



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

WRIT PETITION NO. 3420 OF 2021 (GM-RES)

BETWEEN:

MR. V. S. SITARAM
SON OF MR V R SUBRAMANIAM
AGED ABOUT 63 YEARS,
RESIDING AT NO.61,
PRESTIGE OZONE
WHITEFIELD MAIN ROAD,
BANGALORE - 560 066

...PETITIONER

(BY SRI.C.K.NANDAKUMAR, SENIOR ADVOCATE FOR
SRI.RAGHURAM CADAMBI, ADVOCATE)

AND:

INNOVATIVE FOODS LIMITED
HAVING ITS REGISTERED OFFICE AT
CHAKOLAS HABITAT A BLOCK
I C THEVARA FERRY ROAD,
COCHIN KERALA - 682 013
REPRESENTED BY ITS DIRECTOR

...RESPONDENT

(BY SRI.BIBH V.KITTUR, ADVOCATE ALONG WITH
SRI.N.K.DILIP, ADVOCATE)

THIS WP IS FILED UNDER ARTICLE 226 AND 227 OF THE
CONSTITUTION OF INDIA, PRAYING TO-CALL FOR RECORDS IN
THE PROCEEDINGS IN A.A.NO.92/2020 ON THE FILE OF THE
HONBLE LX ADDITIONAL CITY CIVIL AND SESSIONS JUDGE,
BANGALORE CITY (CCH-61)SET ASIDE THE IMPUGNED ORDER
DATED 04.02.2021 PASSED BY THE HONBLE LX ADDITIONAL



CITY CIVIL AND SESSIONS JUDGE, BANGALORE CITY (CCH-61)
IN THE PROCEEDINGS IN A.A.NO.92/2020 ANNEXURE-A AND
ETC.,

THIS PETITION, COMING ON FOR FINAL HEARING, THIS
DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

ORAL ORDER

Aggrieved by the order passed in A.A.No.92/2020 dated
04.02.2021 passed by the LX Additional City Civil and Sessions
Judge, Bangalore City (CCH-61), the petitioner/applicant is
before this Court.

2. The facts of the case as stated by the petitioner are
that the petitioner was the managing director and Chief
Executive Officer of the respondent/company. Disputes arose
over payments due to the petitioner upon his termination from
service. Upon the arbitral tribunal being constituted, the
petitioner filed his claim statement on 11.02.2019. The
respondent filed its statement of objections on 21.03.2019.
Issues were framed on 28.03.2019. Additional issues were
framed at the request of the respondent on 26.04.2019.
Amended statement of objections filed by the respondent on
11.06.2019 pursuant to an amendment application filed by it. It



is stated that upon the pleadings being completed in the arbitration, a detailed trial ensued. The respondent has sought to delay the proceedings and also sought several adjournments during the proceedings. In terms of Section 29-A (3) of the Arbitration and Conciliation Act, 1996, an extension of six months was initially sought on 12.12.2019 by the mutual consent of the parties, the time period to pass the award was extended by a period of six months.

3. The petitioner and the respondent had addressed their arguments in full in March 2020. The matter was set down for reply arguments. At that point of time, owing to the COVID-19 pandemic, the Government of India announced a nation-wide lockdown from 23.03.2020. The efforts made by the petitioner to have the matter hear at the earliest went futile as the Karnataka Arbitration Centre was also not taking up matters for hearing. It is stated that during that time, the Hon'ble Supreme Court of India in the petition is Suo Moto Writ Petition No.3 by way of an order dated 23.03.2020 directed that the period of limitation in all proceedings, irrespective of the limitation prescribed under the general law or Special Laws whether



condonable or not shall stand extended with effect from 15.03.2020 till further orders to be passed by it in the proceedings. Section 29-A of the Arbitration and Conciliation Act does not prescribe a period of limitation, but fixes a time to do certain acts i.e., making an arbitral award within a prescribed time. It is stated that upon the reopening of the Karnataka Arbitration Centre on 30.07.2020, the parties addressed their reply arguments and the Hon'ble Tribunal was pleased to reserve the matter for passing of the award.

4. It is stated that in view of the orders of the Hon'ble Supreme Court, there is sufficient time remaining to pass the award. The Tribunal granted permission for the extension of time to make the award by way of consent from both the parties. However, by way of abundant caution, the Tribunal also granted leave to the parties to approach the Civil Court to obtain a formal extension. It is stated that the petitioner has immediately filed the Extension Application in A.A.No.92/2020 on the file of the City Civil Court on 05.08.2020. The respondent having previously consented, surprisingly objected to the petition. The extension application was heard in detail by



the City Civil Court. The petitioner filed his written arguments and list of authorities on 29.01.2021 in open court after serving a copy to the respondent. It is stated that on 04.02.2021, the impugned order was passed without any reference to the mutual consent before the Tribunal, the 2019 amendments to the Act and the written arguments filed by the petitioner. Aggrieved by the said order, the petitioner is before this Court.

5. The Civil Court had dismissed the application filed by the petitioner. Considering Section 29-A (4) of the Arbitration and Conciliation Act i.e., prior to the amendment and held that the Section clearly speaks about the period for extension of time to conclude arbitration. However, in the present case, the Arbitrator has already passed the award. Therefore, the application itself is infructuous. The main object of Section 29-A has been incorporated in the parent Act to time limit for arbitration award and which is expeditious in nature and the trial Court can extend the time as prescribed under the said Act if the arbitrator has not passed the award. However, the Arbitrator has already passed the award. Hence, the application



is not maintainable. Accordingly, the Civil Court had dismissed the application.

6. Learned counsel appearing for the petitioner submits that the finding of the Civil Court is contrary to law and contrary to the facts of the case. It is submitted that the Civil Court has failed to look at the amended provision of Section 29-A (4) of the Act particularly the second proviso to the Section that provides that the mandate of the arbitrator shall continue till the disposal of the application upon the filing of the application. It is submitted that the Civil Court has erred in holding that it can extend the time as prescribed under the Act only if the Arbitrator has not passed the award. It is submitted that by way of abundant caution, the application under Section 29-A was filed. If the Civil Court felt that such a petition was not necessary on account of the orders of the Supreme Court in the suo moto writ petition, the Civil Court ought to have recorded that the petition was not necessary. It could not have dismissed the application.

7. Learned counsel had drawn the attention of this Court to the judgment of the Delhi High Court in case of **ONGC Petro**



Additions Limited Vs. Ferns Construction Co. Inc.¹. He had relied on paragraph No.26 which reads thus:

"26. In view of my above discussion, it must be held that the provisions of Section 29A (1) shall be applicable to all pending arbitrations seated in India as on August 30, 2019 and commenced after October 23, 2015."

8. Relying on this, it is submitted that the amended provision will apply to all the arbitrations that are pending and are commenced after 23.10.2015. He had relied on the judgment of the Hon'ble Apex Court in case of ***Rohan Builders (India) Private Limited Vs. Berger Paints India Limited***². He had relied on paragraph Nos.7, 14 and 23 which reads thus:

"7. The expression "either prior to or after the expiry of the period so specified" is unambiguous. It can be deduced by the language that the court can extend the time where an application is filed after the expiry of the period under sub-section (1) or the extended period in terms of sub-section (3). The court has the power to extend the period for making an award at any time before or after the mandated period."

14. Accordingly, the termination of the arbitral mandate is conditional upon the non-filing of an extension application and cannot be treated as termination stricto sensu. The word "terminate" in the contextual form does not reflect termination as if the proceedings have come to a legal and final end, and cannot continue even on filing of an application for extension of time."

¹ 2020 SCC OnLine Del 2582

² (2025) 10 SCC 802



Therefore, termination under Section 29A(4) is not set in stone or absolutistic in character.

23. 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 19 of the judgment."

9. It is submitted that even after passing of the award also, an application under Section 29 is maintainable. Learned counsel had relied on the judgment of the Hon'ble Apex Court in case of ***C.Velusamy Vs. K.Indhera***³. He relied on paragraph Nos.14, 15, 21, 22 and 23 which reads thus:

"14. Section 29A of the Act does not, in terms, bar an application for extension of the mandate of an arbitrator in the event of the delivery of an award. There is no such prescription anywhere in the section. In the first place, if an award is made after expiry of the mandate, then there is no doubt about the fact that such an award is non est. A better expression would be to hold that such an award would be unenforceable under Section 36. Such an award need not be challenged under Section 34.

15. Naturally, a unilateral act or the indiscretion of the arbitrator in making such an award will have no bearing on the power and jurisdiction vested in the Court under Section 29A. We have more hesitation in concluding that the Parliament has never intended that the act of an arbitrator in delivering an award when the mandate had expired would denude the power and jurisdiction vested in the Court. This power and jurisdiction stand on its

³ 2026 SCC OnLine SC 142



own footing and is uninfluenced by the act of the arbitrator in passing an award without mandate.

21. In view of the above analysis, we are of the opinion that provisions of the Act, particularly Section 29A, must not be interpreted to infer a threshold bar for an application under Section 29A(5) for extension of the mandate of the arbitrator even when an award is passed, though after the expiry of the mandate.

22. While interpreting an enactment providing legal remedies for the resolution of disputes, a constitutional court has the obligation to ensure that the provision is: (a) accessible, (b) affordable, (c) expeditious and (d) cohesive. Accessibility requires the remedy to be easily available²⁵. Affordability is an aspect that is related to the cost of availing the remedy, it must be at a reasonable price. Expeditious nature of a remedy is concerned with the quick disposal and abhors unreasonable delays. Yet another facet of effective remedy is in its cohesiveness.

23. In conclusion, we hold that an application under Section 29A(5) for extension of the mandate of the arbitrator is maintainable even after the expiry of the time under Sections 29A(1) and (3) and even after rendering of an award during that time. Such an award is ineffective and unenforceable. But the power of the court to consider extension is not impaired by such an indiscretion of the arbitrator. While considering the application, the Court will examine if there is sufficient cause for extending the mandate, and in the process, it may impose such terms and conditions as the situation demands. The Court will also take into account other factors such as reduction of the fee of the arbitrator under proviso to Section 29A(4) and also impose costs on parties if the fact situation so demands. Substitution is an option for the Court as the provision itself says, "it shall be open for the Court to substitute", and it will be exercised carefully. If the mandate is extended, the arbitral tribunal will pick up the thread from where it was left, and seamlessly continue the proceeding from the stage at which the mandate had expired, and conclude within the time granted."



10. Relying on this, it is submitted that an application under Section 29-A can be filed even after the arbitral award is passed and in case, this application for extension of time is not allowed by the Civil Court, then the award becomes unenforceable. This aspect was not considered by the Civil Court. Further, it is submitted that even otherwise the application is within limitation in the light of the orders passed in suo moto case.

11. Learned counsel appearing for the respondent submits that the six months' time is already extended and after that the award is passed by the Arbitrator. The petitioner has already questioned the award passed by the Arbitrator and the same is pending consideration. It is submitted that the Civil Court had rightly dismissed the application as already the award is passed. It is submitted that when the time for passing the award has expired and the same is pending consideration before the Civil Court, the Arbitrator becomes *functus officio* and he cannot pass any order. Learned had relied on the judgment of the Hon'ble Apex Court in case of **Mohan Lal Fatehipuria Vs. M/s. Bharat Textiles & Others** arising out



HC-KAR

NC: 2026:KHC:16655
WP No. 3420 of 2021

of **SLP(C).No.13759/2025 dated 10.12.2025**. He had relied on paragraph No.12 which reads thus:

"12. We are conscious of the fact that a two Judge Bench of this Court has interpreted the word 'terminate' in Section 29A(4), while dealing with an issue whether an application for extension of time for passing the arbitral award is maintainable even after the expiry of twelve months or extended six month period, as the case may be. It has been held that on expiry of the initial period of six month and extended period of six months, the Arbitral Tribunal becomes functus officio but not in absolute terms. It has further been held that the termination of arbitral mandate is conditional upon the filing of an application for extension and cannot be treated termination stricto sensu. It has also been held that the legislature by using the word 'terminate' intends to affirm the principle of party autonomy. However, the fact remains that on expiry of initial period or extended period, the arbitrator cannot proceed with the arbitration proceeding and his mandate terminates, subject to an order which may be passed by the Court in a proceeding under Section 29A(4) of the Act."

12. Learned counsel for the respondent has also relied on the judgment of the Hon'ble Apex Court in **Rohan Builders (India) Private Limited's** case referred supra. Further, he has relied on the judgment of the Madras High Court in **Suryadev Alloys and Power Pvt. Ltd. Vs. M/s. Shri Govindraj Textiles** arising out of **O.P.No.955/2019 and 15/2020 dated 08.05.2020**. He had relied on paragraph No.12 which reads thus:



"12. Let us now juxtapose this position with the provisions contained in Section 29A which deals with the time limit for making an award. For the above purpose, the provisions of Section 29A(1), (3), (4) and (5) may be analysed and the following propositions arise:

(a) That mandatorily an award has to be made within a period of 12 months from the date on which the Arbitral Tribunal enters upon the reference.

(b) If the Arbitral Tribunal does not make the award within the above stated period of One year, there are two remedies available to the parties:-

(i) The parties to the proceedings can by consent extend the period by a further Six months and such discretion should be exercised before the period of One year specified in Section 29A(1) comes to an end. The fact that the consent has to be given by the parties before the period specified in Section 29A(1) comes to an end is evident from a reading of Section 29A(4) which lays down that at the end of the period of One year, the mandate of the Arbitrator comes to an end.

(ii) If the parties are unable to reach a consensus/agreement on the extension, then before or after the expiry of the period of One year, any one of the party can move the Court for extension of the period and in such circumstances, the Court can extend the period even beyond the Six months as the cap on extension for a period of Six months is prescribed only when the parties by consent extend the period for making the award as specified in Section 29A(3).

(c) If the Arbitral Tribunal is unable to make the award after the period of One year specified in Section 29A(1) and the parties have not arrived at any agreement for extending the period or where the parties have entered into an agreement as provided in Section 29A(3) and still the Arbitral Tribunal is unable to make an award, the parties may either before or after the period specified in Section 29A(1) or the extended period specified in Section 29A(3) move the Court for an extension.

(d) The above extension would be granted by the Court:

(i) On an application by any of the parties,

(ii) On sufficient cause being shown; and



(iii) On such terms and conditions as the Court may impose."

13. It is submitted that the award ought not to have been passed by the Arbitrator without extension of time by the Civil Court. It is submitted that after passing of the award, the question of filing an application under Section 29 and extending the same would not arise. It is submitted that the impugned order is a well considered order and requires no interference from this Court.

14. Having heard the learned counsels on either side, perused the entire material on record. The undisputed facts are that when the award was not passed within twelve months, extension of six months was sought. Even after the six months' time also the proceedings could not be concluded. Both the parties have accepted for extending the same by another two months. Thereafter, the petitioner has filed the application under Section 29 of the Act. During the pendency of the application for extension, the award was passed.

15. The Civil Court had dismissed the application on the ground that the award was passed and the application seeking



extension of time has become infructuous. It is the contention of the petitioner that having given consent by the respondent, now when the award of the Arbitrator is questioned, the respondent is raising the ground that the time was not extended by the Court and the award is unenforceable. This Court is not able to appreciate the submission of the respondent that when the time is not extended by the Court, the Arbitrator becomes *functus officio*. As rightly submitted by the learned counsel for the petitioner, the Civil Court has only considered Section 29 of the Act, prior to amendment, whereas the Court has failed to consider the provision after the amendment. The submission of the counsel for the respondent that, only the provision prior to amendment will apply, has no legs to stand and in this regard, learned counsel for the petitioner has relied on judgment of the Delhi High Court in **ONGC Petro Additions Limited**'s referred supra which applies to the present case.

16. In the light of the judgment of the Hon'ble Supreme Court in **C.Velusamy**'s case referred supra makes it clear that Section 29-A of the Act does not, in terms, bar an application



for extension of the mandate of an arbitrator in the event of the delivery of an award. There is no such prescription anywhere in the section. The Hon'ble Apex Court had observed that in the first place, if an award is made after expiry of the mandate, then there is no doubt about the fact that such an award is *non est*. A better expression would be to hold that such an award would be unenforceable under Section 36. Such an award need not be challenged under Section 34. Further, it is observed that the act of an arbitrator in delivering an award when the mandate had expired would denude the power and jurisdiction vested in the Court. This power and jurisdiction stand on its own footing and is uninfluenced by the act of the arbitrator in passing an award without mandate. It is also observed that Section 29-A must not be interpreted to infer a threshold bar of an application under Section 29-A (5) for extension of the mandate of the Arbitrator even when an award is passed, though after the expiry of the mandate.

17. The Hon'ble Apex Court has concluded that an application under Section 29-A (5) for extension of the mandate of the Arbitrator is maintainable even after the expiry



of the time under Sections 29A (1) and (3) and even after rendering of an award during that time. The power of the Court to consider extension is not impaired by such an indiscretion of the Arbitrator. While considering the application, the Court will examine if there is sufficient cause for extending the mandate and in the process, it may impose such terms and conditions as the situation demands. The Court will also take into consideration the other circumstances. In the light of the said judgment, in the facts of this case, even after the award is passed by the Arbitrator, still the Court has to consider the application filed under Section 29 of the Act. After considering the application, if the Court comes to the conclusion that time cannot be extended, then the award that is already passed would become unenforceable.

18. When the Act provides for a remedy for extension of time before the Court, that is where the judicial intervention is required for extension of time. The Civil Court ought not to have dismissed the application on the ground that award is passed and that it has become infructuous. In the light of the law laid down in the ***C.Velusamy***'s case, the Civil Court ought



to have considered the application on the merits of it. Learned counsel for the petitioner submits that the application can be allowed in the light of the circular issued in the *suo moto* case by the Hon'ble Supreme Court during the COVID-19 period. This Court is not inclined to go into those aspects as the same would be considered by the Civil Court while considering the application filed by the petitioner. In view of the above discussion, this Court deems it appropriate to set aside the order passed by the Civil Court and remand the matter. Hence, this Court is passing the following order:

ORDER

- i. The order passed in A.A.No.92/2020 dated 04.02.2021 by the LX Additional City Civil and Sessions Judge, Bangalore City (CCH-61), is **set aside** and the matter is **remanded back** to the Civil Court.
- ii. The Civil Court in the light of the law laid down in **C.Velusamy's** case, shall consider the application in accordance with law.



iii. Accordingly, the writ petition is ***allowed***.

iv. All I.As. in this petition shall stand closed.

SD/-
(LALITHA KANNEGANTI)
JUDGE

MEG
List No.: 1 Sl No.: 38