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

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***Date of Decision: 10.09.2026***

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**CNR No. DLHC010391162026**

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**O.M.P.(MISC.)(COMM.) 664/2026****AYVENS INDIA PRIVATE LIMITED FORMERLY KNOWN AS  
LEASEPLAN INDIA PRIVATE LIMITED .....Petitioner****Through: Mr. Paritish Budhiraja and Ms. Larika  
Khandelwal, Advs. (through v/c)****versus****ECOGREEN ENVIROTECH SOLUTIONS LIMITED.....Respondent****Through: Mr. Kushank Garg, Adv.****CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition has been filed under section 29A(4) of the Arbitration and Conciliation Act, 1996 ("A&C Act") seeking extension of mandate of the learned Sole Arbitrator for completing the arbitral proceedings and rendering of the arbitral award.

2. It is noticed that an extension of mandate was granted by this Court on two previous occasions as well, the latest one being *vide* order dated 04.11.2025 passed by this Court in O.M.P. (MISC.) (COMM.) No. 742/2025. The said order reads as under:

*"1. This is a petition filed under Section 29A of the Arbitration and Conciliation Act, 1996 ("1996 Act") seeking extension of the mandate of the Arbitral Tribunal by a period of nine months from today to make and publish the final Award.*

*2. The facts are that the learned Sole Arbitrator was appointed by a Coordinate Bench of this Court vide order dated 24.02.2021. After appointment of the Sole Arbitrator, the arbitral proceedings started.*



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3. The mandate of the Arbitral Tribunal was set to expire on 01.03.2023 and the parties by virtue of Section 29A(3) of the 1996 Act mutually extended the mandate of the Arbitral Tribunal by further period of six months till 31.08.2023.

4. In order dated 25.08.2023, the Sole Arbitrator recorded that the parties have made a joint statement that they are trying to resolve the dispute in an amicable fashion and in lieu of the same have made a joint request for adjournment by a period of four weeks. Since, the mandate of the Arbitral Tribunal was set to expire on 31.08.2023, the Sole Arbitrator directed the parties move an application for extension of mandate of the Tribunal.

5. The attempts at an amicable resolution failed. Thereafter, the petitioner filed a petition being O.M.P.(MISC.)(COMM.) 493/2024, whereby a Coordinate Bench of this Court vide order dated 17.09.2024 extended the mandate of the Arbitral Tribunal by a period of nine months from the date of passing of the said order.

6. Subsequently, a Coordinate Bench of this Court vide order dated 04.10.2024 in O.M.P.(MISC.)(COMM.) 779/2024 filed by the respondent also extended the mandate of the Arbitral Tribunal by a further period of 9 months from 04.10.2024 and observed as under:-

“7. It is pointed out that the respondent had filed an application before this Court in OMP (MISC.) (COMM) No. 493/2024 seeking an extension of the mandate in the related/connected arbitration proceedings between the same parties before the same learned Sole Arbitrator, pursuant to which this Court extended the mandate in those proceedings, for a period of nine months. It is submitted that the said arbitration proceedings are inextricably interconnected with the instant arbitration, and that the evidence adduced is also common. 8. In the circumstances, considering the submissions of respective counsel, the time period for completion of the arbitral proceedings and making of the arbitral award is extended by a period of nine months from today.”

7. However, no substantial hearing has taken place in the matter since 04.10.2024, on account of repeated adjournments sought by both parties.

8. Thereafter, vide order dated 07.07.2025 the Sole Arbitrator recorded that the mandate of the Arbitral Tribunal has expired on 03.07.2025 and accordingly adjourned the matter sine die to enable the parties to take steps for extension of the Arbitral Tribunal's mandate.

9. Ms. Khandelwal, learned counsel for the petitioner states that the arbitral proceedings are currently at the stage of respondent's evidence, however the same could not be completed due to unforeseen circumstance as recorded in



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order dated 16.01.2025 passed by the Sole Arbitrator.

10. The matter was then posted for 21.03.2025, and on the said date the learned counsel for the petitioner sought adjournment as he was appointed as one of the officials to facilitate the elections of the Executive of the Delhi High Court Bar Association, which happened to also be scheduled on 21.03.2025. Consequently, the matter was adjourned to 08.05.2025. However, on 08.05.2025, the learned counsel for the respondent sought adjournment on account of death of the Senior Vice President of Ecogreen Envirotech Solutions Limited.

11. Mr. Mudgil, learned counsel for the respondent, has handed over the reply in the Court today and the same is taken on record.

12. A perusal of the same shows that the respondent has contended, among other things, that the proceedings could not be completed even within the extended period for reasons attributable to the petitioner and hence, no further extension should be granted.

13. I have heard learned counsel for the parties.

14. From the facts as mentioned aforesaid, it is clear that after 04.10.2024 no substantial hearing has taken place in the arbitral proceedings, as also recorded by the learned Sole Arbitrator in order dated 07.07.2025. However, the delay in the proceedings is attributable to the petitioner as well as the respondent.

15. A petition under Section 29A of the 1996 Act has to be liberally construed, as the parties have expended considerable time, effort and energy in the arbitration proceedings and terminating the proceedings will not enure to any of the party's benefit. In this regard, the Hon'ble Supreme Court in Rohan Builders (India) (P) Ltd. v. Berger Paints India Ltd., 2024 SCC OnLine SC 2494 has observed as under:-

“13. An interpretive process must recognize the goal or purpose of the legal text. Section 29A intends to ensure the timely completion of arbitral proceedings while allowing courts the flexibility to grant extensions when warranted. Prescribing a limitation period, unless clearly stated in words or necessary, should not be accepted. Bar by limitation has penal and fatal consequences. ...

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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



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*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. 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.”*

**(Emphasis added)**

*16. In my view, sufficient cause has been shown for the delay and the delay is clearly attributable to both the parties.*

*17. In view of the aforesaid, the mandate of the Arbitral Tribunal is extended by a further period of 9 months from today to make and publish the final Award.*

*18. The period from 03.07.2025 till today stands regularized.*

*19. It is made clear that no further extension shall be granted.*

*20. The parties are also directed to clear the Sole Arbitrator’s fees.*

*21. The present petition is disposed of accordingly.”*

3. Learned counsel for the respondent, appearing on advance notice, draws the attention of the Court to paragraph 19 of the aforesaid order, wherein it has been observed that “no further extension shall be granted”. He opposes the present petition and submits that, in view of the factual conspectus, no ground is made out for granting any further extension, particularly in view of the aforesaid observation contained in paragraph 19 of the order dated 04.11.2025.

4. During the course of hearing, learned counsel for the respondent has also handed over a reply to the present petition, opposing the relief sought therein.

5. It has been emphasized therein that even the recordal of evidence has



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not been concluded before the learned Arbitrator and, no sufficient cause for grant of further extension of time has been made out by the petitioner.

6. It is further submitted that the respondent has expended considerable resources in pursuing the said arbitration, which, according to him, has proved to be an exercise in futility.

7. Learned counsel for the petitioner draws attention to the fact that, subsequent to the passing of the aforesaid order dated 04.11.2025, substantial time was lost on account of the non-availability of the respondent's witness, RW-1, for completion of his cross-examination. The events that transpired in the aftermath of the order dated 04.11.2025 have been set out in the petition, as under:

*"11. That thereafter the arbitral proceedings continued further and were at the stage of the Respondent's evidence. However, the cross-examination of RW-1, Mr. Ajay Singh which was partially done earlier could not be completed due to unforeseen circumstances and the mandate of the present Arbitral Tribunal further got expired. Accordingly, the Ld. Sole Arbitrator vide its Order dated 07.07.2025 adjourned the matter sine die to enable the parties to take appropriate steps for the extension of the mandate of the present Arbitral Tribunal. A copy of the Order dated 07.07.2025 passed by the Ld. Sole Arbitrator is filed herewith as **DOCUMENT-7**.*

*12. That the Petitioner herein in compliance of the Order dated 07.07.2025 passed by the Ld. Sole Arbitrator, moved a petition bearing O.M.P. (Misc.) (Comm.) No.742/2025 under Section 29A of the Arbitration and Conciliation Act, 1996 before this Hon'ble Court, on 28.08.2025, seeking further extension of the mandate of the present Arbitral Tribunal by nine months. That in view of the prevailing circumstances, this Hon'ble Court was pleased to pass an Order dated 04.11.2025 in the aforesaid petition, whereby the mandate of the present Arbitral Tribunal was further extended by a period of nine months from the date of passing of the said order. A copy of the Order dated 04.11.2025 passed by this Hon'ble Court is filed herewith as **DOCUMENT-8**.*

*13. That in the subsequent course of the arbitral proceedings, the Ld. Sole Arbitrator, vide order dated 08.01.2026, recorded the position with regard to the mandate of the Arbitral Tribunal under Section 29A(4) of the Act. Thereafter, the arbitral proceedings continued and, in the proceedings held*



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on 23.01.2026, the Ld. Sole Arbitrator took note of the Order dated 04.11.2025 passed by this Hon'ble Court and proceeded to fix the matter for further recording of the Respondent's evidence. Copies of the Orders dated 08.01.2026 and 23.01.2026 passed by the Ld. Sole Arbitrator are filed herewith as **DOCUMENT-9 and DOCUMENT-10**.

14. That, however, in the proceedings held on 23.02.2026, the Respondent informed the Ld. Sole Arbitrator that its witness, RW-I, Mr. Ajay Singh, was no longer associated with the Respondent and would consequently not be available for completion of his evidence. The Respondent, in the circumstances, sought permission to lead further evidence through Mr. Alok Kumar Gupta as RW-2 and also sought an adjournment for filing his evidence affidavit. The Petitioner opposed the proposed course of action and submitted that, since RW-1 had already filed his evidence affidavit and had been partly cross-examined, his presence ought to be secured for completion of his cross-examination by taking recourse to the procedure contemplated under Section 27 of the Arbitration and Conciliation Act, 1996. The Ld. Sole Arbitrator found substance in the submission of the Petitioner and accordingly directed the Respondent to take appropriate steps for securing the presence of RW-I. The matter was consequently listed for 07.04.2026. A copy of the Order dated 23.02.2026 passed by the Ld. Sole Arbitrator is filed herewith as **DOCUMENT-11**.

15. That despite the said direction, the Respondent filed I.A. No. 1 of 2026 seeking permission to lead further evidence through Mr. Alok Kumar Gupta as RW-2, to which the Petitioner was provided time for reply on 07.04.2026. The Petitioner had also filed I.A. Nos. 2 and 3 of 2026, intimating about the change of name of its company and, substitution of its Authorised Representative in pursuant thereof, which applications were decided on 07.04.2026 itself by the Ld. Sole Arbitrator. A copy of the Order dated 07.04.2026 passed by the Ld. Sole Arbitrator is filed herewith as **DOCUMENT-12**.

16. That thereafter the matter was subsequently listed on 30.04.2026, wherein, the Petitioner in order to ensure completion of the evidence already on record filed I.A. No. 4 of 2026 under Section 27 of the Act seeking assistance of this Hon'ble Court for securing the presence of RW-I for completion of his cross-examination and filed its reply to I.A.No. 1 of 2026 by the Respondent. Vide Order dated 30.04.2026, the Ld. Sole Arbitrator listed the remaining applications for consideration and arguments on 22.05.2026. A copy of the Order dated 30.04.2026 passed by the Ld. Sole Arbitrator is filed herewith as **DOCUMENT-13**.



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17. That in the arbitral proceedings held on 22.05.2026, arguments were addressed by both the parties in I.A. No. I & 4 of 2026 and the matter was reserved for orders. Subsequently in arbitral proceedings held on 08.06.2026, a detailed Order was passed by the Ld. Sole Arbitrator, whereby I.A. No. I of 2026 was allowed and the Respondent was permitted to lead additional evidence of RW-I, Mr. Ajay Singh by RW-2, Mr. Alok Kumar Gupta, whereas I.A. No. 4 of 2026 by the Petitioner was dismissed. Copies of the Orders dated 22.05.2026 and Order Nos. 53 & 54 dated 08.06.2026 passed by the Ld. Sole Arbitrator are filed herewith as DOCUMENT-I4 and Document 14 and Document-15 (COLLY.)

18. That subsequently, on 21.07.2026, the Ld. Sole Arbitrator recorded that the evidence of RW-2 could not proceed as the hard copy of the Evidence Affidavit had not been filed by the Respondent. The Petitioner duly brought to the notice of the Ld. Sole Arbitrator that a large number of documents had been enclosed by the Respondent with the Evidence Affidavit of RW-2, which documents did not form part of the record earlier. The Petitioner further raised an objection to the Respondent seeking to introduce, under the cover of the Evidence Affidavit of RW-2, certain third-party documents which had been procured recently and were sought to be brought on record for the first time. The said objection of the Petitioner was duly recorded in the Order dated 21.07.2026, whereby the Respondent was afforded an opportunity to file an appropriate application in respect thereof. The matter was consequently listed for 14.08.2026. A copy of the Order dated, 21.07.2026 passed by the Ld. Sole Arbitrator is hereby filed as **DOCUMENT-16.**”

8. From a perusal of the above, *prima facie*, it appears that substantial time was lost on account of the non-availability of RW-1 and the consequential difficulty / delay in completing the recording of evidence. This Court is not seeking to fasten the responsibility of the delay on either party. Suffice it to say, however, that the delay cannot be attributed to any want of diligence on the part of the learned Sole Arbitrator; it is evident that, the learned Sole Arbitrator has conducted the proceedings diligently and has been making every effort to ensure that the proceedings are conducted expeditiously.

9. Reference may be made to a judgment / order dated 27.01.2026



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passed by a Coordinate Bench of this Court in O.M.P. (MISC.) (COMM.) 103 of 2026, titled **Sunil Bansilal Raisonni & Anr. vs. Bajaj Finserv Bajaj Finance Ltd.**, wherein, this Court observed as under:

“9. In the present case, it is undisputed that the arbitral proceedings between the parties have commenced in the year 2022 with the appointment of an arbitrator vide Order dated 07.02.2022. Thereafter, the mandate of the learned Arbitrator was mutually extended for a period of 06 months by the parties till 06.11.2023. Upon expiry of the same, the mandate was extended by this Court vide Order date 01.07.2024 till 31.12.2024. Vide Order dated 29.01.2025, this Court had further extended the mandate of the learned Arbitrator till 31.12.2025.

10. This Court cannot be oblivious to the fact that both the parties have invested substantial time and resources in pursuing the arbitration and therefore, in order to give meaning to the efforts put by all the parties for resolution of the disputes and to uphold the objective of the Act, this Court is inclined to give one final opportunity to conclude the arbitral proceedings. Even though the substitute arbitrator will start the proceedings from the stage he takes over but the arbitrator who has conducted the proceedings has the advantage of seeing the demurer of witnesses and since the arbitrator has walked through the proceedings, this Court is of the opinion that one more opportunity be granted to the arbitrator to conduct the proceedings and pass the award.”

10. Similarly, in judgment/order dated 02.04.2025 passed by a Coordinate Bench of this Court in O.M.P. (MISC.) (COMM.) 189/2025 titled **Anil Goyal vs. Prakash Plastic Industries & Ors.**, it was observed as under:

“6. It is true that the arbitral proceedings, which are the subject matter of this petition, commenced in 2016. For several reasons, the proceedings have been pending, which includes the change of the Arbitrators on account of recusal by two of them as also the period of pandemic COVID-19. Mr. Tyagi is right in his submission that arbitral proceedings should not be unduly prolonged as that defeats the very purpose of the parties choosing an alternate dispute resolution mechanism. It is equally correct that while extending the mandate of the learned Arbitrator vide order dated 10.05.2024, Court had granted last opportunity with a direction to the learned Arbitrator to expeditiously conclude the proceedings and pass the award. However, considering that arbitral proceedings have been pending for so long and parties have already expended considerable time,



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effort, money and energy, it may not be appropriate at this stage to terminate the proceedings. Mr. Tyagi does agree on this aspect.

7. Accordingly, the mandate of the learned Arbitrator is extended by a period of 09 months from 02.04.2025 and period between 01.03.2025 to 01.04.2025 is regularised. It is, however, made clear that no further extension would be granted. Learned Arbitrator is requested to ensure that arbitral proceedings are concluded and Arbitral Award is passed and published within the extended period. All parties shall render full cooperation to ensure that the timelines are met.”

11. Considering that the arbitral proceedings are already at an advanced stage, this Court is of the opinion that it would be in the interest of justice to allow the proceedings to be brought to their logical conclusion.

12. In the circumstances, the time period for completion of the arbitral proceedings and making of the arbitral award is extended till 31.03.2027.

13. The parties are directed to cooperate for the purpose of expeditious conclusion of the arbitral proceedings and to ensure that the same is not unnecessarily delayed.

14. The learned Sole Arbitrator is also requested to schedule hearings at short intervals so as to ensure that the arbitral proceedings are completed within the time granted.

15. The petition is allowed in the above terms.

**SEPTEMBER 10, 2026/cl**

**SACHIN DATTA, J**