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

Date of Decision: 16.03.2026

+ O.M.P.(MISC.)(COMM.) 222/2026

RANDHAWA CONSTRUCTION PRIVATE LIMITED

.....Petitioner

Through: Mr. Parmanand Yadav & Mr.
Aman, Advs.

versus

MS HCBS PROMOTERS AND DEVELOPERS PVT LTD

.....Respondent

Through: Mr. Azhar Alam & Mr. Sankalp
Goswami, Advs.

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

% **JUDGEMENT (ORAL)**

HARISH VAIDYANATHAN SHANKAR, J.

1. The present petition has been filed under Section 29(A) of the Arbitration and Conciliation Act, 1996 ["Act"], seeking a third extension of the mandate of the Arbitral Tribunal by a further period of six (06) months.

2. It is stated that the parties entered into a Collaboration Agreement dated 11.06.2013.

3. The material on record indicates that certain disputes arose between the parties, pursuant to which, the parties approached this Court and *vide* Order dated 25.03.2021 passed in OMP.(I)(COMM.)



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27/2021, the learned Sole Arbitrator was appointed to adjudicate the disputes *inter se* the parties.

4. The material on record further indicates that at the instance of the parties, the mandate of the learned Sole Arbitrator was extended by this Court on two prior occasions. This Court *vide* Order dated 05.05.2025, had extended the mandate of the learned Arbitrator for a further period of nine (09) months from the date of the Order, which expired on 05.02.2026.

5. It is submitted that, since the award could not be made, the Petitioner has, therefore, preferred the present Petition, thereby seeking the extension by a period of six (6) months to enable completion of the pending cross-examination, hearing of final arguments, and conclusion of the arbitral proceeding.

6. It is further submitted that despite diligent efforts, the arbitral proceedings could not be concluded within the extended period for the reasons aforesaid.

7. Mr. Sankalp, learned counsel, appears on advance notice and submits that he has no objection to the extension as sought for in the present petition.

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

9. At this juncture, 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



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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)*



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*Private Limited v. Berger Paints India Limited*¹, examined Section 29-A in detail and clarified its scope, ambit, and mandate thereof.

11. 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.

12. This Court has carefully perused the record. Having regard to the present stage of the arbitral proceedings, 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 six months would be apposite.

13. In view of the foregoing, the mandate of the learned Sole Arbitrator is extended by a period of six months, i.e., till 05.08.2026. Accordingly, the period from 05.02.2026 till the date of this order also stands regularised.

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

HARISH VAIDYANATHAN SHANKAR, J.
MARCH 16, 2026/v/va/jk

¹ 2024 SCC OnLine SC 2494