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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(MISC.)(COMM.) 5/2026 & I.A. 35/2026 (Ex. from
filing of clear copies, typed copies of the documents)

CNH INDUSTRIAL INDIA PVT LTD FORMERLY KNOWN
AS NEW HOLLAND FIAT INDIA PVT LTDPetitioner

Through: Mr. Niraj Singh & Ms. Aishani
Mohan, Advs.

versus

SANJAY TRACTORS AND AUTOMOBILES & ORS.

.....Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

ORDER
05.01.2026

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1. The present petition, under Section 29A (5) of the Arbitration and Conciliation Act, 1996 [**“the Act”**], has been filed seeking extension of time for pronouncement the award, for the period up to 15.02.2026.

2. The material on record indicates the parties entered into a Dealership Agreement [**“Agreement”**] dated 04.12.2012, which was extended from time to time, and the last Agreement was executed on 08.03.2016.

3. Thereafter, certain disputes arose between the parties and the Respondent herein filed a petition under Section 9 of the Act bearing OMP (I) (COMM) No. 208/2018 before this Court. Further, in view of the disputes *inter se* the parties, the Petitioner herein invoked the Arbitration clause under the Agreement and subsequently, on



18.05.2018, Hon'ble Mr. Justice Krishn Kumar Lahoti (Retd.) accepted his appointment and entered reference.

4. It is stated in the petition that the mandate of the learned Arbitrator was extended from time to time and lastly by this Court *vide* Order dated 23.09.2025, for a period of three months.

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

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

7. 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.”

8. 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.

9. This Court notes that the extension for the mandate of the learned Arbitrator has been sought on various occasions, and in terms of the previous extension Order dated 23.09.2025, the extended mandate expired on 15.12.2025.

10. Upon expiry of the extended period and in the absence of an award, the Petitioner filed the present petition seeking a further extension of two months for the pronouncement of the award. It is further stated in the petition that the award has been reserved for pronouncement and hence the mandate of the learned Arbitrator be



extended by a period of two months.

11. In the present case, the record reflects that after the conclusion of the proceedings, the passing of the award was reserved on 15.05.2024 itself. Number of extensions have been granted thereafter as further proceedings took place, and now, lastly, the passing of the award has been reserved since 27.11.2025.

12. Since the Arbitral proceedings have been continuing since the year 2018, and considering the strict mandate of Section 29A of the Act, this Court as a matter of indulgence grants an extension of two further months from today.

13. In view of the foregoing, the mandate of the learned Arbitrator is extended by a period of two months from today. Resultantly, the period from 15.12.2025 till the date of this order stands regularised.

14. The present Petition, along with pending application(s), if any, is disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 5, 2026/ v/va