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

+ **O.M.P.(MISC.)(COMM.) 882/2025**

ERA INFRA ENGINEERING LIMITEDPetitioner

Through: Mr. Anirban Bhattacharya, Ms.
Suvangana Agarwal, Ms.
Mrinal Dave, Mr. Rishabh
Bafna and Mr. Rajeev
Chowdhary, Advocates.

versus

**EXECUTIVE ENGINEER PUBLIC WORKS DEPARTMENT
DELHI**Respondent

Through: Mr. Lalitaksh Joshi and Mr.
Sameer Gupta, Advocates for
Respondent/GNCTD.

**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

**ORDER
21.01.2026**

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1. The present Petition, under Section 29A(4) and (5) of the Arbitration and Conciliation Act, 1996 [**“the Act”**], seeks extension of mandate of the learned Arbitral Tribunal for a period of 12 months w.e.f. 15.11.2025.
2. The material on record indicates that the parties entered into a contract dated 19.01.2009 [**“Contract”**]. Subsequently, since disputes arose between the parties, the Petitioner invoked arbitration as per the terms of Clause 25 of the General Conditions of the Contract, *vide* Notice dated 14.03.2017.
3. Thereafter, the Petitioner preferred a petition under Section 11(6) of the Act before this Court, seeking the appointment of an Arbitrator to adjudicate the disputes *inter se* the parties. Accordingly,



vide Order dated 19.05.2017, this Court appointed a learned Arbitrator to adjudicate the disputes between the parties.

4. The learned Arbitrator entered into reference and a preliminary hearing was held on 05.06.2017. The pleadings are stated to have been completed on 07.10.2017, and thus mandate for twelve months continued till 07.01.2018. Thereafter, upon the consent of the parties, the mandate of the learned Arbitrator was extended for a period of six (6) months.

5. Thereafter, multiple extensions were granted by this Court upon the Petitioner filing the Petitions under Section 29A of the Act.

6. The material on record further indicates that the mandate of the learned Arbitrator expired on 15.11.2025 and in view of the same, the Petitioner has filed the present Petition.

7. Learned counsel appearing for the Respondent states that he does not have any objection to the extension of the mandate.

8. This Court has heard learned counsel for both 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 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.

(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. In the present case, in terms of Section 29-A(1) of the Act, the



period of twelve months from the date of completion of pleadings expired on 07.01.2018.

12. The scheme of Section 29-A of the Act does not permit the routine grant of extensions 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. Having regard to the present stage of the arbitral proceedings, which are at the stage of final arguments, and also the fact that both parties are *ad idem* on extension, this Court is inclined to grant the extension as sought for.

14. In view of the foregoing, the mandate of the learned Sole Arbitrator is extended by a period of twelve (12) months w.e.f. 15.11.2025, i.e., till 15.11.2026. Consequently, the period from 15.11.2025 till the date of this order also stands regularised.

15. Accordingly, the present Petition, along with pending application(s), if any, is allowed and disposed of in the aforesaid terms.

16. Learned Arbitrator is requested to ensure that the proceedings have been concluded by that date.

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 21, 2026/tk/va