



2026:DHC:2204



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of decision: 16.03.2026**+ **O.M.P.(MISC.)(COMM.) 225/2026 & I.A. 6599/2026 (For Exemption)****M/S HOME AND SOUL INFRATECH PRIVATE LIMITED**

.....Petitioner

Through: **Mr. Alok Kumar Aggarwal,
Ms. Anushruti, Ms Mahima and
Ms. Aanavi Oberai, Advs.**

versus

M/S RAJ KRISHNA CONSTRUCTION COMPANY

.....Respondent

Through: **Ms. Shaleen Srivanstava, Ms.
Angna Dewan & Ms.
Chayanika Das, Advs.****CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR****JUDGEMENT (Oral)****HARISH VAIDYANATHAN SHANKAR, J.**

1. The present petition has been jointly filed by the parties under Section 29-(A) read with Section 29A(5) of the Arbitration and Conciliation Act, 1996 [**"Act"**], for the purpose of extension of the mandate of the learned Arbitral Tribunal for a period of one (01) year, which expired on 11.03.2026, for the completion of the arbitration proceedings.

2. Material on record indicates that Work Order No. H&S/P3/18-19/14 dated 12.10.2018 was entered into between the parties for the

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execution of RCC and allied works in accordance with the tender BoQ, drawings, and specifications for the project titled Page Three Residencies, situated at B-8 Land-I, Sector 19 and 25, Jaypee Greens, Greater Noida, for a period of 24 months (twenty-four).

3. The material on record further indicates that certain disputes arose between the parties, pursuant to which the Petitioner approached this Court, and *vide* Order dated 01.02.2024 passed in ARB.P. 1204/2023, a learned Sole Arbitrator came to be appointed for adjudication of the disputes *inter se* parties.

4. The material on record further indicates that the Arbitral proceedings commenced in March 2023 and, subsequently, the pleadings were completed on 11.09.2024.

5. It is noted that the proceedings have not concluded within the stipulated period on account of certain additional documents and applications filed by the parties. Consequently, final arguments are yet to be commenced.

6. Since pleadings were completed before the learned Sole Arbitrator on 11.09.2024, the mandate came to be expired on 10.09.2025, the learned Sole Arbitrator, upon a joint application by the parties, had extended the mandate for a period of six (06) months with effect from 11.09.2025 till 11.03.2026.

7. This Court has heard learned counsel for both parties and perused the record of the present petition.

8. Before proceeding further, it is necessary to note the relevant statutory provision. Section 29-A of the Act prescribes the timeline for making an arbitral award and stipulates the consequences of non-compliance. For clarity, Section 29-A of the Act is reproduced below:



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“29-A. Time limit for arbitral award.— [(1) The award in matters other than international commercial arbitration shall be made by the arbitral tribunal within a period of twelve months from the date of completion of pleadings under sub-section (4) of Section 23:

(2) If the award is made within a period of six months from the date the arbitral tribunal enters upon the reference, the arbitral tribunal shall be entitled to receive such amount of additional fees as the parties may agree.

(3) The parties may, by consent, extend the period specified in sub-section (1) for making award for a further period not exceeding six months.

(4) If the award is not made within the period specified in sub-section (1) or the extended period specified under sub-section (3), the mandate of the arbitrator(s) shall terminate unless the court has, either prior to or after the expiry of the period so specified, extended the period:

Provided that while extending the period under this sub-section, if the court finds that the proceedings have been delayed for the reasons attributable to the arbitral tribunal, then, it may order reduction of fees of arbitrator(s) by not exceeding five per cent for each month of such delay:

[Provided further that where an application under sub-section (5) is pending, the mandate of the arbitrator shall continue till the disposal of the said application:

Provided also that the arbitrator shall be given an opportunity of being heard before the fees is reduced.]

(5) The extension of period referred to in sub-section (4) may be on the application of any of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the Court.

(6) While extending the period referred to in sub-section (4), it shall be open to the Court to substitute one or all of the arbitrators and if one or all of the arbitrators are substituted, the arbitral proceedings shall continue from the stage already reached and on the basis of the evidence and material already on record, and the arbitrator(s) appointed under this section shall be deemed to have received the said evidence and material.

(7) In the event of arbitrator(s) being appointed under this section, the arbitral tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed arbitral tribunal.

(8) It shall be open to the Court to impose actual or exemplary costs upon any of the parties under this section.

(9) An application filed under sub-section (5) shall be disposed of by the Court as expeditiously as possible and endeavour shall be made to dispose of the matter within a period of sixty days from the date of service of notice on the opposite party.”



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9. The Hon'ble Supreme Court, in *Rohan Builders (India) Private Limited v. Berger Paints India Limited*¹, examined Section 29-A in detail and clarified its scope, ambit, and mandate thereof.

10. As noted herein above, the mandate of the learned Arbitrator came to be extended by mutual consent of the parties for a period of six (06) months.

11. It is submitted that despite diligent efforts, the arbitral proceedings could not be concluded within the extended period for the reasons aforesaid. In these circumstances, both parties seek a further extension of the mandate of the learned Arbitral Tribunal for a period of one (01) year beyond 11.03.2026 to enable completion of the hearing of final arguments, and conclusion of the arbitral proceedings.

12. Learned counsel appearing for the Parties jointly submits that the extension of the mandate of the learned Sole Arbitrator may be extended for a further period of one (1) year.

13. The scheme of Section 29-A of the Act does not permit routine grant of extension by the Court. The provision mandates a careful assessment of the progress of the proceedings and permits extension only in light of the facts and circumstances of each case.

14. This Court has carefully perused the record. Having regard to the present stage of the arbitral proceedings, which are at the stage of final argument, and also the fact that both parties are *ad idem* on extension, this Court is of the considered view that an extension of a further period of one (01) year shall be granted.

15. In view of the foregoing, the mandate of the learned Sole Arbitrator is extended by a period of one (01) year from 11.03.2026,

¹ 2024 SCC OnLine SC 2494



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i.e., till 10.03.2027. Accordingly, the period from 11.03.2026 till the date of this order also stands regularised.

16. Accordingly, the present Petition, along with pending application(s), if any, is disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
MARCH 16, 2026/ v/va/jk

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