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

Date of Decision: 17.03.2026

+ O.M.P.(MISC.)(COMM.) 221/2026, I.A. 6577/2026 (For Exemption) & I.A. 6578/2026 (For Delay 100 days in re-filing the petition)

DATA TECHNOSYS(ENGINEERS) PVT. LTD.

.....Petitioner

Through: Mr. Love Kumar Gupta and
Ms. Saumya Pandey,
Advocates.

versus

RAIL VIKAS NIGAM LIMITED

.....Respondent

Through: Mr. Udit Seth and Mr.
Divyanshu Singh, Advocates.

CORAM:

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

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JUDGEMENT (ORAL)

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Petition has been filed under Section 29A (4) and (6) of the **Arbitration and Conciliation Act, 1996**¹ seeking extension of mandate or, substitution of the Sole Arbitrator appointed *vide* Order dated 17.04.2023 in ARB.P. 336/2023 seeking the following reliefs:

“Allow the present petition for extending the mandate of the Ld. Sole Arbitrator appointed by this Hon'ble Court vide order dated 17.04.2023 under Section 29A (4) of the Arbitration and Conciliation Act, 1996, for a further period of six months for the

¹ Act



purpose of concluding the arbitral proceeding and consequent passing of the arbitral award;

OR IN THE ALTERNATIVE,

b) That this Hon'ble Court may be pleased to pass a necessary order for substituting the existing Ld. Arbitrator under Section 29A(6) of the Arbitration and Conciliation Act, 1996, and direct the substitute Arbitrator appointed thereof to continue the proceedings from the current stage in accordance with law.

c) Pass such other or further order(s) as this Hon'ble Court may deem just and proper in the facts and circumstances of the case.”

2. Learned counsel appearing on behalf of the Petitioner submits that even assuming the judgment in *Jagdeep Chowgule v. Sheela Chowgule*² holds that petitions seeking extension of mandate under Section 29A(4) may be preferred before the learned District Court, the present petition would nonetheless be maintainable before this Court in view of the alternative prayer seeking substitution of the learned Arbitrator under Section 29A(6) of the Act.

3. It is further submitted that the learned Arbitrator has remained seized of the matter since 17.04.2023, yet the arbitral proceedings have not progressed substantially.

4. Learned counsel appearing on behalf of the parties are *ad idem* that limited progress has been made in the arbitral proceedings and jointly submit that while the arbitral mandate may be extended, it would be appropriate for this Court to substitute the learned Arbitrator.

5. This Court notes that despite the learned Arbitrator having been seized of the matter for a considerable period, the proceedings have not substantially progressed. This Court is informed that only six

² 2026 SCC Online SC 124



hearings have taken place since the constitution of the tribunal in 2023, and even the framing of issues is yet to take place.

6. At this juncture, this Court finds it apposite to refer to the judgment of the Coordinate Bench of this Court in ***Poonam Mittal v. M/s Creat ED Pvt. Ltd.***³, wherein it was held that the power under Section 29A(6) of the Act, to substitute an arbitrator is to be exercised in the context of ensuring the expeditious conduct of arbitral proceedings, particularly where the Court finds that the proceedings have been unduly delayed while under the seisin of the existing arbitrator. The relevant portion of the said judgment reads as under:

“5.....To my understanding, Section 29A(6) has to be read in context, as one of the sub-sections in Section 29A. Section 29A is a provision which deals with extension of the mandate of the Arbitral Tribunal. Sub-section (6), when read in context, would indicate that the substitution of one or more of the Arbitrators is to be undertaken, under the said sub-section, only where the court is of the view that the proceedings are being unduly delayed by the Arbitrator who is presently in seisin of the proceedings. The obvious intent is to ensure that the exercise of discretion by the Court while extending the mandate of the Arbitral Tribunal is not frustrated by an arbitrator who is unduly delaying the proceedings for no justifiable reason.”

(emphasis added)

7. In the light of the aforesaid principle, and keeping in view the limited progress made in the arbitral proceedings despite the passage of considerable time, this Court is of the considered view that, in order to ensure expeditious adjudication of the disputes between the parties, it would be appropriate to substitute the learned Arbitrator.

8. At this stage, learned counsel appearing on behalf of the parties submit that they are *ad idem* that the disputes between them be

³ 2024:DHC:7312



referred for resolution by way of arbitration before a Sole Arbitrator, and that the arbitral proceedings be conducted under the aegis of the **Delhi International Arbitration Centre⁴** in accordance with its rules and regulations.

9. The Court is of the opinion that keeping in view the conspectus of facts and the law in this regard, it would be in the interest of justice that the learned Arbitrator is substituted by another learned Arbitrator appointed by this Court.

10. Accordingly, this Court requests **Mr. Guruswamy Nataraj, Advocate, (Mobile No. : 9811808373)**, to enter into reference as a Sole Arbitrator to adjudicate the disputes between the parties.

11. The arbitration would take place under the *aegis* of the DIAC and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

12. The learned Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering of reference.

13. The parties shall share the learned Arbitrator's fee and arbitral costs equally.

14. The Registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned

⁴ DIAC



Arbitrator on their merits, in accordance with law.

16. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

17. Accordingly, the present Petition, along with pending Application(s), if any, stands disposed of.

HARISH VAIDYANATHAN SHANKAR, J.
MARCH 17, 2026/jyh/kr/sg