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

+ O.M.P.(MISC.)(COMM.) 134/2026 & I.A. 3023/2026

RELAN INFRACON PVT. LTD.

.....Petitioner

Through: Mr. Rajiv Bajaj, Mr. Vishant Prakash  
& Mr. Naman Arora, Advs.

versus

JASVINDER KAUR

.....Respondent

Through: Mr. Shahrukh Inam & Ms. Usha  
Singh, Advs. (through VC).

**CORAM:**

**HON'BLE MR. JUSTICE AVNEESH JHINGAN**

**ORDER**

**13.04.2026**

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1. This petition is filed under Section 29A(4) and 29A(5) of the Arbitration & Conciliation Act, 1996 for extension of mandate of the arbitral tribunal.

2. The brief facts are that the dispute between the parties to the lis arises from a collaboration agreement (for short 'CA') dated 18.11.2018 in respect of scheduled property. Clause 35 of CA talks about dispute resolution through arbitration. On 14.12.2022 the arbitrator was appointed by this court. The matter was *adjourned sine die* on 03.10.2023 with the direction to the claimant/applicant to pay the stamp duty. After an order passed by this court in W.P.(C) 5856/2025 filed by petitioner, the stamp duty was accepted on 02.01.2026. On 08.01.2026 the application for revival of proceedings was filed. On 20.01.2026, the arbitrator informed that the mandate has expired



hence this petition.

3. Learned counsel for the respondent relies upon the decision of the Patna High Court in **South Bihar Power Distribution Co. Ltd. v. Bhagalpur Electricity Distribution Co. (P) Ltd.** Civil Writ Jurisdiction Case No. 20350/2021 decided on 26.04.2023 to buttress the contention that the mandate under Section 29A (4) & (5) cannot be extended on an application filed after expiry of twelve months.

4. The contention raised by learned counsel for the respondent is ill-founded. The Supreme Court in Rohan Builders (India) Private Limited v. Berger Paints India Limited (2025) 10 SCC 802 held as under :

“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 29-A(4) read with Section 29-A(5) is maintainable even after the expiry of the twelve-month 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 para 19 of the judgement.”

5. The reasons for the arbitral proceedings remaining pending are duly elucidated in the application and are accepted. The mandate is extended by twelve months from today.

**AVNEESH JHINGAN, J**

**APRIL 13, 2026**

**‘JK’**