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

+ **O.M.P.(MISC.)(COMM.) 1/2026**

HARJIT SINGH BEDI

.....Petitioner

Through: Mr. Rahul Khan, Adv.

versus

M/S BODHITREE TECHNOLOGIES(P) LTDRespondent

Through: Mr. Bharat Arora & Mr.
Lakshay Raheja, Advs.

CORAM:

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

ORDER

05.01.2026

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1. The present petition, under Section 29(A) of the Arbitration and Conciliation Act, 1996 [**“the Act”**] read with Section 151 of the Civil Procedure Code, 1908, has been filed seeking extension of the time of mandate of the learned Arbitral Tribunal.
2. The material on record indicates that the parties entered into an Accounting Service Agreement [**“Agreement”**] on 16.01.2018.
3. Thereafter, disputes arose between the parties and the Petitioner herein preferred CS (Comm) No.355/2021 before the learned Commercial Court-01 Saket Court, New Delhi [**“Commercial Court”**]. Consequently, the Petitioner preferred an application under Section 8 of the Act, which was allowed by the learned Commercial Court and the parties were referred to arbitration *vide* Order dated 14.11.2022.
4. Sh. V.K. Malhotra, learned ADJ (Retd.) was appointed as learned Sole Arbitrator on 26.12.2022.



5. It is stated that the pleadings in the arbitration proceedings were completed on 16.05.2024 and thus mandate for twelve months continued till 16.05.2025. In this case, thereafter, the mandate of the learned Sole Arbitrator was extended for a period of six months by mutual consent of the parties from 17.05.2025 to 16.11.2025.

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

7. 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.

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 16.05.2025.

12. 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 16.11.2025, in terms of



Section 29-A(3) of the Act.

13. 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.

14. The scheme of Section 29-A of the Act does not permit routine grant of extension 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.

15. This Court has carefully perused the record. The Petition does not satisfactorily explain the necessity for seeking a further extension of twelve months after the expiry of eighteen months from the date of completion of pleadings. Having regard to the present stage of the arbitral proceedings, which are at the stage of cross-examination of the Respondent, and also the fact that both parties are *ad idem* on extension, this Court is of the considered view that an extension of a further period of nine months would be appropriate and sufficient.

16. In view of the foregoing, the mandate of the learned Sole Arbitrator is extended by a period of nine months, i.e., till 16.08.2026. Accordingly, the period from 15.11.2025 till the date of this order also stands regularised.

17. Accordingly, 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