



\$~13

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(MISC.)(COMM.) 3/2026, I.A. 1337/2026 (Seeking amendment of the petition) & I.A. 1338/2026 (Amended application on behalf of the petitioner under section 29A)

SSANGYONG ENGINEERING AND CONSTRUCTION CO.
LTD.Petitioner

Through: Ms. Rashmeet Kaur, Advocate.

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA
.....Respondent
Through: Mr. Ankur Mittal & Mr. Srijan Jain, Advocates.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

ORDER
17.01.2026

%

O.M.P.(MISC.)(COMM.) 3/2026 along with I.A. 1337/2026
(Seeking amendment of the petition) and I.A. 1338/2026
(Amended application on behalf of the petitioner under
Section 29A)

1. Initially, the Petition, under Section 29A of the Arbitration and Conciliation Act, 1996, was filed seeking the extension of the mandate of the learned Arbitral Tribunal for a period of one month.
2. However, as the said petition was filed after the expiry of the mandate of the learned Arbitral Tribunal, and since, upon listing of the Petition, the originally sought extension of one month had already expired, the Petitioner filed two applications, namely ***I.A. No. 1337/2026*** (seeking amendment of the Petition) and ***I.A. No. 1338/2026*** (amended application under Section 29A of the Act).
3. In effect, the Petitioner is now seeking the regularisation of the



period from 11.12.2025 to the date of this order and extension of the arbitral mandate, which had expired, for a further period of two months with effect from 11.12.2025 till 11.02.2026.

4. The material on record indicates that the parties had entered into a Contract being Contract Package No. ADB-II/C-8 in April 2006. Subsequently, since disputes arose between the parties, the Petitioner invoked arbitration as per the terms of Clause 67 of the Contract.

5. The learned Arbitral Tribunal was constituted and commenced the proceedings in August-2018. The record further reflects that the pleadings were complete in May-2019, however, even after the passing of 6.5 years, the Arbitral Award is yet to be passed.

6. After the expiry of the initial period prescribed under Section 29A of the Act, multiple extensions of the arbitral mandate were sought and granted from time to time, *inter alia*, vide orders dated 05.02.2020, 10.03.2021, 23.02.2022, 23.02.2023, 04.10.2024, 27.03.2025, and 11.08.2025, passed by this Court.

7. It is stated in the present Petition that the matter was reserved for the passing of the Arbitral Award on 05.11.2024. The mandate of the learned Arbitral Tribunal is stated to have expired on 11.12.2025.

8. It is submitted by the learned counsel for the Petitioner, that the learned Arbitral Tribunal requires an extension on the ground that the Arbitral Award could not be signed since two of the learned Arbitrators of the Tribunal are from out-station.

9. Learned counsel appearing for the Respondent states that he has no objection to the grant of the relief sought.

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

11. 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.”

12. 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.

13. This Court has carefully perused the record. Having regard to the present stage of the arbitral proceedings, which is at the stage of rendering and signing of the Award, 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 two months be granted for the same.

14. In view of the foregoing, the mandate of the learned Arbitral Tribunal is extended by a period of two months, i.e., till 11.02.2026. Accordingly, the period from 11.12.2025 till the date of this order also stands regularised.

15. However, it is clarified that, in view of the repeated extensions sought by the parties over the years, should the parties approach this Court in the future seeking any further extension or regularisation of the arbitral mandate, such request shall be considered strictly in accordance with, and subject to the consequences contemplated under Section 29A of the Act.

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

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 17, 2026/v/va