

GJBH010007822026 	Received on : 30/03/2026 Registered On : 30/03/2026 Decided On : 04/08/2026 Duration : 0Y-4M-5D
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**IN THE COURT OF 6th ADDITIONAL DISTRICT JUDGE,
AT BHARUCH**

CMA DC No. 37/2026

Appellant/s:

- (1) **Reliance Industries Ltd.**
Having its office at :
3rd Floor, Makers Chambers IV
222, Nariman Point,
Mumbai.
Also having its regional office at :
P.O. Dahej, Taluka : Vagra,
Dist. Bharuch.
(Arbitration Application No. 669 of 2022).

VERSUS

Respondent/s:

- (1) **Competent Authority & Special Land Acquisition
Officer, Bharuch.**

Having its office at :
Ground Floor, Jilla Seva Sadan,
Bharuch – 392 001.

- (2) **Dedicated Freight Corridor Corporation of India**
To be served through its Chairman,
Having its office at :
4th Floor, Block-A, SSNNL Office,
Chhani Jakatnaka, Vadodara.

Appearance:

Ld. Advocate Mr. H.I.Shah, for the Applicant.

Respondent nos. 1 & 2 – Ex-parte by passing an order below Exh.7 dated 01/07/2026.

An application U/s.29A of the Arbitration and Conciliation Act for extension of time.

JUDGMENT

1. This application has been filed by the Applicants under Section 29A of the Arbitration and Conciliation Act, 1996 (“the Act”) seeking extension of the mandate of the Hon’ble Arbitrator.

2. The Ld. Advocate for the applicant submitted that the applicant & respondents are parties to arbitration proceedings pending before the Ld. Arbitrator, Director of Fisheries, Gandhinagar, appointed under the Railways Act, 1989 (“the Act”) being Arbitration Application No.669 of 2022. The said proceedings arisen out of award dated 29/09/2012 (modified on dated 21.08.2014) passed by the Competent Authority bearing No.32/11/Bharuch/Dahegam with respect to acquisition of the non-agricultural lands of the applicant by the respondent no.2 for the purpose of “Execution, Maintenance, Management and Operation of Special Railway Project, Western Dedicated Freight Corridor”. It is further submitted that the arbitration is being conducted as per the provision of the Arbitration and Conciliation

Act, 1996. Section 29A of the said Act gives time limit of 12 months for making of the award within a period of 12 months from the date of completion of pleadings. Section 29A(4) empowers the Court to extend the period so specified either prior to or after the expiry of the said period. It is further submitted that, the parties have filed pleadings in the Arbitration Application, Application Affidavit, Amendment, Claim Sheet along with list of documents were filed by the original claimant. Applicant herein 03.04.2023. The award could not be made within a period of 12 months thereafter. It is further submitted that it would be appropriate to extend the period for making of award for a further period of three years from 02.04.2024. It is prayed that to extend the mandate of Ld. Arbitrator, Director of Fisheries, Gandhinagar, in Arbitration Application No.669 of 2022 for a further period of three (3) years from 02.04.2024.

3. Notices / Summons have been duly served to the respondents. But, they failed to remain present before the court. The Ld. Advocate of the applicant has filed application at Exh.7 praying to proceed ex-parte against the respondent nos. 1 & 2 and the matter has been proceeded ex-parte by passing an order below Exh.7 dated 01/07/2024.

Thereafter, the Ld. Advocate of the respondent no.2 has appeared through Vakaltnama at **Exh.8** and has also filed application at **Exh.9** for setting aside an ex-parte order which

was passed below **Exh.7** dated 01.07.2026. This court has granted the same dated 01.08.2026.

Thereafter, Ld. Advocate of the opponent no.2 has made an endorsement below Exh.1 dated 01.08.2026 that “No objection if the mandate is extended till 02/04/2027 as the hearing is concluded and the Arbitral Award is yet to be passed”.

4. Having heard the arguments of the applicant’s side and perusing the applications and other materials produced on record, it appears that the State has acquired the land of present applicant for the purpose of Execution, Maintenance, Management and Operation of Special Railway Project, Western Dedicated Freight Corridor (“Dedicated Freight Corridor”) under the provisions of the Act. The Special Land Acquisition Officer passed an award for compensation of the land belonging to applicant, which were acquired for the purpose of Execution, Maintenance, Management and Operation of Special Railway Project, Western Dedicated Freight Corridor (“Dedicated Freight Corridor”). The applicant dissatisfied with the amount of compensation so it would requested to refer the dispute to the Ld. Sole Arbitrator. In view of that, Ld. Sole Arbitrator, who is statutory appointed, preside over as an Arbitrator of the Arbitration Tribunal. It also transpires that applicant has filed a arbitration application, affidavit, amendment, claim sheet along with the list of documents on dated 03.04.2023 but, award could

not be made within the period of 12 months, therefore, applicant has filed this application U/s.29A of the Arbitration & Conciliation Act, 1996. It also appears that the arbitration proceedings have been ongoing for considerable time substantial pleadings & documents have been placed on record and several hearings have also taken place and therefore, if the mandate of arbitration proceedings are not extended then several efforts and time invested by parties is likely to go to vain. Moreover, opponent no.2 has also no objection if the mandate is extended.

5. It is pertinent to note that Section 29A deals with the mandate of the Arbitration Tribunal. In the case of **Rohan Builders (India) Private Limited Versus Berger Paints India Limited, reported in 2024 (0) AIJEL-SC 74024 SUPREME COURT OF INDIA**. The important paras of the said judgment are as follows :

15. Rohan Builders (India) Pvt. Ltd. (supra) highlights that an interpretation allowing an extension application post the expiry period would encourage rogue litigants and render the timeline for making the award inconsequential. However, it is apposite to note that under Section 29A(5), the power of the court to extend the time is to be exercised only in cases where there is sufficient cause for such extension. Such extension is not granted mechanically on filing of the application. The judicial discretion of the court in terms of the enactment acts as a deterrent against any party abusing the process of law or

espousing a frivolous or vexatious application. Further, the court can impose terms and conditions while granting an extension. Delay, even on the part of the arbitral tribunal, is not countenanced. [28] The first proviso to Section 29A(4) permits a fee reduction of up to five percent for each month of delay attributable to the arbitral tribunal.

16.xxxxxxx

17.xxxxxxx

18.xxxxxxx

19. In view of the above discussion, we hold that an application for extension of the time period for passing an arbitral award under Section 29A(4) read with Section 29A(5) is maintainable even after the expiry of the twelve-month or the extended six-month period, as the case may be. The court while adjudicating such extension applications will be guided by the principle of sufficient cause and our observations in paragraph 15 of the judgment.

5.1 The Hon'ble Supreme Court has clarified in above referred case that the court may extend the time for making the award even after the expiry of the original or extended period, provided sufficient cause is shown.

6. Herein in this case, Arbitrator is statutory arbitrator. Arbitrator is a Director of Fisheries, Gandhinagar appointed under the Railways Act, 1989. It appears from the application that the Arbitration Application, Application Affidavit, Amendment, Claim Sheet along with list of documents were filed by the

original claimant. Applicant herein 03.04.2023. But, award could not be made within the period of 12 months. Moreover, opponent no.2 has also no objection if the mandate is extended, therefore, considering the above facts & circumstances of the application, the claimants is justified the delay.

7. Having considered the submission and the stage of proceedings, I am satisfied that the delay justified and not deliberate. The proceedings have reached an advanced stage and refusing extension would result in duplication of work and unnecessary costs. In view of above, without going further discussion, I am of the view that interest of justice would be served if arbitration mandate is extended for one year from the date of receipt of this order. Hence, following order is passed.

:: FINAL ORDER ::

(1) The present CMA (DC) is hereby partly allowed.

(2) It is hereby ordered that the mandate of Ld. Arbitrator, Director of Fisheries, Gandhinagar in Arbitration Application No.669 of 2022 is hereby extended one year from the date of receipt of copy of this order.

(3) It is hereby ordered that The Arbitrator shall pronounced the award within this extended period and further directed to both the parties shall extend their co-operation to The Arbitration Tribunal to adjudicate this matter expeditiously.

(4) Accordingly, The Arbitral Tribunal is directed to proceed expeditiously.

(5) No order as to costs.

Signed & Pronounced in the open Court today on this 4th Day of August, 2026.

Place: Bharuch
Date: 04/08/2026

(P.M. Soni)
6th Additional District Judge,
Bharuch.
(Code No. GJ00747)