

APHC010015122026



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3572]

TUESDAY, THE TWENTY EIGHTH DAY OF APRIL
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI

THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI

CIVIL REVISION PETITION NO: 84/2026

Between:

1. GALI RADHA BHAGYA LAKSHMI, W/O. G. VENKAT BABU, AGED 49 YRS R/O
D.NO. 1-132, KANCHERLAPEM VILLAGE, TENALI MANDAL, GUNTUR
DISTRICT.

...PETITIONER

AND

1. SREE CONSTRUCTIONS, (REP BY ITS MANAGING PARTNER) MR.
CHALASANI SRIDHAR, S/O LATE RAMA KOTESWARA RAO, REGD OFFICE.
501, LAILA DEVI NILAYAM CHRK STREET, PATAMATALANKA,
VIJAYAWADA-520010.

2. CHALASANI SRIDHAR, S/O LATE RAMA KOTESWARA RAO, AGED ABOUT
55 YRS, R/O D.NO. 101, LAILA DEVINILAYAM, CHRK STREET, PATAMATA
LANKA, VIJAYAWADA-520010.

...RESPONDENT(S):

Counsel for the Petitioner:

1. JAVVAJI SARATH CHANDRA

Counsel for the Respondent(S):

1. PADMANABHAM A

SUBMITTED FOR APPROVAL:

THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI

&

THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI

1. Whether Reporters of Local Newspapers
may be allowed to see the Judgment/ Order? Yes/No
2. Whether the copy of Judgment/ Order may be
marked to Law Reporters/Journals? Yes/No
3. Whether Their Lordships wish to
see the fair copy of the Judgment/ Order? Yes/No

JUSTICE RAVI NATH TILHARI

JUSTICE BALAJI MEDAMALLI

*** THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI**
THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI
+ CIVIL REVISION PETITION NO: 84/2026

% 28.04.2026

Between:

1. GALI RADHA BHAGYA LAKSHMI, W/O. G. VENKAT BABU, AGED 49 YRS R/O D.NO. 1-132, KANCHERLAPEM VILLAGE, TENALI MANDAL, GUNTUR DISTRICT.

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1. SREE CONSTRUCTIONS, (REP BY ITS MANAGING PARTNER) MR. CHALASANI SRIDHAR, S/O LATE RAMA KOTESWARA RAO, REGD OFFICE. 501, LAILA DEVI NILAYAM CHRK STREET, PATAMATALANKA, VIJAYAWADA-520010.

2. CHALASANI SRIDHAR, S/O LATE RAMA KOTESWARA RAO, AGED ABOUT 55 YRS, R/O D.NO. 101, LAILA DEVINILAYAM, CHRK STREET, PATAMATA LANKA, VIJAYAWADA-520010.

...RESPONDENT(S):

! Counsel for the Petitioner(s) : JAVVAJI SARATH CHANDRA

^ Counsel for Respondent(S): PADMANABHAM A

< Gist:

> Head Note:

? Cases referred:

1. 2024 SCC OnLine SC 2494
2. 2025 SCC OnLine AP 3715

3. 2024 SCC OnLine SC 3381

**THE HON'BLE SRI JUSTICE RAVI NATH TILHARI
&**

THE HON'BLE SRI JUSTICE BALAJI MEDAMALLI

CIVIL REVISION PETITION.No.84 of 2026

JUDGMENT: *(Per Hon'ble Sri Justice Ravi Nath Tilhari)*

Heard Sri Javvaji Sarath Chandra, learned counsel for the petitioner/ claimant and Sri A.Padmanabham, learned counsel for the respondents.

2. This petition, under Article 227 of the Constitution of India, has been filed challenging the order dated 31.07.2025 passed in C.A.O.P.No.2 of 2025 by the learned Special Court for Trial and Disposal of Commercial Disputes, Vijayawada (for short 'the Special Court').

3. The C.A.O.P.No. 2 of 2025 was filed by the petitioner/ applicant/ claimant under section 29-A of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for extension of the mandate of the Arbitral Tribunal for a period of 12 months from 27.09.2023. The petition was filed, *inter alia*, on the averments that the claimant filed AOP.No.330 of 2019 under section 9(2) of the Act on the file of XII Additional District Judge, Vijayawada restraining the respondents therein from alienating certain flats in 'KAR Sree Brindhavanam' till disposal of the arbitration proceedings. The learned XII Additional District Judge, Vijayawada, by an order

dated 09.08.2021, granted interim injunction against the respondents and directed the parties to approach Arbitrator.

4. The sole arbitrator was appointed basing on the joint memo dated 23.04.2021 filed by the parties before the learned XII Additional District Judge, Vijayawada. It was submitted that due to Covid-19 situation, there was delay in communication of the appointment order to the sole arbitrator. The 1st arbitral sitting was held on 30.11.2021. On 30.11.2021, the Arbitration Tribunal directed the respondents to file their statement of claim on or before 30.12.2021 and later, for reply, the time was given till 17.01.2022 and the schedule was fixed for further proceedings. Due to Covid-19 situations, the proceedings were stalled for some time and later, the claimant filed an interim application for grant of injunction with respect to the certain items of the scheduled property. There was also change of advocate of the claimant for twice and later on, on the joint memo, the time was extended for a period of 6 months. The Arbitral Tribunal conducted 36 sessions till 25.09.2023 and thereafter, the arbitral proceedings continued for 51 sessions till 06.03.2024. The arbitral proceedings could not be completed within the specified period. The evidence from the claimant's side was concluded on 27.09.2023 and the evidence from the respondents' side was concluded on 06.03.2024. Consequently, the petition/ C.A.O.P.No.2 of 2025 under Section 29-A of the Act was filed. The prayer was made for extension of time.

5. However, the prayer as mentioned in clause (a) of the affidavit was that the time be extended for completion of the arbitration proceedings and passing of the arbitral award by a period of 12 months with effect from 27.09.2023.

6. The respondents filed counter affidavit denying the averments made in the petition and submitted that they could not file the statement before the Arbitral Tribunal on 30.12.2021, which was filed on 02.06.2022. It was further contended that the court had no jurisdiction to entertain the petition and the claimant filed the petition with no *bona fide* reasons and prayed to dismiss the same.

7. On hearing the respective counsels, the learned Special Court framed the following point for determination.

“Whether this Court can extend the mandate of the learned Sole Arbitrator for a period of 12 months with effect from 27.09.2023, as prayed for ?”

8. On the aforesaid point for determination, learned Special Court recorded the finding that no cogent reasons were mentioned in the affidavit for dragging of the arbitral proceedings not only up to 27.09.2023, but also thereafter till 06.03.2024. It recorded that the claimant had not mentioned any single reason for the delay of about 15 months in filing the petition.

9. Learned Special Court further took the view that the petitioner had sought extension of 12 months from 27.09.2023 and that 12 months period had already expired on 26.09.2024, whereas the petition itself was filed on 20.12.2024 i.e.,

thereafter and so, the application had been rendered infructuous and no extension could be granted. Learned Special judge had also recorded that the claimant was silent as to whether the arbitral proceedings had been completed on or before 26.09.2024 or not. The petition under Section 29A of the Act was thus rejected by the learned Special judge vide order dated 31.07.2025.

10. Assailing the order dated 31.07.2025, learned counsel for the petitioner submits that the claimant had assigned sufficient reasons as to why the arbitral proceedings could not be completed within the period of 12 months, as well as within the extended period of 6 months pursuant to the joint memo. He submits that there was no delay in filing the application under Section 29-A of the Act. He submits that the application for extension of time can be filed at any time, even after the expiry of the mandate period. He further submits that the petitioner had previously filed an Arbitration Application No.11 of 2024 before this court (High Court), but the same was dismissed as withdrawn with liberty to approach the appropriate forum, by an order dated 05.07.2024. Pursuant thereto, the petitioner presented the application before the Special Court on 19.08.2024. The same was returned due to certain office objections and was re-submitted on 09.09.2024. He submits that although the fact of filing of the previous Arbitration Application No. 11 of 2024 was not specifically mentioned in the application before the learned Special Court, but a copy of the order dated 05.07.2024 passed by this Court was placed on record of the learned Special court along with a memo. Therefore,

there is no question of delay. Any period of limitation has not been prescribed and in any case in the light of the Order of this Court dated 05.07.2024, the application filed on 19.08.2024, was within the reasonable period. However, while passing the impugned order, the learned Special Court failed to consider the order passed by this court. Consequently, it arrived at an erroneous conclusion that there was a delay of about 15 months in presenting the application before the learned Special Court.

11. Learned counsel for the petitioner placed reliance in ***Rohan Builders (India) Private Limited Vs Berger Paints India Limited***¹ and in ***Chidepudi Bhanu Srivastava Vs Kancharla Subrahmanyam***² in support of the contention that an application under Section 29-A of the Act can be filed even after the expiry of the period within which the arbitral proceedings are to be completed as also for the submission that sufficient cause has to be considered not with respect to the delay in filing the application, but with respect to the completion of the proceedings before the arbitrator and that the Court has to record sufficient reasons for extension of the mandate and the expression 'sufficient cause' ought to be construed liberally so as to extend the time for completion of Arbitral proceedings.

¹ 2024 SCC OnLine SC 2494

² 2025 SCC OnLine AP 3715

12. On the other hand, learned counsel for the respondents submitted only that, the application was filed for extension of a period of 12 months from 27.09.2023 which period had already expired, even prior to the filing of the application. As such, the application became infructuous and there is no illegality in the impugned order rejecting the application by the Special Court.

13. No other submission was advanced from the respondents' side.

14. The following point arises for our consideration and determination.

“Whether the impugned order rejecting the application for extension of time under Section 29-A of the Arbitration and Conciliation Act, 1996 suffers from any illegality and calls for any interference ?”

15. We have considered the aforesaid submissions and perused the material on record.

16. Before proceeding further, we reproduce Section 29A of the Act, 1996 as under.

29A. Time limit for arbitral award.—

(1)The award in matters other than international commercial arbitration shall be made by the arbitral tribunal within a period of twelve months from the date of completion of pleadings under sub-section (4) of section 23:

Provided that the award in the matter of international commercial arbitration may be made as expeditiously as possible and endeavor may be made to dispose of the matter within a period of twelve

months from the date of completion of pleadings under sub-section (4) of section 23.

(2) *If the award is made within a period of six months from the date the arbitral tribunal enters upon the reference, the arbitral tribunal shall be entitled to receive such amount of additional fees as the parties may agree.*

(3) *The parties may, by consent, extend the period specified in sub-section (1) for making award for a further period not exceeding six months.*

(4) *If the award is not made within the period specified in sub-section (1) or the extended period specified under sub-section (3), the mandate of the arbitrator(s) shall terminate unless the Court has, either prior to or after the expiry of the period so specified, extended the period:*

Provided that while extending the period under this sub-section, if the Court finds that the proceedings have been delayed for the reasons attributable to the arbitral tribunal, then, it may order reduction of fees of arbitrator(s) by not exceeding five per cent. for each month of such delay.

Provided further that where an application under sub-section (5) is pending, the mandate of the arbitrator shall continue till the disposal of the said application:

Provided also that the arbitrator shall be given an opportunity of being heard before the fees is reduced.

(5) *The extension of period referred to in sub-section (4) may be on the application of any of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the Court.*

(6) *While extending the period referred to in sub-section (4), it shall be open to the Court to substitute one or all of the arbitrators and if one or all of the arbitrators are substituted, the arbitral proceedings shall continue from the stage already reached and on the basis of the evidence and material already on record, and the arbitrator(s) appointed under this section shall be deemed to have received the said evidence and material.*

(7) In the event of arbitrator(s) being appointed under this section, the arbitral tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed arbitral tribunal.

(8) It shall be open to the Court to impose actual or exemplary costs upon any of the parties under this section.

(9) An application filed under sub-section (5) shall be disposed of by the Court as expeditiously as possible and endeavour shall be made to dispose of the matter within a period of sixty days from the date of service of notice on the opposite party”

17. In ***Rohan Builders’s*** (Supra1), the Hon'ble Apex Court in Para Nos. 5, 7, 13, 14, 15 and 19 held as under:

5. Section 29-A envisages two time-limits for making of an arbitral award. First, Section 29-A(1) states that an award shall be made by the Arbitral Tribunal within a period of twelve months. Secondly, Section 29-A(3) stipulates that the parties by consent can extend the time for making the award beyond twelve months, up to an additional period of six months. Extension beyond six months, even by consent of the parties, is not permitted. In terms of the Arbitration and Conciliation (Amendment) Act, 2019 (Act 33 of 2019) [Section 29-A was further amended vide the Arbitration and Conciliation (Amendment) Act, 2019 (Act No. 33 of 2019) which read:“6. Amendment of Section 29-A.—In Section 29-A of the principal Act—(a) for sub-section (1), the following sub-section shall be substituted, namely—‘(1) The award in matters other than international commercial arbitration shall be made by the Arbitral Tribunal within a period of twelve months from the date of completion of pleadings under sub-section (4) of Section 23:Provided that the award in the matter of international commercial arbitration may be made as expeditiously as possible and endeavour may be made to dispose of the matter within a period of twelve months from the date of completion of pleadings under sub-section (4) of Section 23.’;(b) in sub-section (4), after the proviso, the following provisos shall be inserted, namely—‘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.’ ”], the time-limit for making an arbitral award under Section 29-A(1) is not applicable to international commercial arbitration. As per the

amendment made by Act 33 of 2019, the twelve-month period commences from the date of completion of pleadings under Section 23(4) of the A&C Act. Earlier, Section 29-A(1) had stipulated that the twelve-month period would begin from the date the Arbitral Tribunal enters upon reference. Section 29-A(2) states that if the award is made within six months, the Arbitral Tribunal will be entitled to receive such amount as additional fees as the parties may agree.

7. Section 29-A(5) states that a party to the arbitration proceedings can file an application in court for an extension of time for making the award. As per the second proviso to Section 29-A(4), where an application for an extension of time under Section 29-A(5) has been filed and is pending, the mandate of the Arbitral Tribunal shall continue till the disposal of the application. Thus, the second proviso to Section 29-A(4), by specific mandate, allows the arbitration proceedings to continue during the pendency of the extension application under Section 29-A(5) before the court. Lastly, the extension of time is to be granted by the court only for “sufficient cause” and on such terms and conditions as may be imposed by the court. We will elaborate on the last aspect, and why this interpretation is preferable. First, we will refer to the ratio and reasoning in [Rohan Builders (India) (P) Ltd. (Supra)

13. An interpretive process must recognise the goal or purpose of the legal text. [Shailesh Dhairyawan v. Mohan Balkrishna Lulla, (2016) 3 SCC 619 : (2016) 2 SCC (Civ) 426] Section 29-A intends to ensure the timely completion of arbitral proceedings while allowing courts the flexibility to grant extensions when warranted. **Prescribing a limitation period, unless clearly stated in words or necessary, should not be accepted. Bar by limitation has penal and fatal consequences. This Court in North Eastern Chemicals Industries (P) Ltd. v. Ashok Paper Mill (Assam) Ltd. [North Eastern Chemicals Industries (P) Ltd. v. Ashok Paper Mill (Assam) Ltd., (2023) 19 SCC 798] observed: (SCC p. 812, para 37)**

“37. ... When no limitation stands prescribed it would be inappropriate for a Court to supplant the legislature's wisdom by its own and provide a limitation, more so in accordance with what it believes to be the appropriate period.”

Courts should be wary of prescribing a specific period of limitation in cases where the legislature has refrained from doing so. [Ajaib Singh v. Sirhind Coop. Mktg.-cum-Processing Service Society Ltd., (1999) 6 SCC 82 : 1999 SCC (L&S) 1054] If we give a narrow and restrictive meaning to Section 29-A(4), we would be indulging in

*judicial legislation by incorporating a negative stipulation of a bar of limitation, which has a severe annulling effect. Such an interpretation will add words to widen the scope of legislation and amount to modification or rewriting of the statute. If the legislature intended such an outcome, it could have stated in the statute that — “the Court may extend the period only if the application is filed before the expiry of the mandate of the arbitrator, not after”. **Indeed, there would have been no need to use the phrase “after the expiry of the period” in the statute. In other words, a rigid interpretation would amount to legislating and prescribing a limitation period for filing an application under Section 29-A, when the section does not conspicuously so state. Rather, the expression and intent of the provision are to the contrary.***

14. In our opinion, a restrictive interpretation would lead to rigour, impediments and complexities. A party would have to rush to the court even when the period of arbitral mandate of twelve months has not expired, notwithstanding the possibility of a consent-based extension of six months under Section 29-A(3). Narrow interpretation presents an additional challenge by relegating a faultless party to a fresh reference or appointment of an arbitrator under the A&C Act [We have not examined and pronounced on the legal consequence when the proceedings “terminate” in terms of Section 29-A of the A&C Act and the legal remedy available to the parties.] , thereby impeding arbitration rather than facilitating it. The legislature vide the 2015 Amendment envisions arbitration as a litigant-centric process by expediting disposal of cases and reducing the cost of litigation. [See Statement of Objects and Reasons of the Arbitration and Conciliation (Amendment) Bill, 2015 inserting Section 29-A.] A narrow interpretation will be counterproductive. The intention is appropriately captured in the following observations made in the 176th Report of the Law Commission of India:

“2.21.1. ... But the omission of the provision for extension of time and therefore the absence of any time-limit has given rise to another problem, namely, that awards are getting delayed before the Arbitral Tribunal even under the 1996 Act. One view is that this is on account of the absence of a provision as to time-limit for passing an award.

2.21.3. ... The time-limit can be more realistic subject to extension only by the court. Delays ranging from five years to even fourteen years in a single arbitration have come to the Commission's notice. The Supreme Court of India has also referred to these delays of the Arbitral Tribunal. The point here is that these delays are occurring even in cases where there is no

court intervention during the arbitral process. The removal of the time-limit is having its own adverse consequences. There can be a provision for early disposal of the applications for extension, if that is one of the reasons for omitting a provision prescribing a time-limit, say one month. Parties can be permitted to extend time by one year. Pending the application for extension, we propose to allow the arbitration proceedings to continue.

2.21.4. It is, therefore, proposed to implement the recommendation made in the 76th Report of the Law Commission with the modification that an award must be passed at least within one year of the arbitrators entering on the reference. The initial period will be one year. Thereafter, parties can, by consent, extend the period up to a maximum of another one year. Beyond the one year plus the period agreed to by mutual consent, the court will have to grant extension. Applications for extension are to be disposed of within one month. While granting extension, the court may impose costs and also indicate the future procedure to be followed by the tribunal. There will, therefore, be a further proviso, that further extension beyond the period stated above should be granted by the Court. We are not inclined to suggest a cap on the power of extension as recommended by the Law Commission earlier. There may be cases where the court feels that more than 24 months is necessary. It can be left to the court to fix an upper limit. It must be provided that beyond 24 months, neither the parties by consent, nor the Arbitral Tribunal could extend the period. The court's order will be necessary in this regard. But in order to see that delay in disposal of extension applications does not hamper arbitration, we propose to allow arbitration to continue pending disposal of the application.

2.21.5. One other important aspect here is that if there is a delay beyond the initial one year and the period agreed to by the parties (with an upper of another one year) and also any period of extension granted by the Court, there is no point in terminating the arbitration proceedings. We propose it as they should be continued till award is passed. Such a termination may indeed result in waste of time and money for the parties after lot of evidence is led. In fact, if the proceedings were to terminate and the claimant is to file a separate suit, it will even become necessary to exclude the period spent in arbitration proceedings, if he was not at fault, by amending Section 43(5) to cover such a situation. But the Commission is of the view that there is a better solution to the problem.

The Commission, therefore, proposes to see that an arbitral award is ultimately passed even if the abovesaid delays have taken place. In order that there is no further delay, the Commission proposes that after the period of initial one year and the further period agreed to by the parties (subject to a maximum of one year) is over, the arbitration proceedings will nearly stand suspended and will get revived as soon as any party to the proceedings files an application in the Court for extension of time. In case none of the parties files an application, even then the Arbitral Tribunal may seek an extension from the Court. From the moment the application is filed, the arbitration proceedings can be continued. When the Court takes up the application for extension, it shall grant extension subject to any order as to costs and it shall fix up the time schedule for the future procedure before the Arbitral Tribunal. It will initially pass an order granting extension of time and fixing the time frame before the Arbitral Tribunal and will continue to pass further orders till time the award is passed. This procedure will ensure that ultimately an award is passed.”

15. *Rohan Builders (India) Pvt. Ltd. (supra) highlights that an interpretation allowing an extension application post the expiry period would encourage rogue litigants and render the timeline for making the award inconsequential. However, it is apposite to note that under Section 29A(5), the power of the court to extend the time is to be exercised only in cases where there is sufficient cause for such extension. Such extension is not granted mechanically on filing of the application. The judicial discretion of the court in terms of the enactment acts as a deterrent against any party abusing the process of law or espousing a frivolous or vexatious application. Further, the court can impose terms and conditions while granting an extension. Delay, even on the part of the arbitral tribunal, is not countenanced.²⁸ The first proviso to Section 29A(4) permits a fee reduction of up to five percent for each month of delay attributable to the arbitral tribunal.*

“19. In view of the above discussion, we hold that an application for extension of the time period for passing an arbitral award under Section 29-A(4) read with Section 29-A(5) is maintainable even after the expiry of the twelve-month or the extended six-month period, as the case may be. The court while adjudicating such extension applications will be guided by the principle of sufficient cause and our observations in para 15 of the judgment..”

18. In **Chidepudi Bhanu Srivastava's case** (Supra2), this court, taking into consideration **Rohan Builder's case** (Supra 1) and also **Ajay Protech Private Limited v. General Manager**³ recorded the conclusion, at Para No.31 as under:

“31. Thus considered, our conclusions are:

(i) that the application for extension of the arbitral mandate under Section 29(A)(4) of the Act, 1996 can be extended either prior to or after expiry of the period of 12 months or 18 months, as the case may be;

(ii) that the application under Section 29(A)(4) of the Act, 1996 can be filed before the expiry of the period of mandate and also thereafter;

(iii) that the Court has to record sufficient reasons for extension of the mandate;

(iv)

(v).....”

19. In view of the aforesaid judgments it is settled position in law that the application for extension of time for Arbitral Mandate under Section 29A of the Act, 1996 can be filed before the expiry of the period of mandate and also thereafter and the court has to record sufficient reasons for extension of the mandate as to why Arbitral Award could not be made within the mandated period. It is also settled that 'sufficient cause' has to be construed liberally so as to enable to give the mandate.

³ 2024 SCC OnLine SC 3381

20. Now coming to the impugned order of the learned Special judge, we are of the view that the same is unsustainable for the following reasons: -

- a) So far as, the period of extension of 12 months mentioned in the application with effect from 27.09.2023 is concerned as sought by the petitioner, the learned Special Judge has taken a view which is too technical. The application was filed seeking extension of 12 months with effect from 27.09.2023 as mentioned in the affidavit. That period had already expired even prior to filing of the application. In such a case, the learned court is not bound by the time sought, nor the same time is required to be granted. It is in the discretion of the Special Court by considering the stage of the arbitral proceedings and the cause assigned for non-completion of those proceedings, to grant an appropriate period of extension, which may be more or less than the time requested. It appears to be a mere error in the affidavit, which though ought to have been corrected, but could not be made a ground to reject the application and particularly when in the application itself the prayer was sought only extension of time, without specifying from what period and for what period. Such prayer should have been considered in the correct perspective, and in any case, if the learned Special judge was so particular for the prayer in the affidavit, pointing out such an error, the learned Special Judge ought to

have granted time to the applicant to rectify the mistake, which recourse was not adopted. The view taken is too technical which does not advance the cause of justice.

- b) Insofar as the delay of 15 months in filing the application is concerned, firstly, there is no period of limitation in filing the application under Section 29A(4) of the Act. An application is maintainable even after the expiry of 12 months or 18 months period as the case may be. Secondly, the petitioner had approached this court by filing Arbitration Application No.11 of 2024, which was dismissed as withdrawn by an order dated 05.07.2024, granting liberty to the petitioner to approach the competent Court, and pursuant thereto when the petitioner approached the Special Court on 19.08.2024, which in our view, is within a reasonable period. The learned Special judge ought to have considered the application taking a lenient view. It is not in dispute that the order of this court in the Arbitration Application No.11 of 2024 was brought on record of the Special Court by way of memo. The respondents have also averred about the same in their counter affidavit. However, the learned Special Court while passing the impugned order did not take into consideration the order passed by this Court. We are of the view that there was no delay in filing the application or

in any case it was within reasonable period and so the application could not be rejected on that ground.

- c) The written statement was filed by the respondents on 02.06.2022. The same was taken on record on 01.10.2022. During the period, Covid-19 conditions were prevailing. The same is also recorded in the impugned order itself. The 12 months period was completed and thereafter, 6 months period, as extended vide joint memo of the parties, expired on 31.03.2024. The evidence of the respondents' side was concluded on 06.03.2024. So, the case for extension of time was made out. There was sufficient cause, in totality of the facts and circumstances, in which the arbitral award could not be given in total 18 months period. The time deserved to be extended.
- d) The learned Special Judge has not recorded any finding that there was no sufficient cause for non-completion of the arbitral proceedings during the period of 18 months. In the absence of any such finding, the impugned order rejecting the application cannot be sustained.

21. The Civil Revision Petition is allowed. The impugned order dated 31.07.2025 passed in C.A.O.P.No.2 of 2025 of learned Special Court for Trial and Disposal of Commercial Disputes, Vijayawada is set aside.

22. Learned counsels on both the sides submit that instead of remitting the matter to the learned Special Judge to reconsider the application afresh, this

Court may itself grant/extend a period of six months for completion of the arbitral proceedings.

23. Accordingly, the Arbitral Tribunal shall complete the arbitral proceedings within an extended period of six months from the date of receipt of a copy of this judgment. There shall be no order as to costs.

As a sequel, miscellaneous applications, pending, if any, shall stand closed.

JUSTICE RAVI NATH TILHARI

JUSTICE BALAJI MEDAMALLI

Date: 28.04.2026

Note: LR copy to be marked

(B/o)

Dvs

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**THE HON'BLE SRI JUSTICE RAVI NATH TILHARI
&
THE HON'BLE SRI JUSTICE BALAJI MEDAMALLI**

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