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

CNR No. DLHC010281752026

+ O.M.P.(MISC.)(COMM.) 485/2026 & I.A. 17059/2026

INDORE MULTIFUNCTIONAL COMPLEX PVT.

LTD.

.....Petitioner

Through: Mr. Yash Srivastava, Ms. Satakshi
Sood and Mr. Ayushman Das, Adv.

versus

IRCON INFRASTRUCTURE AND SERVICES

LTD.

.....Respondent

Through: Mr. Nishit Kush & Ms. Kirti Singh,
Adv.

51

CNR No. DLHC010281762026

+ O.M.P.(MISC.)(COMM.) 486/2026 & I.A. 17061/2026

JODHPUR MULTIFUNCTIONAL COMPLEX PVT.

LTD.

.....Petitioner

Through: Mr. Yash Srivastava, Ms. Satakshi
Sood and Mr. Ayushman Das, Adv.

versus

IRCON INFRASTRUCTURE AND SERVICES LTDRespondent

Through: Mr. Nishit Kush & Ms. Kirti Singh,
Adv.

52

CNR No. DLHC010282672026

+ O.M.P.(MISC.)(COMM.) 487/2026 & I.A. 17118/2026

MADURAI MULTIFUNCTIONAL COMPLEX PVT

LTD

.....Petitioner

Through: Mr. Yash Srivastava, Ms. Satakshi
Sood and Mr. Ayushman Das, Adv.

versus

IRCON INFRASTRUCTURE AND SERVICES

LTD.

.....Respondent



Through: Mr. Nishit Kush & Ms. Kirti Singh,
Advs.

CORAM:
HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER
07.08.2026

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1. These petitions are filed under Section 29A of the Arbitration and Conciliation Act, 1996 (for short 'the Act') seeking extension of period for concluding the arbitration proceedings.
2. For the sake of convenience, reference is being made to the pleadings in O.M.P. (MISC.) (COMM.) 485/2026.
3. The brief facts are that the parties to the *lis* entered into a Sub-Lease Agreement dated 03.02.2016 (for short the 'agreement') for operation of a multi-functional complex at Indore. Disputes arose between the parties for performance of their respective obligations under the agreement. Clause 19 of the agreement provided for resolution of disputes through arbitration.
 - 3.1 The petitioner invoked arbitration by issuing a notice dated 29.04.2023. This Court vide order dated 10.08.2023, appointed a sole arbitrator. The arbitrator entered upon the reference and held the first hearing on 05.09.2023. Pleadings were completed on 02.05.2024 and issues were framed on 15.07.2024 and 05.09.2024. The mandate of the arbitrator was extended by this Court till 02.05.2026. The proceedings could not be concluded within the extended period. Hence, the present petitions.
4. Learned counsel for the respondent contends that the petitioners have not complied with the orders dated 14.05.2024 and 31.05.2024 passed by the arbitrator and this Court respectively (hereinafter collectively referred to as 'the orders') and are continuing to use the premises without paying the



usage charges.

4.1 Reliance is placed upon Section 29A(5) of the Act to contend that the mandate of the arbitrator cannot be extended mechanically and this Court cannot extend the mandate without sufficient cause.

5. The objection raised by learned counsel for the respondent regarding non-compliance with the orders does not pertain to the extension of time. It would not be appropriate for this Court in proceedings under Section 29A of the Act to issue directions for compliance with the orders for which the respondent has legal remedies.

6. On perusal of the pleadings it emerges that owing to the voluminous nature of the disputes, three arbitral proceedings being heard together and the recording of evidence still being in progress the arbitral proceedings could not be concluded within the extended period. Sufficient cause exists for extension of the mandate of the arbitrator. Rejection of the prayer would bring the proceedings to naught and defeat the object of the Act.

7. The petitions are allowed. There is no doubt that the arbitrator with the cooperation of the parties shall make an endeavour to conclude the proceedings expeditiously.

8. In view of the above, the period for conclusion of the proceedings is extended by six months.

9. The petitions are disposed of in the aforesaid terms. All pending applications are also disposed of.

AVNEESH JHINGAN, J

AUGUST 7, 2026

Ch