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Introduction

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Preface

The Indian Journal of Legal Affairs and Research is a testament to our unwavering commitment to excellence in legal scholarship. This volume presents a curated selection of articles that reflect the diverse and dynamic nature of legal studies today. Our contributors, ranging from esteemed legal scholars to emerging academics, bring forward a rich tapestry of insights that address critical legal issues and offer novel contributions to the field. We are grateful to our editorial board, reviewers, and authors for their dedication and hard work, which have made this publication possible. It is our hope that this journal will serve as a valuable resource for researchers, practitioners, and policymakers, and will inspire further inquiry and debate within the legal community.

Description

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SECTION 29A AND JUDICIAL EXTENSION OF ARBITRAL MANDATES: EFFICIENCY, FINALITY, AND THE CASE FOR REFORM

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Abstract

Section 29A of the Arbitration and Conciliation Act, 1996 was introduced to impose temporal discipline on arbitral proceedings and address persistent delays that undermine arbitration's efficiency and finality. However, its judicial evolution has created a tension between strict time-bound adjudication and the need to preserve procedural continuity. This paper examines the changing interpretation of Section 29A, with particular emphasis on the consequences of mandate expiry, judicial extensions, and substitution of arbitral tribunals. It analyses the Supreme Court's decision in *Rohan Builders (India) Pvt Ltd v Mumbai Metropolitan Region Development Authority* and subsequent Delhi High Court decisions, including *Sarvesh Security Services Pvt Ltd v Institute of Human Behaviour and Allied Sciences* and *Desire Infrabuild Pvt Ltd v OYO Apartments Investments LLP*, to demonstrate the emerging distinction between curable procedural delay and awards rendered without jurisdiction. The paper further argues that increasingly liberal judicial extensions risk transforming Section 29A from a mechanism of discipline into a procedural formality. Drawing upon comparative approaches in the United Kingdom and Singapore, and the Draft Arbitration and Conciliation (Amendment) Bill, 2024, it proposes objective standards for extensions, greater institutional control, and continuity of the existing tribunal as the preferred default, thereby balancing efficiency, finality, due process, and party autonomy.

Keywords: Section 29A; Arbitral Mandate; Judicial Extensions; Award Validity; Tribunal Substitution; Party Autonomy.

I. Introduction

Finality and expeditiousness are two important factors that determine the effectiveness of arbitration in the resolution of disputes. However, arbitration in India takes around five years.[1] This significant delay decreases the viability of arbitration as an alternative to the overcrowded civil courts. In an effort to resolve this issue, in 2015, the Indian legislature passed the Arbitration and Conciliation (Amendment) Act.[2] This amendment sought to ensure that there was proper relational management of domestic arbitration proceedings. The Statement of Objects and Reasons sought to ease the financial burdens on the parties, as well as improve the speed with which arbitration would be resolved.[3] The cornerstone of this legislative intervention was Section 29A, which mandated that domestic arbitration be completed within 12 months of the date when the tribunal first sits.[4] This provision was further enhanced in the 2019 Amendment when the starting point for the 12 months was changed to the date of "completion of pleadings" under Section 23(4).[5] It also provided that an arbitrator's powers do not lapse if the 12-month period has expired and there is an extension application pending before the courts. Even with these legal safeguards, Section 29A has generated significant uncertainty in relation to two key issues.[6]

<u>The first concern</u> relates to what happens when the mandate expires and regarding the validity of the awards: Is it the case that an award given after the end of the mandated period, without an application for extension pending, is entirely void? Or is it possible to validate if after?[7] <u>The second question</u> relates to the duration given to the judiciary to grant to grant extensions: can applications under Section 29A(4) be filed only only while the time period mandated still

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[1] NITI Aayog, *Strengthening Arbitration and its Enforcement in India* (Government of India 2016); Cyril Amarchand Mangaldas, 'Arbitration in India - A Story of Growth and Opportunity' (2019) https://www.cyrilshroff.com accessed 7 December 2025.

[2] Arbitration and Conciliation (Amendment) Act 2015.

[3] Arbitration and Conciliation (Amendment) Act 2015, Statement of Objects and Reasons; PRS Legislative Research, 'The Arbitration and Conciliation (Amendment) Bill, 2015' (Bill Summary, 3 August 2015) <https://prsindia.org> accessed 7 December 2025.

[4] Arbitration and Conciliation Act, 1996 (Act 26 of 1996) s 29A (as inserted by the Arbitration and Conciliation (Amendment) Act, 2015 (Act 3 of 2016)).

[5] AZB & Partners, 'The Arbitration and Conciliation (Amendment) Act, 2019 - Key Highlights' (Client Update, 13 August 2019) <https://www.azbpartners.com> accessed 7 December 2025.

[6] 'Stance of Supreme Court on Expiry of Mandate of Arbitrator and Decoding of Section 29A(4) of Arbitration Act by Supreme Court' (IBCLaw, 27 March 2025) <https://ibclaw.in> accessed 7 December 2025.

[7] Arbitration and Conciliation Act 1996, (Act 26 of 1996) s 29A(4) proviso (as amended by the 2019 Act); 'Stance of Supreme Court on Expiry of Mandate of Arbitrator and Decoding of Section 29A(4) of Arbitration Act by Supreme Court' (IBCLaw, 27 March 2025) <https://ibclaw.in> accessed 7 December 2025; Raghav Sharma, 'Timeline of filing Application under Section 29A for Extension of Time' (IndiaCorpLaw Blog, 1 November 2024) <https://indiacorplaw.in> accessed 7 December 2025.

subsists, or can they be submitted long after it is lapsed?[8] The Supreme Court of India dealt with this question of law in the case of *Rohan Builders (India) Pvt. Ltd v. MMRDA (2024),*[9] wherein the Court observed that, it is possible to submit applications for extensions even when the mandated period has lapsed, provided that the stages of arbitration are still active.[10] The Court explained that, in such a case, the word "terminate" must be understood as per what it is, and should not be understood to mean termination in every absolute sense.[11] However, the Delhi high Court later explained in *Sarvesh Security Services Pvt Ltd v. IHBAS (2025)*[12] that although applications for extensions may be submitted after the mandated period, an award made after the period of the mandate has lapsed, without an extension application pending, is "void and unenforceable".[13] Therefore, it is a settled position of law that if the tribunal has granted an award post expiry of its mandate, the tribunal is deemed to have lost its jurisdiction and no application may be made subsequently to validate the award in question after the passing of award retrospectively.

Moreover, the Draft Arbitration and Conciliation (Amendment) Bill, 2023, has proposed certain amendments to the Arbitration and Conciliation Act, 1996, which includes, inter *alia,* giving powers to the arbitration institutions to have the authority to extend arbitration agreements.[14] This is to promote greater efficiency, reduce the workload of the courts, and bring the Indian system in line with best practices globally.

Due to these recent developments, it is imperative to critically examine Section 29A and its relationship with efficiency, finality, and party autonomy.[15] This article answers the following questions: (1) Is there a legal consequence of expiry of the mandate on the validity of the awards? (2) have near-automatic judicial extensions diluted the purpose of s. 29A? (3) How should courts balance the expectation of the parties of a timely arbitration and to what extent is it the Court's duty to ensure that? (4) What are the necessary reforms, whether legislative,

[8] Ibid.
[9] *Rohan Builders (India) Pvt Ltd v Mumbai Metropolitan Region Development Authority* 2024 INSC 686 (SC).
[10] *Rohan Builders* (n 13); 'Supreme Court: Application to Extend Time to Pass Arbitral Award Maintainable Even After Expiry of Statutory Period' (Argus Partners, 31 December 2024) <https://www.argus-p.com> accessed 7 December 2025.
[11] 'Rohan Builders Judgment: A Watershed Moment in Indian Arbitration Law' (Cyril Amarchand Mangaldas Dispute Resolution Blog, 30 September 2024) <https://disputeresolution.cyrilamarchandblogs.com> accessed 7 December 2025.
[12] *Sarvesh Security Services Pvt Ltd v Institute of Human Behaviour and Allied Sciences* 2025 SCC OnLine Del (Del HC)
[13] 'Delhi High Court: No Extension of Arbitral Tribunal's Mandate Under Section 29A Once Award is Pronounced' (DMD Advocates, 11 September 2025) <https://www.dmd.law> accessed 7 December 2025.
[14] Government of India, Draft Arbitration and Conciliation (Amendment) Bill, 2023.
[15] White & Case, 'The Government of India proposes new arbitration law reforms' (Insight, 17 November 2024) <https://www.whitecase.com> accessed 7 December 2025.

institutional, or procedural, to balance the right to a timely resolution with the right to due process?

II. Legislative Background and Scheme of Section 29A

Section 29A of the Arbitration and Conciliation Act, 1996 is an attempt by the legislature to eliminate the delay in arbitral proceedings and maintain, as much as possible, the party's control over the arbitral process and choice of arbitrators of the Arbitral Tribunal.[16] The trajectory of the jurisprudence and legislative intent with respect to Section 29A from its induction through Arbitration and Conciliation Amendment Act, 2015 till the Arbitration and Conciliation Amendment Act, 2019 (hereinafter "2019 Amendment"), indicates that the intent of the Law Commission of India was the march from an inflexible, one-size-fits-all approach to an approximation that attempts to provide a narrow scope of application to domestic arbitrations only, and limited to the stage of pleadings being completed.[17]

Evolution 2015–2019

The Arbitration and Conciliation (Amendment) Act, 2015 introduced Section 29A on the recommendation of the Law Commission that it would be beneficial to set a termination date as arbitrations stretch for years and evade control by courts.[18] The original architecture prescribed an award being rendered in a year from the date the tribunal 'enters upon the reference', with a consensual extension of 6 months. Beyond that, a court could be approached to extend it and substitute the tribunal with a different one, and it applied to both domestic and international commercial arbitrations seated in India.[19] Although the introduction of Section 29A was appreciated. However, its rigid and stringent, its rigid and stringent provisions were noted as a criticism, and were considered inconsistent with the complexity and autonomy that one would expect of international commercial arbitration.[20] In order to resolve this issue, Arbitration and Conciliation (Amendment) Act, 2019 was brought into effect.[21]

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[16] Arbitration and Conciliation (Amendment) Act 2015 (Act 3 of 2016), Statement of Objects and Reasons.
[17] Arbitration and Conciliation (Amendment) Act 2019 (Act 33 of 2019), s 6; see also PRS Legislative Research, 'The Arbitration and Conciliation (Amendment) Bill, 2015' (Bill Summary, 3 August 2015) <https://prsindia.org> accessed 7 December 2025.
[18] Law Commission of India, *Report No 246: Amendments to the Arbitration and Conciliation Act, 1996* (August 2014).
[19] Arbitration and Conciliation Act 1996, (Act 26 of 1996) s 29A(1)–(4) (as inserted by the 2015 amendment).
[20] Law Commission of India, *Report No 246: Amendments to the Arbitration and Conciliation Act, 1996* (August 2014).
[21] Arbitration and Conciliation (Amendment) Act 2019 (Act 33 of 2019), s 6 (amending ss 23 and 29A).

Firstly, it limited the obligatory duration to 12 months relating to matters other than international commercial arbitration, prescribing only a best endeavour approach to international cases. This weakening the statutory control on cross border disputes[22]. Secondly, it repealed the starting point of the limitation period from the tribunal's entering upon reference to "the date of completion of pleadings" under Section 23(4), thus aligning time discipline with procedural readiness over a mere constitution of the tribunal.[23] Third, it made it clear that the tribunal's mandate remains in existence while an application for extension is pending before the court, thus reducing disruptive challenges based on the intervening expiry of the mandate.[24]

Subsections (1)-(4): Core Timeline and Party Extensions

Subsection (1) to Section 29A now lays down the core temporal scheme: in domestic arbitrations, the award has to be made within 12 months from completion of pleadings, while in international commercial arbitrations, the tribunal is simply required to undertake the best endeavour to do so within the same period.[25] This bifurcation sets out a policy choice for strict time discipline in domestic references and more deference to party design and institutional rules in international cases.[26]

Subsection (3) of Section 29A allows parties to extend the time for award issuance by a further six months (for a total of 18 months) to accommodate party-managed processing times after pleadings.[27] The tribunal retains its jurisdiction for the purposes of the time extension.[28] This helps with case management and avoids the need to go to court for assistance in common cases.[29]

Subsections (4)-(7): judicial extension and substitution

When the 12 + 6 month time period expires without an award, subsection (4) to Section 29A comes into play and allows the court to control the process.[30] A party to an arbitration can go

[22] Arbitration and Conciliation Act 1996, s 29A(1), as amended by the 2019 Act (distinguishing domestic and international commercial arbitration).
[23] Arbitration and Conciliation Act 1996 (Act 26 of 1996), s 23(4) (inserted in 2019) read with s 29A(1).
[24] Arbitration and Conciliation Act 1996 (Act 26 of 1996), s 29A(4) proviso (post-2019); see also commentary noting continuity of mandate during a pending extension application.
[25] Arbitration and Conciliation Act 1996 (Act 26 of 1996), s 29A(1) (as amended)
[26] AZB & Partners, 'The Arbitration and Conciliation (Amendment) Act, 2019 – Key Highlights' (Client Update, 13 August 2019) <https://www.azbpartners.com> accessed 7 December 2025.
[27] Arbitration and Conciliation Act 1996, s 29A(3).
[28] Ibid.
[29] See also Raghav Sharma, 'Timeline of filing Application under Section 29A for Extension of Time' (IndiaCorpLaw Blog, 1 November 2024) <https://indiacorplaw.in> accessed 7 December 2025.
[30] Arbitration and Conciliation Act, 1996 (Act 26 of 1996) s 29A(4).

to the court to request an extension of time to issue the award.[31] If there is no extension, the tribunal is automatically terminated.[32] The court may remove and replace some or all of the tribunal members and may award costs for the time each party or the tribunal is responsible for in delaying the arbitration. After 2019, the statute clarifies that the tribunal retains its mandate while an extension application is pending and that a reduction of tribunal fees due to delay will not be permitted without giving the tribunal an opportunity to be heard. This measure interplays between being a coercive measure as well as a measure that brings some amount of procedural fairness.

Subsections (5) to (7) to Section 29A outlines the responsibilities of the Judge and the potential to minimize delay from the judge's end and preserve the validity of an arbitrator's actions and orders even if the arbitrator's mandate has ended and the tribunal has changed[33]. This rule on continuity is idiosyncratic to avoiding an invocation of Section 29A to the effect of reopening or restarting the arbitration by simply changing its arbitral seat.

Subsections (8) to (9) and Legislative Intent

Subsection (8) is aligned with the coherence of the framework of appointments, to make substitutions, and to grant that same authority if the initial order of appointment was made by the court or designated authority, thus marrying Section 29A to the re-ordered Section 11 and the new framework of institutional arbitration. Subsection (9) provides the court, when it is providing an extension, the option to set conditions, including actual or punitive costs, in tandem with the Law Commission's position that the potential of cost shifting is a useful tool to advance curtailing delay and poor management of the case.

The 246th Report of the Law Commission stated that excessive delays and judicial overreach are two diseases that plague arbitration in India and suggested a systematic time bound regime for awarding arbitration with regulated judicial interference.[34] The Parliament documents and later case laws suggest that the intention of the legislators in crafting Section 29A was to provide a measure of certainty and outer limits to domestic arbitration while also allowing for reasonable divergence by means of consensual extensions and court oversight of an interventionist nature particularly after the 2019 Amendment that carved out international

[31] Arbitration and Conciliation Act 1996 (Act 26 of 1996), s 29A(4)–(5).
[32] Arbitration and Conciliation Act 1996 (Act 26 of 1996) s 29A(4)
[33] Arbitration and Conciliation Act 1996 (Act 26 of 1996), s 29A(4)–(5).
[34] Law Commission of India, *Report No 246: Amendments to the Arbitration and Conciliation Act, 1996* (August 2014).

commercial arbitrations from the compulsory regime.[35]

III. Effect of expiry of mandate on validity of awards

The Delhi High Court has consistently stated that any award passed after the expiry of the mandate, without any pending Section 29A applications, is legally non-existent and, therefore, has refused to grant belated extensions is within the legal framework.[36] Such an approach to 'nothingness' is complemented by an equally strict non-existence characterization of Section 34 filings, thereby tightening award life cycle production and challenge activism.[37]

Delhi's 'non est' approach to post-expiry awards

The Delhi High Court, in the case of *Sarvesh Security Services Pvt Ltd v. Institute of Human Behaviour and Allied Sciences (2025)*, has adopted a policy of treating the expiry of a mandate as an inelastic, unyielding boundary rather than as an elastic or negotiable jurisdictional limit. Once the mandate has expired and there is no pending Section 29A(5) application then that award is null and void. The court was of the view that there is no such thing as extending into existence and that Section 29A can never be invoked for post facto validation.[38]

This paragraph differentiates two types of procedural postures: the first is when the Section 29A application is still pending when the award is issued, which allows the Court to extend the mandate even post-award. The second is when there is only a post-award extension petition, which is considered to be invalid since the award has been issued by a tribunal that has already ceased to exist legally. The Division Bench decision clarifies this point since the judgment states that an award rendered after the mandate has expired without having an extension application pending is non-existent and unenforceable, and Section 29A does not grant jurisdiction to the Courts to create ex post jurisdiction in a tribunal that has already lost its legal existence.[39]

The Court did not accept the arguments that try to characterize the delayed pronouncement as a ministerial act or use concepts of import limitation to prove that the issue is some delay. Rather, the Court held that the controlling issue is the absence of legal authority: whether the

[35] PRS Legislative Research (n 2); White & Case, 'The Government of India proposes new arbitration law reforms' (Insight, 17 November 2024) <https://www.whitecase.com> accessed 7 December 2025.
[36] *Sarvesh Security Services Pvt Ltd v Institute of Human Behaviour and Allied Sciences* 2025 SCC OnLine Del
[37] ibid; 'Delhi High Court: No Extension of Arbitral Tribunal's Mandate Under Section 29A Once Award is Pronounced' (DMD Advocates, 11 September 2025) <https://www.dmd.law> accessed 7 December 2025.
[38] *Sarvesh Security Services Pvt Ltd v Institute of Human Behaviour and Allied Sciences* 2025 SCC OnLine Del
[39] Ibid.

tribunal possessed jurisdiction at the moment of issuing the award. Significantly, the court declined to characterize post-expiry awards as "irregular" (which might be subject to challenge and correction under Section 34) or as remediable defects. Instead, the court classified such awards as *void ab initio* and incapable of generating enforceable rights, immunized from challenge (because there is nothing to challenge), and unenforceable in law. [40]

Desire Infrabuild: curative use of 29A section in the award law

The Delhi High Court in the case of *Infrabuild Pvt Ltd v. Oyo Apartments Investments LLP* (2025), illustrated the tendency of the courts to take a rigid, non-curative approach. In this case, the Tribunal's mandate expired in 2024, but the Tribunal had passed an award in late 2024. The Section 29A petition was moved only after the arbitral award had already been delivered. It was challenged under Section 34, and stayed by the Court. The Petitioner sought to retrospectively extend the tribunal's mandate so as to validate the award, despite the fact that it was rendered after the time specified by the mandate had lapsed. The issue, therefore, was that whether an application under Section 29A is maintainable even after the award was passed and challenged. The Court, while rejecting the application, simply opined that an effort to extend the timelines post the award was extremely excessive. The Court was of the opinion that if no application is pending and the award is already delivered, a subsequent application for extension is not maintainable as the tribunal has already become *functus officio*.[41] In the *Powergrid v SPML Infra (2024)* and the *National Skill Development Corporation v Best First Step Education (2019)*, courts suggest a more lenient approach, taking into consideration that the powers of extension under Section 29A can be exercised to validate awards if an extension application was filed before the original deadlines, even if it get decided after the award has been passed. [42]

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[40] 'Delhi HC: Arbitral Award Passed After Mandate Expiry is Unenforceable' (SupremeToday, 28 October 2025) <https://supremetoday.ai/doc/news/delhi-hc-arbitral-award-passed-after-mandate-expiry-is-unenforceable-20251029173838d2d921> accessed 7 December 2025.

[41] 'Delhi High Court | Petition for extension of Arbitral Tribunal's mandate is not maintainable after passing of award: Desire Infrabuild Pvt. Ltd. v. OYO Apartments Investments LLP' (SCC Online, 16 September 2025) <https://www.scconline.com/blog/post/2025/09/16/delhi-high-court-desire-infrabuild-v-oyo-apartments-section-29a-extension-legal-n/> accessed 7 December 2025; see also 'DMD Advised and Represented OYO Apartments Investments LLP' (DMD Advocates, 22 September 2024) <https://www.dmd.law/news/dmd-advised-and-represented-oyo-apartments-investments-llp/> accessed 7 December 2025.

[42] *Power Grid Corporation of India Ltd v SPML Infra Ltd* OMP (MISC)(COMM) 564/2023 (Del HC, 27 November 2024); see summary in 'Power Grid Corporation of India Ltd. Vs. SPML Infra Ltd – Delhi High Court' (IBCLaw, 11 May 2025) <https://ibclaw.in/power-grid-corporation-of-india-ltd-vs-spml-infra-ltd-delhi-high-court/> accessed 7 December 2025; *National Skill Development Corporation v Best First Step Education Pvt Ltd* 2019 SCC OnLine Del 10764 (Del HC).

For all intents and purposes, those awards made in the interim period are without jurisdiction and hence treated as non est.[43] The *Desire Infrabuild* judgement, therefore, aligns with the Delhi High Court espousing a reluctance to treat Section 29A as a remedial instrument for over-time awards and in so doing, strengthens an understanding of the ending of the mandate as purely jurisdictional, as opposed to procedural.

Parallel 'non est' doctrine under Section 34 and practical implications

The verse of 'non est' in context of Section 34 has a parallel. This strict 'non est' vocabulary seems to find manifestation in cases dealing with Section 34 of the Act. Recently a Full Bench of the Delhi High Court, has made clear that a petition under Section 34 without the impugned arbitral award is non est, i.e., it is as if it has never been filed.[44] The non est filing, therefore, must for all intents and purposes be paralleled with the non est award, stripping the proceedings of any legal existence. Therefore, the award passed post mandate expiry with no pending application under Section 29A is non est.

Regarding the challenges, a Section 34 Petition which does not include the necessary requirements of statute is non est. These events together create need for more heightened procedural caution. The parties need to obtain timely extensions before the deadline runs out and ensure that the petitions to challenge are compliant at the outset. Otherwise, there is a danger that a party will be left with an unenforceable award or a challenge that the court will treat as a non-existent nullity.

IV. Judicial practice of Extension: from Discretion to Routine

Indian Courts have gradually modified Section 29A(5) from a specific provision aiming for mitigation of delay, to an almost 'automatic' mechanism for continuation of proceedings, in which 'sufficient cause' has come to mean no more than merely sufficient advancement in the arbitration.[45] This constitutes a distinct change in comparison to the more exceptional, high

[43] *Desire Infrabuild Pvt Ltd v OYO Apartments Investments LLP* 2025 SCC OnLine Del 5929 (Del HC).
[44] 'Non-Filing of Arbitral Award renders Section 34 Petition "Non-Est"; Limitation continues: Delhi High Court' (SCC Online, 11 February 2025) <https://www.scconline.com/blog/post/2025/02/12/non-filing-arbitral-award-section-34-non-est-limitation-continues-delhi-hc/> accessed 7 December 2025; see also 'Failure To Attach Impugned Arbitral Award Along With Section 34 Application Would Render Filing Non-Est: Delhi High Court' (LiveLaw, 21 February 2025) <https://www.livelaw.in/arbitration-cases/delhi-high-court-failure-to-attach-impugned-arbitral-award-under-challenge-along-with-section-34-application-would-render-filing-non-est-261992> accessed 7 December 2025.
[45] Raghav Sharma, 'Timeline of filing Application under Section 29A for Extension of Time' (IndiaCorpLaw Blog, 1 November 2024) <https://indiacorplaw.in/2024/11/02/timeline-of-filing-application-under-section-29a-for-extension-of-time/> accessed 7 December 2025.

thresholds, of extension regimes under the UK Arbitration Act 1996[46] and the Singapore International Arbitration Act[47], which has raised eyebrows at the possible dilution by the Courts over the supposed intent and purpose of Section 29A[48] from 'extreme' discretion to 'routine'. Compounding the fact that Section 29A(5) has 'sufficient cause', High Courts have come to view an advanced reference to be a sufficient basis to extend time, in an almost 'mandatory' fashion, rather than an allowance to the tribunal to operate in the discretion of terminating the mandate.[49] The Courts have espoused that Section 29A should not suffer at the hands of overzealous Courts, nor should the arbitration be derailed midstream; and as a result, Courts have an almost 'automatic' retention of the mandate where there has been a formal closure of pleadings, evidence has been filled; or the tribunal is otherwise hearing the matter. In a way, this has resulted in the provision being transformed from an exceptional pathway, to a tribunal supervisory approach, to an almost 'default' mechanism in cases of a certain duration. The endorsement of post-expiry extension applications by the Supreme Court have, to a certain extent, not emboldened Courts to draw time limits for tribunals.

High Court Trends: Liberal Extensions and Rare Termination

While courts will formally reiterate that extensions cannot be automatic, refusal is infrequent in situations in which parties want to continue and there is no issue in delays due to the complexity of the case, or the scheduling of the case. Consequently, the consequences of termination and substitution set out in Section 29A(6)-(8) have, in practice, become purely theoretical and are only invoked in the most extreme cases of delays.[50]

Delhi High Court, after some initial uncertainty, has mostly embraced a practice of liberal extensions, especially in cases where there is an application pending prior to the award, and there is demonstrable progress. Generally, courts prefer to invoke Section 29A merely to prescribe additional deadlines rather than replace the tribunal, thus perceiving it to be a safeguard against terminating bona fide proceedings, to merely prescribe additional deadlines,

[46] Arbitration Act 1996 (UK).
[47] International Arbitration Act 1994 (Singapore).
[48] 'Stance of Supreme Court on Expiry of Mandate of Arbitrator and Decoding of Section 29A(4) of Arbitration Act by Supreme Court' (IBCLaw, 27 March 2025) <https://ibclaw.in/stance-of-supreme-court-on-expiry-of-mandate-of-arbitrator-and-decoding-of-section-29a4-of-arbitration-act-by-supreme-court/> accessed 7 December 2025.
[49] 'Extension of Mandate of Arbitral Tribunal under Section 29A(4) of the Arbitration and Conciliation Act, 1996' (Cyril Amarchand Mangaldas Dispute Resolution Blog, 14 January 2024) <https://disputeresolution.cyrilamarchandblogs.com/2024/01/extension-of-mandate-of-arbitral-tribunal-under-section-29a4-of-the-arbitration-and-conciliation-act-1996/> accessed 7 December 2025.
[50] Sharma; IBCLaw.

rather than replace the tribunal.[51] Only in cases where an award has been rendered, after the delay in the mandate, or where delay is obviously attributable to the parties, the High Court of Delhi has taken a stricter approach and found Section 29A to be unavailable.[52] The High Court of Bombay has taken a similar position, without the explanation of caution regarding strict timelines, although such timelines have been placed.

Courts in Calcutta are beginning to stray from their original, more severe stance on the permissibility of post-termination extensions in *Rohan Builders*, focusing more on the permissive, flexible approach of the Delhi courts.[53] The approach has been the subject of policy critique, particularly the loosening of Section 29A. This more permissive approach on postponements judicially has the potential to diminish the impacts of Section 29A. Why? Because Section 29A was intended to tie the tribunal authority to an expectation of timeliness and, in turn, bring about impacts of consequence for delayed performance. If extensions are guaranteed every time there are "active" proceedings, then the need for effective case management will decrease significantly. As a result, there will be a high risk that an extension will be treated as a safety net (rather than an exercise in case management).[54] Section 29A will be reduced simply to an additional bureaucratic hurdle that will add both time and expense to the process without any real positive impacts on the advancement of the proceedings. This procedural bureaucratic step is more likely to increase the risk of strategic delay than the intended purpose of expediting the procedures.[55] This also has negative impacts on the events expected by the parties to relieve them from any over burdensome processes. The real issue is more about whether extensions should be granted by the courts at all and whether the standard of "sufficient cause" should be treated with more rigid application in order to ensure that extensions are the exceptions, rather than the standard. Otherwise, Section 29A runs the risk of simply becoming an exercise in rhetoric.

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[51] Ibid.

[52] 'S.29A Arbitration | "Sufficient Cause" To Extend Time For Award Must Be Interpreted Consistently With Purpose Of Arbitration: Supreme Court' (LiveLaw, 24 November 2024) <https://www.livelaw.in/top-stories/supreme-court-s29a-arbitration-sufficient-cause-extending-time-to-pass-arbitral-award-interpretation-252829> accessed 7 December 2025.

[53] 'Supreme Court on Section 29A of Arbitration Act: Analysing the Scope of Post-Expiry Extensions of the Tribunal's Mandate' (IRCCL, 27 May 2025) <https://www.irccl.in/post/supreme-court-on-section-29a-of-arbitration-act-analyzing-the-scope-of-post-expiry-extensions-of-th> accessed 7 December 2025.

[54] 'The Uncertain Fate of Arbitrations Terminated under Section 29A of the Arbitration and Conciliation Act, 1996' (IndiaCorpLaw Blog, 9 March 2024) <https://indiacorplaw.in/2024/03/10/the-uncertain-fate-of-arbitrations-terminated-under-section-29a-of-the-arbitration-and-conciliation-act-1996.html> accessed 7 December 2025.

[55] Ibid.

Comparative Benchmarks and the Case for Objective Parameters

In the United Kingdom, under Section 50 of the UK Arbitration Act 1996, a court may extend time to prevent “substantial injustice”, only after the tribunal mechanisms of control have been exhausted.[56] Intervention is, however, exceptional; foreseeable delays, and those which are within a party’s control are rarely justified as needing judicial relief. Under Singapore’s International Arbitration Act, 1994[57], while adopting a different architecture, also prescribes minimal court involvement as institutional supervision and tribunal case management does most of the heavy lifting.[58] Court involvement is also limited to the setting aside and enforcement of awards and does not include the extension of time.[59] By these benchmarks, Indian courts’ efforts to ‘save’ delayed references is, indeed, very interventionist. Moving towards Objective Parameters for Extension to balance expedition with autonomy, courts may operationalise “sufficient cause”. These parameters are: the stage of the proceedings; a detailed, cause analysis of the delay differentiating between tribunal, party, and external delays; previous consensual extensions; and concrete prejudice to the parties from termination or from continuing the proceedings.[60] There can also be more usage of conditional extensions with tight timeframes, cost penalties, and partial reconstruction, to ensure delays positively affect expedition. Such calibrated exercise of discretion would restore the level of autonomy that Section 29A aimed to impose on arbitration timelines in India.

V. The Substitution Dilemma: Continuity vs. Fresh Appointment

The Statutory Design: Mandatory Substitution and Procedural Purity

Section 29A (6) the Arbitration and Conciliation Act, 1996 states that, upon termination of the arbitral tribunal’s mandate for failure to render the award within the time limit, the court “shall substitute” the arbitrator or arbitral tribunal.[61] This is a case where the provision seems to impose a mandatory consequence: if the tribunal is without authority because of its mandate and extension has been nullified, then a renewal of the tribunal becomes a necessity. It looks

[56] Arbitration Act 1996, s 50; see also ‘50 Extension of time for making award’ (Legislation.gov.uk) <https://www.legislation.gov.uk/ukpga/1996/23/section/50> accessed 7 December 2025.
[57] International Arbitration Act 1994 (Singapore).
[58] International Arbitration Act (Singapore, Cap 143A), ss 18–19; see ‘International arbitration law and rules in Singapore’ (CMS Expert Guide, 15 October 2024) <https://cms.law/en/int/expert-guides/cms-expert-guide-to-international-arbitration/singapore> accessed 7 December 2025.
[59] Hogan Lovells, ‘30 years of the International Arbitration Act: a review’ (2 April 2025) <https://www.hoganlovells.com/en/publications/30-years-of-the-international-arbitration-act-a-review> accessed 7 December 2025.
[60] Sharma; IBCLaw.
[61] Arbitration and Conciliation Act 1996 (Act 26 of 1996), s 29A(6).

like a figure of procedural strictness materialized which wants to protect the integrity of the time frame mandated by statute by requiring that the tribunal, which, through its deliberations, caused the delay, be changed.

Judicial Evolution: A Pro-Continuity, Efficiency-Driven Practice

However, judicial practice is different and has evolved into a more practical and more pro-trim approach. Courts have especially embraced this in situation where the arbitration in question has substantially advanced. The focus has moved to protecting the interests of the parties rather than sanctioning delay, especially where there are completed pleadings, witnesses have been heard, and the only thing lacking is the award.[62] In such cases, the removal of the tribunal in question would be a waste of time, money, and effort for it to be a procedural removal and for the new tribunal only to have to hear the matter again or to slog through the same evidence.[63] Continuing with these tribunals is preferable for the parties and is a common practice.

Consequently, with a Section 29A ruling, the Courts should lack discretion as a means to allow courtroom proceedings with no real value to the parties to continue unencumbered.[64] Courts are allowed this discretion, as there are no arbitrations for these proceedings, and delays serve to arbitrarily disturb court proceedings.[65]

Comparative Support and a Balanced Supervisory Model

Section 50 of the UK Arbitration Act, 1996 allows for the continuation of an arbitration with the same tribunal to continue as a common practice if the parties are not consenting to prevent significant injustice.[66] Singapore's International Arbitration Act, 1994 allows for even more convenience, as substitution is rare, tribunals are allowed to exercise administrative powers,

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[62] *Court Has To Necessarily Extend Mandate Of The Arbitrator If No Ground For Its Substitution Is Made Out, No Need For A Separate Section 29A Application* (Delhi High Court, 28 April 2024) (Neena Bansal Krishna J), noted in LiveLaw (28 April 2024) <https://www.livelaw.in/high-court/delhi-high-court/delhi-high-court-extention-mandate-substitution-arbitrator-sec-29a-arbitration-act-255691> accessed 7 December 2025.

[63] 'Extension of Mandate of Arbitral Tribunal under Section 29A(4) of the Arbitration and Conciliation Act, 1996' (Cyril Amarchand Mangaldas, Dispute Resolution Blog, 14 January 2024) <https://disputeresolution.cyrilamarchandblogs.com/2024/01/extension-of-mandate-of-arbitral-tribunal-under-section-29a4-of-the-arbitration-and-conciliation-act-1996/> accessed 7 December 2025.

[64] *Stance of Supreme Court on Expiry of Mandate of Arbitrator and Decoding of Section 29A(4) of Arbitration Act by the Supreme Court* (IBBI IBC Laws, 27 March 2025) <https://ibclaw.in/stance-of-supreme-court-on-expiry-of-mandate-of-arbitrator-and-decoding-of-section-29a4-of-arbitration-act-by-the-supreme-court/> accessed 7 December 2025.

[65] 'Never-Ending Conflicts and Interpretative Challenges of Section 29-A of the Arbitration and Conciliation Act' (SCC Online Blog, 11 August 2024) <https://www.scconline.com/blog/post/2024/08/12/judicial-jigsaw-never-ending-conflicts-interpretative-challenges-of-section-29-a-of-the-arbitration-and-conciliation-act/> accessed 7 December 2025.

[66] Arbitration Act 1996 (UK), s 50.

including the setting of timelines, except when a clear violation of the rules occurs.[67] Both the UK and Singapore regulatory frameworks recognise that a strict substitution of tribunal would lend a major blow to the cardinal principles of party autonomy and procedural efficiency, which are the hallmarks of arbitration.[68] The same principles are also recognized in the prescriptive approach to Section 29A (6). In practice, courts in India have also been adopting a sensible approach by presuming the willingness of parties to accept the outcomes within a reasonable amount of time.

Having the appropriate level of judicial supervision allows the timelines as outlined in Section 29A to be respected while still considering the efficiency, proportionality and the autonomy that forms the basis of the arbitral process.

VI. The Draft Arbitration & Conciliation (Amendment) Bill, 2024

From policy proposals and legislative changes in the last couple of years, there seems to be a move away from the strict and court-centred design of Section 29A to a more adaptable, institutionally populated design which is more in tune with the flexibility of global arbitral commerce.[69] <u>Three strands of reform stand out:</u> (1) The relaxation of rigid timelines, (2) The transfer of extension authority from courts to arbitral institutions, and (3) The tacit recognition that the continuity of the same tribunal, instead of replacement, should be the presumed default even if a significant amount of time has lapsed.[70]

The first of the proposed relaxations of time uniformity demonstrates an understanding that even the most complex of commercial, infrastructure and investment disputes cannot be fitted within a singular, linear deadline.[71] The infused time constraints of the current regime, and

[67] International Arbitration Act 1994 (Singapore).

[68] Arbitration Act 1996, s 50; see generally English Arbitration Act 1996 (UK Public General Acts) and discussion in Gary B Born, International Commercial Arbitration (3rd edn, Kluwer Law International 2021) ch 18 (noting that court extensions of time are exceptional and typically preserve the existing tribunal, consistent with party autonomy and procedural efficiency); see also International Arbitration Act 1994 (Singapore), s 15A and Singapore International Arbitration Centre (SIAC) Rules 2016, rr 19–21, which emphasise tribunal-driven case management and only rare judicial or institutional substitution.

[69] *Draft Arbitration and Conciliation (Amendment) Bill, 2024* (Government of India, Ministry of Law and Justice, 18 October 2024) cl 13 (proposed amendments to s 29A), discussed in White & Case, 'The Government of India Proposes New Arbitration Law Reforms' (17 November 2024) <https://www.whitecase.com/insight-alert/keeping-times-government-india-proposes-new-arbitration-law-reforms> accessed 7 December 2025.

[70] 'Draft Arbitration and Conciliation (Amendment) Bill, 2024 – An Analysis' (Trilegal, 2024) <https://tta.in/draft-arbitration-and-conciliation-amendment-bill-2024-an-analysis/> accessed 7 December 2025 (noting proposals to relax uniform timelines, shift mandate-extension powers from courts to arbitral institutions, and prioritise continuity of the existing tribunal).

[71] *The Arbitration and Conciliation (Draft) Bill, 2024 – A Step Towards Modernizing India's Arbitration Regime* (2025) (IJIRL Working Paper) <https://ijirl.com/wp-content/uploads/2025/07/THE-ARBITRATION-AND-CONCILIATION-DRAFT-BILL-2024-A-STEP-TOWARDS-MODERNIZING-INDIAS-> accessed 7

amendments to them, have led to judicial recourse and uncertainty around the expiration of the mandate. The proposed calibration should restore a little more procedural autonomy and lessen the Section 29A application ritual surrounding major arbitrations. Second, the reform hopes to shift the primary responsibility of granting extensions to recognized arbitral institutions.
Allowing courts the power to delegate supervising milestones, giving reasonable extensions, and imposing costs (or other punishments) for delay would be a way for India to make the process easier and, at the same time, prevent courts from getting overwhelmed due to backlogs. Besides, this makes it more predictable: institutions can follow the process, reflect on the principle of proportionality, and balance it with the principle of timeliness better than courts that are only involved occasionally or through single cases.[72] This brings us to the third consideration: there is no reason to assume that the tribunal would not continue to serve following the extension in a normal case (as is the case now) with the substitution only to be invoked for abuse, incapacity, or a demonstrable tribunal-driven delay.[73] This assumption would finally resolve the so-called "substitution dilemma" in Section 29A(6) where, for procedural-purity and efficiency, courts themselves remain divided. Indicating that lapse does not on its own require reconstitution would prevent substantial procedural progress from being wasted and duplicated as a result of the currently unregulated duplication of efforts.[74] Overall, these measures represent India's efforts to reduce the uncertainty that has been associated with Section 29A, especially in relation to the consequences of the expiry of the mandate and the maintainability of extensions post-expiry.[75] However, operational clarity will be the most important factor for success that includes transitional provisions, measures to prevent institutional over-reach, and an unexercised residual control of the courts. More generally, the proposed re-design of Section 29A is an indicator of the sophistication and maturity that India

December 2025 (explaining differentiated timelines and calibrated procedural autonomy in complex commercial arbitrations).

[72] White & Case, 'The Government of India Proposes New Arbitration Law Reforms' (17 November 2024) <https://www.whitecase.com/insight-alert/keeping-times-government-india-proposes-new-arbitration-law-reforms> accessed 7 December 2025.

[73] 'Draft Arbitration and Conciliation (Amendment) Bill, 2024 – An Analysis' (Trilegal, 2024) <https://tta.in/draft-arbitration-and-conciliation-amendment-bill-2024-an-analysis/> accessed 7 December 2025.

[74] 'Unpacking India's Draft Arbitration and Conciliation Amendment Bill 2024 (Part I)' (NLS Business Law Review Blog, 11 April 2025) <https://forum.nls.ac.in/nlsblr-blog-post/unpacking-indias-draft-arbitration-and-conciliation-amendment-bill-2024-part-i/> accessed 7 December 2025.

[75] *Draft Arbitration Bill 2024: A Step in the Right Direction* (SS Rana & Co, 20 April 2025) <https://ssrana.in/articles/the-draft-arbitration-and-conciliation-amendment-bill-2024-a-step-in-the-right-direction/> accessed 7 December 2025.

has reached as an arbitration jurisdiction.[76]

Increasing India's competitiveness as the preferred seat for commercial dispute resolution and strengthening India's pro-arbitration narrative are bolstered by reforms on unnecessary judicial adjournments; increasing procedural self-governance; and incorporating best practices in institutional case management on a global scale.

VII- Is Section 29A a tool to aid arbitration or a hurdle?

Section 29A was intended to bring discipline to arbitration in India in a bid to address perennial delays and bring back some focus to the primary purpose of the provision; the expeditious arbitration of disputes. At first glance, the provision looks to offer a rigid solution; in the absence of an award being rendered, the jurisdiction of the arbitral tribunal lapsed and it no longer was seized of the matter unless the court, in its discretion, adjoined the expiry of the time limit.[77] The loss of jurisdiction and the likelihood of systemic substitution was thought to promote the effective management of the arbitration and deter delays.[78] However, this judicial practice has been used leniently and has been used to offer an extension for even trivial delays arguing that the active progress of the proceedings must not be disrupted when there has been a reasonable investment of time and effort by the parties and the tribunals.[79] The acceptance of extensions by the Supreme Court, especially post expiry, has provided more judicial sanctioning of extensions as long as an application along with 'sufficient cause' is provided.[80] Consequently, the primary purpose of Section 29A might have shifted from being a tool of discipline to one that introduces delays with little in the way of practical consequences.

This liberal extension culture begs the question: has Section 29A become a hurdle that merely

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[76] 'Institutional Arbitration: Where India Stands and Future Outlook' (The Legal 500, 30 September 2024) <https://www.legal500.com/doing-business-in/institutional-arbitration-where-india-stands-and-future-outlook/> accessed 7 December 2025.

[77] Arbitration and Conciliation Act 1996 (Act 26 of 1996), s 29A (as inserted by the Arbitration and Conciliation (Amendment) Act 2015 and amended by the Arbitration and Conciliation (Amendment) Act 2019); see also High Level Committee to Review the Institutionalisation of Arbitration Mechanism in India, *Report* (Ministry of Law and Justice, Government of India, 30 July 2017) 68–72 (recommending strict timelines to curb endemic delay).

[78] ibid; see also *The Uncertain Fate of Arbitrations Terminated under Section 29A of the Arbitration and Conciliation Act, 1996* (IndiaCorpLaw Blog, 9 March 2024) <https://indiacorplaw.in/2024/03/10/the-uncertain-fate-of-arbitrations-terminated-under-section-29a-of-the-arbitration-and-conciliation-act-1996.html> accessed 7 December 2025.

[79] 'Extension of Mandate of Arbitral Tribunal under Section 29A(4) of the Arbitration and Conciliation Act, 1996' (Cyril Amarchand Mangaldas, Dispute Resolution Blog, 14 January 2024) <https://disputeresolution.cyrilamarchandblogs.com/2024/01/extension-of-mandate-of-arbitral-tribunal-under-section-29a4-of-the-arbitration-and-conciliation-act-1996/> accessed 7 December 2025.

[80] See *Supreme Court on Section 29A of Arbitration Act: Analysing the Scope of Post-Expiry Extensions of the Arbitral Tribunal's Mandate* (IRCCL Blog, 27 May 2025) <https://www.irccl.in/post/supreme-court-on-section-29a-of-arbitration-act-analyzing-the-scope-of-post-expiry-extensions-of-th> accessed 7 December 2025.

serves to postpone, rather than prevent, delays? Extensions of court hearings take time and drain resources, and extension orders often become just a formality rather than a real intervention. In more complex commercial and construction arbitrations, the parties have come to expect extensions, which significantly lessens the motivation to actively enforce deadlines.[81] Ironically, the extension of a provision that is supposed to make the process more efficient, adds to the inefficiencies in case of extensions, which is what the provision is supposed to eliminate. Hence, depending on the implementation, Section 29A can be a very useful tool, or the opposite. Without purposeful active management, realistic and justifiable measures of control of extension requests, and the untethering of active control, it risks functioning as a procedural hindrance rather than an effective discipline.[82] Enactments proposing to ease control on the system and to identify the system to control unaccountability for non-adherence to deadlines is the crux of not allowing Section 29A to continue to function as an enabler of the delays that Section 29A was designed to prevent.[83]

VIII. Policy Recommendations

Above all, this discussion as to the statutory framework brings to fore another curious paradox within section 29A of the Arbitration and Conciliation Act, 1996.

According to this provision, the courts were to be a clawback device through which they could judiciously claw back on the exercise of their judicial discretion so as to ensure that there is a time limit for the completion of the proceedings. All the same, it has been judicial implementation of this provision which has turned out to be just the opposite. The dominant approach has been one of judicial restraint, silencing of proceedings and letting proceedings get on without being under timely judicial supervision.

The courts have a right to intervene in certain areas of proceedings and in other instances, they freely exercise plenary judicial restraint in order to control the provisional proceedings. The non est principle that developed from the Delhi High Court, for example, is principally aimed

[81] *Never-Ending Conflicts and Interpretative Challenges of Section 29-A of the Arbitration and Conciliation Act* (SCC Online Blog, 11 August 2024) <https://www.scconline.com/blog/post/2024/08/12/judicial-jigsaw-never-ending-conflicts-interpretative-challenges-of-section-29-a-of-the-arbitration-and-conciliation-act/> accessed 7 December 2025.

[82] 'Extension of Arbitrator's Mandate under Arbitration and Conciliation Act, 1996: A Conundrum' (Indian Journal of Arbitration Law Blog, 1 January 2025) <https://www.ijal.in/post/extension-of-arbitrator-s-mandate-under-arbitration-and-conciliation-act-1996-a-conundrum> accessed 7 December 2025.

[83] *Draft Arbitration and Conciliation (Amendment) Bill, 2024: A Step in the Right Direction* (SS Rana & Co, 20 April 2025) <https://ssrana.in/articles/the-draft-arbitration-and-conciliation-amendment-bill-2024-a-step-in-the-right-direction/> accessed 7 December 2025.

at stripping jurisdiction. All parties to the arbitration agreement have been served promptly. The infrequent use of courts and abandonment of arbitral proceedings is unreasonably high as compared to the object and purpose of the Act. Further, it creates an atmosphere of discretionary and unpredictability in arbitral practice. The principle put forth in the ruling given above appears to have taken substantial strides in its attempt to understand what the expression "beneficial interest" in Section 29A means.

At First, The statute must specify the implication of the expiry of the term on the status of the award. The current case law reveals two marked differences: After expiry, the award can be a skeletally curable irregularity (as powers in excess are allowed to retroactively extend jurisdiction) or a nullity – a legal non-entity. Judicial refusal, for example, an award made after the expiry of the award and the application for a pendulum extension is invalid and would encourage certainty and discouragement of ad hoc ex post award cures.[84] Precise drafting would also assist arbitral tribunals to better understand the jurisdictional impacts of delays on the award.

In the second place, the supposed improvement of the statute on Extension prescribed in Section 29A(5) should be accompanied by a more clearly defined conceptual framework in relation to the threshold criteria for judicial extension. This is with a view to ensure that the supposed "sufficient cause" is retained as a genuine threshold filter, at least as a matter of form, and not a purely mechanical repetition.[85] Factors such as the tribunal's diligence in managing the case, the particular stage and progress of the proceedings, the extent to which the delay, if any, is attributable to either of the parties, extensions, if any, on consensus and the potential impact on the integrity of the borders of the process are among the factors the courts ought to be guided by. This would also reduce tactical and strategic delay, while allowing cases which are of genuine intellectual/emotional complexity to be administered without the imposition of undue delay. The impact of uniformly applied policies will improve transparency and lower

[84] *Desire Infrabuild Pvt Ltd v OYO Apartments Investments LLP* (Delhi High Court, 18 August 2025, OMP(MISC)(COMM) 5/2025) (treating an award passed post-expiry in the absence of a pending Section 29A application as non est and unenforceable) and commentary in 'Delhi HC: Arbitral Award Passed After Mandate Expiry Is Unenforceable' (SupremeToday, 28 October 2025) <https://supremetoday.ai/doc/news/delhi-hc-arbitral-award-passed-after-mandate-expiry-is-unenforceable-20251029173838d2d921> accessed 7 December 2025.

[85] Arbitration and Conciliation Act 1996, s 29A(5); see *Extension of Mandate of Arbitral Tribunal under Section 29A(4) of the Arbitration and Conciliation Act, 1996* (Cyril Amarchand Mangaldas, Dispute Resolution Blog, 14 January 2024) <https://disputeresolution.cyrilamarchandblogs.com/2024/01/extension-of-mandate-of-arbitral-tribunal-under-section-29a4-of-the-arbitration-and-conciliation-act-1996/> accessed 7 December 2025.

the perception of automatic extensions being granted.[86]

Third, the active managerial role we suggest to arbitral institutions will lessen the dependency on courts and move India closer to the position of most other countries in the world. Case managing functions are beyond the capabilities of courts, and institutions are better placed to assist in case management. Early intervention and control of the extension process is possible if institutions have full control of the case management function.[87] Institutional control will assist in reducing the fragmentation crisis in the High Courts, improve the arbitral ecosystem in India, and provide India with the institutional credibility to be the preferred seat to resolve complex commercial disputes.

Fourth, there needs to be some legislative recognition of the fact that, in some cases, the same tribunal continuing after a case has been put on stay is appropriate. Reappointing or reconfirming the current tribunal ought to be the default position, with changes being made in cases where there is proved misconduct, inefficiency or a substantive loss of confidence in the tribunal.[88] This would resolve substitution issues to some extent and protect the substantive investments in delays in arbitrations that are otherwise on track and have made progress, but have been deflected from timelines. These recommendations are, of course, suggestive. They are not prescriptive recommendations but are the product of doctrinal analysis and a survey of other jurisdictions.

IX. Conclusion

From the above analysis, it appears that the Section 29A is caught up in a sort of doctrinal contradiction between the stated aim of the Section and the manner in which the courts have been implementing the same. Section 29A was meant to be a disciplinary section that involved spending time with stiff punishment, but the manner in which the courts have interpreted the same has turned it into a section that is utilized for accommodating time while consuming

[86] *Extension of Arbitrator's Mandate under Arbitration and Conciliation Act, 1996: A Conundrum* (Indian Journal of Arbitration Law Blog, 1 January 2025) <https://www.ijal.in/post/extension-of-arbitrator-s-mandate-under-arbitration-and-conciliation-act-1996-a-conundrum> accessed 7 December 2025.

[87] *Extension of Arbitrator's Mandate under Arbitration and Conciliation Act, 1996: A Conundrum* (Indian Journal of Arbitration Law Blog, 1 January 2025) <https://www.ijal.in/post/extension-of-arbitrator-s-mandate-under-arbitration-and-conciliation-act-1996-a-conundrum> accessed 7 December 2025.

[88] *Draft Arbitration and Conciliation (Amendment) Bill, 2024: A Step in the Right Direction* (SS Rana & Co, 20 April 2025) <https://ssrana.in/articles/the-draft-arbitration-and-conciliation-amendment-bill-2024-a-step-in-the-right-direction/> accessed 7 December 2025 and 'Unpacking India's Draft Arbitration and Conciliation Amendment Bill 2024 (Part I)' (NLS Business Law Review Blog, 11 April 2025) <https://forum.nls.ac.in/nlsblr-blog-post/unpacking-indias-draft-arbitration-and-conciliation-amendment-bill-2024-part-i/> accessed 7 December 2025.

resources within the extension application process.

This reflects the true concerns of the judiciary; it would be unjust as well as inefficient if the requirement to strictly observe time limits had been imposed upon cases known to be complex in nature. It can be observed how the need for fairness has led the courts to strike a balance in achieving the object of efficiency while adopting the policy of allowing more flexibility in order to avoid unjustified imposition of the provision in cases of genuine difficulty. The cost of adopting the said policy is the reduced deterrent effect of Section 29A, which was also designed to counter the very same issue of delays being caused by the provision itself.

On the other hand, one should not view the circumstances of temporal discipline and temporal realism as contradicting each other. Effective time administration could embrace complex situations by differentiating the time-scales, flexibility of the institutions, and sensibly measuring the degree of judicial control while adhering to the doctrine of consequences for delays in actions.

The above, listed proposals depend upon a number of legal steps such as statutory provisions with regards to effects of award post expiry, "sufficient cause" measures which should be objective, authority for routine extensions of time should be delegated to the tribunals.