Reserved On : 23/04/2026
Pronounced On : 02/07/2026

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/PETN. UNDER ARBITRATION ACT NO. 145 of 2025
With
CIVIL APPLICATION (FOR AMENDMENT) NO. 1 of 2025
In R/PETN. UNDER ARBITRATION ACT NO. 145 of 2025
With
R/PETN. UNDER ARBITRATION ACT NO. 304 of 2025
With
R/MISC. CIVIL APPLICATION NO. 773 of 2026
In
R/PETN. UNDER ARBITRATION ACT NO. 39 of 2025

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR. JUSTICE NIRAL R. MEHTA

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Approved for Reporting	Yes	No
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ABHISHEK SURESH MEHTA & ORS.
Versus
M/S PARTH DEVELOPERS & ORS.

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Appearance:
MR RUTUL P DESAI(6498) for the Petitioner(s) No. 1,2,3
MAYANK K TRIVEDI(7906) for the Respondent(s) No. 6,7
MR KK TRIVEDI(934) for the Respondent(s) No. 6,7
MR MEHUL SHARAD SHAH(773) for the Respondent(s) No. 1,2,3,4,5

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CORAM:**HONOURABLE MR. JUSTICE NIRAL R. MEHTA**

CAV JUDGMENT

1. By way of the present petitions filed under Section 29A(4) and (5) of the Arbitration and Conciliation Act, 1996 read with Rule 34.6 of

the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021, the petitioners have approached this Court seeking extension of the mandate of the learned Sole Arbitrator, Hon'ble Ms. Justice H.N. Devani (Retd.), in Arbitration Case No. 6 of 2022. The prayer is to extend the time for a further period of six months from the expiry of the last extended period, i.e. 20th December, 2025, and thereafter for a further period of six months from 20th June, 2026, in the interest of justice, so as to enable the learned Sole Arbitrator to pronounce and publish the arbitral award.

2. The brief facts necessary for deciding the present petitions are as under:

2.1 The arbitration proceedings were initiated pursuant to the order dated 07th January, 2022 passed by the High Court of Gujarat appointing Hon'ble Ms.Justice H.N. Devani (Retd.) as the learned Sole Arbitrator under the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021. The parties were governed by the said Rules, and upon her appointment, the learned Sole Arbitrator entered upon the reference to adjudicate the disputes between the parties.

2.2 The claimant filed its Statement of Claim on or about 28th February, 2022. Respondent Nos.1, 2, 3 and 5 filed their Statement of Defence along with Counter Claim on 12th May, 2022. Respondent No.4 filed its Statement of Defence on 09th May, 2022, whereas respondent Nos.6 and 7 filed their Statement of Defence and Counter Claim on 13th May, 2022. The claimant thereafter filed its rejoinder as well as its Statement of Defence to the respective Counter Claims on or about 20th June, 2022. Accordingly, in terms of Rules 24 and 25 read with Rule 34.4 of the Rules, 2021, the pleadings stood completed on 20th June, 2022, from which date the statutory period of twelve months commenced.

2.3 Upon completion of pleadings and settlement of the terms of reference, the parties undertook the process of admission and denial of documents and thereafter led oral evidence. In all, nineteen witnesses were examined and cross-examined before the learned Tribunal. The cross-examination was extensive and ultimately concluded on 22nd September, 2023. Since the initial period of twelve months was due to expire, the parties, by consent, filed a pursis under Rule 34.5 of the Rules, 2021 extending the mandate of the learned Tribunal by six months,

and accordingly the period stood extended up to 20th December, 2023.

2.4 Thereafter, when the matter had reached the stage of final hearing and the extended period was due to expire on 20th December, 2023, the applicants filed Arbitration Petition No.190 of 2023 seeking a further extension of six months. By order dated 20th December, 2023, this Court extended the mandate of the learned Sole Arbitrator up to 20th June, 2024.

2.5 During the said extended period, the learned Tribunal heard and concluded the oral arguments of all the parties on 11th April, 2024. Thereafter, the matter was reserved for pronouncement of the arbitral award, while granting one month's time to the parties to file their written submissions.

2.6 Having regard to the voluminous record and the complex issues arising out of the business transactions of the partnership firm and the *inter se* disputes between the partners, the learned Tribunal required additional time to prepare and pronounce the arbitral award. Since it was not likely that the award could be pronounced before 20th June, 2024, the applicants preferred IAP No.116 of 2024 seeking a further

extension of six months.

2.7 As the extended period was thereafter to expire on 20th December, 2024, the applicants filed Arbitration Petition No.39 of 2025 seeking a further extension of six months, i.e. upto 20th June, 2025. The said petition came to be allowed by this Court by order dated 13th March, 2025.

2.8 Even as on the date of filing of the present petitions, the arbitral award has not been pronounced. It has been stated that the learned Sole Arbitrator requires further time and that the award is not likely to be pronounced before 20th June, 2025. The applicants have, therefore, filed the present petitions seeking extension of the mandate for a further period of six months from 20th June, 2025 to enable the learned Sole Arbitrator to pronounce the arbitral award.

3. Heard learned Senior Advocate Mr.Deven Parikh with learned Advocate Mr.Rutul Desai for the petitioners, Learned Advocate Mr.Mehul Sharad Shah for respondent Nos.1 to 5 and Learned Advocate Mr.K.K. Trivedi for respondent Nos.6 and 7.

4. At the outset, learned advocate Mr.

Mehul Shah appearing for the respondent raised a preliminary objection by placing reliance upon the recent decision of the Apex Court in **Jagdeep Chowgule v. Sheela Chowgule** reported in **2026 INSC 92.** It was contended that, in view of the said decision, the jurisdiction to extend the mandate of an arbitral tribunal under Section 29A(4) of the Arbitration and Conciliation Act, 1996 vests only in the Court competent to entertain an application under Section 34 challenging the arbitral award.

4.1 Learned Advocate also relied on the following judgments to buttress his submissions:

(i) **Mohan Lal Fatehpuria v. M/s.Bharat Textiles [SLP (C) No.13779 of 2025],**

(ii) **Budhia Swain v. Gopinath Deb [(1999) 4 SCC 396],**

(iii) **Rohan Builders (India) Pvt. Ltd. v. Berger Paints India Ltd. [(2025) 10 SCC 802],**

(iv) **Chiranjilal Shrilal Goenka (Deceased) through Lrs. v. Jasjit Singh [(1993) 2 SCC 507],**

(v) **Nimet Resources Inc. v. Essar Steels Ltd. [(2009) 17 SCC 313],**

(vi) **Chief Engineer (NH) PWD (Roads) v. BSC & C and C JV [2024 SCC OnLine SC 1801],**

(vii) **Petition under Arbitration Act No.132 of 2024** decided by the High Court of Gujarat vide order dated 22nd November, 2024,

(viii) **Coimbatore Integrated Waste Management Company Pvt. Ltd. v. Coimbatore City Municipal Corporation [2026 LawSuit (Mad) 83],**

(ix) **C B Ramkumar S/o. Late I B Menon: Lalitha Ramkumar W/o C B Ramkumar v. M/s.Himalaya Prime Assets Pvt. Ltd. [2026 LawSuit (Kar) 223],**

(x) **Era International v. Aditya Birla Global Trading India Pvt. Ltd. [2024 SCC OnLine Bom 835].**

4.2 Learned Advocate Mr.Shah, on the basis of the aforesaid, requested this Court not to entertain the present petition.

5. *Per contra*, learned Senior Advocate Mr.Deven Parikh appearing for the petitioner made the following submissions:

5.1 Learned Senior Advocate submitted that while appointing the learned Sole Arbitrator by order dated 07th January, 2022 passed in Arbitration Petition No.91 of 2020, this Court specifically directed that the arbitration proceedings shall be governed by the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021, and that both parties

shall be bound by the said Rules. It was submitted that the parties have all throughout acted in accordance with the said Rules without raising any objection. Therefore, it is no longer open for the respondent to contend that the petition for extension of the mandate under Section 29A(4) cannot be entertained by this Court by overlooking Rule 34.6 of the Rules, 2021. It was, therefore, urged that the preliminary objection deserves to be rejected.

5.2 It was further submitted that all the earlier applications seeking extension of the mandate were filed before this Court under Rule 34.6 of the Rules, 2021 and no objection was ever raised by the respondent. Having accepted the applicability of Rule 34.6 on the earlier occasions, the respondent cannot now contend that the petitioners should approach the civil court for extension of time.

5.3 Learned Senior Advocate submitted that the Rules, 2021 continue to hold the field and have not been challenged. The said Rules, having statutory force, are binding on the parties. Rule 34.6 specifically empowers the High Court to extend the mandate of the arbitral tribunal on an application made by any party. Therefore, in

terms of the statutory Rules, this Court alone has the jurisdiction to extend the mandate and the petitioners cannot be relegated to the civil court under Section 29A(5) of the Act.

5.4 It was next submitted that party autonomy is the cornerstone of arbitration law. Parties are free to adopt, by agreement, the rules that would govern the arbitral proceedings. In the present case, having accepted the applicability of the Rules, 2021 by their conduct, the parties cannot now depart from the said Rules.

5.5 It was submitted that by referring the disputes to arbitration in accordance with the Rules, 2021, this Court had referred the matter to an institutional arbitration. In the absence of any objection to such reference, the respondents cannot now dispute the jurisdiction of this Court to extend the mandate under Rule 34.6. It was further submitted that the decision in **Jagdeep Chowgule (supra)** does not deal with institutional arbitration where the governing rules of the institution specifically confer such power upon the High Court.

5.6 Learned Senior Advocate further submitted that, in arbitration, parties are not

only free to adopt the procedure governing the proceedings but are also entitled to agree upon the forum exercising supervisory jurisdiction. Therefore, once the parties accepted the Rules, 2021, Rule 34.6 alone would govern the extension of the mandate. It was contended that, in the peculiar facts of the present case, where the Hon'ble the Chief Justice referred the disputes to the Arbitration Centre with a specific direction that the Rules, 2021 would apply, any extension of the mandate must necessarily be sought under Rule 34.6 before this Court.

5.7 It was also submitted that the High Court Arbitration Centre is entitled to provide, under its Rules, that its proceedings shall be supervised by the High Court alone and not by the District Court. Consequently, Rule 34.6 confers jurisdiction exclusively upon the High Court to extend the mandate of the arbitral tribunal.

5.8 Lastly, it was submitted that the Arbitration Centre has framed a complete set of Rules governing institutional arbitration, including Rule 34.6 relating to extension of the mandate. Once the parties have chosen to be governed by those Rules, the procedure prescribed therein must be followed. According to the

learned Senior Advocate, the parties having agreed to the supervisory jurisdiction of the High Court in matters relating to extension of the mandate, such an arrangement is neither inconsistent with nor contrary to the fundamental policy of the Arbitration and Conciliation Act, 1996. It was, therefore, submitted that the principle of party autonomy permits the parties to adopt such procedural framework even in matters concerning Section 29A of the Act.

5.9 By making above submissions, learned Senior Advocate requested this Court to reject the preliminary objection raised by the respondents.

5.10 To substantiate the aforesaid contentions, Learned Senior Advocate relied on the following decisions:

(i) **Reliance Industries Ltd. v. Union of India [(2014) 7 SCC 603];**

(ii) **Amazon.com NV Investment Holdings LLC v. Future Retail Ltd. [(2022) 1 SCC 209];**

(iii) **Hindustan Construction Company Ltd. Through its Authorised Signatory Yogesh Dalal v. Bihar Rajya Pul Nirman Nigam Ltd. [2025 LawSuit (SC) 1542]** and

(iv) **P.R. Shah Shares and Stock Brokers Pvt. Ltd. v. B.H.H. Securities Pvt. Ltd. [(2012) 1 SCC 594].**

6. Learned advocate Mr.Amit Thakkar adopted the submissions advanced by learned Senior Advocate Mr.Deven Parikh. However, in so far as Miscellaneous Civil Application No.773 of 2026 in Arbitration Petition No.39 of 2025 is concerned, he questioned its maintainability by relying upon the provisions of Order XLVII of the Code of Civil Procedure, 1908.

6.1 It was submitted that the Explanation to Order XLVII makes it abundantly clear that a judgment cannot be reviewed merely because the legal position on which it was based has subsequently been reversed or modified by a superior court in another case. According to the learned advocate, the present Miscellaneous Civil Application is founded entirely on the decision of the Apex Court in **Jagdeep Chowgule (supra)**, rendered on 29th January, 2026.

6.2 It was further submitted that the orders sought to be reviewed and recalled were passed on 13th March, 2025 and 21st March, 2025, much prior to the pronouncement of the judgment in **Jagdeep Chowgule (supra).** Therefore, a subsequent

declaration of law by the Apex Court cannot furnish a ground to seek review of orders passed before such declaration. It was, therefore, contended that the review application is misconceived and deserves to be dismissed.

7. In rejoinder, learned advocate Mr. Shah made the following submissions:

7.1 It was submitted that no distinction can be drawn between an institutional arbitration and an ad hoc arbitration so far as the applicability of the Arbitration and Conciliation Act, 1996 is concerned. According to the learned advocate, the provisions of the Act apply uniformly to both forms of arbitration.

7.2 Learned advocate further submitted that when Rule 34.6 of the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021 was framed, the jurisdiction to extend the mandate under Sections 29A(4) and 29A(5) vested in the High Court, and therefore the expression "High Court" came to be incorporated in the said Rule. It was contended that, in any case, the Rules of the Arbitration Centre cannot override the provisions of the Arbitration and Conciliation Act, 1996. According to the learned advocate, in view of the recent

decision of the Apex Court interpreting Section 29A(4), it has now been authoritatively held that the expression "Court" refers to the court having jurisdiction to entertain an application under Section 34 of the Act. Consequently, to the extent Rule 34.6 is inconsistent with the said interpretation of Section 29A(4), it cannot be given effect to.

7.3 On the aforesaid submissions, learned advocate for the respondents prayed that the preliminary objection be upheld.

CONTROVERSY BEFORE THE COURT AS FOLLOWS:

8. Having considered the submissions advanced by the learned advocates for the respective parties and upon perusal of the material placed on record, the following questions arise for determination:

(i) Whether, in the facts of the present case, the jurisdiction to extend the mandate of the learned Sole Arbitrator is to be determined in accordance with Section 29A(4) of the Arbitration and Conciliation Act, 1996, as interpreted by the Apex Court in **Jagdeep Chowgule (supra)**, or in accordance with Rule 34.6

of the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021, which the parties had agreed to be governed by?

(ii) Whether the principle of party autonomy permits the parties, either by agreement or by adopting institutional arbitration rules, to confer jurisdiction upon the High Court to entertain an application for extension of the arbitral tribunal's mandate, notwithstanding the scheme of Section 29A of the Arbitration and Conciliation Act, 1996?

(iii) Whether Rule 34.6 of the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021 can operate independently of, or prevail over, the jurisdictional framework contained in Section 29A of the Arbitration and Conciliation Act, 1996?

9. So as to decide the aforesaid question, in my view, provisions of Section 29A(4) deserves consideration. For the sake of brevity, the same is hereby reproduced hereunder:

> *"29A. Time Limit for arbitral award.-*
>
> *(1) … … …*
> *(2) … … …*
> *(3) … … …*
>
> *(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."*

10. A plain reading of Section 29A of the Arbitration and Conciliation Act, 1996 makes it evident that, except in the case of an international commercial arbitration, the

arbitral tribunal is required to make the arbitral award within a period of twelve months from the date of completion of pleadings under Section 23(4) of the Act. The time limit prescribed by the legislature is mandatory in nature and forms an integral part of the statutory framework governing arbitral proceedings.

Under Section 29A(3), the legislature has consciously preserved the principle of party autonomy by permitting the parties, by mutual consent, to extend the mandate of the arbitral tribunal for a further period not exceeding six months. Thus, to that limited extent, the continuation of the arbitral proceedings remains within the control of the parties.

However, the statutory scheme undergoes a marked change once the initial period of twelve months and the consensual extension of six months expire. Section 29A(4) expressly provides that, upon expiry of the said period, the mandate of the arbitral tribunal stands terminated unless the Court extends the period. At that stage, the legislature has consciously withdrawn the matter from the domain of party autonomy and entrusted it to judicial supervision. The continuation of

the arbitral tribunal thereafter depends solely upon an order of the Court passed on sufficient cause being shown and on such terms and conditions as it may deem fit. The Court is also empowered, if the circumstances so warrant, to substitute the arbitrator while granting such extension.

The scheme of Section 29A, therefore, reflects a careful legislative balance between party autonomy and judicial oversight. While the parties enjoy complete freedom to grant a one-time extension of six months by mutual consent, any further continuation of the arbitral tribunal is placed exclusively under the control of the Court. The provision is not merely procedural; rather, it constitutes a self-contained statutory mechanism regulating the time within which an arbitral award is to be made and prescribing the manner in which the mandate of the arbitral tribunal may continue beyond the prescribed period.

10.1 Section 29A thus imposes a statutory obligation upon the arbitral tribunal to render its award within a maximum period of eighteen months, comprising the original period of twelve months and the additional six months that may be

granted by consent of the parties. Beyond this period, the mandate can continue only upon an order of the Court under Section 29A(4).

Viewed from this perspective, neither the parties nor an arbitral institution can, by agreement or by institutional rules, provide for any mechanism permitting extension of the tribunal's mandate beyond the statutory period without recourse to the Court. Significantly, the Act does not carve out any exception excluding institutional arbitrations seated in India from the operation of Section 29A. Consequently, irrespective of whether the arbitration is ad hoc or institutional, any extension of the arbitral tribunal's mandate beyond the statutory period must necessarily be sought from the "Court" as understood under Section 29A read with the definition contained in Section 2(1)(e) of the Act.

11. At this stage, this Court cannot be under any oblivion with regard to the recent pronouncement of the Apex Court in the case of **Jagdeep Chowgule (supra)**. It would be apt to consider the relevant portion of the said decision. The same is quoted as under:

> *"5. As we begin to examine the very*

same questions, ably canvassed before us by Mr. Abhay Anil Anturkar and Mr. Amit Pai, learned counsels for the appellant and the respondents respectively, we would prefer to reframe the question, which is as simple and straight forward as follows:-

> *If an arbitral tribunal - appointed by the High Court or by the parties concerned - does not complete proceedings within the required or extended time limit, can an application to extend time under Section 29A of the Act can be filed before the High Court or the Civil Court?*

6. We are of the opinion that there was no need to split the questions into two, one for a situation when the High Court constitutes the arbitral tribunal under Section 11(6) and the other, when the parties themselves constitute it under Section 11(2). Perhaps by asking the wrong questions, the Division Bench arrived at wrong answers. It is not just this Division Bench, in fact this perceived duality in the appointment process has given rise to divergent views of different High Courts. Before we deal with the divergent views of the High Court, followed by our analysis, short and necessary facts are as follows.

IV. Divergence in the opinion of the High Courts on interpretation of "Court" under Section 2(1)(e) of the Act

8. A large number of decisions of the High Courts on interpretation of Section 29A of the Act can be categorized into following two streams.

A. Judgments taking the view that 'Court' in Section 29A is Court as defined in Section 2(1)(e).

9. The first stream of High Court decisions in Mormugao Port Trust v. Ganesh Benzoplast Ltd. [WP No. 3 of 2020 (High Court of Bombay at Goa)], M/s A'Xykno Capital Services Private Ltd. V State of UP [2023 SCC OnLine

AII 2991], and Dr. VV Subbarao v. Dr. Appa Rao Mukkamala & Ors. [2024 SCC OnLine AP 1668], hold that the expression 'Court' in Section 29A is the Court as defined under Section 2(1)(e), irrespective of the event that the arbitral tribunal was constituted by the Supreme or High Courts under Section 11(6) or by consent of parties under Section 11(2) of the Act. They hold that, once an arbitrator has been appointed through the judicial process, the Courts become functus officio and applications seeking extension of mandate under Section 29A are to be filed before Court as defined in Section 2(1)(e).

9.1 Further, as per this stream of decisions, the text of the legislation is unambiguous. Neither a High Court not having original ordinary civil jurisdiction has been included with regard to entertainability of an application under Section 29A, nor a Principal Civil Court has been excluded from Section 2(1)(e) for purpose of Section 29A. Some of these decisions clarify that, when the legislature intended to delineate jurisdictions, requisite provisions have duly been made, as exemplified through Sections 47 and 57, whereby jurisdiction of Civil Courts is expressly excluded. Further, Section 29A stipulates no distinction between arbitrators appointed with the consent of parties or by Constitutional Courts under Section 11.
B. Other stream of judgments interpreting Court in Section 29A in the 'context' to disapply Section 2(1)(e).

10. The second stream of High Court decisions in Nilesh Ramanbhai Patel v. Bhanubhai Ramanbhai Patel [2018 SCC OnLine Guj 5017], Cabra Instalaciones Y. Servicios v. Maharashtra State Electricity Distribution Co. Ltd. [2019 SCC OnLine Bom 1437], DDA v. Tara Chand Sumit Construction Co. [2020 SCC OnLine Del 2501], Amit Kumar Gupta v. Dipak Prasad [2021 SCC OnLine Cal 2174], Magnus Opus IT Consulting Pvt Ltd v. Artcad Systems [2022 SCC OnLine Bom 2861], Indian Farmers Fertilizers Cooperative Limited v. Manish

Engineering Enterprises [2022 SCC OnLine All 150], Best Eastern Business House Pvt. Ltd. v. Mina Pradhan [2025 SCC OnLine Cal 7997], Ovington Finance Pvt Ltd. v. Bindiya Naga [2023 SCC OnLine Del 8765], K.I.P.L. Vistacore Infra Projects J.V. v. Municipal Corporation of the city of Ichalkarnj [2024 SCC Online Bom 327], M/S Geo Miller Company Private Limited v. UP Jal Nigam and Ors. [2024 SCC OnLine All 1676], Best Eastern Business House Pvt. Ltd. v. Mina Pradhan [2025 SCC OnLine Cal 7997], and M/s. Premco Rail Engineering Ltd. v. Indian Institute of Technology, Indore [Arbitration Case No.88 of 2025 (High Court of Madhya Pradesh)] hold that in cases where the appointment of arbitrator is by the High Court under Section 11(6), applications for extension of time under Section 29A cannot be made before Civil Courts. The primary concern in these decisions is, if the expression "Court" in Section 2(1)(e) is interpreted to mean only the Court as defined there, it will create a jurisdictional anomaly, that is, the High Court would be appointing the arbitrator and the Civil Court, a Court inferior to it, could be asked to extend the arbitrator's mandate and would also have the jurisdiction to substitute the arbitrator appointed by the High Court.

10.1 It is reasoned that as the exclusive power of appointment of arbitrator under Section 11 is of the Supreme Court or the High Courts, the ancillary power of extension or substitution can only be of these Courts, or else a situation of "conflict of power" between the Civil Court and the High Court would arise in cases of domestic arbitration and a similar conflict would arise between the High Court and the Supreme Court in cases of international commercial arbitration.

10.2 To obviate the situation, these lines of decisions adopt the interpretative principle of giving "contextual" meaning to the expression 'Court' in Section 29A by

referring and relying on the phrase "in this Part, unless the context otherwise requires" in Section 2(1) of the Act. The High Courts, for instance the High Court of Gujarat in Nilesh Ramanbhai Patel (Supra) followed by the Delhi High Court in DDA v. Tara Chand (Supra) [2020 SCC OnLine Del 2501] were troubled by the power of principal Civil Court to substitute arbitrators appointed by the High Court. To resolve this complexity, they have taken the view that "Court" under Section 29A for extension of the mandate of the arbitral tribunal in the context of the arbitral tribunal being constituted by the High Court or the Supreme Court under Section 11(6), shall not be the "Court" as defined in Section 2(1)(e), but the High Court or the Supreme Court under Section 11(6).

12. The Arbitration and Conciliation Act, 1996 is a complete code. While Chapter I of the Act relates to definitions, limits of judicial intervention and waiver. Chapter II defines the scope of an arbitration agreement, the obligation of a judicial authority to refer the parties to the agreement to arbitration and power of the Court to provide interim measures. Chapter III relates to the initiation and composition of arbitral tribunal, as also the procedure and remedies for challenging the appointments. Chapter IV relates to jurisdiction of arbitral tribunals, its powers to examine its own competence and also to provide interim measures. Chapter V deals with the conduct of arbitral proceedings. The process of making of award and termination of arbitral proceedings is dealt with in Chapter VI. Finally, Chapters VII, VIII and IX relate to judicial remedies for challenging the award, appeal, finality and enforcement.

True Text and Context of Section 29A

16. As we move away from the process of "Appointment of Arbitrators" under Section 11 and arrive at the "Conduct of Arbitral Proceedings" and "Making of Arbitral Award

and Termination", which procedures are articulated in Chapters V and VI, we notice the Parliament's endeavour to introduce principles of integrity and efficiency in working of the alternative remedy by prescribing time limits. This is an important feature, introduced through Section 29A, w.e.f. 23.10.2015. The Section in its entirety has already been extracted for ready reference, but a holistic reading of the provision with other parts of the Act mandates as follows;

> *(i) Sub-Section (1) of Section 29A mandates that the award shall be made within 12 months of the completion of pleadings before the Arbitral Tribunal. While sub-Section (2) incentivises expeditious making of the Award, proviso to sub-Section (4) and sub-Section (8) authorises the Court to impose penalty for delay in making the award.*
>
> *(ii) Sub-Section (3) enables parties, by consent, to extend the period of 12 months for making the award by a further period not exceeding 6 months.*
>
> *(iii) If the award is not made within the stipulated period of 12 months or the extended period of 6 months, the mandate of the arbitrator(s) shall terminate.*
>
> *(iv) This termination is subject to the power of the Court to extend the period.*
>
> *(v) The 'Court' under Section 29A shall be the Civil Court of ordinary original jurisdiction in a district and includes the High Court in exercise of its original civil jurisdiction under Section 2(1)(e), and shall not be the High Court or the Supreme Court under Section 11(6) of the Act. Equally, Section 42 of the Act relating to jurisdiction for application will not apply to Section 11 of the Act.*
>
> *(vi) There is no statutorily prescribed time limit for the Court to exercise its power under Section 29A(4) for extending the period, except for its own restraint.*

The Court can exercise the power before or after the expiry of the period under sub-Sections 29A(1) or (3). Further, there is no prescription of outer limit for extending time for conclusion of arbitral proceedings. Given this power, the Court will exercise it with circumspection, balancing the remedy with rights of other stake holders.

(vii) The power of the Court to extend the time under sub-Section (4) may be exercised on an application by any of the parties. Once such an application for extension of time is pending, the mandate of the arbitrator shall continue till the disposal of such application under sub-Section (9). The Court shall also endeavour to dispose of such an application within 60 days.

(viii) Under Section 29A(6), while exercising the power of extension, it shall be open to the Court to substitute one or all the arbitrators. This is a discretionary power that the Court would exercise in the facts and circumstances of the case. Upon substitution, the reconstituted tribunal shall be deemed to be in continuation of the previously appointed tribunal as per Section 29A(7) and shall continue from the stage already reached and on the basis of evidence already on record. The newly appointed arbitrators shall be deemed to have received the evidence and materials.

(ix) Vesting of the power of substitution, under Section 29A(6), is on the Court and this Court is the Court as defined in Section 2(1)(e). The text as well as the context for identifying the Court in Section 29A(6), as well as in 29A(4), is the Court in Section 2(1)(e). The expression 'Court' in other provisions must be guided by the meaning given in Section 2(1)(e).

17. Before we examine the interpretative choices of the Court to decipher the true meaning of a word on the basis of the context, it is necessary for us to consider if perceptions such as "inferior

Court", "conflict of power", "hierarchy" or even a "jurisdictional anomaly", can supply "context" for deviating from a definition supplied by the Parliament to an expression. We have no hesitation in holding that interpretation based on a perception of status or hierarchy of Courts is opposed to the fundamental conception of rule of law. It is apt to refer to the famous statement of Dicey that, 'however high you may be, the law is above you.' Law, and law alone is the source of power.

20. For the reasons stated above, we are of the opinion that the conclusion on the ground that there will be hierarchical difficulties, conflict of power or jurisdictional anomaly if a Civil Court entertains application under Section 29A for extension of time of an arbitral tribunal if the High Court under Section 11(6) of the Act has appointed the arbitrator(s) is untenable. This approach is hereby rejected.

VIII. Interpretation of the expression "Court" in Section 2(1)(e)

21. It is a settled principle of statutory interpretation that a defined term must ordinarily bear the meaning assigned to it "unless the context otherwise requires". Further, in State of West Bengal v. Associated Contractors [(2015) 1 SCC 32], a three-judge bench held that no Court other than the one defined in Section 2(1)(e) gets qualified as 'Court' under Part I of the Act, 1996. It observed that,

> *"25. …. (a) Section 2(1)(e) contains an exhaustive definition marking out only the Principal Civil Court of Original Jurisdiction in a district or a High Court having original civil jurisdiction in the State, and no other court as "court" for the purpose of Part I of the Arbitration Act, 1996."*

22. Similarly, in Nimet Resources Inc. & Anr. v. Essar Steels Ltd. [(2009) 17 SCC

313] where this Court considered Section 2(1)(e) in the context of Section 14 observed as under:

"8. Application in terms of sub-section (2) of Section 14, thus, lies before a "court" within the meaning of the 1996 Act.

9. It is only thus the "court", within the meaning of the provisions of the said Act which can entertain such an application raised by the parties herein and determine the dispute therein on merit.

10. Unlike the 1940 Act, "court" has been defined in Section 2(1)(e) to mean:

> *"2. (1)(e) 'Court' means 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 subjectmatter of the arbitration if the same had been the subjectmatter 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;"*

11. As a "court" has been defined in the 1996 Act itself, an application under Section 14(2) would be maintainable only before the Principal Civil Court which may include a High Court having jurisdiction but not this Court.

12. This Court in passing its order dated 27-9-2000, as noticed hereinbefore, did not and could not retain any jurisdiction in itself as could be done in suitable cases under the 1940 Act. It even did not determine the validity or otherwise of the arbitration agreement. It allowed the parties to take recourse to their remedies before the learned arbitrator. When the said order was passed, this Court was considered to have only an administrative power, but the same has since been held to be a judicial power in SBP & Co. v. Patel Engg. Ltd. [(2005) 8 SCC 618] The said jurisdiction, however, does not extend to Section 14 of the Act.

13. The definition of "court" indisputably would be subject to the context in which it is used. It

may also include the appellate courts. Once the legislature has defined a term in the interpretation clause, it is not necessary for it to use the same expression in other provisions of the Act. It is well settled that meaning assigned to a term as defined in the interpretation clause unless the context otherwise requires should be given the same meaning.

14. It is also well settled that in the absence of any context indicating a contrary intention, the same meaning would be attached to the word used in the later as is given to them in the earlier statute. It is trite that the words or expression used in a statute before and after amendment should be given the same meaning. It is a settled law that when the legislature uses the same words in a similar connection, it is to be presumed that in the absence of any context indicating a contrary intention, the same meaning should attach to the words.

18. Jurisdiction under Section 11(6) of the 1996 Act is used for a different purpose. The Chief Justice or his designate exercises a limited jurisdiction. It is not as broad as sub-section (4) of Section 20 of the 1940 Act. When an arbitrator is nominated under the 1996 Act, the court does not retain any jurisdiction with it. It becomes functus officio subject of course to exercise of jurisdiction in terms of constitutional provisions or the Supreme Court Rules."

(emphasis supplied)

23. Nimet Resources (Supra) clarifies two propositions of enduring relevance. First, that applications concerning conduct, continuation, termination or substitution of an arbitral mandate, whether under Section 14 or otherwise, are matters of curial supervision and must be instituted before the "Court" as statutorily defined. Second, that the jurisdiction exercised under Section 11 is limited and exhausted upon the constitution of the arbitral tribunal, leading to the appointing Court becoming functus officio thereafter. These principles apply with equal force to Section 29A. The extension of mandate or substitution of an arbitrator under Section 29A does not partake

> *the character of "appointment" under Section 11, but is a measure designed to ensure timely conclusion of arbitration. Absence of any contextual indicia to the contrary, the expression "Court" in Section 29A must, therefore, be accorded the meaning assigned to it under Section 2(1)(e).*
>
> *X Conclusion*
>
> *27. In view of the above, we allow the appeals, set aside the reference of the Division Bench in Writ Petition No. 88 of 2024 dated 07.08.2024 and the subsequent judgment and order of the Single Judge of the High Court in Writ Petition No. 88 of 2024 dated 21.08.2024 and restore the judgment of the Commercial Court in Civil Miscellaneous Application No. 20/2023/A dated 02.01.2024. Parties are at liberty to move the Commercial Court for further extension under Section 29A(5) for exercising Court's power under Section 29A(4). The Court shall consider the application, hear the parties and pass appropriate orders."*

12. Having considered the rival submissions, this Court now proceeds to examine the contentions advanced on behalf of the petitioners.

12.1 The principal contention of the petitioners is founded upon Rule 34.6 of the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021, which provides that an application for extension of the mandate of the arbitral tribunal shall lie before the High Court. It is true that the reference to

arbitration in the present case was made in accordance with the said Rules and the parties had agreed to be governed by them. However, that by itself cannot conclude the issue.

Rule 34.6 was framed in the year 2021 when the legal position regarding Section 29A of the Arbitration and Conciliation Act, 1996 had not been authoritatively settled. Subsequently, the Apex Court, in **Jagdeep Chowgule (supra)**, has interpreted Section 29A in conjunction with Section 2(1)(e) of the Act and has categorically held that an application for extension of the mandate must be presented before the Court competent to entertain a challenge under Section 34 of the Act. Once the statutory provision has been authoritatively interpreted by the Apex Court, Rule 34.6 must necessarily yield to such interpretation. The Rule, therefore, cannot be applied in disregard of Section 29A as interpreted by the Apex Court.

12.2 Equally untenable is the contention that, since earlier applications for extension were entertained by this Court under Rule 34.6 without objection, the respondents are now precluded from raising the issue of jurisdiction. All the earlier orders extending the mandate were

passed prior to the pronouncement of the decision in **Jagdeep Chowgule (supra).** Once the Apex Court has declared the law, the same becomes binding on all courts by virtue of Article 141 of the Constitution. Article 144 further obliges all civil and judicial authorities to act in aid of the Supreme Court. Consequently, the jurisdictional issue must now be examined in the light of the law declared by the Apex Court, irrespective of the course adopted in the earlier proceedings.

12.3 The further submission that Rule 34.6 continues to operate as it has not been challenged also does not merit acceptance. It is well settled that subordinate legislation must conform to the parent statute. If a rule is found to be inconsistent with the provisions of the Act or with the law declared by the Apex Court while interpreting the Act, such inconsistency cannot be ignored merely because the rule has not been specifically challenged. The duty of the Court is to harmoniously construe the Rules with the Act. Therefore, Rule 34.6 must operate subject to Section 29A and cannot be construed in a manner inconsistent with the statutory scheme.

12.4 Much emphasis was placed on the

principle of party autonomy, which undoubtedly constitutes one of the foundational principles of arbitration law. The Arbitration and Conciliation Act, 1996 accords considerable freedom to parties in matters relating to the arbitration agreement, the number and appointment of arbitrators, the procedure to be followed, the place and language of arbitration and several other procedural aspects. The legislative intent is to minimise judicial intervention and facilitate efficient resolution of disputes through arbitration.

However, party autonomy under the Act is not absolute. It operates only in those areas where the statute expressly permits the parties to exercise their choice. Wherever the Act prescribes a mandatory statutory procedure, party autonomy necessarily gives way to the legislative mandate.

Section 29A is one such provision. While Section 29A(3) permits the parties, by mutual consent, to extend the mandate of the arbitral tribunal for a further period of six months, Section 29A(4) mandates that any extension beyond that period can be granted only by the Court. Thus, the statute itself draws a clear distinction between the sphere reserved for party

autonomy and the sphere reserved for judicial supervision. Once the statutory period together with the consensual extension expires, the continuation of the arbitral tribunal ceases to be a matter of agreement between the parties and becomes subject exclusively to the jurisdiction of the Court.

In that view of the matter, party autonomy cannot be stretched to permit the parties, either by agreement or by adopting institutional rules, to confer jurisdiction upon a Court which the statute does not recognise. Jurisdiction is conferred by law and not by consent. Once the expression "Court" occurring in Section 29A has been interpreted by the Apex Court with reference to Section 2(1)(e) of the Act, the parties cannot, by agreement, substitute another forum for the one contemplated by the statute.

12.5 Thus, principle of party autonomy in the arbitration law, in my considered opinion, there cannot be any cavil with regard to the said proposition. Arbitration law and its object is to minimize the supervisory role of courts, providing speedy disposal of the dispute with amicable, swift and co-efficient settlement with

a formal award while ensuring that arbitration proceedings are just, fair and effective. While making arbitration proceedings speedy and effective, legislature has also added pinch of friendliness by extending certain flexibilities to the parties to the agreement/ arbitration. The parties to the arbitration are free to adopt the procedure. At the same time, such autonomy is not absolute in nature. The party autonomy operates in area where the statute is permissive, but at the same time, it is excluded where the provisions are mandatory such as court's supervision under certain provisions of the Act. On overall consideration of the Arbitration Act, 1996, party autonomy is permissive under Section 7 where party decides whether to arbitrate, scope of dispute, etc. Meaning thereby, parties are left open to have an agreement to submit to themselves to arbitration proceedings. So far as Sections 10 and 11 are concerned, parties are left to their autonomy to choose number of Arbitrators and procedure for appointment thereof. Section 19 of the Arbitration Act would allow the parties to have their own procedure precisely, parties can decide their own mode of recording of evidence, procedure for conducting the proceedings etc. In view of provisions of Section 20, parties are also left to decide seat

and venue of arbitration. Once the seat of arbitration is decided, applicability of curial law of court's jurisdiction would be determined. Accordingly, once the place of arbitration is decided under Section 20 and if place of arbitration is situated in India, Indian law shall be applicable being a mandatory position. At this stage, it is required to be noted that in the present case, seat of arbitration is within the territory of India and thereby curial law of procedure shall be applicable. As per Section 22, parties are also free to agree upon the language to be used in arbitration proceedings. Likewise, Sections 29B and 31A are also reflects eminence to party autonomy. Now, if the provision of Section 29A is concerned, the same being statutorily mandated, although limited autonomy for extension of time of six months is granted to the party, but the moment the mandate is expired; Section 29A(4) becomes eminent and in that event, only court can grant further extension and not the party as per their claimed autonomy. When the party autonomy is restricted for extension of mandate, it is not digestible that a party can choose a court who can extend the mandate. Party autonomy does not give any leverage to any of the parties to the arbitration to have their own choice of court upon which, by way of agreement,

they can invest powers for extension of mandate *de hors* the provisions of Section 29A(4) of the Arbitration Act, 1996. Under the circumstances, party autonomy recognized under the provisions of the Arbitration Act, 1996 is not absolute in all the provisions, but limited to the area which is statutorily prescribed within the Act itself.

12.6 The contention that the Arbitration Centre is entitled to provide, under its Rules, that the High Court alone shall supervise proceedings conducted under its aegis also cannot be accepted. An arbitral institution is undoubtedly competent to frame rules governing the conduct of proceedings before it and to regulate procedural matters for the convenience of the parties. Nevertheless, such rules cannot override or dilute the mandatory provisions of the Arbitration and Conciliation Act, 1996. Institutional rules supplement the statute; they cannot supplant it.

Acceptance of the petitioners' contention would, in effect, permit every arbitral institution to determine for itself the forum having jurisdiction under Section 29A, thereby defeating the uniform statutory framework enacted by Parliament. Such a consequence is plainly impermissible.

12.7 The submission that, once the parties have adopted the Rules, 2021, every provision thereof must necessarily be enforced also deserves to be rejected. Ordinarily, parties are bound by the procedural rules governing the arbitration they have chosen. However, such adherence is subject to one fundamental limitation, namely that the institutional rules must remain consistent with the provisions of the Act. To the extent any provision of the Rules is inconsistent with the Act, or with the law declared by the Apex Court while interpreting the Act, the statutory mandate must prevail.

Accordingly, after the decision in **Jagdeep Chowgule (supra)**, Rule 34.6 cannot be applied in a manner inconsistent with Section 29A read with Section 2(1)(e) of the Arbitration and Conciliation Act, 1996.

13. So far as the authorities relied upon by the learned Senior Advocate for the petitioner are concerned, this Court is of the view that they turn on their own facts and the legal issues arising therein are materially different from those involved in the present case. The principal submission of the petitioner is that Rule 34.6 of the Arbitration Centre (Domestic and

International), High Court of Gujarat Rules, 2021, being part of the curial law chosen by the parties, must continue to govern the issue of extension of the arbitral tribunal's mandate.

There can be no dispute with the proposition that parties are free to adopt the curial law governing the conduct of the arbitral proceedings. However, the issue that arises in the present case is altogether different. The question is whether a provision of the curial law, which has subsequently become inconsistent with the statutory scheme of the Arbitration and Conciliation Act, 1996 as interpreted by the Apex Court, can still be enforced merely because it was adopted by the parties.

None of the decisions relied upon by the learned Senior Advocate lays down that an institutional rule or curial provision, once adopted by the parties, would continue to prevail even if it becomes inconsistent with the provisions of the parent statute. In that view of the matter, the authorities relied upon by the petitioner are clearly distinguishable on facts as well as on the legal issue involved and, therefore, do not advance the petitioner's case.

14. In view of the foregoing discussion, the

preliminary objection raised on behalf of the respondents deserves to be accepted and is accordingly upheld.

15. Consequently, in view of the law declared by the Apex Court in **Jagdeep Chowgule v. Sheela Chowgule**, reported in **2026 INSC 92**, this Court lacks the jurisdiction to entertain the present petitions under Section 29A(4) of the Arbitration and Conciliation Act, 1996. The petitions are, therefore, dismissed as not maintainable, with liberty to the petitioners to approach the competent Court having jurisdiction under Section 29A(4) of the Act for appropriate relief.

It is clarified that the period spent by the petitioners in *bona fide* prosecuting the present proceedings before this Court shall stand excluded while computing limitation, if any, in accordance with law.

16. In view of the dismissal of Arbitration Petition No.145 of 2025, Civil Application No.1 of 2025 filed therein for amendment does not survive for consideration and is accordingly disposed of as having become infructuous.

17. In so far as Miscellaneous Civil

Application No.773 of 2026 seeking review is concerned, the same is founded upon the subsequent decision of the Apex Court in **Jagdeep Chowgule (supra).** The orders sought to be reviewed were admittedly passed prior to the pronouncement of the said decision.

The Explanation to Order XLVII Rule 1 of the Code of Civil Procedure, 1908 expressly provides that a subsequent reversal or modification of the legal position by a superior Court in another case does not constitute a ground for review of a judgment rendered earlier. In view thereof, a subsequent declaration of law by the Apex Court cannot furnish a ground to review an order passed prior to such declaration.

Accordingly, Miscellaneous Civil Application No.773 of 2026 is rejected. It is, however, clarified that all the rights and contentions of the respective parties are kept open to be urged before the competent Court, if so advised.

18. Before parting, this Court considers it appropriate to direct the Registry to place a copy of this judgment before the appropriate Committee constituted for the Arbitration Centre (Domestic and International), High Court of

Gujarat, so that the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021, particularly Rule 34.6, may be examined for suitable modification or amendment to bring the same in conformity with the law declared by the Apex Court in **Jagdeep Chowgule v. Sheela Chowgule** reported in **2026 INSC 92.**

(NIRAL R. MEHTA,J)

FURTHER ORDER

After pronouncement of the judgment, Learned Advocate Mr.Rutul Desai requested this Court to stay the judgment so as to enable them to approach the higher forum.

In view of the discussion, request deserves no consideration. The same is rejected.

(NIRAL R. MEHTA,J)

ANUP