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

Date of decision: 15.05.2026

+ O.M.P.(MISC.)(COMM.) 557/2025, I.A. 6604/2026 & I.A. 6605/2026

SARVESH SECURITY SERVICES PVT. LTD.Petitioner

Through: Mr. Manish Vashisht, Senior
Adv with Mr. Rikky Gupta, Ms.
Ananya Singh, Mr. Uday Malhotra,
Mr. Vedansh Vashisht and Mr.
Swapan Singhal, Advocates.

Versus

INSTITUTE OF HUMAN BEHAVIOR RESOURCE AND ALLIED
SCIENCESRespondent

Through: Mr. Tushar Sannu, Standing Counsel
with Ms. Ankita Bhadauriya and Ms.
Akansha Vidyarthi, Advs.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

AVNEESH JHINGAN, J. (ORAL)

1. This application is filed under Section 29A of the Arbitration and Conciliation Act, 1996 (for short 'the Act') seeking extension of the mandate of the arbitrator.

2. The brief facts are that the petitioner was awarded a contract for providing security services to the respondent. Dispute arose between the parties to the *lis*. The agreement provided for dispute resolution through arbitration. Arbitration was invoked at the instance of the petitioner. The arbitration proceedings were conducted under the aegis of Delhi International Arbitration Centre (DIAC). This court vide order dated



06.09.2024 extended the mandate of the arbitrator till 01.11.2024. Vide email dated 30.10.2024, the arbitrator informed the parties that in view of the intervening holidays from 31.10.2024 to 03.11.2024, arbitral award (for brevity 'the award') would be pronounced at the DIAC premises on 04.11.2024. The award was pronounced on 04.11.2024. The respondent challenged the award under Section 34 of the Act and one of the grounds was that the award was passed after expiry of the mandate.

2.1 During the pendency of the petition under Section 34 of the Act, the petitioner on 22.07.2025, filed an application under Section 29A of the Act seeking extension of the mandate. The application was dismissed by this Court vide order dated 18.08.2025. The petition under Section 34 of the Act was allowed and the award was set aside, having been passed after the expiry of the mandate. The appeal filed by the petitioner under Section 37 of the Act impugning the order under Section 34 of the Act was dismissed.

2.2 The dismissal of the appeal and application under Section 29A of the Act was challenged. The Supreme Court in Civil Appeal no. 2346-47 of 2026 arising out of SLP(C) Nos. 264 and 4175 of 2026 titled as ***Sarvesh Security Services Pvt. Ltd. Vs. Institute of Human Behaviour and Allied Sciences (IBHAS)*** decided on 19.02.2026 set aside the orders of this Court and restored the application under Section 29A(5) of the Act. The operational part of the order is reproduced below:

“In the light of the decision of this court in *C. Velusamy (supra)*, it is imperative that the extension application filed by the appellant is reconsidered, in terms of what has been stated in the aforesaid paragraph. Pending such exercise, the arbitral award cannot be set at naught, as we have already noted that the only ground that weighed with the learned Judge to do so was the



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fact that the award was pronounced after expiry of the mandate. Needless to state, if the occasion arises for the respondent to again file an application under Section 34 of the 1996 Act, it would be at liberty to raise all grounds available to it, including those raised earlier and not considered.

We, accordingly, allow both the appeals, setting aside the order dated 15.10.2025 passed by the Division Bench of the High Court, dismissing the appeal filed by the appellant under Section 37 of the 1996 Act, as well as the common order dated 18.08.2025 passed by the learned Judge, allowing the respondent's application under Section 34 of the 1996 Act, and dismissing the appellant's application under Section 29A(5) of the 1996 Act. The said application shall stand restored to the file.

The arbitral award shall, however, remain unenforceable, pending consideration afresh of the appellant's extension application, that is, O.M.P. (Misc.)(Comm.) No. 557/2025, in accordance with law and the decision of this Court in *C. Velusamy* (supra). It is left open to the parties to raise all contentions before the learned Judge."

(Emphasis supplied)

2.3 Consequent to the restoration by the Supreme Court, the matter is taken up today.

3. Learned counsel for the petitioner contends that the arbitration proceedings were done under the aegis of DIAC and the award was to be pronounced at the DIAC premises. It is submitted that the award was ready within the extended period but could not be pronounced on account of the intervening holidays and therefore extension of the mandate is necessitated. Reliance is upon the decision of the Supreme Court in *C. Velusamy Vs. K. Indhera*, 2026 INSC 112 to contend that this court has the power to extend the mandate even after pronouncement of the award.

4. *Per contra*, extension of the mandate cannot be mechanically granted



and no sufficient cause exists for extension of the mandate. Reliance is placed on the decisions of the Supreme Court in **Balwant Singh Vs. Jagdish Singh and Ors.**, (2010) 8 SCC 685 and **Basawaraj & Anr. Vs. Special Land Acquisition Officer**, (2013) 14 SCC 81 to contend that the delay attributable to the inaction of a party to redress the grievance cannot constitute a sufficient cause. It is contended that the present petition was filed at belated stage during the pendency of the petition filed by the respondent under Section 34 of the Act.

4.1 It is submitted that the petitioner remained a fence sitter and waited for the outcome in the award. The argument is that if the award had been in favour of the respondent, no application under Section 29A of the Act would have been filed. Submission is that the extension of mandate will not make the award enforceable.

5. Before proceeding further, it would be relevant to quote the relevant paragraph of the decision of the Supreme Court in **C. Velusamy** (supra)

“23. In conclusion, we hold that an application under Section 29A(5) for extension of the mandate of the arbitrator is maintainable even after the expiry of the time under Sections 29A(1) and (3) and even after rendering of an award during that time. Such an award is ineffective and unenforceable. But the power of the court to consider extension is not impaired by such an indiscretion of the arbitrator. While considering the application, the Court will examine if there is sufficient cause for extending the mandate, and in the process, it may impose such terms and conditions as the situation demands. The Court will also take into account other factors such as reduction of the fee of the arbitrator under proviso to Section 29A(4) and also impose costs on parties if the fact situation so demands. Substitution is an option for the Court as the provision itself



says, “it shall be open for the Court to substitute”, and it will be exercised carefully. If the mandate is extended, the arbitral tribunal will pick up the thread from where it was left, and seamlessly continue the proceeding from the stage at which the mandate had expired, and conclude within the time granted.”

(Emphasis supplied)

6. The issue emphasized by learned counsel for the respondent is that there is no sufficient cause shown and that this court should not come to the rescue of a party who waited for the outcome of the award and thereafter initiated proceedings seeking extension of the mandate of the arbitrator. The contentions lack merit.

7. The mandate of the arbitrator was till 01.11.2024. There is no reason for this court to reject the contention of learned counsel for the petitioner that the award was to be pronounced at the premises of DIAC. It is not challenged that from 31.10.2024 till 03.11.2024, DIAC office remained closed on account of Diwali holidays. The petitioner cannot be blamed for non-pronouncement of the award till 01.11.2024 i.e., within the extended mandate period. Even otherwise there cannot be quarrel with the proposition that where technicalities are pitted against substantial justice, the latter prevails. The delay in pronouncement of the award is consequent of intervening holidays.

8. The reliance placed upon the decisions of the Supreme Court in **Balwant Singh** (supra) and **Basawaraj & Anr.** (supra) by the respondent is of no avail and are not applicable in the facts of the present case. There is no intentional inaction on the part of the applicant. The case in hand deals with a situation where last day of mandate was a holiday in DIAC and on opening day the award was pronounced.



9. The contention that the petition for extension of mandate was filed after awaiting the outcome of the arbitration proceedings is noted to be rejected. Under Section 29A(5) of the Act, there is no restriction either for the claimant or the respondent to seek the extension of the mandate. Delay in seeking extension of the mandate cannot be attributed to any particular party.

10. The contention that the petition was filed belatedly during pendency of the petition under Section 34 of the Act has no merit. There is no period of limitation prescribed for filing the petition under Section 29A of the Act. In *C. Velusamy Vs. K. Indhera* (supra) it is held that mandate of tribunal can be extended after expiry of period and even if award is rendered after expiry. The power of the court to extend the mandate despite rendering of award would not be constricted by filing of the petition u/s 34 against the award.

11. Merely as the outcome of the arbitration proceedings was known to the parties and with extension of the mandate one of the ground to challenge award under Section 34 of the Act may not survive, cannot be the consideration for rejection of the prayer for extension more so, on court being satisfied that sufficient cause exists.

12. The contention raised with regard to the validity of the award and the effect of extension *qua* the award dated 04.11.2024 need not be dilated upon. The restoration before this court is of the application under Section 29A of the Act and for the reasons recorded hereinabove the application is allowed.

13. In facts and circumstances of the case, no case is made out for imposition of any conditions of reduction of the arbitrator fee or substitution



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of the arbitrator, taking into account that the award was ready and delay in pronouncement was due to Diwali holidays.

14. The application is allowed and the prayer made therein is granted.

AVNEESH JHINGAN, J

MAY 15, 2026/Pa

Reportable:- Yes