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

Date of decision: 27.01.2026

+ O.M.P.(MISC.)(COMM.) 106/2026

M/S KMP EXPRESSWAYS LTDPetitioner

Through: Mr. Deepak Khurana and Mr.
Bhaskar, Advocates.

versus

IDBI BANK LIMITEDRespondent

Through: Mr. Raunak Dhillon, Ms. Isha
Malik and Ms. Bhawna
Lakhina, Advocates.

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

% **J U D G E M E N T (Oral)**

1. The present Petition has been filed under Section 29A(4) and Section 29A(5) of the Arbitration and Conciliation Act, 1996 [**“the Act”**], seeking an extension of the mandate of the learned Arbitral Tribunal by a further period of six months with effect from 11.12.2025.

2. The material on record indicates that the parties entered into a Concession Agreement dated 31.01.2006 [**“Concession Agreement”**]. The said Concession Agreement is stated to incorporate the project documents to be executed between the parties, one of which was the Substitution Agreement dated 08.01.2007 [**“Substitution Agreement”**], containing the Arbitration Clause for



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adjudication of disputes arising therefrom, under the rules of The Indian Council of Arbitration [“ICA”].

3. Thereafter, disputes arose between the parties, and consequently the Petitioner initiated arbitration proceedings on 09.08.2019 by filing of the Statement of Claim. The Statement of Defense was filed by the Respondent on 27.12.2019. It is stated that ICA *vide* its e-mail communication dated 15.08.2020 informed the parties that the Arbitral Tribunal stood constituted.

4. It is stated that the pleadings in the arbitration proceedings were completed on 27.12.2019.

5. Before proceeding further, it is necessary to note the relevant statutory provision. Section 29-A of the Act prescribes the time limits 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:



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[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.”

6. The Hon’ble Supreme Court, in ***Rohan Builders (India) Private Limited v. Berger Paints India Limited [2024 SCC OnLine SC 2494]***, has examined Section 29-A in detail and elucidated its scope, ambit, and mandate thereof.

7. In the present case, it is stated, in terms of Section 29A(1) of the Act, the period of twelve months from the date of completion of pleadings stood computed after excluding the period between 15.03.2020 and 28.02.2022, in view of the orders dated 23.03.2020 and 10.01.2022 passed by the Hon’ble Supreme Court in ***Suo Motu Writ Petition (C) No. 3 of 2020 (In Re: Cognizance for Extension of Limitation)***. Accordingly, the statutory period of twelve months expired on 11.12.2022.

8. In view thereof, the Petitioner herein preferred a Petition under



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Section 29A(4) and (5) of the Act, seeking an extension of time for making the Arbitral Award. The same was allowed by this Court *vide* Order dated 20.03.2024, thereby extending the mandate of the learned Arbitral Tribunal till 31.12.2024.

9. As the arbitral award could not be rendered within the said period, the Petitioner again approached this Court seeking a further extension of time for making the award by a further period of eight months, i.e., till 11.12.2025, in terms of Section 29-A(4) and 29-A(5) of the Act. The same came to be allowed by this Court *vide* Order dated 09.04.2025.

10. The scheme of Section 29-A of the Act does not contemplate routine or mechanical 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.

11. Though the learned Counsel for the Respondent has raised an objection pertaining to the date of the filing of the present Petition, in the interest of justice, this Court is of the opinion that the mandate should be extended.

12. Further, having regard to the fact that the arbitral proceedings are presently at a fairly advanced stage, that of final arguments, this Court is of the view that the interest of justice would be served by extending the mandate of the learned Arbitral Tribunal by a further period of six months with effect from 11.12.2025.

13. In view of the foregoing, the mandate of the learned Arbitral Tribunal is extended by a period of six months, i.e., till 11.06.2026. Accordingly, the period from 11.12.2025 till the date of this order also stands regularised.



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14. Accordingly, the present petition, along with pending application(s), if any, stands disposed of in the above terms.

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 27, 2026/nd/va/dj