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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P. (COMM) 343/2024, I.A. 35963/2024 (For Stay) & I.A. 35964/2024 (For filing lengthy Synopsis and list of dates)

OYO APARTMENTS INVESTMENTS LLPPetitioner

Through: Mr. Amit George, Mr.
Chaitanya Kaushik, Mr.
Avinash K Singh, Ms. Seema
Mehta and Mr. Saurabh Pal,
Advocates

versus

DESIRE INFRABUILD PVT. LTD.Respondent

Through: Mr. Shikhar Sharma and Ms.
Deepika Singh, Advocates

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

ORDER
11.03.2026

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1. The present Petition, under Section 34 of the **Arbitration and Conciliation Act, 1996** ["Act"] challenges the Award dated 06.04.2024 passed by the learned Arbitral Tribunal.
2. Learned counsel appearing for the Petitioner submits that an Arbitral Award has been passed in the present matter, however, according to the Petitioner, the mandate of the learned Arbitrator had already expired prior to the pronouncement of the said Award in terms of Section 29A of the Act.
3. He further submits that the Respondent had filed a petition under Section 29A of the Act, seeking regularisation of the period between the expiry of the arbitral mandate and the date of the passing of the award. The said petition came to be dismissed *vide* judgment



dated 18.08.2025 passed in O.M.P. (MISC.) (COMM.) 115/2025.

4. Learned counsel for the Petitioner further submits that the aforesaid judgment was assailed before the Hon'ble Supreme Court by way of a Special Leave Petition being S.L.P. (Civil) No. 32212/2025, which also came to be dismissed *vide* Order dated 17.11.2025.

5. He submits that, in view of the aforesaid circumstances, the Award is liable to be set aside.

6. **Per contra**, Learned counsel appearing on behalf of the Respondent, however, submits that a Review Petition bearing Diary No. 14762/2026 has been preferred against the Order dated 17.11.2025 passed by the Hon'ble Supreme Court. It is further submitted that subsequent to the passing of the aforesaid order, the Hon'ble Supreme Court has rendered a judgment wherein it has been held that an arbitral award passed after the expiry of the arbitrator's mandate would not *ipso facto* be void if the Court subsequently extends the mandate under Section 29A of the Act, and that an application seeking such extension is maintainable even after the passing of the award. According to learned counsel, the said judgment materially alters the legal position governing the present controversy.

7. Be that as it may, as on date, the Hon'ble Supreme Court has already expressed its view on the issue concerning whether the mandate of the learned Arbitrator could have been extended or regularised.

8. In view of the aforesaid, this Court is of the opinion that the Award is liable to be set aside. However, the same shall remain subject to any orders that may be passed by the Hon'ble Supreme Court in the Review Petition preferred by the Respondent.

9. With the aforesaid observations and directions, the present



petition, along with the pending application(s), if any, stands disposed of.

HARISH VAIDYANATHAN SHANKAR, J.
MARCH 11, 2026/rk/kr