



RAJASTHAN HIGH COURT
**HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR**

S.B. Civil Writ Petition No. 7066/2026

Jaipur Vidyut Vitran Nigam Limited & Ors.

----Petitioners

Versus

HCL Infosys. Limited

----Respondent

For Petitioner(s) : Mr. Kartik Seth with
Ms. Shilpa Saini

For Respondent(s) : Mr. R.N. Mathur, Sr. Adv. assisted by
Mr. Shailesh Kapoor and
Ms. Sakshi Chaturvedi
Mr. Lokesh Kumar Atrey through VC
Mr. Arif Jamal

HON'BLE MR. JUSTICE SAMEER JAIN

Order

20/04/2026

1. The present petition has been filed with the following prayers:

"In view of the facts and grounds stated hereinabove, it is most respectfully prayed that this Hon'ble Court may be pleased to:

1. Allow the present Petition and set aside the order dated 24.02.2026 passed by the Commercial Court No.1, Jaipur Metropolitan-II, Jaipur, in CMNC No.34/2026 (CIS No.68/2025), whereby the mandate of the Arbitral Tribunal has been extended from 30.04.2025 up to 30.09.2026.

2. In the alternative, and without prejudice, suitably modify the Impugned Order by:

directing that, for any period beyond 30.04.2025, (a) the Respondent shall bear the full additional fees of the Arbitral Tribunal; (b) no further interest shall accrue in favour of the Petitioner on any eventual award: and/or (c) such other cost-related conditions as this Hon'ble Court may deem fit, in line with Sections 29A(5), 29A(8),



31 (8) and 31A of the Act and the principles laid down in ONGC v. Afcons.

3. Pass such other and further orders as this Hon'ble Court may deem fit in the facts and circumstances of the case, in the interest of justice."

2. The present writ petition has been filed invoking the supervisory jurisdiction of this Court under Article 227 of the Constitution of India, assailing the impugned order dated 24.02.2026 passed by the learned Commercial Court. By way of the impugned order, a further extension of time has been granted to the Arbitral Tribunal for the decision-making process, and thereby, extending its mandate until 30.09.2026.

3. Learned counsel for the petitioners submits that the petitioners are power distribution agencies (Vidyut Vitran Nigam Ltd.), extended instrumentality of the State. It is submitted that the arbitration in the matter at hand, arose out of a composite reference concerning Restructured Accelerated Power Development and Reforms Programme works, for installation of SDCT/ data centres and smart metering infrastructure in Rajasthan awarded in the year 2009 to the Respondent for a total value of about Rs. 5,28,19,58,296/-, involving extensive rollout across 87 RAPDRP towns and 534 non-RAPDRP locations. It is next submitted that the learned Arbitral Tribunal, comprising Hon'ble retired Judges of the Hon'ble Supreme Court and various High Courts, was constituted in the year 2020.

4. It is submitted that during the course of the arbitral proceedings, due to unfortunate demise of one of the arbitral members, on account of medical reasons, a new member was appointed. Learned counsel apprised this Court that a staggering





amount to the tune of approximately Rs. 14.5 Crores has already been incurred towards arbitration fees by the parties. It is also apprised to the Court that the notice to I Preliminary Hearing was served whereby the first meeting was scheduled to be conducted on 28.07.2020, subsequent to which around 162 sessions were conducted, whereby only 80 sessions have been conclusive and fruitful in nature. It is further submitted that the learned Commercial Court, ignored the substantial continuing financial burden on public DISCOMs in the form of prolonged arbitral fees, blocked performance bank guarantees and on-going carrying cost in contravention of the costs regime under Section 31(8) and 31A of the Act, and the dictum encapsulated **ONGC Ltd. V. Afcons Gunanusa JV: (2024) 4 SCC 481.**

5. Learned counsel for the petitioners challenged the repeated extension of time granted, without assigning any sufficient cause; in support of the said contention learned counsel has attracted the attention of this Court upon the statutory mandate as enshrined under Section 29A of the Arbitration and Conciliation Act, 1996, and the recent dicta of the Hon'ble Supreme Court in **Rohan Builders (India) Pvt. Ltd. v. Berger Paints India Ltd., 2024 INSC 686**, and **Ajay Protech Pvt. Ltd. v. General Manager & Anr., 2024 INSC 889**. It is argued that the alternative dispute resolution mechanism is fundamentally designed for a time-bound and expeditious disposal and to lower the burden of the judicial bodies. However, in the matter at hand vide the preliminary objective of the Act of 1996 is frustrated, by giving unwarranted time extensions, sans any cogent rationale being noted. For the





sake of convenience, the relevant provision is reproduced hereinebelow:

"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."

6. The relevant extract from **Rohan Builders (India) Pvt. Ltd. (supra)** is reproduced herein below:

"19. 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 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."

7. It is also prayed that for any period beyond 30.04.2025, the respondents be directed to bear the additional fees of the Arbitral





Tribunal and no further interest be accrued in favor of the petitioner.

8. Having heard the submissions advanced and upon perusal of the material available on record, this Court is *prima facie* constrained to express its profound consternation. The fundamental aim and object of the Act of 1996, especially in commercial matters where parties have consciously opted for redressal of their grievance by way of alternate dispute resolution mechanism, is the speedy and effective service of justice. It is appalling to note that despite hefty costs been incurred over the years by the parties, the *lis* is yet not adjudicated, with the substantive merits of the case getting entirely bogged down by procedural time extensions.

9. Learned counsel for the respondents have marked appearance by way of a caveat, therefore, service is deemed to be complete and notice need not to be issued.

10. During the course of the hearing, a dispute arose regarding the service of the paper-book. While learned counsel for the petitioners submitted that a copy of the petition was served upon Mr. Lokesh Kumar Atrey, learned counsel as reflected on record as counsel for the respondents, on 17.04.2026, the same was vehemently disputed by the opposite side.

11. In interest of justice, the learned counsel for the petitioners are directed to serve a fresh and complete copy of the present petition and relevant documents in the office of counsel for the respondents, during the course of the day.





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12. As it is apprised to the Court that another petition filed by the respondents herein qua the identical *lis* is *subjudice* before the Court, the same be tagged with the present petition.

13. List the matter on 22.04.2026, along with S.B. Civil Writ Petition No. 16033/2024.

14. Reply, be filed in the meanwhile.

(SAMEER JAIN),J

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