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

CNR No. DLHC010399562026

+ **O.M.P.(MISC.)(COMM.) 679/2026**

RADISE-ESSCON-AFT (JV)

.....Petitioner

Through: Mr. Brijesh Kumar Goel, Mr. Rajeev Kumar and Mr. Sajal Goel, Adv. (through v/c)

versus

BITES LTD

.....Respondent

Through: Mr. Balendu Shekhar, Mr. Rajkumar Mourya, Mr. Krishna Chaitanya, Mr. Divyansh Singh Dev and Ms. Tanisha Samanta, Advs. (through v/c)

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **25.08.2026**

1. The present petition has been filed by the petitioner under Section 29A of the Arbitration and Conciliation Act, 1996 (A&C Act) seeking extension of time for completion of arbitral proceedings and making of the arbitral award.
2. The arbitral proceedings have been ongoing between the parties in the context of a Contract/ LOA dated 23.09.2021 issued by the respondent to the petitioner for "*Engagement of System Integrator for supply, installation, testing, commissioning and maintenance of Monitoring system for Structural Health Monitoring System (SHMS) of Bogibeel Rail cum Road Bridge across river Brahmaputra near Dibrugarh, Assam, India*", amounting to Rs. 3 8.19 crore, for a period of eight months.
3. It is submitted by respective counsel that the matter is at an advanced



stage before the Arbitral Tribunal.

4. Considering the nature of the matter, it is requested that an appropriate extension of time be granted for completion of arbitral proceedings and making of the arbitral award.

5. Attention is drawn to the fact that the mandate of the arbitral tribunal was mutually extended by the parties up to 06.08.2026.

6. Attention is drawn to a judgment of Supreme Court in **Rohan Builders (India) Private Limited v. Berger Paints India Limited**, 2024 SCC OnLine SC 2494, in which the Supreme Court held that post facto extension can be granted for completion of arbitral proceedings. The relevant extract in the said judgment reads as under:

“19.Rohan Builders 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.

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 judgment.”

7. Considering the circumstances, the time period from 06.08.2026 till



today is regularized and further, the mandate of the Arbitral Tribunal for completion of arbitral proceedings and making of the arbitral award is extended till 31.03.2027.

8. The petition is allowed in the above terms.

AUGUST 25, 2026/cl

SACHIN DATTA, J