

GAHC040007942025



2026:GAU-AP:388

THE GAUHATI HIGH COURT

[THE HIGH COURT OF ASSAM, NAGALAND, MIZORAM & ARUNACHAL PRADESH]

ARBITRATION PETITION [C] NO. 2/2025

SRK Constructions & Projects Pvt. Ltd. Having its registered office at #6-3-665, Flat no. 501, Lumbini Enclave, Panjagutta, Hyderabad – 500082 represented by its duly constituted Power of Attorney holder, Sri Tara Tech, Director, T.K. Engineering Consortium Pvt. Ltd. Model Village, Naharlagun, PIN – 791110, Arunachal Pradesh.

.....Petitioner

-VERSUS-

1. The Chief Engineer, [Highways], PWD, Arunachal Pradesh, Itanagar, PIN – 791111.
2. The Chief Engineer, Zone V, Ministry of Road Transport & Highways, 1 Parliament Street, Transport Bhawan, New Delhi - 110001.
3. The Regional Officer, MORT&H Itanagar, House No. 522, Milan Nagar [Gutlung], Tezpur, Assam, PIN – 784001.

4. The Executive Engineer Naharlagun HW Division, PWD, Arunachal Pradesh, Nirjuli, PIN – 791110.

.....Respondents

WITH

ARBITRATION PETITION [C] NO. 3/2025

SRK – TK [JV], Joint Venture formed between M/s. SRK Construction and Projects Private Limited #6-3-665, Flat no. 501, Lumbini Enclave, Panjagutta, Hyderabad – 500082 and T.K. Engineering Consortium Pvt. Ltd., Model Village Naharlagun, Arunachal Pradesh, PIN – 791110, with the Joint Venture having its registered office at Model Village, Naharlagun, PO & PS – Naharlagun, 791110, District -Papum Para, Arunachal Pradesh and represented by the constituted Power of Attorney Holder, Sri Tara Tech, aged about 40years, son of Late Tech Kerap and working as Director, T.K. Engineering Consortium Pvt. Ltd. Model Village, Naharlagun, PO & PS – Naharlagun, 791110, District – Papum Para, Arunachal Pradesh.

.....Petitioner

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2. The Chief Engineer, Zone V, Ministry of Road Transport & Highways, 1 Parliament Street, Transport Bhawan, New Delhi - 110001.

3. The Regional Officer, MORT&H Itanagar, House No. 522, Milan Nagar [Gutlung], Tezpur, Assam, PIN – 784001.
4. The Executive Engineer Naharlagun HW Division, PWD, Arunachal Pradesh, Nirjuli, PIN – 791110.

.....Respondents

WITH

ARBITRATION PETITION [C] NO. 4/2025

SRK – TK [JV], Joint Venture formed between M/s. SRK Construction and Projects Private Limited #6-3-665, Flat no. 501, Lumbini Enclave, Panjagutta, Hyderabad – 500082 and T.K. Engineering Consortium Pvt. Ltd., Model Village Naharlagun, Arunachal Pradesh, PIN – 791110, with the Joint Venture having its registered office at Model Village, Naharlagun, PO & PS – Naharlagun, 791110, District -Papum Para, Arunachal Pradesh and represented by the constituted Power of Attorney Holder, Sri Tara Tech, aged about 39years, son of Late Tech Kerap and working as Director, T.K. Engineering Consortium Pvt. Ltd. Model Village, Naharlagun, PO & PS – Naharlagun, 791110, District – Papum Para, Arunachal Pradesh.

.....Petitioner

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1. The Chief Engineer, [Highways], PWD, Arunachal Pradesh, Itanagar, PIN – 791111.

2. The Chief Engineer, Zone V, Ministry of Road Transport & Highways, 1 Parliament Street, Transport Bhawan, New Delhi - 110001.
3. The Regional Officer, MORT&H Itanagar, House No. 522, Milan Nagar [Gutlung], Tezpur, Assam, PIN – 784001.
4. The Executive Engineer Naharlagun HW Division, PWD, Arunachal Pradesh, Nirjuli, PIN – 791110.

.....Respondents

WITH

ARBITRATION PETITION [C] NO. 5/2025

SRK – TK [JV], a Joint Venture formed between M/s. SRK Construction and Projects Private Limited #6-3-665, Flat no. 501, Lumbini Enclave, Panjagutta, Hyderabad – 500082 and T.K. Engineering Consortium Pvt. Ltd., Model Village Naharlagun, Arunachal Pradesh, PIN – 791110, with the Joint Venture having its registered office at Model Village, Naharlagun, PO & PS – Naharlagun, 791110, District -Papum Para, Arunachal Pradesh and represented by the constituted Power of Attorney Holder, Sri Tara Tech, aged about 39 years, son of Late Tech Kerap and working as Director, T.K. Engineering Consortium Pvt. Ltd. Model Village, Naharlagun, PO & PS – Naharlagun, 791110, District – Papum Para, Arunachal Pradesh.

.....Petitioner

-VERSUS-

1. The Chief Engineer, [Highways], PWD, Arunachal Pradesh, Itanagar, PIN – 791111.
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3. The Regional Officer, MORT&H Itanagar, House No. 522, Milan Nagar [Gutlung], Tezpur, Assam, PIN – 784001.
4. The Executive Engineer Naharlagun HW Division, PWD, Arunachal Pradesh, Nirjuli, PIN – 791110.

.....**Respondents**

BEFORE
HON'BLE MR. JUSTICE MANISH CHOUDHURY

Advocates :

Advocate for the Petitioner	:	Mr. B. Pathak, Advocate
Advocate for the Respondent nos. 1 & 4	:	Mr. R. Saikia, Standing Counsel, Highways and Mr. I. Bam, Advocate
Advocate for the respondent nos. 2 & 3	:	Mr. M. Kato, DySGI and Mr. T. Meto, Advocate
Date of hearing	:	22.04.2026
Date of pronouncement of judgment	:	22.04.2026
Whether the pronouncement is of the Operative part of the judgment ?	:	No
Whether the full judgment has been		

Pronounced ? : Yes

JUDGMENT & ORDER

[M. Choudhury, J]

I have heard Mr. B. Pathak, learned counsel for the petitioner; Mr. I. Bam, learned counsel on behalf of Mr. R. Saikia, learned Standing Counsel, Public Works Department [Highways], Arunachal Pradesh for the respondent nos. 1 & 4; and Mr. T. Meto, learned counsel on behalf of Mr. M. Kato, learned Deputy Solicitor General of India [DySGI] for the respondent nos. 2 & 3.

2. As the issue involved in all the four applications is common and the respondents involved are same, all the four applications are taken up together for consideration, at instance of the learned counsel for the parties.
3. Before dilating on the common issue involved, a brief narration of the background facts leading to the filing of the four applications is found necessary.

Arbitration Petition no. 02 [AP] of 2025

4. The petitioner is a company incorporated under the provisions of the Companies Act, 1956. The petitioner was awarded a contract-work, 'Double Laning of Papu-Yupia-Hoj-Potin Road from Km 0.00 to Km 53.00 in the State of Arunachal Pradesh under SARDP-NE [Package-A : Papu-Yupia Section from Km 0.00 to Km 10.00]' [hereinafter also referred to as 'Contract-Work no. I', at places for easy reference] by the respondents and in that connection, a Contract Agreement was executed on 03.09.2010. According to

the petitioner, it had fully executed the Contract-Work no. I. But, there was failure on the part of the respondents to make the corresponding contractual payment on the pretext of non-sanction of the revised cost estimate. The petitioner-contractor issued a notice on 20.10.2011 seeking resolution of the dispute relating to non-payment of contractual dues and other ancillary claims through arbitration as the Contract Agreement contained a clause for arbitration.

Arbitration Petition no. 03 [AP] of 2025

5. The petitioner is a joint venture of two companies, which are incorporated under the provisions of the Companies Act, 1956. The petitioner was awarded a contract-work, 'Double Laning of Papu-Yupia-Hoj-Potin Road from Km 0.00 to Km 53.00 in the State of Arunachal Pradesh under SARDP-NE [Package-B : Yupia-Hoj Section from Km 10.00 to Km 32.00]' ['Contract-Work no. II'] by the respondents and to that effect, a Contract Agreement was executed on 03.09.2010. According to the petitioner, it had fully executed the Contract-Work no. II. But, there was failure on the part of the respondents to make the corresponding contractual payment on the pretext of non-sanction of the revised cost estimate. The petitioner-contractor issued a notice on 20.10.2011 seeking resolution of the dispute relating to non-payment of contractual dues and other ancillary claims through arbitration as the Contract Agreement contained a clause for arbitration.

Arbitration Petition no. 04 [AP] of 2025

6. The petitioner in Arbitration Petition no. 03 [AP] of 2025 is also the petitioner in this petition. The petitioner was awarded a contract-work, 'Double Laning of Papu-Yupia-Hoj-Potin Road from Km 0.00 to Km 53.00 in the State of

Arunachal Pradesh under SARDP-NE [Package-C : Hoj-Potin Section from Km 32.00 to Km 53.00]' ['Contract-Work no. III'] by the respondents. After being awarded the Contract-Work no. III, a Contract Agreement was executed on 03.09.2010. According to the petitioner, it had fully executed the Contract-Work no. III but the respondent authorities did not release the corresponding contractual payment purportedly taking a ground that there was no sanction of the revised cost estimate. In such situation, it had to serve a notice dated 20.10.2021 upon the respondents seeking resolution of the dispute relating to non-payment of contractual dues and other ancillary claims through arbitration invoking the arbitration clause contained in the Contract Agreement.

Arbitration Petition no. 05 [AP] of 2025

7. The petitioner in Arbitration Petition no. 03 [AP] of 2025 and Arbitration Petition no. 04 [AP] of 2025 is also the petitioner in this petition. The petitioner was awarded a contract-work, 'Four Laning from Holongi to Itanagar [Total – 19.20 Km] [NH-52A]' ['Contract-Work no. IV'] by the respondents. A Contract Agreement dated 15.07.2011 was executed between the parties. According to the petitioner, it had fully executed the Contract-Work no. IV. But, there was failure on the part of the respondents to make the corresponding contractual payment purportedly due to non-sanction of the revised cost estimate. The petitioner-contractor issued a notice on 20.10.2011 seeking resolution of the dispute relating to non-payment of contractual dues and other ancillary claims through arbitration as the Contract Agreement contained a clause for arbitration.
8. The common case of the petitioners is that the arbitration clause in the four Contract Agreements provided for resolution of the dispute by three

Arbitrators, one each to be nominated by the respective parties, who, in turn, would appoint a Presiding Arbitrator. When after the petitioners nominated its Arbitrator, the respondents failed to nominate the Arbitrator from their ends, the petitioners preferred four applications viz Arbitration Petition no. 01 of 2022, Arbitration Petition no. 02 of 2022, Arbitration Petition no. 03 of 2022 and Arbitration Petition no. 04 of 2022 under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator. The four applications were disposed of by a common Order dated 30.03.2022 appointing an Arbitrator. Thereafter, as per consensus of both Arbitrators, a Presiding Arbitrator was appointed.

9. The Arbitral Tribunal commenced its proceedings thereafter. When a period of twelve months from the date of completion of pleadings expired on 23.11.2023 for the Arbitral Tribunal to make the award, the term of the Arbitral Tribunal was extended for a further period of six months up to 23.05.2024, as per the consent of the parties and in terms of Section 29A[3] of the Arbitration and Conciliation Act, 1996. As the mandate of the Arbitral Tribunal was to be exhausted on 23.05.2024, four applications were filed under Section 29A[4] and Section 29A[5] of the Arbitration and Conciliation Act, 1996 before this Court seeking extension of the period of the Arbitral Tribunal. Those four applications were registered and numbered as Arbitration Petition no. 03 of 2024, Arbitration Petition no. 04 of 2024, Arbitration Petition no. 05 of 2024 and Arbitration Petition no. 06 of 2024. By a common Order dated 14.05.2024, a Coordinate Bench of this Court disposed of the said four applications extending the time period of the Arbitral Tribunal for another six months from 23.05.2024 to 23.11.2024.
10. When the proceedings before the Arbitral Tribunal could not be completed before 23.11.2024, four applications were again preferred by the petitioners

under Section 29A[4] and Section 29A[5] of the Arbitration and Conciliation Act, 1996 seeking extension of mandate of the appointed Arbitral Tribunal consisting of three Arbitrators. Those four applications were registered and numbered as Arbitration Petition no. 8 of 2024, Arbitration Petition no. 9 of 2024, Arbitration Petition no. 10 of 2024 and Arbitration Petition no. 11 of 2024. All those four applications were disposed of by separate Orders, all dated 19.12.2024, extending the mandate of the Arbitral Tribunal for a further period of six months with effect from 23.11.2024 up to 23.05.2025.

11. The arbitration proceedings continued before the Arbitral Tribunal till 16.05.2025. On 16.05.2025, the Arbitral Tribunal observed that it would be expedient for the parties to approach the Court for further extension of time for completion of the arbitration proceedings. The Arbitral Tribunal had observed that owing to voluminous records of the four arbitration matters and also due to the professional commitments of the Presiding Arbitrator, it would be expedient for the parties to request for extension of at least one year for completion of the arbitration proceedings.
12. It is in the afore-stated backdrop, the present four applications under Section 29A[4] and Section 29A[5] of the Arbitration and Conciliation Act, 1996 have been preferred seeking extension of the mandate of the appointed Arbitral Tribunal comprising of three Arbitrators in respect of Arbitration Case no. 01 of 2022, Arbitration Case no. 02 of 2022, Arbitration Case no. 03 of 2022 and Arbitration Case no. 04 of 2022 for a further period of one year with effect from 23.05.2025.
13. On filing of the applications, this Court, by Order dated 26.05.2025, directed issuance of notices to the respondents.

14. For consideration of the common issue involved in these four applications, it would be appropriate to refer to the definition of 'Court' provided in Section 2 [1][e] and the provisions contained in Section 29A of the Arbitration and Conciliation Act, 1996. For ready reference, the same are quoted hereinbelow :-

2[1][e]. "Court" means—

[i] in the case of an arbitration other than international commercial arbitration, the principal Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, but does not include any Civil Court of a grade inferior to such principal Civil Court, or any Court of Small Causes;

[ii] in the case of international commercial arbitration, the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, and in other cases, a High Court having jurisdiction to hear appeals from decrees of courts subordinate to that High Court.

29A. 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:

Provided that the award in the matter of international commercial arbitration may be made as expeditiously as possible and endeavor may be made to dispose of the matter 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.

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.

15. Till 29.01.2026, there were divergent views of different High Courts as regards 'the Court' which can extend the period under Section 29A[4] of the Arbitration and Conciliation Act, 1996, if an Arbitral Tribunal, either appointed by the High Court in exercise of powers conferred by Section 11[6] of the Arbitration and Conciliation Act, 1996 or by the parties concerned, does not complete proceedings within the required time limit or extended time limit as provided by Section 29A[1] and Section 29A[3] respectively. The issue has

been finally set at rest by an authoritative pronouncement of the Hon'ble Supreme Court of India in **Jagdeep Chowgule vs. Sheela Chowgule and others, [2026] INSC 92**, decided on 29.01.2026.

16. In Jagdeep Chowgule [supra], the Hon'ble Supreme Court has framed the following question for answer :-

If an arbitral tribunal - appointed by the High Court or by the parties concerned – does not complete proceedings within the required or extended time limit, can an application to extend time under Section 29A of the Act can be filed before the High Court or the Civil Court?

17. After referring to the definition of 'Court' provided in Section 2[1][e] and the provisions of Section 11, Section 29A and Section 42 of the Arbitration and Conciliation Act, 1996 and surveying a number of authorities, the Hon'ble Supreme Court has answered the question in the following manner :-

- [i] Sub-Section [1] of Section 29A mandates that the award shall be made within 12 months of the completion of pleadings before the Arbitral Tribunal. While sub-Section [2]incentivises expeditious making of the Award, proviso to sub-Section [4] and sub-section [8]authorises the Court to impose penalty for delay in making the award.
- [ii] Sub-Section [3] enables parties, by consent, to extend the period of 12 months for making the award by a further period not exceeding 6 months.

- [iii] If the award is not made within the stipulated period of 12 months or the extended period of 6 months, the mandate of the arbitrator[s] shall terminate.
- [iv] This termination is subject to the power of the Court to extend the period.
- [v] **The ‘Court’ under Section 29A shall be the Civil Court of ordinary original jurisdiction in a district and includes the High Court in exercise of its original civil jurisdiction under Section 2[1][e], and shall not be the High Court or the Supreme Court under Section 11[6] of the Act. Equally, Section 42 of the Act relating to jurisdiction for application will not apply to Section 11 of the Act.**
- [vi] **There is no statutorily prescribed time limit for the Court to exercise its power under Section 29A[4] for extending the period, except for its own restraint. The Court can exercise the power before or after the expiry of the period under sub-Sections 29A[1] or [3]. Further, there is no prescription of outer limit for extending time for conclusion of arbitral proceedings. Given this power, the Court will exercise it with circumspection, balancing the remedy with rights of other stake holders.**
- [vii] **The power of the Court to extend the time under sub-Section [4] may be exercised on an application by any of the parties. Once such an application for extension of time is pending, the mandate of the arbitrator shall continue till the disposal of such application under sub-Section [9]. The Court shall also endeavour to dispose of such an application within 60 days.**

[viii] Under Section 29A[6], while exercising the power of extension, it shall be open to the Court to substitute one or all the arbitrators. This is a discretionary power that the Court would exercise in the facts and circumstances of the case. Upon substitution, the reconstituted tribunal shall be deemed to be in continuation of the previously appointed tribunal as per Section 29A[7] and shall continue from the stage already reached and on the basis of evidence already on record. The newly appointed arbitrators shall be deemed to have received the evidence and materials.

[ix] Vesting of the power of substitution, under Section 29A[6], is on the Court and this Court is the Court as defined in Section 2[1][e]. The text as well as the context for identifying the Court in Section 29A[6], as well as in 29A[4], is the Court in Section 2[1][e]. The expression 'Court' in other provisions must be guided by the meaning given in Section 2[1][e].

18. While answering the question, it has been held that exercise of jurisdiction under Section 11[6] of the Arbitration and Conciliation Act, 1996 stands exhausted upon constitution of the Arbitral Tribunal. There is no residual supervisory or controlling power left with the High Court over the arbitral proceedings after appointment is made. The referral court becomes functus officio once appointment has been made. The extension of mandate of an Arbitral Tribunal under Section 29A does not partake the character of 'appointment' under Section 11 and it is a measure designed to ensure timely conclusion of arbitration. The expression, 'Court' in Section 29A must, therefore, be accorded the meaning assigned to it under Section 2[1][e].

19. In view of such authoritative pronouncement in **Jagdeep Chougule** [supra], the present four applications filed under Section 29A[4] and Section 29A[5] of the Arbitration and Conciliation Act, 1996 are found not maintainable. It is the Civil Court of ordinary original jurisdiction in the concerned district which has jurisdiction to entertain and dispose of such applications. It is settled that there is no statutory prescribed time limit for the Court to exercise its power under Section 29A[4] of the Arbitration and Conciliation Act, 1996 for extending the period, except for its own restraint. In such view of the matter, these four applications are held to be not maintainable. The parties are, therefore, at liberty to move the Civil Court of ordinary original jurisdiction of the concerned district for further extension of the mandate of the Arbitral Tribunal by filing applications under Section 29A[5] for exercising the said Court's power under Section 29A[4] for extension of the mandate of the Arbitral Tribunal. On filing of such applications, the Court shall consider the applications to pass appropriate orders as per law. It is observed that this order would not have the effect of reopening the rights of the parties concluded under any previous order of this Court.

JUDGE

Comparing Assistant