

**IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE**

**RESERVED ON: 02.09.2026
DELIVERED ON: 07.10.2026**

PRESENT:

THE HON'BLE MR. JUSTICE GAURANG KANTH

AP-COM 695 OF 2026

M/S. HRD BUILDERS PVT. LTD.

VS

M/S. DAMODAR VALLEY CORPORATION

Appearance: -

Mr. Avinash Trivedi, Adv.

Mr. Dhirodatto Chaudhuri, Adv.

..... for the petitioner

Mr. Abhinav Mukerji, Sr. Adv.

Ms. Payal Kakra, Adv.

Ms. Arpita Dey, Adv.

Ms. Archita Nigam, Adv.

Mr. Pranav, Adv.

Mr. Aditya Roy, Adv.

Mr. Aniket Nanda, Adv.

..... for the respondent

JUDGMENT

Gaurang Kanth, J. :-

- 1.** The Petitioner has preferred the present petition under Section 29A of the Arbitration and Conciliation Act, 1996 seeking extension of the mandate of the Arbitral Tribunal for conclusion of the arbitral proceedings and pronouncement of the arbitral award.
- 2.** The Arbitral Tribunal was constituted with the consent of the parties to adjudicate the disputes between them, and the first procedural order was passed on 12.10.2022. The nominee arbitrator of the Respondent resigned and the Tribunal was accordingly reconstituted vide order dated 27.03.2023. Pleadings were completed on 10.08.2023. In the meanwhile, the learned Presiding Arbitrator passed away, and the Tribunal was once

again reconstituted. With the consent of the parties, the mandate of the Tribunal was extended by a period of six months on 09.02.2025. Thereafter, this Court, vide order dated 09.06.2025, substituted the Presiding Arbitrator and extended the mandate of the Tribunal by one year.

- 3.** It is submitted on behalf of the Petitioner that the arbitral proceedings are now at the stage of final arguments and that the mandate of the Arbitral Tribunal expired on 26.07.2026. The Petitioner accordingly prays for an extension of the mandate by one year from 26.07.2026.
- 4.** Learned Counsel for the Respondent has opposed the extension of the mandate of the Arbitral Tribunal. It is contended that the present arbitration is not maintainable, since the arbitration agreement was executed with a proprietorship firm, whereas the claim has been filed by the Petitioner as a company on the strength of an assignment. It is submitted that there is no arbitration agreement between the Petitioner and the Respondent, and therefore the present petition is not maintainable.
- 5.** This Court has considered the submissions of learned Counsel for the parties and perused the material on record. The objection of the Respondent does not merit acceptance, for the following reasons:

 - (i) The Respondent had earlier consented to the extension of the mandate of the Arbitral Tribunal, and participated in the proceedings on that basis. Having done so, the Respondent cannot now resist the continuation of the same proceedings on this ground.
 - (ii) The issue of arbitrability and the Petitioner's entitlement to invoke the arbitration agreement on the strength of the assignment has already been decided by the Arbitral Tribunal. The challenge to that

decision was dismissed by this Court at this stage vide separate order passed in AP (Com) No. 687/2026.

(iii) Even otherwise, the scope of an inquiry under Section 29A of the Act is limited. The Court, while considering an application for extension of the mandate, is only required to examine whether sufficient cause exists for such extension and whether any delay in the conduct of the proceedings is attributable to the Arbitral Tribunal. Questions relating to the existence or validity of the arbitration agreement, or the arbitrability of the disputes, fall outside the ambit of Section 29A and cannot be adjudicated in these proceedings.

6. Upon consideration of the material placed on record, this Court is satisfied that no delay in the conduct of the arbitral proceedings is attributable to the learned Arbitral Tribunal. The delay has been occasioned principally by the resignation of an arbitrator and the demise of the learned Presiding Arbitrator, which necessitated reconstitution of the Tribunal on more than one occasion. Sufficient cause for extension is, therefore, made out.
7. Having regard to the advanced stage of the arbitral proceedings, which are at the stage of final arguments, and in the interest of justice, the mandate of the learned Arbitral Tribunal is extended for a further period of one year from 26.07.2026.
8. The learned Arbitral Tribunal is requested to conclude the arbitral proceedings and pronounce the award within the extended period.
9. It is clarified that nothing stated herein shall be construed as an expression of opinion on the merits of the disputes between the parties,

and all rights and contentions of the parties are left open, to be agitated in accordance with law.

10. With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)

SAKIL AMED (P.A)

