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

Date of decision: 21.05.2026

+ O.M.P.(MISC.)(COMM.) 967/2025

DELHI DEVELOPMENT AUTHORITYPetitioner

Through: Ms. Meghna Mittal and Ms.
Vanita, Advocates

versus

DHARAMVIR AND CORespondent

Through: Mr. Anuj Verma, Advocate

CORAM:

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

JUDGEMENT (Oral)

I.A.14263/2026 (for restoration)

1. The present Application, under Section 151 of the Code of Civil Procedure, 1908, seeks revival of the present Petition.

2. It is pertinent to mention here that *vide* Order dated 12.12.2025 passed by a Co-ordinate Bench of this Court, the present Petition was dismissed as withdrawn by the Petitioner. The relevant portion of the said Order reads as under:

“1. Ms. Mital, learned counsel for the petitioner, states that in the present case, it is the respondent who is the claimant before the Arbitrator and has sent an email stating that the respondent is opposing the present petition.

2. She further states that in the arbitration proceedings, it is only the claim of the respondent and there is no counter claim preferred by the petitioner. She also states that the respondent has also not paid the fee of the Arbitrator.

3. For the said reasons, she does not press the present petition with liberty to revive the same if and when the situation so arises.

4. In view of her statement, the present petition is dismissed as withdrawn.”



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3. Issue notice.
4. Learned counsel for the Respondent accepts notice and on instructions, submits that he has no objection, if the present Application is allowed.
5. In view of above, the present Application is allowed. The present Petition being O.M.P.(MISC.)(COMM.) 967/2025, is restored to its original number and position.
6. The present Application stands disposed of in the aforesaid terms.

O.M.P.(MISC.)(COMM.) 967/2025

7. The present Petition has been filed under Section 29A (4) and (5) of the **Arbitration and Conciliation Act, 1996¹**, seeking extension of the mandate of the learned Arbitral Tribunal for a further period of one month from the date of passing the order in the present Petition.
8. Material on record indicates that certain disputes arose between the parties pertaining to the Agreement dated 15.03.2011. The said disputes came to be referred to arbitration and this Court appointed the learned Arbitrator *vide* Order dated 09.10.2023.
9. At this juncture, it is pertinent to make note of the important stages of proceeding, leading up to the presentation of the present Petition, along with the respective corresponding dates. The same are as follow:

Stage of Proceeding	Dates
Appointment of Arbitrator	09.10.2023

¹ Act



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Ld. Arbitrator entered upon Reference	03.11.2023
Completion of Pleadings	23.04.2024
Period of 12 Months lapsed	22.04.2025
Extension of mandate by mutual consent as per Section 29A(3)	23.04.2025
Extended mandate period of 6 months lapsed	06.10.2025
Present Petition originally filed	26.11.2025
Present Petition withdrawn	12.12.2025
Application for Revival of present Petition allowed/present Petition restored	21.05.2026

10. Issue Notice.

11. Learned counsel for the Respondent enters appearance and, on instructions, submits that he has no objection if the present Petition is allowed.

12. A perusal of the record and the tabular chart herein above indicates that pleadings before the learned Arbitrator stood completed on 23.04.2024 and thus mandate for twelve months continued till 22.04.2025. 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 till 06.10.2025.

13. 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 one for the rendering of



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the award.

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

15. 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



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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.”

16. 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.

17. For the reasons as stated in the Petition as well as the no objection accorded, on instructions, by the learned counsel for the Respondent, this Court considers it appropriate to grant a further extension of the mandate of the learned Arbitrator for 3 months to ensure that the arbitral proceedings are concluded in accordance with law.

18. Further, the period from 07.10.2025 to the date of this Order shall stand regularized for the purposes of Section 29A of the Act.

19. Accordingly, the present Petition, along with pending Application(s), if any, is disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 21, 2026/rk/va