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

+ O.M.P.(MISC.)(COMM.) 103/2026, I.A. 2178/2026

SUNIL BANSILAL RAISONI & ANR.Petitioners

Through: Mr. Kamlesh Ghumre, Ms. Jaikriti
Jadeja, Mr. Hardik Choudhary
Advocate(s)

versus

BAJAJ FINSERV BAJAJ FINANCE LIMITED THROUGH ITS
MANAGER & ANR.Respondents

Through: Mr. Sandeep Sethi, Sr. Adv. / Ms.
Shally Bhasin, Adv. / Mr. Prateek
Yadav, Adv. / Mr. Karan Luthra.
Adv. / Mr. Mrityunjoy Roy, Adv.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
27.01.2026

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1. The present 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 learned Arbitrator.
2. The facts of the case reveal that the parties approached this Court by for appointment of an arbitrator for adjudication of disputes between the parties and this Court *vide* Order dated 07.02.2022 in ARB.P.14/2022 appointed Mr. Justice (Retd.) Vijender Jain as a sole arbitrator. Thereafter, the mandate of the Arbitrator has been extended from time to time and last such extension was granted by this Court *vide* Order dated 29.01.2025 in O.M.P.(MISC.)(COMM.) 89/2025 by which this Court had extended the mandate of the Arbitrator till 31.12.2025. The Order dated 31.12.2025 reads as follows:



“1. This is a petition under Section 29A (4) & (5) of the Arbitration & Conciliation Act seeking extension of the mandate of the Arbitral Tribunal for a period of six months.

2. It is stated that disputes arose between the parties under a loan agreement dated 06.07.2015. It is stated that this Court vide Order dated 07.02.2022 in ARB.P. 14/2022 appointed Justice Vijender Jain, former Chief Justice of the Punjab & Haryana High Court as the Sole Arbitrator to adjudicate upon the disputes between the parties.

3. It is stated that pleadings were completed on 10.10.2022 and the parties mutually extended the mandate of the Arbitral Tribunal for a period of six months on 06.11.2023. It is stated that this Court vide Order dated 01.07.2024 extended the mandate of the Arbitral Tribunal till 31.12.2024. It is stated that since mandate of the Arbitral Tribunal has come to an end on 31.12.2024, the Petitioner has approached this Court seeking extension of mandate of the Arbitral Tribunal.

4. It is stated that the Petitioner is leading evidence in the matter. Keeping in mind the facts of the case, this Court is inclined to extend the mandate of the Arbitral Tribunal till 31.12.2025 so that the Award can be pronounced and no further extension of time would be required by the Tribunal.

5. The petition is disposed of along with pending application(s), if any.” (emphasis supplied)

3. Since the mandate of the Arbitral Tribunal has expired on 31.12.2025, the present petition has been filed for extending the mandate of the Arbitral Tribunal.



4. Learned Counsel for the Petitioners submitted that substantial proceedings before the learned Arbitrator have been completed and that it is at the stage of final arguments, the mandate of the learned Arbitrator is to be extended for a period of 06 months so that the award can be pronounced.

5. *Per Contra*, learned Senior Counsel appearing for the Respondents has vehemently objected to the prayer made by the Petitioners stating that a substantial period of 4 years has already been passed and the final arguments are yet to be commenced before the learned Arbitrator. It is also stated that the inordinate delay in concluding the arbitral proceedings defeats the very object of the Act. It is stated that in the Order dated 31.12.2025 this Court has specifically stated that no further extension shall be granted and if the proceedings are not concluded within the given period of time, the mandate will not be extended.

6. It is the case of the Respondents that the extension of the mandate of the learned Arbitrator will lead to further delay in the arbitral proceedings as the case has been pending for approximately 4 years and therefore, the mandate cannot be further extended. To fortify his stand, the learned Senior Counsel placed reliance on the judgment of the Apex Court in Mohan Lal Fatehpuria v. Bharat Textiles and Ors., **2025 SCC OnLine SC 2754**. The relevant portion of the same reads as under:

“9. We have considered the rival submissions made by both sides and have perused the record. The relevant statutory provision namely, Section 29A was inserted by Amendment Act No. 3 of 2016 and was amended by Act No. 33 of 2019. Section 29A was inserted in the Act, due to widespread criticism of delay in conducting the arbitration proceedings, as the delay is against the avowed object of the Act i.e., speedy resolution of the



dispute.....”

7. Heard the learned Counsels for the parties and perused the material on record.

8. It is also pertinent to note that 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, provided that there exists a sufficient cause and keeping the interests of the parties, the Courts are at its discretion to extend the mandate of the learned Arbitrator. In the said Judgment the Apex Court has held as under:

“19. Rohan Builders [Rohan Builders (India) (P) Ltd. v. Berger Paints India Ltd., 2023 SCC OnLine Cal 2645] 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 29-A(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. [H.P. Singh v. Northern Railways, 2023 SCC OnLine J&K 1255] The first proviso to Section 29-A(4) permits a fee reduction of up to five per cent for each month of delay



attributable to the Arbitral Tribunal.

22. While interpreting a statute, we must strive to give meaningful life to an enactment or rule and avoid cadaveric consequences that result in unworkable or impracticable scenarios. An interpretation which produces an unreasonable result is not to be imputed to a statute if there is some other equally possible construction which is acceptable, practical and pragmatic.

23. In view of the above discussion, we hold 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 twelvemonth or the extended six-month period, as the case may be. The court while adjudicating such extension applications will be guided by the principle of sufficient cause and our observations in paragraph 19 of the judgment.”

9. In the present case, it is undisputed that the arbitral proceedings between the parties have commenced in the year 2022 with the appointment of an arbitrator *vide* Order dated 07.02.2022. Thereafter, the mandate of the learned Arbitrator was mutually extended for a period of 06 months by the parties till 06.11.2023. Upon expiry of the same, the mandate was extended by this Court *vide* Order date 01.07.2024 till 31.12.2024. *Vide* Order dated 29.01.2025, this Court had further extended the mandate of the learned Arbitrator till 31.12.2025.

10. This Court cannot be oblivious to the fact that both the parties have invested substantial time and resources in pursuing the arbitration and therefore, in order to give meaning to the efforts put by all the parties for



resolution of the disputes and to uphold the objective of the Act, this Court is inclined to give one final opportunity to conclude the arbitral proceedings. Even though the substitute arbitrator will start the proceedings from the stage he takes over but the arbitrator who has conducted the proceedings has the advantage of seeing the demurer of witnesses and since the arbitrator has walked through the proceedings, this Court is of the opinion that one more opportunity be granted to the arbitrator to conduct the proceedings and pass the award.

11. Therefore, the period from 31.12.2025 till today is, hereby, stands regularised and the mandate of the learned Arbitrator is extended for 02 months from today i.e., till 30.03.2026 so that the award can be pronounced.

12. The petition is disposed of, along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

JANUARY 27, 2026/Prateek