



2026:DHC:688



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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 27.01.2026

+ O.M.P.(MISC.)(COMM.) 1009/2025 & I.A. 31057/2025 (Ex.)

KANCHENJUNGA COMMERCIAL LTD & ANR.

.....Petitioners

Through: Ms. Akanksha Kaul, Mr. Harsh Sethi, Mr. Anant Nigam & Mr. Raghav Luthra, Advs.

versus

**ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
& ORS.**

.....Respondents

Through: Mr. Aditya Kumar & Mr. Parv Verma, Advs. for R-3.
Mr. Aditya Vikram Bajpai,
Adv. for R-5 & 6.

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

JUDGEMENT (Oral)

1. The present petition has been filed under Section 29A(4) and 29A(5) of the Arbitration and Conciliation Act, 1996 [**“the Act”**] seeking extension of mandate of the learned sole Arbitrator for completion of the arbitral proceedings by a period of 12 months with effect from 03.12.2025.
2. The material on record indicates that the parties entered into a Collaboration Agreement dated 14.10.2010 [**“Agreement”**] on

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O.M.P.(MISC.)(COMM.) 1009/2025

Page 1 of 5



2026:DHC:688



14.10.2010.

3. Clause 14 of the Agreement includes the Arbitration Clause which states that any disputes arising between the parties to the Agreement would be referred to the sole arbitrator for adjudication.

4. Thereafter, disputes arose between the parties and the Petitioner herein preferred a petition before this Court, under Section 11 of the Act bearing Arb. Petition No. 717/2022. Consequently, the said petition *vide* Order dated 26.07.2022 was allowed and Hon'ble Justice Mr. M.L. Mehta (Retd.) was appointed as learned Sole Arbitrator.

5. It is stated that the pleadings in the said arbitration proceedings were completed on 28.07.2023, and thus the mandate for twelve months would have continued till 28.07.2024. In the meantime, the parties agreed and entered into a mediation process on 15.05.2024.

6. Consequently, the learned Arbitral Tribunal *vide* Order dated 03.06.2024 stated that the time period for which the mediation process is on-going, the Arbitration proceedings shall be kept in abeyance, and therefore, the remaining time period of the mandate i.e., 2 months and 14 days would start from the day the Arbitration proceedings are resumed, in case the talks of mediation fails.

7. The mediation failed between the parties, and the Arbitration proceedings resumed from 20.03.2025; therefore, the remaining time period of the mandate of the Arbitral tribunal, which was kept in abeyance, expired on 03.06.2025.

8. Thereafter, the mandate of the learned Sole Arbitrator was extended for a period of six months by mutual consent of the parties from 03.06.2025 to 03.12.2025.

9. It is stated that since the mandate of the learned Sole Arbitrator

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Page 2 of 5



2026:DHC:688



has come to an end, the Petitioner has approached this Court seeking an extension of the mandate for a period of twelve months for completion of proceedings and the rendering of the award.

10. The arbitration proceedings are stated to be pending as against the Petitioners and Respondent Nos. 1 and 2.

11. Learned counsel appearing for the Respondent, who appears on advance notice, states that he does not have any objection to the extension of the mandate.

12. This Court has heard learned counsel for both parties and perused the record of the present petition.

13. 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:



2026:DHC:688



[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.”

14. 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.

15. 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 03.06.2025, in terms of the Order dated 03.06.2024 of the Arbitral Tribunal.

16. As the award could not be made within the said period, the parties, by mutual consent, extended the time for making the award by a further period of six months, thereby till 03.12.2025, in terms of Section 29-A(3) of the Act.

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O.M.P.(MISC.)(COMM.) 1009/2025

Page 4 of 5



2026:DHC:688



17. Upon expiry of the extended period and in the absence of an award, the Petitioner filed the present petition seeking a further extension of twelve months for completion of the arbitral proceedings and for passing of the award.

18. Further, learned counsel appearing for the Petitioners has handed over a copy of the order dated 07.01.2026 passed by the learned National Company Law Tribunal [“NCLT”], whereby the learned NCLT has clarified that the proceedings are confined only to certain projects at Lucknow and certain projects in the State of Rajasthan.

19. Further, both parties are *ad idem* that the subject matter of the disputes between the parties herein are not situated in Lucknow or Rajasthan but are in Gurgaon.

20. In view thereof, this Court is of the view that there is no impediment in granting the prayer as sought for, considering the arbitration proceedings are at a fairly advanced stage.

21. In view of the foregoing, the mandate of the learned Sole Arbitrator is extended by a period of twelve (12) months, i.e., till 03.12.2026. Accordingly, the period from 03.12.2025 till the date of this order also stands regularised.

22. Accordingly, the present petition with all pending application(s), if any, is disposed of.

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 27, 2026/v/va/dj