



2026:DHC:5255



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

+ O.M.P.(MISC.)(COMM.) 445/2026

MS MARUTI INFRACREATION PVT LTDPetitioner

Through: Mr. Shantanu Mishra, Adv.

versus

THE CHIEF ENGINEER NH

DIVISION UP PWDRespondent

Through: Mr. Satya Ranjan Swain, CGSC
with Mr. Vanshul, GP, Mr. Kautilya Birat,
Mr. Adarsh Tripathi, Mr. Aditesh Garg Mr.
Vikram Singh Baid, Ms. Ayushika Mishra,
Adv.**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT (ORAL)**

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01.07.2026

1. Amended memo of parties is on record. Mr. Satya Ranjan Swain, learned CGSC appearing on behalf of the Ministry of Road Transport and Highways, submits that the petitioner has deleted the Ministry from the amended Memo of Parties and, therefore, it has no role in the present proceedings.

2. The material on record indicates that the present proceedings emanate from disputes arising under an Engineering, Procurement and Construction¹ Contract dated 17.11.2021 related to the construction of the Pratapgarh Bypass Project in the State of Uttar Pradesh.

3. The disputes between the parties, *inter alia*, relate to the execution and implementation of the EPC Contract, including issues concerning timely fulfilment of the reciprocal contractual obligations, availability of the requisite Right of Way², removal of encroachments

¹ "EPC", hereinafter

² "ROW", hereinafter



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and delays in execution of the project.

4. The record further reflects that the conciliation proceedings between the parties did not culminate in an amicable settlement. Thereafter, the disputes were referred to arbitration and a three-member Arbitral Tribunal was constituted on 07.07.2024.

5. It is an admitted fact that the arbitral proceedings have substantially progressed. The pleadings stand completed, evidence has been concluded, oral arguments by both sides have been heard and written submissions have also been filed on 24.01.2026. Thus, only the arbitral award remains to be finalised and published.

6. It is further borne out from the record that the mandate of the Arbitral Tribunal, which had earlier been extended by mutual consent of the parties for a period of six months in terms of Section 29A(3) of the Arbitration and Conciliation Act, 1996³, is due to expire on 04.07.2026.

7. The learned Arbitral Tribunal, *vide* Procedural Order dated 17.05.2026 (renumbered as Procedural Order No. 22), has recorded that the award is unlikely to be published before the expiry of the existing mandate and has accordingly directed the parties to approach this Court for extension of time.

8. Learned Counsel appearing on behalf of the U.P. Public Works Department (UPPWD), on instructions, also submits that the respondent has no objection to the extension of such mandate and therefore, the parties are *ad idem* with regard to the extension of the mandate.

9. This Court has heard the learned Counsel appearing for both parties and perused the material on record.



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10. The legislative scheme under Section 29A of the Act empowers the Court to extend the mandate of the Arbitral Tribunal upon sufficient cause being shown. At the same time, the Hon'ble Supreme Court in *Rohan Builders (India) Pvt. Ltd. v. Berger Paints India Ltd.*⁴ has observed that extension of the mandate is not to be granted as a matter of course merely upon filing of the application and that the Court must be satisfied that sufficient cause exists for such extension. It was also observed that delay, even on the part of the Arbitral Tribunal, cannot be countenanced.

11. In the considered view of this Court, sufficient cause is made out from the facts of the present case. The inability of the learned Arbitral Tribunal to publish the award within the subsisting mandate is stated to have arisen on account of the medical emergency of the learned Arbitral Tribunal Member, Shri Bhawani Dutt Joshi, who underwent angioplasty and requires further time for recovery.

12. The delay, therefore, cannot be attributed to any lack of diligence on the part of either of the parties or the learned Arbitrators. It is further borne out from the record that the proceedings before the learned Arbitral Tribunal have progressed consistently and without undue interruption and hence, at this stage, only the making and publication of the arbitral award remain.

13. In these circumstances, declining the prayer for extension would frustrate the object behind Section 29A of the Act by rendering the proceedings already undertaken before the Arbitral Tribunal futile and compelling the parties to recommence the adjudicatory process despite the matter having reached its final stage. The interests of

³ "the Act", hereinafter

⁴ 2024 SCC OnLine SC 2494



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justice would, therefore, be best served by enabling the learned Arbitral Tribunal to conclude the proceedings by publishing the arbitral award.

14. However, at the same time, this Court cannot lose sight of the fact that the mandate has already been extended once by six months under Section 29A(3) of the Act. Since the pleadings, evidence and oral arguments stand concluded, written submissions were filed on 24.01.2026, and only the making and publication of the arbitral award remain, this Court is of the considered opinion that a further extension of three months, instead of the six months sought in the present petition, would be sufficient to enable the learned Arbitral Tribunal to publish the award.

15. Accordingly, the mandate of the learned Arbitral Tribunal is extended by a further period of three months with effect from 04.07.2026.

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

OM PRAKASH SHUKLA, J

JULY 1, 2026/gunn/at