment of the same.

The grievance of the Petitioner is that despite the lapse of a considerable period thereafter, the arbitral award has not been pronounced, and on this basis, the Petitioner seeks termination of the mandate of the learned Sole Arbitrator and substitution by another Arbitrator.

Per contra, learned Counsel for the Respondents submits that by order dated 03.09.2024, this Court had extended the mandate of the Arbitral Tribunal only for a period of two months, which expired on 03.11.2024. It is contended that in the absence of any application filed by the Petitioner under Section 29A of the Act seeking further extension, the mandate of the Arbitral Tribunal stood terminated by operation of law. Consequently, the present application filed on 10.07.2025 is infructuous and not maintainable.

It is further submitted on behalf of the Respondents that the grounds urged by the Petitioner do not attract the provisions of Section 14 of the Act. Mere non-payment or delayed payment of arbitral fees by the parties, or the consequential delay in pronouncement of the award, does not render the learned Sole Arbitrator either *de jure* or *de facto* incapable of performing his functions. There is no statutory disqualification, legal impediment, or

inability attributable to the learned Arbitrator which would warrant termination of the mandate. Delay in pronouncement of the award, particularly when occasioned by non-compliance on the part of the parties in depositing arbitral fees, cannot constitute legal incapacity of the Arbitrator. At best, such circumstances may justify appropriate directions for expeditious pronouncement of the award or extension of time, but cannot form the basis for termination of the mandate under Sections 14 and 15 of the Act.

In reply, learned Counsel for the Petitioner submits that the arbitral fees have since been paid to the learned Arbitrator, though the award is yet to be rendered.

Having considered the submissions and the materials on record, this Court finds that in the absence of any *de jure* or *de facto* incapacity, ineligibility, bias, or failure on the part of the learned Sole Arbitrator to act independently or impartially, the prayer for termination of the mandate and substitution of the Arbitrator is misconceived and untenable in law.

Accordingly, the present petition is dismissed.

The petitioner is granted liberty to file an appropriate application before the appropriate forum in accordance with law.

(GAURANG KANTH, J.)

R.D. Barua