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

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Date of Decision : 15.10.2025

+ **FAO(OS) (COMM) 164/2025**

SARVESH SECURITY SERVICES PVT LTDAppellant
Through: Mr. Manish Vashisht, Senior
Advocate with Mr. Rikky Gupta, Mr.
Ananya Singh, Mr. Uday Malhotra
and Mr. Vedansh Vashisht and Mr.
Swapan Singhal, Advs.

versus

INSTITUTE OF HUMAN BEHAVIOUR
RESOURCE AND ALLIED SCIENCES (IBHAS)Respondent
Through: Mr. Tushar Sannu, SC with Ms.
Ankita Bhadouriya and Ms. Shaoni
Das, Advs.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO
HON'BLE MR. JUSTICE VINOD KUMAR

V. KAMESWAR RAO, J. (ORAL)

CM APPL. 65091/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. The application stands disposed of.

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3. This appeal has been filed by the appellant/Sarvesh Security Services Pvt. Ltd. under Section 37 of the Arbitration and Conciliation Act, 1996



(‘Act’) seeking the following prayers:-

“a) Set aside the impugned judgment and order dated 18.08.2025 passed by the Learned Single Judge of this Hon’ble Court in OMP (COMM) No. 122/2025 titled Institute of Human Behaviour & Allied Sciences v. Sarvesh Security Services Pvt. Ltd.

b) Uphold and restore the Arbitral Award dated 31.10.2024/04.11.2024 passed by the Learned Sole Arbitrator, Hon’ble Mr. Justice Manmohan Sarin (Retd.), under the aegis of Delhi International Arbitration Centre (DIAC);”

4. The learned Single Judge by the impugned order has primarily decided the petition filed by the appellant herein under Section 29A(5) of the Act being OMP (MISC.)(COMM) No. 557/2025 and also the petition filed by the respondent herein under Section 34 of the Act. It may be stated here that the learned Single Judge has dismissed the petition filed under Section 29A(5) of the Act, and resultantly allowed the petition under Section 34 of the Act filed by the respondent herein, on the ground that the award is *non-est* and invalid.

5. Some of the facts to be noted for the purpose of this decision are that, disputes arose between the parties herein pertaining to outstanding dues of monthly wage bills raised by the appellant for providing security services to the respondent at its hospital. As the respondent did not agree for arbitration, the appellant filed an application under Section 11(6) of the Act for appointment of an Arbitrator pursuant where to, this Court issued a direction to the Delhi International Arbitration Centre (‘DIAC’) to appoint an Arbitrator. The Arbitrator so appointed heard the parties and reserved the dispute for award on 13.05.2024. It is also necessary to state here that by the



order dated 12.03.2024 passed in OMP (MISC.) (COMM.) No. 195/2024, the Court extended the mandate of Arbitrator by nine months.

6. While reserving the award on 13.05.2024, no objection of the parties was recorded for extension of mandate till 01.09.2024. In any case, the mandate of the Arbitrator was further extended vide order dated 06.09.2024 in OMP (MISC.) (COMM) 692/2024 for a further period of two months, which expired on 01.11.2024. It is noted from the impugned order that the learned Arbitrator vide email dated 13.10.2024 informed the parties that the award will be pronounced on 04.11.2024 owing to Diwali holidays between 31.10.2024 to 03.11.2024. There is no contest that the award was rendered by the learned Arbitrator on 04.11.2024 and signed copies of the same were delivered to the parties on 09.11.2024.

7. It is in the above background. i.e., the mandate of the learned Arbitrator being till 01.11.2024, that the aforesaid petition under Section 29A(5) of the Act was filed by the appellant herein. Insofar as, the petition is concerned, the learned Single Judge, in paragraphs 13 to 26 has stated as under:-

“13. Section 29A was inserted in the 1996 Act by Act 3 of 2016 w.e.f. 23.10.2015 and 29A(l) provided that an award shall be made within 12 months from the date the Arbitral Tribunal enters upon reference and Explanation thereto clarified that Arbitral Tribunal would be deemed to have entered upon reference from the date on which Arbitrator receives notice of appointment. In terms of Section 29A(4), if the award was not rendered within 12 or 18 months period, as the case may be, mandate of the Arbitral Tribunal stood terminated, unless extended by the Court on sufficient cause being shown and on an application by any of the



parties. By Act 33 of 2019, Section 29A(l) was amended and as per the amended provision, the award is to be rendered by the Arbitral Tribunal within twelve months from the date of completion of pleadings under Section 23(4), save in the case of international commercial arbitration, where the 12 months period is directory. If one looks at the Scheme of Section 29A, sub-Section (3) empowers parties by consent, to extend the period specified in sub-Section (1) for making the award by a further period not exceeding six months. Subsection (4) provides that if the award is not made within the period specified in sub-Section (1) or extended period under sub-Section (3), mandate of the Arbitrator(s) shall terminate unless the Court, either prior to or after expiry of the period so specified, extends the period. The extension is, however, to be granted only for 'sufficient cause' and on such terms as the Court may impose. While extending the period, it is open to the Court to substitute one or all Arbitrators under sub-Section (6).

14. The neat legal nodus that arises for consideration is whether Section 29A empowers the Court to extend the mandate of the Arbitrator after the award has been passed. In other words, can the award be validated, if it is made after expiry of the mandate, which is not extended by the Court either prior to the expiry or post thereto.

15. The Supreme Court in *Tata Sons Private Limited (Formerly Tata Sons Limited) v. Siva Industries and Holdings Limited and Others*, (2023) 5 SCC 421, held that mandatory nature of the provisions of Section 29A(l) was evident from the use of word 'shall' in the provision in respect of domestic arbitrations. Therefore, if the award is not made within the period specified under sub-Section (1) or extended period under sub-Section (3), mandate of the Arbitrator terminates unless the Court extends the period. In *Rohan Builders (supra)*, the Supreme Court held that



from a reading of Section 29A(4), it is unambiguously clear that Court can extend the time for making and publishing the award, even where an application for extension is filed after the expiry of the period under sub-Section (1) or extended period in terms of sub-Section (3), as the case may be, i.e. Court is empowered to extend the mandate of the Arbitral Tribunal 'for making an award' even after the mandate has expired. In this case, the Supreme Court was testing the contrary view of the Calcutta High Court that application for extension of time under Section 29A(4) and (5) can only be entertained if filed before the expiry of mandate of the Arbitral Tribunal and held that the same was untenable by interpretative process, which must further the goal and objective of a statutory provision. The Supreme Court also dealt with an eventuality where an application under Section 29A(5) is pending in Court and the award is pronounced and held that where an award is pronounced during the pendency of an application for extension of mandate, Court must decide the application in accordance with Section 29A(5) and may even, where award has been pronounced invoke, when required and justified, subsections (6) to (8) or First and Third Provisos to Section 29A(4) of the 1996 Act.

16. As noted above, the issue as to whether mandate can be extended after the award has been pronounced but where no application under Section 29A is pending before Court, came up for consideration before this Court in *Powergrid* (supra). Referring to the provisions of Section 28 of Arbitration Act, 1940 as also the unamended and amended Section 29A(1), Court held that perspicuously, Section 29A contains no express specification enabling the Courts to grant extension after the award is made. Relevant paragraphs from the judgment are as follows:-

"31. Section 28 of the Arbitration Act, 1940 expressly provided that the Court may extend



the time where the Award has been made or not. The Apex Court, therefore, in the case of Nagar Palika v. Mirzapur Electric Supply Co. Ltd., AIR 1990 SC 2273 held that the time can be extended even after the Award has been passed beyond the prescribed period.

32. It is, therefore, clear that the mandate of the Arbitrator could be extended even after the Award was announced under Section 28(1) of Arbitration Act, 1940 as the law itself empowered the Court to do so. However, under Section 29A of Arbitration & Conciliation Act, 1996, there is no such enabling provision.

33. Perspicuously, Section 29A of the Act, 1996 contains no such express specification enabling the Courts to grant an extension after an Award has been made. Had the legislature intended the import of Section 28 of the Arbitration Act, 1940 to be applicable to Section 29A of the Act, 1996, the same would not have been excluded from the words of the provision. Subsection 4 of Section 29A clearly provides that if the Award is not made within the specified period, the mandate of the Arbitrator shall terminate unless the Court has either prior or after the expiry of the period so specified extended the period. It clearly envisions that the proceedings must be still pending and not concluded and the application of extension of time may be made even after the expiry of the mandate of the Arbitrator, but only in the situation where the Award has not been announced and the proceedings are still pending.

34. Further, the Proviso to sub-section 4



states that if the court finds that the proceedings have been delayed for the reasons attributable to the Arbitral Tribunal, it may order reduction of fee of Arbitrators by not exceeding 5% for each month of such delay. Manifestly, there can be an order for the reduction of fee of the Arbitral tribunal only if the proceedings are pending. Once, the proceedings are concluded, the fee already stands paid and there is no occasion for the Court to consider the return of fees. It is thus observed that, if the mandate is extended after the Award is announced, then this proviso to sub-section 4 would be practically rendered nugatory.

35. Furthermore, sub-section 6 provides that while considering the application for extension of the period under sub-section 4, the Court may substitute one or all of the Arbitrators and if such substitution is made, the arbitral proceedings shall continue from the stage already reached and on the basis of evidence and material already on record and the Arbitrator/Arbitrators so appointed under this sub-section shall be deemed to have received such evidence and the material. Undeniably, Sub Section 6 can be given effect only if the proceedings are pending. If the Award had already been announced, sub-section 6 to Section 29 of the Act, 1996 would become meaningless as there is no occasion after the Award has been announced for substitution of the Arbitrator/Arbitrators. Sub Section 4 to Section 29 of the Act, 1996 further provides that the Arbitral Tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed Arbitral Tribunal,



making the intent of the legislature, to allow extensions only to pending arbitration, certain.

36. It is evident from the language of the various clauses of Section 29A that the power of extension of the mandate of the Arbitrator by the Court, on an application by either party, arises only in cases where the arbitral proceedings are pending at the time of the application; the only leverage is that the application may be made either before or after the expiry of timeline, but it necessarily has to be before the Award is announced. Therefore extension may be granted by the Court on the following conditions:

- (a) An application is moved by any of the parties when the arbitral proceeding is pending;*
- (b) Sufficient cause for extension is shown; and*
- (c) Such time may be extended on terms and conditions that the Court may impose. This includes the variation/reduction in the fee of the Arbitrator if the delay is attributable to the Tribunal and even substitution of the Arbitrator.*

37. The same view has been echoed by the Madras High Court in the judgment of Suryadev Alloys and Power Pvt. Ltd. v. Shri Govindaraja Textiles Pvt. Ltd., 2020 SCC Online Mad 7858 after examining the judgment of Nagar Palika (supra) and comparing the corresponding provisions of the 1940 Act and the 1996 Act.

38. Learned counsel for the petitioner had relied upon Ircon International Ltd. (supra), wherein the Coordinate Bench was confronted with the similar controversy. In



the said case the contention of the parties was that after the mandate of the Arbitrator expired after one year, the parties had mutually agreed to extend the mandate by six months, even though there was no formal order to that effect which was recorded by the learned Arbitrator. Moreover, the Award was delivered on 18.01.2019 though it was dated 15.12.2018. In the said circumstances, with there being a confusion about the extension and the actual date of mandate it was held that the Award had been delivered within the period of mandate and the mandate of the Arbitrator was held to be extended. The said judgment was made entirely on its own distinct facts and cannot be considered to be stating a proposition of law.

39. Learned counsel for the petitioner has also relied upon Chandok Machineries (supra) of the Coordinate Bench. In the said judgment what has been observed is as under:

“Even Section 29A(4) of the Act empowers the Court to extend the time for making of the Award even after the expiry of the period. Once the Court extends the time for making of the Award, the proceedings, if any, undertaken by the Arbitral Tribunal after the expiry of the prescribed period, shall stand validated.”

40. An oral submission for the extension of mandate of the Arbitral Tribunal in Chandok Machineries (supra), was made in a Petition under Section 34, which implies that an extension had been sought after the Award had been made. The Single Bench of this Court granted an extension of the mandate of



the Arbitral Tribunal till the date of the Award invoking the powers under Section 29A of the Act, 1996 by stating that the application for an extension can either be oral or in writing.

41. In view of the analysis, intent and object of the Section 29A discussed above, the interpretation adopted by the co-ordinate bench in the case of Chandok Machineries (supra) was in the facts of its cases and does not propound a proposition of law.”

17. After making the aforesaid observations, Court analysed the chronology of dates and events in the case and applying the provisions of Section 29A, declined to extend the mandate of the Arbitrator. In the said case, 12 months period expired on 11.05.2019 and vide order dated 08.05.2019 the mandate was extended by six months till 10.11.2019, with the consent of the parties. Mandate was further extended by the Court from time to time and lastly, up to 06 .10 .2021. Thereafter, there was onset of Pandemic COVID-19. The Supreme Court in Suo Motu W.P. (C) No. 3/2020 excluded the period from 15.03.2020 to 28.02.2022 for computation of limitation periods, even in respect of petitions under Section 29A. The award was passed by the Tribunal on 14.09.2022. Respondent challenged the award under Section 34 of the 1996 Act inter alia on the ground that the award was non est as it was made and published after the mandate of the Arbitral Tribunal had expired. Post the filing of this objection petition, an application was filed by the Petitioner under Section 29A(4) and (5), seeking extension of the mandate till pronouncement of award on 14.09.2022. Respondent opposed the petition raising similar contentions as in this case: (a) there is no express provision in Section 29A, which enables extension of mandate of an Arbitrator after the award is passed, save and except, where application is filed prior



thereto; and (b) application for extension was mala fide and prompted by objections filed by the Respondent under Section 34 of the 1996 Act and only to circumvent and defeat the same. These contentions found favour with the Court and the petition seeking extension was dismissed.

18. This very issue was considered by another Co-ordinate Bench of this Court in *National Skill Development Corporation (supra)*, where a petition was filed under Section 29A of the 1996 Act for extension of the mandate of the Arbitral Tribunal. The question that arose before the Court was whether mandate of the Arbitral Tribunal could be extended after the award was made. Petitioner relied on the decision in *Harkirat Singh Sodhi (supra)*, whereas Respondent relied on *Powergrid Corporation (supra)*. Reconciling the two judgments, the Court observed that where a petition is filed prior to the award having been delivered and the award is delivered during the pendency of the petition, petition would be maintainable, however, a petition filed after the award is delivered and proceedings for setting aside having instituted is not maintainable. This distinction brought forth by the Court was premised on the principle that a party cannot choose whether or not to seek extension of the mandate, after becoming aware of its fate in the arbitration proceedings and facing a challenge to the award on this ground. Relevant paragraphs are as follows:-

“7. The first question which arises for determination in this petition is whether the mandate of the Tribunal can be extended, even after the award has been made.

8. Ms. Mani Gupta, learned counsel for the petitioner, draws my attention of two judgments of Co-ordinate Benches of this Court, which have culminated in different results on this point. The first is a decision



dated 28.06.2023 in Harkirat Singh Sodhi v. Oram Foods (P) Ltd. In the said judgment, as in the present case, the award was rendered during the pendency of the petition under Section 29A of the Act, and the mandate was extended until the date of the award.

9. Another Coordinate Bench, by a judgment dated 01.12.2023 in Powergrid Corpn. of India Ltd. v. SPML Infra Ltd. framed the question before the Court thus:

“18. An interesting question has been raised in this petition : whether an award can be validated, if it has been made after the expiry of mandate of the learned Tribunal and no application for extension has been made prior to its pronouncement?”

10. The question has been reiterated in the same terms in paragraph 28. The Court noted the contention on behalf of the respondent that the petition under Section 29A of the Act was provoked by a petition filed by the respondent under Section 34 of the Act, inter alia on the ground that the award was pronounced beyond the mandate of the learned arbitrator. The Court came to the conclusion that such a petition is not maintainable.

11. In the present case, the petition was filed prior to the award, although after the mandate of the learned Arbitrator had already expired. The factual petition is thus closer to the facts of the case in Harkirat Singh Sodhi.

12. In my view, the two judgments can be reconciled. Where a petition is filed prior to the award having been delivered, and the



award is delivered during the pendency of the petition, the petition would be maintainable. However, a petition filed after the award is delivered and proceedings for setting aside have been instituted, is not maintainable. This distinction is justifiable on principle also - a party cannot choose whether or not to seek extension of the mandate after becoming aware of its fate in the arbitration proceedings, and facing a challenge to the award on this ground.

13. The only distinction, which is also correctly pointed out by Ms. Gupta, between Harkirat Singh Sodhi and the present case is that the petition in the present case was filed after the expiry of the mandate of the learned Arbitrator, whereas in Harkirat Singh Sodhi it was filed while the mandate was still valid. This Court has held in ATC Telecom Infrastructure (P) Ltd. v. BSNL that a petition under Section 29A of the Act can be filed even after the mandate has expired. This distinction, therefore, need not detain us."

19. In this context, it will also be useful to allude to the judgment of the Madras High Court in Suryadev Alloys and Power Pvt. Ltd, Rep. by its Authorised Signatory, Mr. Govind Gagonia v. Shri Govindaraja Textiles Pvt. Ltd., Rep. by its Director, 2020 SCC OnLine Mad 7858, where the Court was dealing with cross-objections of the parties under Section 34 of the 1996 Act and the prime issue for consideration was validity of an arbitral award passed a year after the period granted by the Court had lapsed. Claimant contended that it was open to the Court to exercise jurisdiction vested in it under amended Section 29A(4) and extend the time till the passing of the award and relied on the judgment of this Court in Chandok Machineries



(supra). Opposite party, on the other hand, contended that the award was not a valid award as mandate of the Arbitrator had terminated long before the award was passed. It was urged that earlier the Court had extended the time by six months vide order dated 04.09.2018, whereafter arguments were concluded on 09.02.2019 and the award was reserved. The arbitral award, passed a year and half later beyond the time granted by the Court, was thus non est and unenforceable. Examining the rival submissions of the parties as also provisions of Section 29A, the Madras High Court held as follows:-

“6. The Counsel for the petitioner in OP. No. 15 of 2020 who is the respondent in OP. No. 955 of 2019, contended that the Award is not a valid award as the mandate of the Learned Arbitrator had terminated long before the award was passed. He would contend that earlier, since the time for concluding the Arbitration proceedings was to come to an end, an application was filed by the claimant before this Court on 26.06.2018 in A. No. 5195 of 2015. This Court by order dated 04.09.2018 was pleased to extend the time by a period 6 months from the date of receipt of the order copy. The Counsel would contend that thereafter, arguments were concluded on 09.02.2019 and the claim was reserved for Judgment. A year and half later, the award was passed by the Learned Arbitrator which was much beyond the time granted by this Court. He would rely on the following Judgments in support of his contention that the award passed after the mandate of the Arbitrator had lapsed is invalid.

(a). (2010) 2 sec 385 - in the case of "NBCC Ltd. V. J.G. Engineering Private Ltd.”



2. The issue involved in this case was the failure on the part of the arbitrator to publish the award within the period extended by consent of both the Parties. i.e. on or before 30.09.2005. The learned Judge observed as follows at Para 22 which is herein below extracted.

“22. Taking into consideration the arguments of the appellant, it is necessary to mention here that the Court does not have any power to extend the time under the Act unlike Section 28 of the 1940 Act which had such a provision. The Court has therefore been denuded of the power to enlarge time for making and publishing an award. It is true that apparently there is no provision under the Act for the Court to fix a time-limit for the conclusion of an arbitration proceeding but the Court can opt to do so in exercise of its inherent power on the application of either party. Where however the arbitration agreement itself provides the procedure for enlargement of time and the parties have taken recourse to it, and consented to the enlargement of time by the arbitrator, the Court cannot exercise its inherent power in extending the time fixed by the parties in the absence of the consent of either of them. ”

(b) . OP. No. 592 of 2018 in the case of "Satyam Caterers Pvt. Ltd. v. The Assistant Commercial Manager (PS and CATG).”

In this Judgment of this Court, the Learned Judge had held an award



passed after the expiry of the extended period as patently illegal and had observed at paras 12 & 13 as under:

“12. So it is evidently clear as seen from Section 29A(1)(2) and (4) of the Act, the Arbitration proceedings will have to be completed within one year from the date of commencement of the arbitration with a grace period of six months thereafter that too, with the consent of the parties to dispute. In all, the maximum time, the arbitral tribunal can take for completion of the arbitral proceedings in only 18 months. If extension is required beyond the period of 18 months, the parties will have to approach this Court for extension. In the case on hand, the arbitral proceedings commenced on 16.05.2016 and one year period expired on 01.07.2017 and by consent, the period was also extended up to 31.12.2017. But the arbitral award was passed on 16.05.2018 beyond the period stipulated under Section 29(A) of the Arbitration and Conciliation Act without the permission of Court.

13. Therefore, it is very clear that the Award passed by the Arbitrator on 16.05.2018 is patently illegal as it violates the provisions of section 29A of the Arbitration and Conciliation Act. In the result, the Award dated 16.05.2018 passed against the petitioner by the second respondent is set aside and the petition is allowed. No costs. Consequently, connected A. No. 5080 of 2018 is closed.”



(c). 2012 SCC Online Bom 669 in the case of "Bharat Oman Refineries Ltd. v. Mantech Consultants".

A Division Bench of the Bombay High Court was considering the order of the Single Judge setting aside the Award on the ground that it was not made within the stipulated time. After considering the various Judgments and the provisions of the 1996 Act, the learned Judges had held as follows:

“21. In view of the agreed clause itself, after lapse of agreed time, the Arbitrator loses his jurisdiction as per the mandate of Sections 14 and 15 of the Act. Such defect is incurable. The implied consent cannot confer jurisdiction once the agreed period is lapsed. There is no provision to raise objection to the constitution of the Arbitral Tribunal except Section 14 and 15 of Act But, once the Arbitration is closed for award, that stage also goes and the parties have no choice but to wait for the award. There was no reason and/or occasion for the respondent to raise any such objection before the Arbitrator under Section 16 of the Act and/or even before the Court under Section 14 of the Act. Once the matter is closed for judgment/order, a call for stamp paper is nothing, but a ministerial procedure. It cannot be stated to be judicial proceedings to be attended by all the parties. Even otherwise, how party can presume that the arbitrator would not follow the mandate of the arbitration agreement,



once the agreed period is over. The arbitrator could have and/or might have, after expiry of two years, and as extendable by consent one year more, refused to pass Award or terminated the arbitration proceedings suo motu. Any judgment and/or order cannot be presumed or assumed by the parties after closing of the matter unless actual order is passed and/or circulated to the parties.

7. Per contra, Mr. Sharath Chander the learned counsel appearing on behalf of the Claimant would contend that it is well open to this Court to exercise the jurisdiction vested upon the Court under the newly inserted Section 29A(4) of the 1996 Act and extend the time till the date of the passing of the Award. He would rely on the Judgment of a Learned Single Judge of the Delhi High Court reported in 2018 SCC OnLine Del 11000 in the case of "Chandok Machineries v. S.N. Sunderson & Co. in support of the above argument. The Learned Judge in this case had proceeded to extend the time after the Award was pronounced beyond the extended time by exercising powers under Section 29A(4) of the 1996 Act.

8. The learned counsel would argue that under Section 28 of the Arbitration Act, 1940, (hereinafter referred to as "the 1940 Act") the Court was given wide power to enlarge the time for making the award. Since this was giving rise to huge delay and there was greater judicial interference, the Law Commission in its 76th report has recommended a time frame being introduced as a Proviso to Section 28 for the making of



an Award. The 1996 Act did not provide a time frame for the making of the Award which resulted in Arbitrator/Parties taking a long time to conclude the Arbitral proceedings. In these circumstances, the Law Commission was called upon to review the 1996 Act and by reason of the 176th report of the Law Commission, the 1996 Act was amended by Act 3 of 2016 in and by which Section 29A came to be introduced. The learned counsel would therefore, contend that Section 29A traces its origin to Section 28 of the 1940 Act. He would rely on the following the Judgments arising out of the 1940 Act.

(a). AIR 1962 SC 78 - "Hari Shorter Lal v. Shambhu Nath."

It was a case where the Constitution Bench of the Hon'ble Supreme Court was asked to decide a question regarding the construction of Rule 3 of the I" Schedule to the 1940 Act. The learned counsel would rely on the observation of the Bench at Para 16 of the above judgment that so long as the power vested in them to decide the dispute between the parties is not withdrawn, they continue to be competent to act on the reference in anticipation that the period for making the award would be extended by the Court.

(b). (1985) 2 SCC 629 - "State of Punjab v. Hardy"

He would draw the attention of this Court to para 10 of the Judgment in support of his argument that the Court alone has the power to extend the time under Section 28 of the 194 Act.



(c). (1987) 4 sec 93 - "*Hindustan Steel Works Construction Ltd. V. C. Rajasekhar Rao*".

This was a case where the Hon'ble Supreme Court had held that the Court has the power to extend the time even after the expiry of the period prescribed for the Award.

(d). AIR 1990 SC 2273 - "*Nagar Palika v. Mirzapur Electric Supply Co. Ltd.*".

This was a case where time was extended after the Award was passed beyond the prescribed period.

(e). (2007) 11 SCC 453 - "*Jatinder Nath v. Chopra Land Developers (P) Ltd.*".

This Judgment was cited in support of his argument that failure of the Arbitrator to make the award within the stipulated period will not involve the consequence of the award being set aside.

(f). (2010) 6 Mad LJ 124 - "*Tamil Nadu Water Supply and Drainage Board v. N. Abdul Kareem*".

A Division Bench of this Court relying on the Judgment of the State of Punjab v. Hardy, had held that the time can be extended even after the award was passed.

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16. It is therefore, clear that unlike the provision of Section 28(1) of the 1940, Act which gave wide powers to the Court to enlarge the time for making an award even after the expiry of the time for making the award or even after the award has been made, the 1996 Act has curtailed these powers and restricted the extension only



within the provisions of Section 29A(3) and 29A(4) which has been elaborated in para 12 *supra*. A reading of which clearly implies that it is only the Court that can extend the period for making of the award after the expiry of the One year period under Section 29A(1) or the extended period under Section 29A(3). However, even the Court cannot ratify an award *ex post facto* by extending the period in a petition filed under Section 34 by an aggrieved party.

17. In the Judgment of the Constitution Bench in "*Hari Shanker Lal v. Shambhu Nath*" referred in Para No. 8 *supra*, the learned Judges considering the object of the Rule 3 of the First Schedule to the 1940 Act, which provided that the Arbitrator shall make their award within a period of 4 months from their entering reference or from the date on which they have been called upon to so Act in writing from a party to the agreement or within such extended time as the Court may allow, held as follows:

"6 The object of the rule is to prescribe a time limit in the interest of expeditious disposal of arbitration proceedings. If under the second alternative notice to act can be given at any time, it would enable one of the parties to enlarge the period of time prescribed indefinitely : not only the time limit prescribed would become meaningless but one of the parties could also, without the consent of the other, resuscitate a dead or stale reference. This could not have been the intention of the Legislature and, therefore, a reasonable construction should be placed upon the



provision. Such a limitation on the right of a party to reopen an abandoned reference is implicit in the words "to act". A party can ask the arbitrator to act if he is legally bound to act under the reference. If after the expiry of four months from the date of entering on the reference an arbitrator can no longer act, a notice given thereafter cannot ask him to act. Realizing this difficulty learned counsel for the respondents suggests that an arbitrator can act even after four months, though the award cannot be filed without getting an extension of time from the court. But the relevant provisions do not support this contention.

7. The third alternative in Rule 3 shows that an award can be made within the extended time allowed by the Court. Section 28 of the Act enables the court to extend the time for the making of the award; extension of time may be given even after the award has been factually made. So till the time is extended an award cannot be made, though, when extended, the award factually made may be treated as an award made within the time so extended. To put it differently, if time was not extended by court, the document described as an award would be treated as non est. In this view, the second alternative in Rule 3 can be invoked only in a case where a notice to act has been given to the arbitrators either before the arbitrators entered on the reference or after they have entered on the reference but before the period of four months from that date has run out."



18. Since the provisions of Section 28(1) the 1940 Act gives express power to the Court to enlarge the time even after the making of the Award, the Award passed after the extended period can be validated. However, a similar provision is not available in Section 29A of the 1996 Act. The language of Section 29A(4) clearly stipulates that if the award is not made within the stipulated period or the extended period then the mandate of the Arbitrator stands terminated unless extended by Court.

19. The Judgment of the Hon'ble Supreme Court in “NBCC Ltd. v. JG. Engineering Private Ltd.” is a case wherein the Arbitrator had failed to make the award even after time was extended till 30.09.2005 by consent of both parties. Thereafter, one of the parties had moved the Court to terminate the mandate of the Arbitrator and the High Court of Calcutta had terminated the mandate. The order was upheld by the Hon'ble Supreme Court and the Bench had observed as follows:

“27. With reference to the contention made by the appellant that the arbitrator having concluded the proceedings could not be said to have failed to act so as to attract the provisions of Section 14 of the Act, which will call for termination of the arbitration proceeding It is pertinent to mention here that the arbitrator had not concluded the proceedings as had been agreed to by the parties Within the time fixed for doing so. The mandate of the arbitrator was terminated only because of the fact that the arbitrator having failed to conclude his proceedings within the time



did not warrant to be continued as a arbitrator in the absence of the consent of both the parties. It is clear from a bare reading of sub-section (1)(a) of Section 14 of the Act, the mandate of an arbitrator shall terminate if he fads to act without undue delay.

28. In the present case, it is clear that the arbitrator had extended the time provided to it without any concrete reasons whatsoever and thus his mandate was liable to be terminated. Sub-section(l)(b) further states that the mandate of an arbitrator shall also stand to be terminated if he withdraws from his office or the parties agree to the termination of his mandate. From a perusal of the records and the submissions of the parties, we observe that the mandate of the arbitrator was extended beyond 30.09.2005. Thus it can be construed that the parties had not agreed to the extension of the mandate of the arbitrator failing which, the mandate was automatically terminated.”

20. The following dates and events are to be taken note of in the instant case.

17.03.2017: Order in O.P. No. 807 of 2016 appearing the Learned Arbitrator.

20.03.2017: Learned Arbitrator enters reference.

19.03.2018: One year period/or making the award lapses.

20.06.2018 : Application filed seeking extension of time for making the award filed before this Court in A. No. 5195 of 2015.

04.09.2018 : Time extended for a period of



Six months from the date of receipt of the order.

09.02.2019 : Arguments concluded and matter reserved for the Award.

13.09.2019: Award made by the Arbitrator.

21. In the instant case, this Court by order dated 04.09.2018 had extended the time for concluding the proceedings by Six months from the date of receipt of the order. After receiving the order, the Learned Arbitrator held sittings and had reserved the matter for orders on 09.02.2019. The award was made after a period of Seven months therefrom. The Learned Arbitrator has proceeded to make the award when he had become functus officio since his mandate had terminated on the expiry of the Six month period from the date of receipt of the order of this Court extending time. Admittedly after receipt of the order copy, sittings had been held and the matter reserved for orders on 09.02.2019 which presupposes that the order of this Court had been received much before 09.02.2019

22. The Judgment of the Learned Single Judge of the Delhi High Court in "Chandok Machineries v. SN Sunderson & Co. " as stated supra was a case where the majority of the Arbitrators had signed the award well within the time extended for making of the award and it was only one of the Three who had signed it thereafter. However, I beg to disagree with the observation of the Learned Judge that the provisions of Section 29A(4) of the 1996, Act empowers the Court to extend the time even after the making the award. Unlike, the language of Section 28(1)



of the 1940 Act which expressly empowers the Court to extend the time even after the award has been made, a similar power has not been incorporated in Section 29A of the 1996 Act.”

20. From a conspectus of the aforesaid judgments, it is clear that this Court and the Madras High Court have taken a consistent view that Section 29A of the 1996 Act does not contain any provision which empowers or enables the Court to grant extension of mandate of the Arbitrator after an award is passed, unless the application for extension is filed prior thereto and during its pendency the award is made. As brought forth in *National Skill Development Corporation (supra)*, there is a distinction in two situations, one where petition is filed prior to the award having been delivered and the award is delivered during the pendency of the petition and the other where a petition is filed after the award is delivered. While in the former case, Court can extend the mandate of the Arbitrator and award can be validated, in the latter situation, petition under Section 29 is not maintainable. This Court is not persuaded to take a view different from the one taken by two Co-ordinate Benches of this Court. Mr. Sannu also informs the Court during the course of hearing that Co-ordinate Bench of this Court in *Desire Infrabuild Pvt. Ltd. v. Oyo Apartments Investments LLP, OMP (Misc.)(Comm.) No.11512025*, Date of Decision: 18.08.2025, has also taken a view that a petition filed under Section 29A of the Act post-award is not maintainable.

21. Coming home to the facts of this case, indisputably, mandate was last extended by the Court upto 01.11.2024 and the award was signed and pronounced on 04.11.2024. Admittedly, no petition under Section 29A was pending when the award was pronounced and equally admitted is the position that it was only when



the Respondent filed objections against the award on 21.02.2025 that this petition was filed in July, 2025 i.e. eight months after receipt of the signed copy of the award. Clearly, when the award was pronounced, mandate of the Arbitrator had expired and since this petition was filed post passing of the award, it cannot be entertained and allowed.

22. In Rohan Builders (supra), which is relied upon by the Petitioner, but to my mind, does not inure to its advantage, the Supreme Court has ruled on two aspects: (a) Section 29A(4) empowers the Court to extend the period for making the award beyond a period of 12 months or 18 months, as the case may be, and this extension can be granted even where an application is filed after expiry of period under sub-Section (1) or extended period in terms of sub-Section (3) i.e. Court can extend the period for making the award at any time before or after the mandate expires; and (b) in a given case where an award is pronounced during the pendency of application for extension of period, the Court must decide the application under sub-Section (5) and may even, where an award has been pronounced invoke, when required and justified, sub-Sections (6) to (8) or the First and Third Proviso to Section 29A(4) of the 1996 Act. Learned Senior Counsel for the Petitioner is unable to point out any observation or direction in this judgment, which permits extension of the mandate of the Arbitrator on an application filed post-award.

23. Petitioner also relies on the judgment of the Kerala High Court in RKEC Projects Limited (supra). With due respect, I am not persuaded to follow the said judgment in light of the judgments of the Co-ordinate Benches of this Court in Powergrid Corporation (supra) and National Skill Development Corporation (supra). Insofar as judgment in Chandok Machineries (supra) is concerned, the same is distinguishable on facts. In the said case, the Court was dealing with a



*petition under Section 34 of the 1996 Act laying a challenge to arbitral award dated 12.06.2017, passed by three-member Arbitral Tribunal. Petitioner / Objector contended that mandate of the Arbitral Tribunal stood terminated on 13.06.2017 and the award though had a typed date of 12.06.2017, was passed only on 28.06.2017, which was a date mentioned under the signatures of one of the Arbitrators and therefore, the award was passed after the mandate had terminated and could not be given effect to. Respondent, on the other hand, contended that arbitral award was signed by two out of three Arbitrators on 12.06.2017 and therefore was a valid and enforceable award. It is in these facts that the Court observed that a bare perusal of the impugned award would show that it was signed by two members of the Arbitral Tribunal on 12.06.2017, a fact evident from the printed date as also from signatures of the third Arbitrator, which was prefixed by the remark ' approved'. Relying on provisions of Section 31 of the 1996 Act, which provide that where the Arbitral Tribunal consists of more than one Arbitrator, signatures of majority of the members shall be sufficient, so long as the reason for any omitted signature is stated as also on Section 29A of the 1996 Act, it was held that the award was not vulnerable on this ground. The judgment was carried in appeal by the Petitioner before the Division Bench in *Mis. Chandok Machineries v. Mis. S.N. Sunderson & Co.*, 2018 SCC OnLine Del 12782. It is clear from a reading of the judgment of the Division Bench that the validity of the award was upheld on the ground that the same was properly made within the time limit stipulated under the 1996 Act. The Division Bench noted that two Arbitrators had signed on 12.06.2017, just prior to the date on which mandate of the Arbitral Tribunal would have terminated under Section 29A i.e. 13.06.2017. The third Arbitrator signed the award on 28.06.2017*



and by subsequent order dated 05.08.2017, while disposing the application filed by the Respondent under Section 33(1)(a) of the 1996 Act, Tribunal gave reasons for the late signing of the award by the third Arbitrator. The Division Bench observed that the third Arbitrator had signed the award albeit belatedly and the reasons for late signing constituted sufficient compliance with Section 31 (2) of the 1996 Act and were good enough to cure the original lacuna in the award dated 12.06.2017. It is, therefore, clear that in the decision rendered by this Court in *Chandok Machineries (supra)*, since the award was signed by the majority, before the date of termination of the mandate of the Arbitrator, it was felt that there was no need for extension and validity of the award was upheld, which is not the case here.

24. Reliance by the Petitioner on the judgment in *KMP Expressways Ltd. (supra)*, is also misplaced. In the said case, mandate of the Arbitral Tribunal expired on 11.12.2022, after which Petitioner wrote to the Respondent on 13.03.2023, seeking extension for six months by mutual consent, but there was no response. Petitioner then filed a petition under Section 29A on 30.09.2023, after expiry of the mandate. Clearly, no award was pronounced in the said case and the Court extended the mandate by one year from 11.12.2022 for 'making the award', finding sufficient reasons for extension of the mandate.

25. The decision in *Harkirat Singh Sodhi (supra)* does not help the Petitioner as the facts were wholly different. From a reading of the judgment, it is clear that pleadings in the arbitral proceedings were completed on 29.08.2019, from which date twelve-month period expired on 29.08.2020. Period from 30.08.2019 to 15.03.2020 came to 197 days, both days included. In view of the directions of the Supreme Court in *Suo Motu W.P. (C) No. 3/2020*, period from 15.03.2020 till 28.02.2022 was to be excluded for



calculating the twelve-month period available for completion of proceedings. Therefore, mandate of the Arbitrator expired on 16.08.2022. Petition under Section 29A was filed on 21.12.2021 and the award was delivered on 30.08.2022, when the petition was pending. In light of these facts, Court allowed the petition and extended the mandate of the Arbitrator upto the date of award i.e. 30.08.2022. It is specially noted in paragraphs 18 and 25.7 that the petition seeking extension of the mandate was filed prior to the award and was pending consideration. In the present case, clearly, this petition is filed after the award was passed and this Court is not persuaded to entertain the application. 26. Accordingly, mandate of the Arbitrator cannot be extended beyond 01.11.2024 and the petition is dismissed, being bereft of merit. Pending application also stands disposed of.”

8. Similarly, on the petition under Section 34 of the Act, the learned Single Judge has, in paragraphs 30 to 33, stated as under:-

“30. This petition is filed on behalf of IHBAS i.e. Respondent in the above petition, under Section 34 of the 1996 Act for setting aside the arbitral award dated 04.11.2024 on several grounds. However, the main ground pleaded in the petition and pressed before the Court by the objector is that the arbitral award is invalid and non-est, having been pronounced on 04.11.2024 i.e. after the mandate of the Arbitrator had expired. Since this Court has dismissed O.M.P.(MISC.) (COMM.) 557/2025, declining to extend the mandate of the Arbitrator beyond 01.11.2024, there is substance in submission of the Petitioner that the award is non est and unenforceable. Court is thus not delving into other grounds raised on the merits of the disputes. 31. Accordingly, this petition is allowed on this short ground and arbitral award dated 04.11.2024, passed



by the learned Arbitrator, is hereby set aside. At this stage, Mr. Vashisht, learned Senior Counsel for the Respondent hands over a written note of additional submissions and urges that while Petitioner shall not press on the existence of the award dated 04.11.2024 since the same has been passed by the Arbitrator, who had become de Jure incapable of passing the award on 04.11.2024, however, as a necessary corollary, the Arbitrator be substituted under Sections 14, 15 and 29A(5), (6) and (7) of the 1996 Act and the substitute Arbitrator be directed to pass a fresh award, in accordance with law.

32. In my view, this plea cannot be accepted. Recourse can be taken to Sections 14 and 15 only during pendency of the arbitral proceedings and not after the award has been passed. Similarly, a petition under Section 29A can be filed for extension of the mandate of the Arbitrator only till such time the award is passed, with a caveat that if a petition is filed and is pending and an award is passed, the Court can, in a given case, decide the application under sub-Section (5) and may even invoke, when required and justified, sub-Sections (6) to (8) or First and Third Proviso to Section 29A(4) of the 1996 Act, as held by the Supreme Court in Rohan Builders (supra).

33. Petition is thus allowed and the impugned arbitral award dated 04.11.2024 is set aside, leaving the parties to take recourse to appropriate remedies available in law and if so, advised. Pending application also stands disposed of.”

9. The submission of Mr. Manish Vashisht, learned Senior Counsel appearing for the appellant is that, it is a matter of record that on 13.10.2024, the learned Arbitrator had communicated to all the parties and the DIAC that the award has been made and would be pronounced on 04.11.2024 owing to the intervening Diwali vacations. The award itself bears the internal date as



31.10.2024, before the mandate expired on 01.11.2024. According to him, the pronouncement on 04.11.2024 was only a ministerial act and cannot effect the validity of the award. He states that the scheme of Sections 29A and 31 of the Act contemplates the making of the award within time and not its pronouncement and the finding to the contrary, is legally unsustainable. It is his submission that the learned Single Judge has failed to appreciate that Section 43 of the Act makes the Limitation Act, 1963 applicable to arbitral proceedings.

10. Consequently, Section 4 of the Limitation Act, 1963 squarely applies, under which an act done on the next working day after the Court/Tribunal closure is deemed to be within limitation. He states that refusal to apply the settled principles renders the impugned judgment contrary to the statutory mandate and legislative intent.

11. He relies upon the judgment of the Supreme Court in ***Rohan Builder (India) Pvt. Ltd. v. Berger Paints India Limited, 2024 SCC OnLine SC 2494*** wherein according to him, it was categorically held that the termination of mandate under Section 29A is not absolute and that Courts possess powers to extend mandate even post expiry in order to further the paramount object of securing an arbitral adjudication. It is his endeavour to submit that by adopting a rigid and technical approach, the impugned judgment frustrates the very object of the Act.

12. We are not impressed by the submissions made by Mr. Vashisht for the reason that the learned Single Judge in her findings, which we have reproduced above, has relied upon the position of law laid down by this Court by stating that a consistent view has been taken that Section 29A of



the Act does not contain any provision, which empowers and enables the Court to grant extension of mandate of the Arbitral Tribunal after the award is passed unless the application for extension is filed prior thereto and the award is made during its pendency.

13. In this respect, the learned Single Judge has primarily relied upon the judgment of this Court in ***Power Grid Corporation of India Ltd. v. SPML Infra Ltd, 2023 SCC OnLine Del 3324***. Reference is also made to the judgment in the case of ***National Skill Development Corporation v. Best First Step Education Private Limited and Ors., 2024 SCC OnLine Del 1479*** wherein reliance was placed by the Court on the judgment in the case of ***Power Grid Corporation of India Ltd. (supra)***. The learned Single Judge has drawn a distinction between two sets of cases where in one case, the petition is filed prior to the award having been delivered and the award is delivered during the pendency of the petition and the other where the petition is filed after the award is delivered. In the former case, the Court can extend the mandate of the Arbitrator and the award can be validated whereas in the latter situation, the petition under Section 29 of the Act would not be maintainable.

14. The learned Single Judge has noted the ratio in the case of ***Power Grid Corporation of India Ltd. (supra)*** in paragraph 16 of the impugned order, which we have already reproduced above. Reliance is placed by Mr. Vashisht on the judgment of the Supreme Court in the case of ***Rohan Builders (supra)***. The said judgment has no applicability on issue which arises for consideration in this appeal, for the simple reason that in ***Rohan Builders (supra)***, the issue was whether an application for extension of the



mandate of the Arbitrator can be filed even after the period has expired. It is in that context that the Supreme Court held that the Court can extend the period for making the award at any time before or after the mandate expires. The relevant paragraph wherein the learned Single Judge has dealt with **Rohan Builders (supra)** is paragraph 22, which we have already reproduced. To that context, the conclusion was by the learned Single Judge is justified.

15. Mr. Vashisht has endeavoured to refer to the judgment of the Kerala High Court in **RKEC Projects Limited v. Cochin Port Trust, 2024 SCC OnLine Ker 4192**, which according to him held that the mandate of the Arbitrator can be extended even after the award has been passed. We do not agree with the opinion, in view of the two judgments of this Court. Hence, we are of the view that in the facts of this case, the conclusion drawn by the learned Single Judge cannot be faulted.

16. It is also important to note that in the absence of any prayer in the appeal challenging the order passed by the learned Single Judge in OMP (MISC.) (COMM.) No. 557/2025, the challenge to the order of the learned Single Judge dismissing the Section 34 petition is unsustainable as the conclusion therein is primarily following the conclusion in the petition under Section 29A(5) whereby, the time to render the award was not extended. The plea of Mr. Vashisht that making of an award and its pronouncement are two different concepts and the award having been made within the period, the same cannot be held as invalid, is unmerited. This we say so, as the award becomes enforceable/operational only when it is written; signed by the Arbitrator giving reasons on which it is based, having date and the



place of the Arbitration where it was made. All these acts were not done on or before 01.11.2024, but on 04.11.2024. In fact, the following observation by the learned Arbitrator makes it clear that the award was signed on 04.11.2024:-

“This award has been signed and engrossed on a stamp paper of INR 100/- and is pronounced today on 04.11.2024 at New Delhi. Claimant shall make up the deficiency in stamp duty within 30 days. The same shall be recoverable by the Claimant from the Respondent.”

17. Insofar as the plea of Mr. Vashisht on the applicability of Section 4 of the Limitation Act 1963, that the act done on the next working day after the Court/Tribunal's closure is deemed to be within limitation is concerned, the same is also unmerited. Here the question is not of the applicability of the Limitation Act but whether the mandate of the learned Arbitrator to make the award exists/continues. It existed till 01.11.2024 and not thereafter.

18. In view of the above, the learned Single Judge has rightly set aside the award. We are of the view that the appeal is liable to be dismissed. It is ordered accordingly.

V. KAMESWAR RAO, J

VINOD KUMAR, J

OCTOBER 15, 2025/sr