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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 20.04.2026**

+ O.M.P.(MISC.)(COMM.) 326/2026

RAJESH GURALMAL NAGPAL

.....Petitioner

Through: Mr. Shubhankar Jha, Advocate.

versus

RGA FRESH FRUIT PVT LTD & ANR.Respondents

Through: Ms. Richa Sharma, Ms. Ritu
Janjani and Mr. Nishant
Shishodia, Advocates.**CORAM:****HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (Oral)

1. The present Petition, under Section 29(A) of the Arbitration and Conciliation Act, 1996 [**“the Act”**], read with Section 151 of the Civil Procedure Code, 1908, has been filed seeking extension of the time of mandate of the learned Sole Arbitrator, which expired on 15.04.2026.
2. The material on record indicates that the parties entered into a Settlement Agreement [**“Agreement”**] on 18.02.2022, which contains an arbitration clause.
3. Upon disputes having arisen, the Petitioner invoked Arbitration *vide* notice dated 21.11.2022. However, the parties could not arrive at a consensus with respect to the appointment of a Sole Arbitrator. Hence, the Petitioner approached this Court under section 11(6) of the

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Act.

4. This Court *vide* Order dated 08.01.2024, appointed a learned Sole Arbitrator to adjudicate the dispute between the parties.

5. It is stated that the pleadings in the arbitral proceedings stood concluded on 28.09.2024. The proceedings have progressed substantially, and evidence has been led by both sides. The matter is presently at an advanced stage, including adjudication of the counter-claims. In terms of Section 29A(1) of the Act, the arbitral award was required to be rendered within the statutorily prescribed period. Upon expiry thereof, the parties, by mutual consent, extended the mandate of the learned Sole Arbitrator by a further period of six months till 15.04.2026, in terms of Section 29A(3) of the Act.

6. It is stated that despite the aforesaid extension, the arbitral proceedings could not be concluded within the extended period and the mandate of the learned Sole Arbitrator stood expired on 15.04.2026. Accordingly, the Petitioner had, before the expiry of the mandate of the learned Arbitrator, approached this Court, seeking extension of the mandate for a further period of twelve months for completion of the arbitral proceedings and rendering of the award.

7. Learned counsel appearing for the Respondents, who appear on advance notice, submit that they have no objection to the extension of the mandate of the learned Sole Arbitrator.

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

9. Before proceeding further, it is necessary to note the relevant statutory provision. Section 29-A of the Act prescribes the timeline for



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making an arbitral award and stipulates the consequences of non-compliance. For clarity, Section 29-A of the Act is reproduced below:

“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.



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(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.”

10. The Hon’ble Supreme Court, in ***Rohan Builders (India) Private Limited v. Berger Paints India Limited [2024 SCC OnLine SC 2494]***, examined Section 29-A in detail and clarified its scope, ambit, and mandate thereof.

11. Upon expiry of the extended period and in the absence of an award, the mandate of the learned Sole Arbitrator stood terminated in terms of Section 29A(4) of the Act. Accordingly, the Petitioner has approached this Court seeking extension of the mandate for completion of the arbitral proceedings and rendering of the award.

12. 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.

13. This Court has carefully perused the record and considered the stage of the arbitral proceedings. It is evident that substantial progress has been made, including completion of pleadings and recording of evidence, and the matter is presently at an advanced stage, i.e., the stage of leading evidence in respect of the counter-claims. Further, both parties are *ad idem* on extension of the mandate. In these circumstances, this Court is of the considered view that an extension of a further period of twelve months be granted.

14. In view of the foregoing, the mandate of the learned Sole



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Arbitrator is extended by a period of twelve months, i.e., till 15.04.2027.

15. Accordingly, the period from 15.04.2026 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.
APRIL 20, 2026/tk/va

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