

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO.1090 OF 2021**

M/s. Magnum Opus IT consulting  
Private Limited, having its office  
at: Office No.6, Sai Vandan  
Apartment, Paud Phata, Kothrud,  
Pune-411 038.

...Petitioner

Versus

M/s. Artcad Systems, Through its  
Proprietor Vinay Digambar  
Shende Ag:41 years, Occupation:  
Business. Residing at Flat No.5,  
Suryaprakash Apartment, Parijat  
Nagar, Near Shete Hospital,  
Nashik 422 005.

...Respondent

...

Mr. Nitesh Bhutekar for Petitioner.

Mr. Anand Bhandari i/b. Mr. Vivekanand V. Krishnan for Respondent.

**CORAM: SMT. ANUJA PRABHUDESSAI, J.**

**DATED : 14<sup>th</sup> SEPTEMBER, 2022.**

**JUDGMENT :-**

1. Rule. With consent, rule is made returnable forthwith.
  
2. This writ petition raises challenge to the order dated 03/02/2021 whereby learned District Judge, Nashik, allowed the application filed by the Respondent under Section 29-A of the Arbitration and Conciliation Act, 1996 and appointed retired Judge Mr. Vivek R. Agrawal as the sole Arbitrator.

3. The Petitioner is a registered Company engaged in the business of e-governance. The Respondent-proprietorship concern, which is registered under Micro, Small and Medium Enterprises Development Act, 2006 (hereinafter referred to as 'MSMED Act'), supplied to the Petitioner spare parts and raw material required for manufacture of Active Tracker Machines. The Respondent claimed that an amount of Rs.1,30,33,000/- was due and payable by the Petitioner Company towards the price of the goods supplied. The Respondent made reference to Micro, Small and Medium Enterprises Facilitation Council (hereinafter referred to as 'the Council') under Section 18 of the MSMED Act in respect of the amount due under Section 17. The conciliation between the parties was not successful and stood terminated without any settlement. Hence, the Council took up the dispute for arbitration. It appears that the Petitioner failed to appear before the Council on three occasions and on 29/07/2017 the Council decided to close the matter. By order dated 17/11/2017 in Arbitration Petition (LODG) No.20093 of 2017, filed by the Respondent -herein, this Court revived the arbitration proceedings, which was going on before the Council and directed the Respondent to file the statement of claim with compilation of documents within a period of two weeks. The Council was directed

to decide further course of action within four weeks from the date of the order.

4. There was no progress in the arbitration proceedings for almost a period of three years. Since the period of one year stipulated in Section 29-A of the Arbitration and Conciliation Act, had expired, the Respondent filed an application before the District Court at Nashik praying for extension of mandate and substitution of Arbitrator in terms of Sub Section 6 of Section 29-A of the Arbitration and Conciliation Act, 1996.

5. The Petitioner claimed that the Respondent was responsible for delaying the matter. It was contended that when the matter was on the verge of disposal the Respondent had approached the High Court to appoint an Arbitrator from the panel of the High Court and when the matter came up for hearing agreed for revival of the arbitration proceedings before the Council and to proceed before the same Arbitrator. The Petitioner claimed that the Respondent was only interested in delaying the matter by approaching various authorities. The Petitioner also opposed the said application on the ground that the provisions of MSME Act are not applicable to the Respondent, for the reasons stated in the reply.

It was further held that in the absence of agreement between the parties, the court has no jurisdiction to entertain the application.

6. Learned District Judge after hearing the respective parties held that the arbitration proceedings were not concluded within a period of 12 months and as per Section 29-A of the Arbitration and Conciliation Act, the mandate of the Arbitrator stands terminated. Relying upon the decision of this Court in ***Chief Engineer and Anr. vs. Mrs. Devdatt P. Shirodkar, 2018 SCC Online Bom 688*** learned District Judge held that since the mandate of the Arbitrator has lapsed, in terms of Section 29-A of the Arbitration and Conciliation Act, the District Court has jurisdiction to substitute the Arbitrator. The learned Judge allowed the application and appointed retired Judge Vivek R. Agrawal as a sole Arbitrator. Directions have been given to the Arbitrator to call for the records and proceedings pending before the Council and to complete the adjudication process within the statutory period. This order has been challenged in this petition.

7. Mr. Nitesh Bhutekar, learned counsel for the Petitioner submits that Section 29-A of the Arbitration Act will have no application in arbitration proceedings under Section 18 (3) of the

MSMED Act. He contends that the District Court does not have jurisdiction to substitute the Arbitrator appointed under the provisions of MSMED Act, moreover when the Arbitrator was appointed by this Court by order dated 17/11/2017. Learned counsel for the Petitioner further submits that the power to extend the mandate of the Arbitrator or to substitute the Arbitrator lies only with the Supreme Court and High Court and not with the District Court. In support of these contentions learned counsel for the Petitioner has relied upon the decision of this Court in (Coram: G.S. Kulkarni, J.) in ***Cabra Instalaciones Y. Servicios, S.A. Commercial Arbitration Petitioner (L) No.814 of 2019***, the decision of Delhi High Court in ***DDA vs. M/s. Tara Chand Sumit Construction Co. in O.M.P. (MISC) (COMM) 236/2019*** and the decision of the Gujarat High Court in ***Nilesh Patel vs. Bhanubhai Patel, Misc. Civil Application (OJ) No.1 of 2018***.

8. Per contra, Mr. Anand Bhandari, learned counsel for the Respondent submits that the Arbitrator was not appointed under Section 11 of the Arbitration and Conciliation Act and hence the aforesaid decisions would not be applicable to the facts of the case. He submits that the arbitration proceedings were initiated by the Council under Section 18 (3) of the MSMED Act. He submits that by

order dated 17/11/2017 this Court had not appointed an Arbitrator under Section 11 but had only revived the arbitration proceedings, which were terminated by the Council. He submits that since the arbitration proceedings pending before the Council were not concluded within the time limit stipulated in Section 29-A of the Arbitration and Conciliation Act, the District Court, which is a 'Court' as defined under Section 2 (1)(e), has jurisdiction to extend the mandate or to substitute the Arbitrator. He has relied upon the decision of the Apex Court in ***State of West Bengal and Ors. vs. Associated Contractor, 2014 (10) Scale 394***, the decision of the Orissa High Court in ***Liladitya Deb vs. Tara Ranjan Pattanaik and Anr., 2021 SCC Online Ori 928*** and the decision of the Gauhati High Court in ***A-Plus Projects and Technology (P) Ltd. vs. Oil India Ltd. AIR 2019 Gauhati 164***.

9. Learned counsel for the Respondent has referred to the reply filed by the Petitioner to the application under Section 29-A filed before the District Court and has submitted that the objections sought to be raised in this petition were not raised before the District Court. He further submits that the Petitioner raised the issue of jurisdiction before the Arbitrator. The Petitioner participated in the arbitration process even after the challenge to the jurisdiction

was rejected by the Arbitrator and filed the petition only after suffering adverse orders, particularly the order to deposit the amount. He submits that the Petitioner has not approached the Court with clean hands. Even otherwise the Petitioner has remedy under Section 34 of the Arbitration and Conciliation Act and such challenge cannot be entertained in writ jurisdiction.

10. I have perused the records and considered the submissions advanced by the learned counsel for the respective parties.

11. It is not in dispute that the Respondent-Enterprise, which is registered under the provisions of MSMED Act, had supplied certain goods to the Petitioner. There was dispute between the parties relating to the amount payable to the Respondent in respect of the goods supplied to the Petitioner. There was no agreement between the parties and the arbitration proceedings commenced under Section 18 of the MSMED Act, which provides a special forum for adjudication of disputes involving a supplier registered under the MSMED Act. Section 18 reads thus:-

18. Reference to Micro and Small Enterprises Facilitation Council.—

(1) Notwithstanding anything contained in any other law for the time being in force, any party to a dispute may, with regard to any amount due under section 17, make a reference to the Micro and Small Enterprises Facilitation Council.

(2) On receipt of a reference under sub-section (1), the Council shall either itself conduct conciliation in the matter or seek the assistance of any institution or centre providing alternate dispute resolution services by making a reference to such an institution or centre, for conducting conciliation and the provisions of sections 65 to 81 of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to such a dispute as if the conciliation was initiated under Part III of that Act.

(3) Where the conciliation initiated under sub-section (2) is not successful and stands terminated without any settlement between the parties, the Council shall either itself take up the dispute for arbitration or refer to it any institution or centre providing alternate dispute resolution services for such arbitration and the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall then apply to the dispute as if the arbitration was in pursuance of an arbitration agreement referred to in sub-section (1) of section 7 of that Act.



(4) Notwithstanding anything contained in any other law for the time being in force, the Micro and Small Enterprises Facilitation Council or the centre providing alternate dispute resolution services shall have jurisdiction to act as an Arbitrator or Conciliator under this section in a dispute between the supplier located within its jurisdiction and a buyer located anywhere in India.

(5) Every reference made under this section shall be decided within a period of ninety days from the date of making such a reference.

12. Section 18 is a statutory reference, de hors the arbitration agreement between the parties. This section authorizes the Council to conduct conciliation in the matter or seek assistance of any institution or center providing alternate dispute resolution services. When the conciliation proceedings fail, Sub Section 3 of Section 18 of the MSMED Act, which contains a non-obstante clause, empowers the Council to take up the matter for arbitration or refer the dispute for arbitration to any institution or center providing alternate dispute resolution services and further provides that the provision of Arbitration and Conciliation Act 1996 shall apply to such disputes as if the arbitration was in pursuance of an arbitration agreement. Sub

Section 5 of Section 18 mandates that such reference shall be decided within a period of 90 days from the date of the reference.

13. A conjoint reading of Sub Section 3 of Section 18 of MSMED Act and Sub Section (4) of Section 2 of the Arbitration and Conciliation Act makes it clear that Part I of the provisions of the Arbitration Act are applicable to the arbitration proceedings initiated under Section 18 of the MSMED Act. Furthermore, Section 24 of the MSMED Act, which is a non-obstant provision, gives overriding effect to the provisions under Sections 15 to 23 of the MSMED Act notwithstanding anything inconsistent therewith contained in any other law for the time being in force.

14. It is pertinent to note that the entire object of Section 18 is to provide expeditious and efficacious dispute resolution mechanism to resolve the disputes with regard to any amount due under Section 17 of the MSMED Act to the supplier. Though Section 18 provides for an independent forum for arbitration and stipulates the time period to conclude the arbitration, there is no provision under the MSMED Act for extension of time or substitution of the Arbitrator even in case of inordinate delay to decide the reference or inaction on the part of the Arbitrator. Hence by virtue of sub Section

3 of Section 18 of the MSMED Act, the provisions of Section 29-A of the Arbitration and Conciliation Act, which enables the Court to extend the mandate of the Arbitrator or substitute the Arbitrator, would be applicable to the reference made under MSMED Act. Taking a contrary view, as sought to be contended by learned counsel for the Respondent, would render the arbitral scheme under MSMED Act otiose.

15. In the instant case, it is not in dispute that the Respondent is governed by the provisions of MSMED Act. The Respondent had invoked the provisions of Section 18 of the MSMED Act and had applied to the Council for conciliation. The Conciliation having failed, the Council initiated arbitration proceedings. This Court, by order dated 17/11/2017 revived the arbitration proceedings, which were closed by the Council on 29/07/2017. Even after the revival of the proceedings, the Council did not conclude the arbitration within 90 days as stipulated in Sub Section 5 of Section 18 of the MSMED Act. In fact there was no progress in the arbitration for a period of over three years. It was under these circumstances that the Respondent filed an application under Section 29-A before the District Court, Nashik, to substitute the Arbitrator.

16. The question for consideration is whether the District Court had jurisdiction to substitute the Arbitrator. Relying upon the decision of the Co-ordinate Bench of this Court in ***Cabra Instalaciones Y Servicios*** (supra), it is contended that the District Court has no jurisdiction to substitute the Arbitrator appointed by this Court vide order dated 17/11/2017.

17. It is to be noted that Section 29-A (6) confers powers on the 'Court' to substitute one or all of the Arbitrators, while extending the mandate under sub-section 4. The term 'Court' is defined under section 2(e) of the Arbitration and Conciliation Act, 1996, and the same reads as under :-

2(e). 'Court' means -

(i) in the case of an arbitration other than international commercial arbitration, the principle Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject matter of the arbitration if the same had been the subject matter of a suit, but does not include any Civil Court of a grade inferior to such principle Civil Court or any Court of Small Causes ;

(ii) In the case of international commercial arbitration, the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject matter of the arbitration if the same had been the subject matter of a suit, and in other cases, a High Court having jurisdiction to hear appeals from decree of Courts subordinate to that High Court.

18. From a plain reading of this provision, it is clear that in the case of international commercial arbitration, the 'Court' would mean the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the question forming the subject matter of the arbitration if the same had been the subject matter of the suit or the High Court having jurisdiction to hear appeals from decrees of Courts subordinate to that High Court. In arbitration proceedings other than international commercial arbitration, Court would be the principal Civil Court of original jurisdiction in a District and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject matter of the arbitration, if the same had been the subject matter of a suit. In ***State of West Bengal Vs. Associated Contractors, (2015) 1 SCC 32*** the Hon'ble Supreme Court has reiterated that Section 2(1)(e)

contains a scheme different from that contained in Section 15 of the Code of Civil Procedure, which requires filing of civil suit in the lowest grade of court. It is held that where a High Court exercises ordinary original civil jurisdiction over a district, the High Court will have preference to the Principal Civil Court of original jurisdiction in that district.

19. In ***Cabra Instalaciones Y. Servicios*** (supra), the Arbitration in question being an International Commercial Arbitration, the Arbitral Tribunal was appointed by the Supreme Court. The coordinate Bench of this Court held that section 11(9) of the Arbitration and Conciliation Act confers exclusive jurisdiction on the Supreme Court to appoint an Arbitral Tribunal when the Arbitration in question is an International Commercial Arbitration, as defined under section 2(1)(f) of the Arbitration Act. It was under these circumstances it was held that the High Court exercising power under section 29-A would have no jurisdiction to appoint or substitute Arbitral Tribunal appointed by the Supreme Court.

20. In ***Nilesh Ramanbhai Patel***, as well as in ***M/s. Tara Chand Sumit Construction Co.*** (supra), the Gujarat and Delhi High Court while considering the question whether the term 'Court' can be

interpreted differently in the context of section 29-A, has held that the definition of "Court" under Section 2 starts with a caveat that '*in this part, unless the context otherwise requires-*' and as such if the context otherwise requires, the said term should be understood differently. It has been held in the aforesaid decisions that the Legislature in its wisdom has conferred the powers of appointment of an arbitrator only on the High Court or the Supreme Court, depending on the nature of the arbitration. It is held that if the definition of term 'Court' under section 2(1)(e) is applied in a strict sense it would lead to a situation where the principal civil court will be called upon to extend the mandate of the arbitrator or substitute the arbitrator appointed by the High Court. This would lead to irreconcilable conflict between the power of superior Courts to appoint arbitrators under section 11 of the Act and those of the Civil Court to substitute such arbitrators under section 29-A(6) of the Act. Similarly, in case of international commercial arbitration, the power to make an appointment of an Arbitrator vests exclusively with the Supreme Court. In such a case, if the High Court either exercising original jurisdiction or appellate jurisdiction were to exercise power of substitution of an arbitrator, it would be transgressing its jurisdiction as the power to appoint the arbitrator is exclusively in the domain of the Supreme Court. It is held that such interpretation

would be clearly in the teeth of the provisions of section 11 of the Arbitration and Conciliation Act which confers the power of appointment of Arbitrators only on the High Court or the Supreme Court, as the case may be. It is held that such conflict can be avoided only by understanding the term "Court" for the purpose of Section 29-A as the Court which appointed the Arbitrator in case of Court constituted Arbitral Tribunal. The Delhi High Court in ***M/s. Tara Chand*** (supra) did not consider the judgment in ***Chief Engineer*** (supra) since the parties had not disputed that the District Court would have jurisdiction to appoint /substitute the Arbitrator.

21. There are conflicting views as regards the jurisdiction of the District Court to extend the mandate or substitute the Arbitrator under Section 29-A of the Arbitration and Conciliation Act. In ***Liladitya Deb vs. Tara Ranjan Pattanaik, 2021 SCC Online Ori 928*** learned Single Judge of Orissa High Court at Cuttack has held that the High Court of Orissa does not exercise the original civil jurisdiction and in view of Sub Section 2 of Section 2 of the Orissa Civil Courts Act, 1984, the District Court would have jurisdiction under Sub Section 5 of Section 29-A of the Arbitration and Conciliation Act to extend the period of passing of arbitral award. Similarly in ***A Plus Projects and Technology Pvt. Ltd.*** (supra) while



considering the question whether the High Court can extend the mandate of the Arbitral Tribunal more so when the Arbitrator was not appointed under Section 11, learned Single Judge of the Gauhati High Court agreed with the view taken by a Single Judge of Kerala High Court in ***M/s. URC Construction Pvt. Ltd. v. M/s. BEML Ltd. (Reported in 2017 (4) Ker LT 1140)*** and held that the term 'Court' appearing in Sub Section 4 of Section 29-A of the Arbitration and Conciliation Act means the principal civil court of original jurisdiction or a High Court exercising civil jurisdiction and no other court. Learned Judge did not agree with the view of the Gujarat High Court in ***Nilesh Patel*** (supra) in view of the enunciation of law by the Hon'ble Supreme Court in ***Associated Contractors*** (supra), which was affirmed by the constitution Bench of the Supreme Court in ***State of Zharkhand vs. Hindustan Construction Co. (2018) 2 SCC 602.***

22. In ***Associated Contractors*** (supra) the question before Hon'ble Supreme Court was as to which Court will have the jurisdiction to entertain and decide an application under Section 34 of the Arbitration and Conciliation Act, 1996. It is in this context the Hon'ble Supreme Court held that Section 2(1)(e) of the Arbitration Act contains an exhaustive definition marking out only principal civil court of original jurisdiction in a district or a High Court having

ordinary original civil jurisdiction in the State and no other Court as Court for the purpose of Part-I of the 1996 Act. In the subsequent constitution Bench judgment in ***State of Jharkhand vs. Hindustan Construction Company, (2018) 2 SCC 602*** the Hon'ble Supreme Court referred to this judgment and agreed with the principles stated therein. The question whether the term 'Court', as defined in Section 2(1)(e) of the Arbitration Act can be interpreted differently in the context of Section 29-A did not fall for consideration in these two decisions.

23. It is pertinent to note that Section 2 begins with "unless the context otherwise requires". In ***Hindustan Construction Ltd.*** (supra) the Hon'ble Supreme Court while considering the contention that the term 'Court' can be assigned different meaning depending on the context, referred to a three Judge Bench decision in ***CST vs. United Medical Agency (1981) 1 SCC 51*** wherein it was held that "*It is a well-settled principle that when a word or phrase has been defined in the interpretation clause, prima facie that definition governs whenever that word or phrase is used in the body of the statute. But where the context makes the definition clause inapplicable, a defined word when used in the body of the statute may have to be given a meaning different from that contained in the interpretation clause; all*

*definitions given in an interpretation clause are, therefore, normally enacted subject to the usual qualification- “unless there is anything repugnant in the subject or context”, or “unless the context otherwise requires”, Even in the absence of the express qualification to that effect such a qualification is always supplied.”*

24. In a recent judgment in ***Past Wind Solutions Pvt. Ltd. Vs Ge Power Conversion India, 2021 SCC Online SC 331*** a three Judge Bench of the Hon'ble Supreme Court has reiterated that *“normally the definition given in the section should be applied and given effect to but this normal rule may, however, be departed from if there be something in the context to show that the definition should not be applied...”*

25. It is pertinent to note that Section 29-A authorizes the 'Court' not only to extend the mandate of the Arbitrator but also to substitute the Arbitrator. The meaning of the word 'Court' as defined in Section 2(1)(e) of the Arbitration and Conciliation Act is subject to the requirement of the context. Hence, when the High Court or the Supreme Court, as the case may be, appoints the Arbitrator in exercise of jurisdiction under Section 11, the term 'Court' would require contextual interpretation, which is permissible in view of the

rider contained in Sub Section 1 of Section 2 of the Arbitration and Conciliation Act. Any other interpretation would create anomalous situation and irreconcilable conflict between the power of the superior court to appoint an Arbitrator and the power of the District Court to substitute such Arbitrator in exercise of powers under Section 29-A. Such conflict can be avoided only by purposive interpretation.

26. In the instant case, the District Court has substituted the arbitrator in exercise of powers under Section 29-A of the Arbitration and Conciliation Act. It is not in dispute that the arbitration proceedings had commenced under section 18 of the MSMED Act. The Council had not concluded the Arbitration within a period of 90 days as stipulated under sub-section 5 of section 18 of MSMED Act or within the time limit under section 29-A of the Arbitration and Conciliation Act. In fact, there was absolutely no progress in the Arbitration for a period of over 03 years and inaction of the Arbitrator had rendered the Arbitral Scheme under section 18 nugatory. There being no provision under the MSMED Act to extend the mandate of the arbitrator or substitute the arbitrator, the only remedy available to the Respondent was to approach the Court under section 29A of the Arbitration Act and accordingly, the

Respondent filed an application under section 29-A before the District Court, Nashik.

27. It is not in dispute that the District Court, Nashik is the principle Civil Court of original jurisdiction in the district having jurisdiction to decide the questions forming the subject matter of the arbitration, if the same had been the subject matter of the suit. As noted above, in the instant case, the Arbitration proceedings had commenced under section 18 of the MSMED Act. The Arbitrator was neither appointed under section 11 of the Arbitration and Conciliation Act nor substituted by this Court, by order dated 17/11/2017. By this order, this Court had only revived the arbitration proceedings which were closed by the Council. Hence, in the context of the present matter, interpreting the word 'Court' to mean principal civil court of original jurisdiction does not lead to an anomalous situation and does not give rise to conflict of powers. On factual aspects the decisions in ***Cabra Instalaciones, Nilesh Patel*** and ***Tara Chand*** (supra) are distinguishable. Hence, there is no scope to depart from the normal rule of giving effect to the meaning of the term 'Court' as defined in the Act.

28. It is pertinent to note that pursuant to the order of the

District Court, the Petitioner submitted to the jurisdiction of the Arbitrator without any objection. It was only on the subsequent hearing that the Petitioner questioned the jurisdiction of the Arbitrator to adjudicate the dispute. The challenge raised by the Petitioner was rejected by the Arbitrator. The Petitioner invoked the writ jurisdiction of this Court only after suffering adverse order to deposit the disputed amount, without disclosing the fact that he had raised the challenge to the jurisdiction and that the same was rejected by the Arbitrator. The conduct of the Petitioner precludes him from seeking relief in writ jurisdiction.

29. It is also pertinent to note that the Petitioner is not remediless but has efficacious remedy under the Arbitration and Conciliation Act. In ***Bhaven Construction Through Authorised Signatory Premjibhai K. Vs. Executive Engineer Sardar Sarovar Narmada Nigam Ltd. and Anr., 2021 SCC Online SC 8*** the Hon'ble Supreme Court has held that *the Arbitration Act itself gives various procedures and forums to challenge the appointment of an Arbitrator. The framework clearly portrays an intention to address most of the issues within the ambit of the Act itself, without there being scope for any extra statutory mechanism to provide just and fair solution... It is therefore prudent for a Judge to not exercise discretion to allow*

*judicial interference beyond the procedure established under the enactment. This power to needs to be exercised in exceptional rarity, wherein one party is left remediless under the statute or a clear 'bad faith' shown by one of the parties. This high standard set by this Court is in terms of the legislative intention to make the arbitration fair and efficient. ... If the Courts are allowed to interfere with arbitral process beyond the ambit of enactment, then the efficiency of the process will be diminished. "*

30. As noted above, the Petitioner has effective alternative remedy under Section 34 of the Arbitration and Conciliation Act. The impugned order does not suffer from lack of inherent jurisdiction. The Petitioner has also not shown any exceptional circumstances or bad faith on the part of the Respondent, which would justify interference in writ jurisdiction, ignoring the statutory dispensation.

31. Under the circumstances, there is no merit in the writ petition and the same is accordingly dismissed. Rule is discharged. Since the time period has lapsed in view of the statement made by the counsel for the Respondent, the time period to conclude the arbitration is extended by six months.

32. Learned counsel for the Petitioner seeks continuation of the statement to enable him to challenge this order. The statement made by the Respondent to be continued for a period of two weeks from the date on which the order is uploaded.

**(SMT. ANUJA PRABHUDESSAI, J.)**