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**IN THE COURT OF THE SENIOR CIVIL JUDGE
(COMMERCIAL COURT), BERHAMPUR, DISTRICT –
GANJAM.**

Present: **Sri Asit Kumar Singh,**
Senior Civil Judge (Commercial Court),
Berhampur, District – Ganjam,
JO Code No. OD-00597

ARBITRATION PETITION No. 02/2026

(CIS No. 02/2026)

Dated this the 10th day of July' 2026

- 1. Union of India,** represented through Chief Engineer- Cum-ED, CPWD, Berhampur Project Zone, Raj Niwas, Utkal Nagar, Defence Colony, Jagannathpur, Berhampur- 760007,
- 2. The Executive Engineer-Cum-SM-II CPWD,** Berhampur Project Division, Plot No.AA-09, Defence Colony, Utkal Nagar, Jagannathpur, Berhampur- 760007.

.....Petitioners

-Versus-

Bichitra Narayan Mishra, CPWD-1 Contractor, aged about 55 years, S/o. Late Brundaban Mishra, Plot No.351, Jayadev Vihar, Bhubaneswar- 13, Dist. Khurda.

.....Opp. Party

Ld. Counsel for the Petitioners : Sri Asweeni Kumar Mohapatra,
Ld. G.P.,
Ld. Counsel for the Opp. Party : Sri Jatindra Kumar Mohapatra,
Advocate & Associates.

Date of Argument : 03.07.2026

Date of Order : 10.07.2026

ORDER

The petitioner has filed the application U/s 29-A (4 & 5) of the Arbitration and Conciliation Act, 1996 (herein after referred as 'Act') for extension of the mandate of the arbitrator by another six months to conclude the arbitration proceeding bearing ARBP no.12/2023.

2. The case of the petitioner as emerges from the application;

The arbitration proceeding has been initiated for the work of "Construction of Administrative Block, Language Block, Guest House- hospital, Central Computer Facility, Boys Hostel, Auditorium & Staff Quarters for Khallikote University at Palur Hills, Berhampur, Ganjam" and the agreement was signed accordingly.

The claimant filed ARBP No.60 of 2022 before the Hon'ble High Court of Orissa and after gone through the said arbitration petition, the Hon'ble High Court has

constituted the Arbitral Tribunal by justice Sri S.C.Parija, Sole Arbitrator vide order dtd.24.02.2023.

After receipt of the Order of the Hon'ble High Court, the Orissa High Court Arbitration Centre, Cuttack at Aain Seva Bhawan, Cuttack had taken steps for further proceedings as per the High Court of Orissa Arbitration Centre Rules and first date of the proceeding was initiated on 17.03.2023 and the proceeding has been re-numbered as Arbitration Proceeding No. 12 of 2023. The Claimant filed the Claimant Statement on 16.05.2023, the Respondents filed their Statement of Defence on 16.10.2023, the Rejoinder filed by the Claimant on 16.01.2024. Hence, the pleadings has been completed on 16.01.2024 (10 months) in terms of Section 23(4) of the Arbitration and Conciliation Act, 1996.

The arbitration proceeding was extended for a period of six months in terms of Section 29A(3) of the Arbitration and Conciliation Act, 1996, vide a joint memo dated 18.02.2025 filed by both parties and the Ld. Arbitrator taking into account the memo of both parties on mutual consent extended the period of Arbitration Proceeding on the basis of said memo for another six months.

During the oral evidence, the mandate of the Ld. Sole Arbitrator which was extended on mutual consent by the parties came to an end for which the present Opposite Party (Claimant before the Arbitral Tribunal) filed an application under Section 29A(4 & 5) registered as ARBP No. 01 of 2025 and this court extended the Arbitral proceeding for 6 months vide Order dated 07.08.2025.

As per the directions of this Court, the Arbitral proceeding should have been completed by 06.02.2026 but could not be completed for which the extension made by the parties in terms of section 29-A (4 & 5) was over due to unavoidable circumstances. But it is respectfully submitted here that the Arbitration Proceeding has already been come to a fag end where the argument from both the sides have been concluded and over. For such reason, the Hon'ble Tribunal with consent of the parties have directed the parties to file a joint application for extension of further time so that the proceedings can be concluded.

It is due to following of nitty gritty of procedure, examination and cross-examination of witness who have to appear from distant places because of their postings out of the vicinity and the complexity of the issues involved in the present dispute, coupled with the volume of documentary evidence and the number of witnesses examined, inherently required a comprehensive and thorough adjudication, which could not be concluded within the initial statutory periods despite the diligent efforts of the Arbitral Tribunal.

The balance of convenience lies overwhelmingly in favor of granting the extension, as it would facilitate the completion of the ongoing proceedings and the pronouncement of the award, thereby serving the paramount interest of justice and object the Arbitration and Conciliation Act, 1996.

The Arbitral Tribunal has conducted the proceedings with utmost fairness and impartiality and further

by giving adequate opportunity to both parties to substantiate their pleadings, hence, the extension sought is for a reasonable period, which is necessary to enable the Tribunal to conclude the remaining procedural aspects and deliver a well-reasoned award.

This Court, under Section 29A(4) & (5) of the Act of 1996 has the power to extend the period of making the award, even if the previous period has expired.

It is respectfully submitted that in the aforesaid proceeding, there is no such bar under Section 29A(4) for not applying for an extension of time when the proceeding is at the verge of completion. There is another practical difficulty that if these proceedings are not continued with than again the claimant or Department has to move a fresh application for appointment of Arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996 which will result in unwarranted delay in the conclusion of the proceeding and de-novo process.

In order to ensure that the arbitration proceedings are not frustrated and are brought to their logical conclusion, the Petitioner/Claimant is filing the present application before this Court under Section 29A(4 & 5) of the Arbitration and Conciliation Act, 1996.

The Petitioner has not filed any such application before any other Court for the extension of the mandate of the Arbitral Tribunal. The application is within the period of limitation and is prior to the expiry of the mandate of the Arbitral Tribunal.

The petitioner has a prima facie case and the balance of convenience also lies in its favour. Unless the mandate of the hon'ble Arbitrator is extended and the period for passing an Award is duly extended, the petitioner will suffer irreparable loss and injury. Hence, the parties prays to allow six months period for making the award in Arbitration Proceeding no.12 of 2023 pending before the Hon'ble Justice Sri S.C. Parija, Sole Arbitrator, Orissa High Court Arbitration Centre, Cuttack and pass orders as the Court may deem fit and proper in the circumstances of the case.

3. The OP entered his appearance on 24.06.2026 and filed a memo that he had no objection to the above application.

4. During the course of hearing, the ld. Counsels for both the parties reiterated the grounds taken in the petition and submitted that neither the party nor the Hon'ble Arbitrator but the proceeding got delayed due to various reasons including the nitty gritty of procedure, adducing evidence of witness from distant places & complexity of issues and there being no negligence or laches on the part of the Hon'ble Arbitrator. Extension of time for the period of three months is necessary for the completion of the arbitral proceeding and this Court can extend such time, in accordance with Sec. 29-A of the Act.

5. Before delving into the matter, it is important to take note of the provisions of law in this regard. Having heard the contention of Id. Counsel appearing for the petitioner, advertent to record it is pellucid that the petitioner has approached this Court for extension of time U/s. 29-A of the Act for completion of Arbitration proceeding. Sec. 29-A of the Act makes provision for extension of time under different contingencies. U/s. 29-A(3) of the Act, the parties may, by consent, extend the period specified in Sub-Sec.(1) for making award for a further period not exceeding six months. Sec. 29-A(4) of the Act authorizes termination of the mandate, if the award is not made within the extended period specified in sub-Sec.(3); but such mandate of the Hon'ble Arbitrator shall not terminate, unless the Court has, either prior to or after the expiry of the period so specified, extended the period. Authority is given to the Court to reduce the fees of the Hon'ble Arbitrator, if the delay is attributable to the Arbitral Tribunal. Extension of period is concomitant on showing sufficient cause by the parties to the proceeding on the basis of application filed on their behalf. Further, discretion is given to the Court to substitute the Arbitrator at the time of extending the period in suitable cases.

Thus, it is clear that extension can be given by the Court for completion of the arbitration proceeding under Sub-Sec.(4) of Sec.29-A of the Act, if parties apply for the same on contest. Even if the parties do not apply for

extension of time on consent, there is no embargo for extension of time after the expiry of the period as specified under Sub-Sec.(1), if such extension is required for the satisfaction of the Court.

6. In the present case in hand, as it appears the petitioner has taken the plea that the proceeding got delayed due to various reasons including the marking of voluminous documents and adducing evidence which are not attributable to the parties or the Hon'ble Arbitrator. It is of utmost importance to note that the O.P has filed no objection memo in this regard. It is pellucid that Hon'ble Arbitrator could not conclude the proceeding within the prescribed period as per the statutory provision U/s. 29-A of the Act, within the period of one year from the date of completion of pleading. As again, the Hon'ble Arbitrator further extended the time period of six months for completion of arbitration proceeding on the strength of joint memorandum filed both the parties as per the provision of Sec. 29-A(3) of the Act. The same was extended by this court vide order in Arbp case no. No. 1 of 2025 for further six months starting from 07.08.25. The time limit of completion of the arbitration proceeding expired on 09.02.25 and extension for further period as per Sec. 29-A(4) of the Act is prayed. On careful perusal of the documents and order sheets attached with the case record, it appears that the delay in the arbitration proceeding cannot be attributable to any kind of negligence on the part of the Hon'ble Arbitrator but the parties themselves. On careful perusal of the ordersheet of

Arbitration Proceeding no. 12/2023, it is made clear that the proceeding continued in regular course and is pending for conclusion of argument from the side of respondents.

Coming to the main points of discussions as to delay in filling this application for extension of the mandate, under the facts and circumstances of the case discussed, it would be appropriate for this Court to place its reliance in **Rohan Builders (India) Private Limited vs. Berger Paints India Limited**, (arising out of Special Leave Petition (civil) no. 23320 of 2022), wherein the Hon'ble Supreme Court has held that the expression "**either prior to or after the expiry of the period so specified**" under Section 29A (4) of the A&C Act is clear and unambiguous, allowing an application seeking extension of the arbitral tribunal's mandate to be filed even after the expiry of the 12 months period plus a 6 months' extension, if any granted by consent.

Further, the Hon'ble Apex Court held that Sec.29A of the A & C Act imposes a time limit for the delivery of the arbitral award but does not specify a limitation period for filing an extension application. Consequently, the Hon'ble Supreme Court found no basis to read such a limitation into the statute, as doing so would lead to unnecessary procedural hurdles. It reasoned that prescribing a limitation period, unless clearly stated should not be accepted, as bar by limitation has penal and fatal consequences.

The Hon'ble Supreme Court also emphasized that a court should grant an extension based on 'sufficient

cause’ rather than granting the extension on the mere asking. It reasoned that Section 29A of the A & C Act has built-in mechanisms to deter parties from causing undue delays, such as the power to substitute arbitrators under Section 29A (6) of the A & C Act and imposing exemplary costs under Section 29A (8) of the A & C Act.

Moreover, in regards to the sufficient cause, this Court would like to place its reliance on the observation made by the Hon’ble Apex Court in **Ajay Protect Private Limited vs General Manager & another** (Special Leave Petition (Civil) 2272 of 2024), wherein it was observed that *“efficiency is inextricably connected with expeditious conclusion of arbitration proceedings. While the statute incorporates party autonomy even with respect to the conduct and conclusion of arbitral proceedings, there is a statutory recognition of the power of the Court to step in wherever it is necessary to ensure that the process of resolution of the dispute is taken to its logical end, if according to the Court, the circumstances so warrant.”*

The Hon’ble Court further held that “the meaning of ‘sufficient cause’ for extending the time to make an award must take colour from the underlying purpose of the arbitration process. The primary objective in rendering an arbitral award is to resolve disputes through the agreed dispute resolution mechanism as contracted by the parties. Therefore, ‘sufficient cause’ should be interpreted in the context of facilitating effective dispute resolution.

On careful perusal of the documents and order sheets attached with the case record, it is evident that the arbitration has proceeded in due course. The delay cannot be attributed to any negligence or dilatory tactics on the part of the Hon'ble Arbitrator. The hindrances were practical and procedural in nature, stemming from the substantive volume of evidence and examination procedures.

Given that the proceedings have reached an advanced stage (pending only respondent arguments), and taking note of the Opposite Party's 'No Objection' memo, denying the extension would cause a fatal disruption, antithetical to the principles of party autonomy and expeditious resolution underpinning the Act. Therefore, guided by the Hon'ble Supreme Court's liberal interpretation of "sufficient cause" for the purpose of keeping the arbitral mechanism intact, this Court finds compelling grounds to grant the requested extension. In the considered opinion of this Court, the Hon'ble Arbitrator could not complete the arbitral proceedings because of the hindrances caused by the various factors as already discussed. Since the delay in completion of the arbitral proceedings is not attributable to the Hon'ble Arbitrator & there is no negligence on the part of the Hon'ble Arbitrator, so also there lies sufficient cause in this regard, ergo there is no embargo in granting extension of time as envisaged under section 29-A(4) of the Act.

Hence, it is ordered.

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ORDER

The petition/application under section 29-A of the Act filed by the petitioner is allowed on contest. Consequently, further three months time is extended for completion of arbitration proceeding no. 12/2023 from this day of order.

The parties to bear their own litigation expenses.

Sd/-
Senior Civil Judge,
Commercial Court,
Berhampur

The above is prepared as per my direct dictation on the office computer, corrected by me and pronounced by me in the open Court today i.e., on the **10th day of July, 2026** under my signature and seal of this Court.

Sd/-
Senior Civil Judge,
Commercial Court,
Berhampur