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

+ **O.M.P.(MISC.)(COMM.) 4/2026**

KALPATARU PROJECTS INTERNATIONAL LIMITED

.....Petitioner

Through: Mr. Vikrant Bloria, Mr. Sushant
Tomar, Mr. Shubham Devrani,
Mr. Amit Sagar & Dr. Sunki
Mittal, Advs.

versus

NORTHERN RAILWAY

.....Respondent

Through: Mr. Ravi Ranjan, Adv.

CORAM:

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

ORDER
05.01.2026

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1. The present Petition is filed under Section 29-A(5) of the Arbitration and Conciliation Act, 1996 [**“the Act”**] seeking extension of time for making and publishing the arbitral award in arbitral proceedings arising out of a Construction Contract Agreement dated 17.09.2021[**“Agreement”**], executed between the Petitioner, Kalpataru Projects International Limited, and the Respondent, Northern Railway.

2. Owing to the disputes between the parties, the Petitioner invoked the Arbitration by issuing Notice Invoking Arbitration dated 02.05.2023.

3. Petitioner had filed a Petition under Section 11 of the Act before this Hon'ble Court being the Arbitration Petition No. 766 of 2023. This Court *vide* Order 20.12.2023 had appointed Hon'ble Mr.



Justice (Retd.) Vineet Saran as the nominee arbitrator for the Petitioner and Hon'ble Mr. Justice (Retd.) S. Muralidhar as the nominee arbitrator for the Respondent.

4. The Nominee Arbitrators of the parties appointed Hon'ble Mr. Justice (Retd.) Krishan Murari as the presiding Arbitrator and a notice for preliminary hearing was addressed to the parties by the Ld. Presiding Arbitrator on 05.02.2024. Thus, the Tribunal comprised of Hon'ble Mr. Justice (Retd.) Krishan Murari, Hon'ble Mr. Justice (Retd.) Vineet Saran and Hon'ble Mr. Justice (Retd.) S. Muralidhar [**“Learned Tribunal”**].

5. Since the mandate of the learned Tribunal was due to expire on 05.07.2025, parties were directed by the learned Tribunal to file a Joint Memo recording their consent to extend the mandate of the learned Tribunal by a period of 6 months in terms of Section 29-A(3) of the Act. The said Joint memo dated 25.05.2025 was filed on 27.05.2025 before the learned Tribunal and the mandate was extended by consent till 05.01.2026.

6. It is stated that since the mandate of the learned Tribunal 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. 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.”

9. 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.

10. 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 05.07.2025.

11. 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 05.01.2026, in terms of Section 29-A(3) of the Act.

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

13. 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.

14. This Court has heard the counsel and carefully perused the record. The Petition reflects that, in the present case, the evidences on



behalf of both the parties were completed, and the parties have been directed to file a Joint Convenience Compilation as well as brief Written Submissions *vide* the Record of Proceedings dated 21.04.2025.

15. As is evident, only the passing of the award remains pending. Hence, considering the mandate of Section 29-A of the Act, and since the parties are *ad idem* on the extension of time, this Court is of the view that an extension of a further period of six months would be appropriate and sufficient.

16. In view of the foregoing, the mandate of the learned Tribunal is extended by a period of six months, i.e., till 04.07.2026.

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/kr