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

Date of decision: 02.02.2026

+ **O.M.P.(MISC.)(COMM.) 1013/2025**

INTEC CAPITAL LTD

.....Petitioner

Through: Mr. Pranav Goyal, Ms. Pooja Chaudhary, Mr. Vishant Singh and Ms. Mreeganka Goyal, Advocates.

versus

AEGIS AMPOULES AND VIALS LTD & ORS.

.....Respondents

Through: Advocate through Video Conferencing (Appearance not given).

CORAM:

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

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JUDGEMENT (ORAL)

1. The present petition has been filed under Section 29A(4) and (5) of the **Arbitration and Conciliation Act, 1996**¹, seeking extension/renewal of the mandate of the learned Arbitrator and regularisation of the mandate from the date when the same came to an end till the date of passing of this order.

2. It is stated that the mandate came to an end on 05.11.2025.

3. The material on record indicates that the parties entered into a

¹ Act



Loan Agreement No. 011/304 dated 31.10.2011². Subsequently, since disputes arose between the parties, the Petitioner invoked the Arbitration clause as per the terms of the Agreement, *vide* Notice dated 21.05.2013.

4. Accordingly, learned Sole Arbitrator was appointed and thereafter *vide* Order dated 04.03.2025 in OMP. (T) (COMM.) 114/2023, filed by the petitioner, this Court appointed a substitute arbitrator to adjudicate upon the disputes between the parties.

5. Subsequently, the petitioner filed O.M.P.(MISC.) (COMM.) 326/2025 before this court seeking extension of the mandate of the Arbitral Tribunal and therein *vide* order dated 05.05.2025, with the consent of the parties, the mandate of the Arbitral Tribunal was extended by a period of 06 months from 05.05.2025 and the period between 18.09.2023 to 04.05.2025 was regularized.

6. The material on record further indicates that the mandate of the learned Arbitrator expired on 05.11.2025, and in view of the same, the present Petition has been filed.

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

8. 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 Agreement



(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.”

9. This Court also derives guidance from the judgment of the Hon’ble Supreme Court in ***Rohan Builders (India) Pvt. Ltd. v. Berger***



Paints India Ltd.³, wherein the Court has examined Section 29-A in detail and clarified its scope, ambit, and mandate thereof. The Hon'ble Supreme Court in **Rohan Builders** (*supra*) has held that an Application for extension of mandate under Section 29A(4) read with 29A(5) is maintainable even after the expiry of the 12-month or 6-month extended period. The statute also provides that the Court may extend the time “*either prior to or after the expiry of the period so specified*” and the relevant paragraphs of **Rohan Builders** (*supra*) in these regard read as under:

“19. Rohan Builders [Rohan Builders (India) (P) Ltd. v. Berger Paints India Ltd., 2023 SCC OnLine Cal 2645] 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.

22. While interpreting a statute, we must strive to give meaningful life to an enactment or rule and avoid cadaveric consequences that result in unworkable or impracticable scenarios. An interpretation which produces an unreasonable result is not to be imputed to a statute if there is some other equally possible construction which is acceptable, practical and pragmatic.

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 29A(4) read with Section 29A(5) is maintainable even after the expiry of the twelvemonth 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

³ 2024 SCC OnLine SC 2494



our observations in paragraph 19 of the judgment.”

10. In the present case, in terms of the extension granted by this Court *vide* Order dated 05.05.2025 in O.M.P.(MISC.) (COMM.) 326/2025, the final arguments by both parties before the Ld. Arbitrator were concluded on 14.10.2025, and the Ld. Arbitrator reserved the matter for the passing of the Award.

11. Learned counsel for the Respondents submits that there appears to be an error in the Order dated 14.10.2025. However, he further submits that he has no objection with regards to the extension of the mandate of the learned Arbitrator.

12. With regards to the error, as alleged, in Order dated 14.10.2025, this Court is of the opinion that any clarification, if required, with respect to the said order, can be raised before the learned Arbitrator.

13. This court is cognizant of the fact that 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.

14. This Court has heard the learned counsel for the parties and carefully perused the record. Having regard to the present stage of the arbitral proceedings, and also the fact that both parties are *ad idem* on extension, this Court is inclined to grant the extension as sought for.

15. In view of the foregoing, the mandate of the learned Sole Arbitrator is extended by a period of six (6) months w.e.f. 05.11.2025. Consequently, the period from 05.11.2025 till the date of this order also stands regularised.

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



terms.

17. Learned Arbitrator is requested to ensure that the proceedings are concluded by that date.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 02, 2026/nd/kr/jk

Signature Not Verified

Digitally Signed
By: HARVINDER KAUR
BHATIA
Signing Date: 05.02.2026
17:05:01

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