



IN THE HIGH COURT OF MADHYA PRADESH
AT INDORE

BEFORE

HON'BLE SHRI JUSTICE PAVAN KUMAR DWIVEDI

ARBITRATION CASE No. 88 of 2025

*M/S. PREMCO RAIL ENGINEERING LIMITED A COMPANY
INCORPORATED UNDER THE PROVISIONS OF COMPANIES ACT A
Versus*

INDIAN INSTITUTE OF TECHNOLOGY INDORE

Appearance:

Shri Aditya Garg, learned counsel for the applicant.

Shri Abhishek Malviya and Shri Rishi Paliwal, learned counsel for the respondent [R-1].

Reserved on : 22.09.2025

Pronounced on : 05.01.2026

ORDER

This application has been filed under Section 29A of the Arbitration and Conciliation Act, 1996 (for brevity "Act of 1996") by the claimant for extension of time for conclusion of arbitration proceedings.

2. The relevant facts of the case are that the applicant is a private company incorporated under the provisions of Companies Act, 1956 having its registered office at Kolkata. It is engaged in the business of construction for railways and other governmental organizations, civil works related thereto and other various tenders throughout India.

3. The respondent is an educational institution and one of the sixth IITs which were established in the academic year of 2008-2009. Earlier, vide an order dated 08.09.2023, this Court appointed sole arbitrator by invoking provisions of Section



11 of the Act of 1996 on an application filed by the present applicant/claimant. Pursuant to the appointment of arbitrator, proceedings were initiated. The applicant filed its statement of claim on 29.11.2023. The respondent filed its statement of defence on 26.02.2024. The last meeting was held on 28.06.2025 on which date the final arguments stood concluded. Parties were granted two months' time to file written submissions and thus, now only passing of final award is remaining. As the time for concluding the arbitral proceedings was going to expire on 25.08.2025, the present application for extension of time has been filed.

4. Before advertiring to the submissions of the learned counsel for the parties, it would be profitable to record at this stage that on the merits of the proceedings i.e. the manner and mandate of the arbitrator is not under dispute. Both the parties have advanced their arguments only on the question of jurisdiction of this Court to extend the time in terms of the provisions of Section 29A of the Act of 1996.

5. Learned counsel for the applicant argued that as it is this Court who appointed the arbitrator by invoking the provisions of Section 11 (6) of the Act, 1996, thus, the application would lie before this Court only as Section 29A also included power to substitute the arbitrator(s). He submits that the extension of time which is being sought has no relation with the adjudication of dispute on merits and as the arbitrator is appointed by this Court as such power to extend time would lie before this Court. He points out that any other interpretation of provision Section 29A would lead to an anomaly inasmuch as if either of the parties seeks extension of time along with substitution of arbitrator then it has to approach this Court and in case extension of time simplicitor is sought then principal civil court has to be approached which will create uncertainty and unnecessary hardship for smooth resolution of the dispute which is contrary to the very objective of mechanism under arbitration. He further submits that in fact the



provision of Section 29A will have to be considered in the context of the fact of a given case. He points out that there can be two situations, one where the arbitrator is appointed by mutual consent and the other where the arbitrator is appointed by this Court. According to the learned counsel, in first situation the principal civil court can extend the time, however, it can still not substitute the arbitrator for the reason that the intention of the legislature is clear that it is only this Court that has been given power in terms of Section 11 of the Act of 1996 to appoint arbitrator and in the second situation, where arbitrator has been appointed by this Court it is this Court only which can extend the time and also can substitute the arbitrator.

6. Controverting the arguments of the learned counsel for the applicant, learned counsel for the respondent submits that in fact Section 29A of the Act was added by way of an amendment in the year 2016 whereby time limit was prescribed for making an arbitral award. He submits that Sub-section 4 of Section 29A provides for termination of mandate of the arbitrator on the expiry of the time limit unless extended by the Court with a further stipulation in terms of Sub-section 6 to substitute one or all of the arbitrators while considering extension of time. He further submits that the definition of word "Court" is given in Section 2(1)(e) of the Act, which provides that "Court" means "Principal Civil Court" or "High Court" having original civil jurisdiction. As such, this Court being not a court exercising original civil jurisdiction, Section 29A application would not lie before this Court. He further submits that the phrase 'unless the context otherwise requires' can be put to use only when the otherwise context is discernible from the intention of the legislature otherwise in all cases the definition as provided has to be adhered to. He points out that the definition of the "Court" has been inserted by way of same amendment Act whereby provision of Section 29A were inserted. Thus, it is clear that the legislature intentionally and consciously while making



distinction between the Court under Section 2(1)(e) of the Act with respect to international commercial arbitration viz-a-viz domestic arbitration did not make any such distinction for the purposes of Section 29A of the Act. It is thus clear that the legislature intended that Section 29A application has to be placed before this principal civil court having jurisdiction and not before this Court. He also submits that explanation of Section 47 of the Act was also amended by very same amendment Act of 2016 whereby the meaning of Court was amended to exclude the principle civil court and to include only High Court, however, no such explanation was incorporated in Section 29A of the Act. Even though, Section 47 of the Act relates to foreign award. It is thus clear that the intention of the legislature was to make the definition of Court as is appearing in Section 2(1)(e) of the Act to be applicable to Section 29A of the Act.

7. Learned counsel for the respondent further argued that by the very same amendment Act, Section 11 was also amended and the word "Chief Justice" for any person or institution designated by him were substituted by "Supreme Court or as the case may be the High Court" or any person or institution designated by such Court". Thus, while legislature specifically used the word "High Court" in Section 11 of the Act however it did not do so in Section 29A of the Act. Thus, this further shows the intention of the legislature that the application under Section 29A should lie before the principal civil court. He would further contend that there is no absurdity or inconsistency, if by the same statute High Court was conferred power to appoint arbitrator and the principal civil court was given power to extend time and substitute the said arbitrator. In fact, this brings consistency to the arbitration proceedings. In his submission in fact anomaly would arise in a situation where an arbitrator appointed by the parties or a person or an institution



while powers under Section 29A of the Act exercised by the High Court. The jurisdiction to appoint an arbitrator is different from jurisdiction to substitute an arbitrator as both operate in separate fields while an arbitrator is required to be appointed by the High Courts under Section 11, the power to substitute an arbitrator under Section 29A comes into picture only when the time limit for making an arbitral award expires, he further submits, while exercising this power the Court is not examining the legality of the initial appointment but the conduct of the arbitrator in the arbitral proceedings and the fact that whether the continuation of such arbitrator would further delay the proceedings. As such, the enquiry entailed under Section 29A of the Act is completely different from that under Section 11(5) or 11(6) of the Act. Thus, there is no infirmity in the two provisions.

8. Learned counsel would further argue that once the arbitrator is appointed and proceedings commenced the procedure remains same irrespective of the fact that whether the arbitrator has been appointed by mutual consent of the parties or by the High Court or even Supreme Court. In all three cases, the arbitrator is subject to the provisions of Sections 12 and 13 of the Act and its mandate can always be terminated in terms of Section 14 and 15 of the Act in the same manner. He would also submit that even the time limit and procedure contemplated under Section 29A is also same for arbitrators appointed by any mode. The High Court does no exercise any supervisory or other control over the arbitrator appointed by it. As such, both the arbitrators i.e arbitrator appointed by the Court or arbitrator appointed through mutual consent of the parties have same status.

9. Learned counsel would also contend that the High Court or even the Supreme Court does not retain any jurisdiction over the arbitrator appointed / nominated by it and it becomes functio officio after the appointment of the



arbitrator. As such, if the powers under Section 29A are held to be exercised by the High Court it would amount to judicial legislation and adding something which is neither in the statue nor in conformity with the intention of the legislation. In support of his submissions, learned counsel for the respondent has placed reliance on the judgment of the Hon'ble Apex Court rendered in the case of **Nimet Resources Inc. & Inr. Vs. S.R. Steel Ltd.**, 2009 (17) SCC, 313 ; **Garhwal Mandal Vikas Nigam Ltd. Vs. M/s. Krishna Travel Agency**, 2008 (6) SCC 741 and **Chief Engineer (NH PWD) Vs. BSC & C and CJV**, 2024 SCC OnLine, SC 1801 and the order dated 22.07.2024 passed in AC No.103/2021 (**Excel Agri Business Private Limited Thr. Director Shri Shantilal Vaid Vs. Resonance Eduventures Ltd. and others**).

10. Responding to the submissions of the learned counsel for the respondents, learned counsel for the applicant in his rejoinder submissions submits that in fact the definition in Section 2 (e) of the Act has to be construed keeping in mind opening line of Sub-section 1 which provides 'unless the context otherwise requires'. He submits that the definition of the Court has to be considered in the context in which the word being used. In view of the clear mandate of the legislature that the arbitrator in terms of Section 11 has to be appointed either by High Court (for domestic arbitration) or by Supreme Court (for international arbitration). Thus, there is complete absence of any power in the district court to appoint arbitrator and once original power of appointment of arbitrator is not there it cannot be presumed that by way of substitution this power can be conferred upon the district court to appoint arbitrator as it would militate against the intention of the legislature. He thus submits that the application in the present case would lie to this Court only because while considering the application the Court has also to consider that whether substitution of the arbitrator is required or not.



As such, in all cases the extension of time has to be granted by this Court only and not by the principal civil court.

11. Heard the learned counsel for the parties and perused the record.

12. Section 2(1)(e) of the Act of 1996 provides as under:-

"2. Definitions. - (1) In this Part, unless the context otherwise requires, -

(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;]

13. As such, as per the definition in ordinary course, a court would mean "principal civil court" of original jurisdiction having jurisdiction to decide the question forming the subject matter of the arbitration, had it been a civil suit. However, this definition is qualified by the words 'unless the context otherwise requires'. The context in the present case is the appointment of arbitrator which has been provided in Section 11. The said section provides that a person of any



nationality may be an arbitrator unless otherwise agreed by the parties and in terms of Sections 2 and 3, it is the parties who can appoint an arbitrator by a procedure mutually agreed by them failing which it is either by the Supreme Court in case of international arbitration or by the High Court in case of domestic arbitration, who can appoint the arbitrator. It is thus clear that the legislature intended that in case, the parties fail to appoint arbitrator by mutual consent it is only High Court or the Supreme Court who can appoint arbitrator. This intention of the legislature is not only forthcoming from a bare reading of provision of Section 11 but it is strongly communicated by the express words in the provisions.

14. After several years of experience the legislature was confronted with the several aspects of proceedings in the process of resolution by the arbitrator, thus, it brought the Act No.3 of 2016 for amendment in the provisions of Arbitration and Conciliation Act, 1996. One of such provision was the time limit for conclusion of arbitral proceedings which was inserted by way of Section 29A of the said Amendment Act. While fixing the time limit, the legislature provided that if within the prescribed time limit, the proceedings by the arbitrator are not completed then it can be extended. It is at this stage this entire confusion crept in because the legislature while conferring the power of extension used the word "Court" in Sub-section 4, 5 and 6. However, it has not been clarified by the legislature whether the Court would mean principal civil court or High Court who originally appointed the arbitrator. However, it has to be seen that the mandate in Sub-section 4 is that if the Court finds that the proceedings have been delayed by the reasons attributable to the arbitral tribunal then it may order reduction of fees of arbitrator and also that the arbitrator be given an opportunity of being heard before the fees is reduced. Sub-section 6 then provides that 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. It is thus clear that it is not an act of simply extending time but the conduct of arbitrator has also to be examined by the Court while extending time and if in the opinion of the Court, the conduct is such that it requires a substitution then it can substitute the arbitrator. As such, Section 29A by implication provides a power to appoint by way of substitution of arbitrator. If we see the intention of the legislature as stated above it is clear that legislature intended to confer power of appointing an arbitrator only upon the High Court or Supreme Court, as the case may be. As such, the phrase "unless the context otherwise requires" comes into play with all of its vigor. If we hold that Section 29A confers powers upon the principal civil court then it will militate against the express intention of the legislature in as much as it only intended to confer power upon the High Court or the Supreme Court to appoint arbitrator.

15. The reliance placed by the learned counsel for the respondents on the case of **Chief Engineer (supra)** is misplaced for the reason that in fact, the Court was not considering the interplay between Section 29A and Section 11 of the Act. In fact, in the said case the facts were completely different. In the said case, the parties to the agreement by mutual consent appointed an arbitrator. When the proceedings could not be concluded within the prescribed time an application was filed before the principal civil court for extension of time which was allowed. Against this order of extension of time, challenge was raised before the Meghalaya High Court which upheld the order of principal civil court extending time. Thus, the matter came before the Hon'ble Apex Court where it was held that High Court did not commit any error in rejecting the application. As such, the issue was completely different for the context involved in the said case. It was not a case where the arbitrator was appointed by High Court and not even the issue of



substitution of arbitrator. However, in the present case, the facts are markedly different as the arbitrator has been appointed by this Court.

16. As regards the judgment in the case of **Nimet Resources Inc. & Inr. (supra)**, the subject matter of the said dispute was not only different, but also it has also to be kept in mind that this order was passed on 11.05.2007 i.e. well before the amendment in the provisions of the Act of 1996. The Hon'ble Apex Court was considering unamended provisions of Section 14 which provided that "the mandate of an arbitrator shall terminate if". Unamended provisions of Section 14 provided for termination of mandate without any power to substitute arbitrator. This provision was subsequently amended in the year 2016. As such, the issue before the Court was not regarding substitution of arbitrator as the same was to be done by the High Court on an application filed under Section 11 in case the mandate is terminated. As such, even if mandate was allowed to be terminated in the said case then also ultimately appointment could have been done afresh only by the High Court on an application under Section 11. However, in the present case, the scenario is completely different where not only extension of time but as per the mandate of Section 29A consideration of substitution of arbitrator while extending time has also to be done. Significantly, the mandate of section 29A is not limited to the request of the parties for substitution of Arbitrator but it is, in fact, duty of the Court while extending time to examine whether substitution is required or not. As such, the facts of the said case are also different from the facts of the present case.

17. As regards the issue of **Garhwal Mandal Vikas Nigam Ltd. (supra)**, the facts of the case are completely different. The issue before the Court was with respect to setting aside of the arbitral award. As such, the issue of appointment or



substitution of arbitrator was not at all under consideration and as the scheme of the Act would suggest that the arbitral award has to be set tested by the principal civil court in terms of Section 34. As such, the said case would also not come to the rescue of the respondent and has a completely different set of facts.

18. As regards the order passed by this Court in the case of **Excel Agri Business Private Limited (supra)**, though this Court rejected the application vide order dated 22.07.2024, however, later on same Court in the case of **M/s Pappu Construction Vs. M.P. State Mining Corporation (AC No. 4/2016)** vide order dated 25.11.2024 has expressed a contrary view and after considering the case of **Chief Engineer (supra)**, the Court held that the application under Section 29A is maintainable before this Court.

19. The Bombay High Court while considering identical issue in the case of **Sheela Chowgule Vs. Vijay V. Chowgule 2024 Supreme (Bom) 857** held, after considering the case of **Chief Engineer (supra)**, an application before the High Court under Section 29A would be maintainable. The Division Bench in the said case observed thus:

5. Shri Pawan Jhabakh, learned Counsel for the petitioners, insisted that the facts in **Chief Engineer (NH) PWD (Roads) (supra)** be carefully looked into before forming any opinion. Our attention was invited to the order passed by the learned Single Judge of the High Court of Meghalaya at Shillong in **Chief Engineer (NH) PWD (Roads) vs. M/s. BSC & C & C JV, 2024 SCC OnLine Megh 284**, which decision was challenged before the Supreme Court in **Chief Engineer (NH) PWD (Roads) (supra)**. Reference to paragraphs 19 and 20 of the decision of High Court of Meghalaya in **Chief Engineer (NH) PWD (Roads) (supra)** is necessary to understand the facts. In the case before the Meghalaya High Court, the Arbitrators were not appointed under Section 11 by the High Court. In that context, the learned Judge observed that a distinction can be drawn to hold that, if the appointment of the arbitrator is not by the High Court under Section 11, the Principal Civil Court of original jurisdiction, which is the Commercial Court at Shillong, East Khasi Hills, will have the power to entertain an application under Section 29-A for extension of the terms, as no anomalous situation would arise therefrom. The learned Judge held that as such, by making use of the expression of Section 2 of the Act, “unless the context otherwise requires” the textual interpretation will be in tune with the contextual one. It was then held by the learned Judge that keeping in mind the fact that the High Court of Meghalaya does not possess original Civil Jurisdiction,



coupled with the fact that Section 11 nor Section 29-A(6) do not come into play in the present case, as the arbitrators were not appointed by the High Court, the Commercial Court, East Khasi Hills, Shillong being the Principal Court or original jurisdiction will have the jurisdiction to extend the mandate as prescribed under Section 29-A of the Act.

11. Keeping the aforesaid principles relating to ratio decidendi and law of binding precedents in mind, we are of the considered opinion that though there is a discernible ratio decidendi in Chief Engineer (NH) PWD (Roads) vs. M/s. BSC & C and C JV (supra), however, the decision is applicable in the facts of that case and cannot be treated as binding precedent for the present case. While carefully reading the order of the Supreme Court in Chief Engineer (NH) PWD (Roads) vs. M/s. BSC & C and C JV (supra), in the light of the facts that have been narrated in the judgment of the Meghalaya High Court which we have already referred to herein before, we are of the humble view that the decision of the Supreme Court cannot be treated as a binding precedent in the facts of the present case as the Arbitrator was appointed by the High Court under Section 11(6) of the Arbitration Act.

21. Chapter III of the Arbitration Act contains provisions relating to composition of Arbitral Tribunal. Section 11 therein provides for appointment of arbitrators. Sub-section (2) of Section 11 of the Arbitration Act provides that subject to sub-section (6), the parties are free to agree on a procedure for appointing the arbitrator or arbitrators. Sub-section (3) deals with the situation where failing any agreement referred to in sub-section (2), in an arbitration with three arbitrators, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. Sub-section (4) says that if the appointment procedure in sub-section (3) applies and, (a) a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party; or (b) the two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment, the appointment shall be made on an application of the party, by the High Court, in case of arbitrations other than the international commercial arbitration, that is for domestic arbitrations. Sub-section (5) provides that failing any agreement referred to in sub-section (2), in an arbitration with a sole arbitrator, if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree, the appointment shall be made on an application of the party in accordance with the provisions contained in sub-section(4). It is now significant to notice sub-section (6) of Section 11 of the Arbitration Act, which provides that where, under an appointment procedure agreed upon by the parties,- (a) a party fails to act as required under that procedure; or (b) the parties, or the two appointed arbitrators, fail to reach an agreement expected of them under that procedure; or (c) a person, including an institution, fails to perform any function entrusted to him or it under that procedure, the appointment shall be made, on an application of the party, by the High Court, in case the arbitrations other than international commercial arbitration to take the necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment.

22. Chapter VI of the Arbitration Act, deals with making of arbitral award and termination of proceedings. Significant in the context of the present case is Section 29-A which provides for time-limit for arbitral award. Sub-section (4) of Section 29-A stipulates that 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. It is also pertinent to note that sub-section (6) of Section 29-A stipulates that 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.

23. If the strictly textual interpretation of Section 2(e)(i) is applied, there would be no difficulty for us to hold that the Court for the purpose of Section 29-A(4) and sub-section (6) of the Arbitration Act, would be the principal Civil Court of original jurisdiction in a district which includes a High Court in exercise of its ordinary original civil jurisdiction even when the Arbitrator is appointed under Section 11(6) of the Act. However, we have to consider whether the "Court" means District Court or the High Court which would mean the principal Civil Court of original jurisdiction or the High Court in the context of the appointment of an Arbitrator made by the High Court under Section 11(6) of the Arbitration Act. Section 2(1)(e) of the Arbitration Act defines "Court". However, having regard to the purport of Section 2(1) which provides that in this part, unless the context requires, the same will have to be read in a contextual sense.

28. Section 29-A was inserted in the Act w.e.f. 23.10.2015. Provisions were thereby made prescribing time limit for arbitral award. The object obviously was to ensure that the arbitration proceedings are decided expeditiously and within the time frame prescribed. Sub-section (2) of Section 29A provides for an incentive if the award is made within the time prescribed. The proviso to sub-section (4) of Section 29A says that while extending the period under this sub-section, if the Court finds that the proceedings are delayed for reasons attributed to the arbitral tribunal, then it may order reduction of fees. Sub-section (4) will have to be read together with sub-section (5) and sub-section (6). As per sub-section (5), the extension under Section 29-A(4) can be granted by the Court on an application by one of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the Court.

29. In the context of sub-section (6) Their Lordships held that the power under sub-section (6) of Section 29A is only a consequential power vested in the Court which is empowered to extend the time. If the Court finds that the cause of delay is one or all of the arbitrators, while extending the time, the Court has power to replace and substitute the Arbitrator(s). The said power obviously has to be exercised by the Court which is empowered to extend the time. At this juncture, it is significant to notice Section 11(2) which provides that subject to sub-section (6), the parties are free to agree on a procedure for appointing the arbitrator(s). As a result, under sub-section (6) of Section 11, the appointment shall be made, on an application of the parties, by the High Court, in case of arbitrations other than international commercial arbitrations. Even in sub-section (6) it is significant to note that parties' autonomy is seen, in that the appointment of arbitrator shall be made by the High Court to take necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment. We need to bear in mind that the parties are permitted to raise objections/defences before appointment of an arbitrator under



Section 11(6) and upon considering all relevant factors, the High Court appoints an Arbitrator(s) under Section 11(6) of the Act. Now in this context if sub-sections (4), (5) & (6) of Section 29A are read, it would be clear that extension of period is not just an empty formality. Even when application for extension of period is made, several consequences may flow while considering the application as it shall even be open to the Court to substitute one or all of the arbitrators. When the Act provides for a procedure in Section 11(6) as to how appointment of an Arbitrator shall be made and as sub-section (2) of Section 11 provides that parties are free to agree on a procedure for appointing the arbitrator/s, we find it difficult to comprehend as how the power to substitute an arbitrator would lie with any Court other than the one empowered to appoint arbitrator/s under Section 11(6). It is for this reason that the definition of 'Court' cannot be taken strictly in the textual sense but as the provisions of Section 2 ordain, the definition of 'Court' will have to be seen in a contextual sense. Thus the Court empowered under Section 11(6) for an appointment of an arbitrator is the High Court, we find it inconceivable that for the purpose of sub-section (4) of Section 29A, when the appointment of the Arbitrator is made by the High Court, the Court would be any other Court than the one empowered under Section 11 (6) of the Arbitration Act.

30. Having put a mechanism in place by providing a timeline for arbitral award in the form of Section 29-A, there are several factors to be considered by the Court before extending the period under sub-section (4) of Section 29A which fall within the realm of discretionary power of the Court. For one, the extension of the period may be granted only for sufficient cause and second, on such terms and conditions as may be imposed by the Court. Then again it shall be open for the Court to substitute an arbitrator and as the sub-section (6) says that the arbitrator appointed under this Section shall be deemed to have received the said evidence and material for the purpose of continuation of the arbitral proceedings from the stage already reached. The extension of time is therefore not a mere ritual or an empty formality. Considering the nature of application of mind and the extent of the discretionary powers conferred on the Court, we have no hesitation in forming an opinion that it can only be the Court empowered under Section 11(6) which will be the Court for the purpose of sub-section (4) of Section 29-A in the present case.

20. In the considered view of this Court, it is the context which has to be kept in mind while interpreting a particular provision of an Act and that is the reason that the legislature in order to obviate any anomaly while defining the term "Court" has put the phrase "unless the context otherwise requires". In the present case, the context in which the term "Court" in Section 29A has been used by the legislature, requires that it shall be construed as High Court considering the fact that exercise of powers of extension of time includes examination of conduct of arbitrator and consequential substitution, if the court is so satisfied and this substitution is nothing but appointment of an arbitrator and the appointment of



arbitrator is mandated to be done by the High Court or the Supreme Court as the case may be. As such, in the considered view of this Court, the application for extension of time is maintainable.

21. Having held so, now the Court has to advert to the facts of the present case as already recorded hereinabove. The respondent is not contesting this case on the conduct of the arbitrator but only a technical objection in view of the term "Court" used in Section 29A, the objection against maintainability has been raised. As the Court has held that the application is maintainable and in view of the fact that the proceedings of arbitration are complete before the arbitrator and only final award has to be pronounced, this Court is of the considered view that the time of arbitration proceedings be extended. Thus, the same is hereby extended upto 15.02.2026.

22. In the above terms, the present application is allowed.

(PAVAN KUMAR DWIVEDI)
JUDGE

N.R.