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(Judgment reserved on 06.11.2025)

(Judgment delivered on 28.11.2025)



HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 28215 of 2025

Suryadev Pathak

.....Petitioner(s)

Versus

Union of India and 4 others

.....Respondent(s)

Counsel for Petitioner(s)	: Vishveshwar Mani Tripathi
Counsel for Respondent(s)	: A.s.g.i., Anuj Agrawal, C.S.C., Mahendra Pratap, Pranjal Mehrotra, Rajesh Kumar Jaiswal

Along with :

- 1. Writ - C No. 24846 of 2025:**
Ranveer Singh
Versus
State of U.P. and 2 others
- 2. Writ - C No. 28467 of 2025:**
Manjur
Versus
Union of India and 3 others
- 3. Writ - C No. 29291 of 2025:**
Smt. Parvati Devi
Versus
Union of India and 3 others
- 4. Writ - C No. 35275 of 2025:**
Ashok Kumar Gupta and another
Versus
Competent Authority (Land Acquisition) Special Land
Acquisition Officer Joint Organization Bareilly and 2
others
- 5. Writ - C No. 35305 of 2025:**

Ashok Kumar Gupta and another
Versus
Competent Authority (Land Acquisition)/Special Land Acquisition Officer (Joint Organization), Bareilly and 2 others

6. **Writ - C No. 37180 of 2025:**
Smt Nigar Javed
Versus
Arbitrator/Additional Commissioner 1St, Moradabad and 6 others

7. **Writ - C No. 37561 of 2025:**
Mohan Kumar
Versus
State of U.P. and 5 others

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Court No. - 29

HON'BLE MAHESH CHANDRA TRIPATHI, J.
HON'BLE KUNAL RAVI SINGH, J.

(Per: Mahesh Chandra Tripathi, J.)

1. Heard learned counsels for the petitioners, Sri Pranjal Mehrotra, Sri Raghav Dwivedi and Sri Devendra Kumar, learned counsels for the

respondent-National Highway Authority of India, Sri Fuzail Ahmad Ansari, learned Standing Counsel for the State-respondents and Sri Paras Nath Rai, learned Senior Counsel for the Union of India.

1.1. Since all the aforesaid writ petitions involve a common legal issue concerning the maintainability of writ petitions seeking mandamus for time-bound disposal of arbitration proceedings under Section 3G(5) of the National Highways Act, 1956¹, and the applicability of Section 29A of the Arbitration Act and Conciliation, 1996² to such statutory arbitrations, and with the consent of learned counsel for the parties, the petitions have been clubbed together, heard analogously, and are being disposed of by this common judgment.

A. PRAYER:

2. All the above-mentioned writ petitions have been preferred for a direction to the respondent - Arbitrator to decide the respective cases of the petitioners within a time bound period.

B. FACTS OF THE CASE:-

3. For the purpose of brevity, only the facts of the leading writ petition, i.e. WRIT - C No. 28215 of 2025, are being discussed in detail hereinbelow.

3.1. The petitioner of the leading writ petition is the recorded owner of several parcels of land situated in Mauja Bagahi Bhari, Tappa Bharivasi, Pargana Haveli, Tehsil Campiorganj, District Gorakhpur, bearing Arazi No.46 (0.075 hectare), Arazi No.169 (0.1082 hectare) and Arazi No.269 (0.5747 hectare). These lands were acquired by the respondents for the purposes of the Bharat Mala Scheme relating to the widening and extension of National Highway No.29E (presently renumbered as NH-24) from Sunauli Jungle Kaudiya to Gorakhpur. In connection with this acquisition, the competent authority, i.e., the Special Land Acquisition Officer (respondent no.4), issued a government notice on 14.07.2022 and

¹ The Act, 1956

² The Arbitration Act, 1996

a revised notice on 06.03.2023. As the compensation assessed for his land was arbitrarily fixed at an unreasonably low rate and he was neither paid compensation nor informed of the basis of assessment, the petitioner filed a claim petition under Section 3G(5) of the Act, 1956 before the Arbitrator/District Magistrate, Gorakhpur (respondent no.3) on 17.05.2023. Despite more than two years having elapsed, the said claim petition, registered as Case No.1176 of 2023 (Computer Case No.D202305310001176), has not been decided. Aggrieved by the inaction and delay in adjudication of his claim, the petitioner has invoked the extraordinary jurisdiction of this Hon'ble Court seeking a direction to respondent no.3 - Arbitrator to decide his claim petition expeditiously within a time-bound period.

C. SUBMISSIONS ON BEHALF OF PETITIONERS:

4. Learned counsel for the petitioner submits that the entire acquisition process undertaken by the respondents is vitiated for non-compliance of mandatory provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013³. It is argued that the notices dated 14.07.2022 and 06.03.2023 were issued mechanically, without following due procedure, and hence cannot be sustained. Learned counsel further submits that the petitioner's right to property under Article 300-A of the Constitution has been infringed by acquiring his land without proper notice and without payment of lawful compensation. Moreover, once the petitioner had invoked arbitration under Section 3G(5) of the Act, 1956, it became the statutory obligation of the Arbitrator/District Magistrate to decide the claim within a reasonable time. The unexplained delay of over two years, during which the matter has been adjourned repeatedly without progress, is arbitrary, unjust and violative of Articles 14 and 21 of the Constitution. It is contended that "speedy justice" is an integral part of the right to life, and non-disposal of the claim petition has caused serious financial hardship to the petitioner who has been deprived of both land

3 The Act, 2013

and compensation. Learned counsel argues that the authorities' conduct reflects clear negligence and lack of bona fides, warranting intervention of this Hon'ble Court. He lastly submits that since no effective remedy is available to the petitioner except to seek directions under Article 226 of the Constitution, the Court may kindly direct respondent no.3 - Arbitrator to decide Case No.1176 of 2023 expeditiously within a fixed time-frame, so that the petitioner is not subjected to further irreparable loss and injury.

D. SUBMISSIONS ON BEHALF OF STATE RESPONDENTS :-

5. Shri Fuzail Ahmad Ansari, learned Standing Counsel for the State of Uttar Pradesh, opposed the writ petition and submitted that the relief sought by the petitioner is wholly misconceived and not maintainable under Article 226 of the Constitution. He argued that the petitioner seeks a direction to the Arbitrator/District Magistrate, Gorakhpur, to conclude the proceedings under Section 3-G(5) of the Act, 1956, whereas such a prayer directly contravenes the statutory scheme governing arbitration.

5.1. He submitted that Section 3-G(6) of the National Highways Act expressly provides that the provisions of the Arbitration Act, 1996 shall apply to all arbitrations conducted under the Act, 1956. Once the Arbitration Act, 1996 applies, any grievance relating to delay in arbitral proceedings must be addressed exclusively under the mechanism provided therein.

5.2. Learned Standing Counsel emphasized that Section 29A of the Arbitration Act, 1996 provides a complete remedy for extension of time or substitution of the Arbitrator, and such an application can be moved only before the "Court" as defined in Section 2(1)(e)(i) of the Act. He pointed out that the definition of "Court" under Section 2(1)(e)(i) is exhaustive and restricts jurisdiction to the Principal Civil Court of original jurisdiction or the High Court exercising 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.

5.3. He argued that since the High Court of Judicature at Allahabad does not exercise ordinary original civil jurisdiction, it cannot exercise powers under Section 29A of the Arbitration Act, 1996. Consequently, the High Court cannot issue a mandamus to the Arbitrator for expeditious disposal of the proceedings when the statute itself provides a specific remedy before a competent court.

5.4. In support of his submission, Shri Ansari relied on several authoritative judgments. He referred to **M/s Pandey & Co. Builders Pvt. Ltd. vs. State of Bihar and another**⁴, **State of West Bengal vs. Associated Contractors**⁵, and the recent three-Judge Bench decision of the Supreme Court in **Chief Engineer (NH) PWD (Roads) vs. M/s BSC & C&C JV**⁶, all of which reiterate that High Courts lacking ordinary original civil jurisdiction cannot exercise supervisory powers under the Arbitration Act, 1996.

5.5. He further placed reliance on the decision of the Supreme Court in **NHAI vs. Sayedabad Tea Co.**⁷ to submit that the Act, 1956 is a self-contained code so far as appointment of Arbitrators is concerned, and therefore invocation of constitutional remedies is discouraged where the statute provides a complete scheme. Attention was also invited to the judgment of the Bombay High Court in **Omanand Industries vs. Secretary to the Government of India and others**⁸, which held that once the Arbitration Act applies to proceedings under Section 3-G(5), any grievance must be addressed under the said Act alone and not through a writ petition.

5.6. He further placed reliance upon the order dated 03.01.2019 passed in **Writ-C No.41221 of 2018 (Jai Bahadur Singh vs. State of U.P. and others)** and submitted that in the said case, the petitioner sought a writ

4 2007 (1) SCC 467

5 2015 (1) SCC 32

6 2024 (2) Law Herald (SC) 1772

7 (2020) 15 SCC 161

8 (2023) SCC Online Bom - 784

of mandamus directing the Superintendent Engineer, acting as arbitrator, to conclude arbitration proceedings. The arbitrator had entered reference on 19.06.2017, but the proceedings remained incomplete. The learned Single Judge noted that under Section 29-A of the Arbitration Act, 1996, the arbitrator had twelve months to make an award, extendable by six months with consent of the parties. This period expired in May 2018, and no consent was given. Any further extension could only be granted by the competent civil court, not the High Court. The petitioner relied on a previous Division Bench decision, but in that case the statutory period had not expired. Since the mandate in the said case had already lapsed, the High Court held that no mandamus could be issued and dismissed the petition.

5.7. On the strength of these statutory provisions and binding precedents, it was argued that the writ petition is not maintainable and no mandamus can be issued in contravention of the legislative framework. Learned Standing Counsel accordingly submitted that the writ petition deserves to be dismissed for want of jurisdiction as well as on merits.

DD. SUBMISSIONS ON BEHALF OF THE RESPONDENT – NHAI

5.8. Shri Pranjal Mehrotra, learned counsel for the respondent NHAI, submitted that the writ petition is misconceived and the relief sought is legally untenable. He argued that the land in question was acquired strictly in accordance with the Act, 1956, which is a complete and special code governing acquisition, compensation, and statutory arbitration. He submitted that Section 3G of the Act, 1956 lays down a self-contained mechanism for determination of compensation and resolution of disputes, and sub-section (6) specifically incorporates the Arbitration Act, 1996 only to the extent it is not inconsistent with the Act, 1956. Thus, the statutory arbitration conducted by the District Magistrate under Section 3G(5) does not stand on the same footing as consensual arbitration under the Arbitration Act, 1996 and the timelines prescribed in Section 29A of the 1996 Act have no application to statutory arbitrations unless expressly provided. Learned counsel

submitted that the petitioner, instead of invoking the statutory remedy before the competent civil court of original jurisdiction for extension of time under Section 29A(4) of the Arbitration Act, has directly approached this Court, though Article 226 jurisdiction is not intended to bypass statutory mechanisms.

5.9. He further submitted that even assuming that a grievance regarding delay exists, the proper remedy is not to invoke writ jurisdiction but lies within the statutory scheme itself. However, relying on the judgment of the Hon'ble Supreme Court in **NHAI v. Sayedabad Tea Co.**⁹, learned counsel clarified that where statutory obligations under the Act, 1956 are not discharged, a writ petition is maintainable only to ensure that the authority performs its statutory duty. He submitted that the proceedings before the Arbitrator are progressing, and delays, if any, are largely attributable to the petitioner's own conduct, repeated objections, and non-cooperation. It was thus contended that no mandamus for time-bound disposal is warranted in the facts of the case, and the writ petition deserves to be dismissed.

E. DISCUSSION AND FINDINGS:-

6. Having heard learned counsel for the parties at length and having perused the record, this Court is called upon to determine the narrow but following significant **question of law**:

Whether a writ of mandamus can be issued under Article 226 of the Constitution directing an arbitrator appointed under Section 3G(5) of the Act, 1956 to conclude the arbitration proceedings within a time-bound period, particularly when Section 29A of the Arbitration Act, 1996 provides a self-contained mechanism for seeking extension of time before the "Court" as defined under Section 2(1)(e)(i) of the Arbitration Act, 1996?

9 (2020) 15 SCC 161

6.1 Legislative Framework

6.1.1. Before delving into the merits of the case, it is essential to understand the legislative framework governing land acquisition for national highway projects and the arbitration mechanism provided thereunder. The Act, 1956 is a special enactment that provides for the declaration and maintenance of certain highways as national highways. Section 3G of the Act deals with land acquisition for national highways and the determination of compensation. Section 3G(5) specifically provides for arbitration in case of disputes regarding compensation. The said provision reads as under:

“(5) If the amount determined by the competent authority under sub-section (1) or sub-section (2) is not acceptable to either of the parties, the amount shall, on an application by either of the parties, be determined by the arbitrator to be appointed by the Central Government.”

6.1.2. More importantly, Section 3G(6) of the Act, 1956 creates a vital link with the Arbitration Act, 1996 by providing that:

“(6) Subject to the provisions of this Act, the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to every arbitration under this Act.”

6.1.3. Once Section 3G(6) incorporates the Arbitration and Conciliation Act, 1996 into the statutory arbitration mechanism under the Act, 1956, the timeline for making an arbitral award becomes governed by Section 29A of the Arbitration Act, 1996. Section 29A, inserted by the Arbitration and Conciliation (Amendment) Act, 2015 (Act 3 of 2016) with effect from 23.10.2015 and further amended by the Arbitration and Conciliation (Amendment) Act, 2019 (Act 33 of 2019) with effect from 30.08.2019, prescribes specific timelines for the completion of arbitration proceedings. The relevant provisions of Section 29A are as follows:

“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.”

(Emphasis supplied)

6.1.4. The definition of "Court" under the Arbitration Act, 1996 is crucial for determining which forum has jurisdiction to entertain applications under Section 29A(4) for extension of the mandate of the arbitrator. Section 2(1)(e)(i) of the Arbitration Act, 1996 defines "Court" as:

“(e) “Court” means —

*(i) in the case of an arbitration other than international commercial arbitration, **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,** but does not include any Civil Court of a grade inferior to such principal Civil Court, or any Court of Small Causes;”*

(Emphasis supplied)

6.2 Jurisdictional Bar

6.2.1. The first and foremost question that requires consideration is whether this Court, in exercise of its writ jurisdiction under Article 226 of the Constitution, can direct the Arbitrator to conclude the arbitration proceedings, especially when a specific statutory remedy is provided under Section 29A(4) of the Arbitration Act, 1996, which can be invoked before the competent civil court.

6.2.2. It is well settled that the extraordinary jurisdiction under Article 226 of the Constitution is not meant to be exercised when an adequate,

efficacious and alternative statutory remedy is available. The constitutional courts have consistently held that the existence of an alternative remedy is a bar to the exercise of writ jurisdiction, though not an absolute bar. However, when the statute itself prescribes a specific forum and a specific mechanism for redressal of a particular grievance, the High Court, while exercising its writ jurisdiction, must be extremely cautious not to usurp the jurisdiction vested in the statutory forum.

6.2.3. In the present case, the legislative intent is clear and unambiguous. The Parliament, while enacting Section 29A of the Arbitration Act, 1996, has specifically designated the "Court" as defined in Section 2(1)(e)(i) as the competent authority to entertain applications for extension of the mandate of the arbitrator beyond the stipulated period. The definition of "Court" is exhaustive and does not include High Courts that do not exercise ordinary original civil jurisdiction. The High Court of Judicature at Allahabad admittedly does not exercise ordinary original civil jurisdiction. Therefore, this Court cannot take over or exercise the powers that the law has specifically given to the proper civil court.

6.2.4. The Hon'ble Supreme Court in **M/s Pandey & Co. Builders Pvt. Ltd. vs. State of Bihar and another** (supra) has categorically held that High Courts which do not have ordinary original civil jurisdiction cannot exercise powers under the Arbitration Act, 1996. The ratio of this decision squarely applies to the facts of the present case. Similarly, in **State of West Bengal vs. Associated Contractors** (supra), the Hon'ble Supreme Court reiterated the same principle and held that the supervisory powers under the Arbitration Act are vested exclusively in the courts defined under Section 2(1)(e)(i).

6.2.5. More recently, the three-Judge Bench of the Hon'ble Supreme Court in **Chief Engineer (NH) PWD (Roads) vs. M/s BSC & C&C JV** (supra) has authoritatively settled the position that when the Arbitration Act, 1996 applies to statutory arbitrations, the jurisdiction to extend the mandate of the arbitrator vests exclusively with the court as defined in

the Act, and not with the High Court exercising writ jurisdiction under Article 226 of the Constitution.

6.3 Expiry of Statutory Period and Appropriate Forum

6.3.1. In the present leading case, the petitioner filed his claim petition under Section 3G(5) of the Act, 1956 on 17.05.2023. Therefore, in terms of Section 29A(1) of the Arbitration Act, 1996, the arbitral award ought to have been made within twelve months from the date when the arbitrator entered upon the reference, i.e., by May 2024. Under Section 29A(3), this period could be extended for a further period of six months, but only with the consent of the parties. Admittedly, no such consent has been placed on record.

6.3.2. Once the period of twelve months plus the additional six months (i.e., eighteen months in total) has expired without any extension having been granted by the competent court, the mandate of the arbitrator stands exhausted in terms of Section 29A(4) of the Arbitration Act, 1996. After expiry of the mandate, the arbitrator becomes *functus officio* and loses the authority to continue with the arbitral proceedings unless the mandate is extended by an order of the competent court under Section 29A(4) read with Section 29A(5) and Section 29A(6).

6.3.3. In the present leading case, more than two years have elapsed since the filing of the claim petition. Even if we generously construe the timelines, the statutory period of eighteen months (twelve months plus six months) has long since expired. In such circumstances, the mandate of the arbitrator has lapsed, and he cannot be compelled by a writ of mandamus to decide the matter unless his mandate is first restored by the competent civil court in accordance with law.

6.3.4. The petitioner has placed reliance on a Division Bench decision of this Court dated 08.05.2017 passed in **Writ C No. 12494 of 2017 (Kotak Mahindra Bank Ltd. Vs. State of U.P. & 5 Others)** wherein the Division Bench had extended the mandate of the arbitrator by exercising writ jurisdiction. However, on a careful reading of that judgment, it is evident that in that case, the period of eighteen months

had not expired when the writ petition was filed. The Division Bench specifically noted that the petitioner had approached the Court before the expiry of the statutory period, and therefore, in the interest of substantial justice and to avoid further litigation, the mandate was extended. The Division Bench itself acknowledged that ordinarily the power to extend time is available with the court of original jurisdiction, but in the facts of that case, where the statutory period had not yet expired, the Court exercised its extraordinary jurisdiction.

6.3.5. With utmost respect to the Division Bench decision in **Kotak Mahindra Bank (supra)**, this Court is of the considered opinion that even in cases where the statutory period of eighteen months has not yet expired, the appropriate forum for seeking extension of time or for seeking directions for expeditious disposal of arbitration proceedings is the competent civil court as defined under Section 2(1)(e)(i) of the Arbitration Act, 1996, and not this Court in exercise of its writ jurisdiction under Article 226 of the Constitution. The reason is simple: the statute itself has provided a complete mechanism under Section 29A for dealing with delays in arbitration proceedings and has designated a specific forum for entertaining applications for extension of mandate. Once the legislative intent is clear, this Court should ordinarily refrain from exercising its extraordinary jurisdiction and direct the parties to avail the statutory remedy.

6.3.6. The situation in the present leading case is directly covered by the decision in **Jai Bahadur Singh vs. State of U.P. and others (Writ-C No.41221 of 2018)** decided on 03.01.2019, wherein the learned Single Judge held that once the statutory period of eighteen months has expired, no mandamus can be issued by the High Court directing the arbitrator to conclude the proceedings. Any extension of time beyond the statutory period can only be granted by the competent civil court upon a proper application under Section 29A(4) of the Arbitration Act, 1996. This Court respectfully agrees with and follows the reasoning and conclusion in **Jai Bahadur Singh (supra)**.

6.3.7. Furthermore, this Court is of the firm view that the principle laid down in **Jai Bahadur Singh (supra)** should not be confined only to cases where the statutory period has already expired. The same principle should apply with equal force even to cases where the statutory period has not yet expired. The underlying rationale is that Section 29A of the Arbitration Act, 1996 itself provides the complete machinery for addressing grievances relating to delay in arbitral proceedings, and the competent civil court is the designated forum for entertaining such applications. Therefore, whether the statutory period has expired or not, the proper course of action for an aggrieved party is to approach the competent civil court under the provisions of the Arbitration Act, 1996, and not to invoke the writ jurisdiction of this Court under Article 226 of the Constitution, except in cases of proven mala fides, gross abuse of power, or complete breakdown of the statutory machinery.

6.3.8. In its recent judgment dated **12.11.2025** in **Civil Appeal No. 6719 of 2012 (Rikhab Chand Jain v. Union of India & Others) [2025 INSC 1337]**, the Hon'ble Apex Court considered the challenge to the judgment and order dated **14.03.2011** passed by the High Court of Judicature for Rajasthan, Jaipur Bench, whereby the appellant's writ petition had been dismissed on the grounds that he failed to pursue the alternative statutory remedy of appeal available under the **Customs Act, 1962**, and also on merits. While deciding the appeal, the Hon'ble Apex Court also examined the Constitution Bench decision in **Thansingh Nathmal v. A. Mazid, Superintendent of Taxes, AIR 1964 SC 1419**. For ready reference, paragraph 10 of the said judgment is reproduced hereinbelow:

"10. We may profitably refer, in this context, to the Constitution Bench decision in Thansingh Nathmal v. A. Mazid, Superintendent of Taxes. In Thansingh Nathmal (supra), this Court had the occasion to lay down a principle of law which is salutary and not to be found in any other previous decision rendered by it. The principle, plainly, is that, if a remedy is available to a party before the high court in another jurisdiction, the writ jurisdiction should not normally be exercised on a petition under Article 226, for, that would allow the machinery set up by the concerned statute to be by-passed. The relevant passage from the decision reads as follows:

"The jurisdiction of the High Court under article 226 of the Constitution is couched in wide terms and the exercise thereof is not subject to any restrictions except the territorial restrictions which are

expressly provided in the article. But the exercise of the jurisdiction is discretionary; it is not exercised merely because it is lawful to do so. The very amplitude of the jurisdiction demands that it will ordinarily be exercised subject to certain self-imposed limitations. Resort to that jurisdiction is not intended as an alternative remedy for relief which may be obtained in a suit or other mode prescribed by statute. Ordinarily the court will not entertain a petition for a writ under article 226, where the petitioner has an alternative remedy, which, without being unduly onerous, provides an equally efficacious remedy. Again the High Court does not generally enter upon a determination of questions which demand an elaborate examination of evidence to establish the right to enforce which the writ is claimed. The High Court does not therefore act as a court of appeal against the decision of a court or tribunal, to correct errors of fact, and does not by assuming jurisdiction under article 226 trench upon an alternative remedy provided by statute for obtaining relief. Where it is open to the aggrieved petitioner to move another tribunal, or even itself in another jurisdiction for obtaining redress in the manner provided by a statute, the High Court normally will not permit, by entertaining a petition under article 226 of the Constitution, the machinery created under the statute to be by-passed, and will leave the party applying to it to seek resort to the machinery so set up."

6.4 Nature of Statutory Arbitration

6.4.1. Learned counsel for the respondent - NHAI has rightly submitted that the arbitration under Section 3G(5) of the Act, 1956 is a statutory arbitration and not a consensual arbitration. Although Section 3G(6) makes the provisions of the Arbitration Act, 1996 applicable to such arbitrations, it does so subject to the overriding provisions of the Act, 1956. The arbitrator in such cases is appointed by the statute itself and not by agreement between the parties.

6.4.2. In **NHAI vs. Sayedabad Tea Co. (supra)**, the Hon'ble Supreme Court observed that the Act, 1956 is a self-contained code insofar as the appointment of arbitrators and determination of compensation is concerned. The Court held that the provisions of the Act, 1956 must be read harmoniously with the Arbitration Act, 1996, and where there is any inconsistency, the provisions of the special Act (i.e., the National Highways Act) would prevail. For ready reference, paragraphs 18 and 19 of the said judgment is reproduced hereinbelow:

"18. After analysing the scheme, it can be assumed that the legislature intended the 1956 Act to act as a complete code in itself for the purpose of acquisition until culmination including disbursement and for settlement of

disputes and this conclusion is further strengthened in view of Section 3-J of the Act which eliminates the application of the Land Acquisition Act, 1894, to an acquisition under the 1956 Act.

19. It is settled principles of law that when the special law sets out a self-contained code, the application of general law would impliedly be excluded. In the instant case, the scheme of the 1956 Act being a special law enacted for the purpose and for appointment of an arbitrator by the Central Government under Section 3-G(5) of the 1956 Act and sub-section (6) of Section 3-G itself clarifies that subject to the provisions of the 1956 Act, the provisions of the 1996 Act shall apply to every arbitration obviously to the extent where the 1956 Act is silent, the arbitrator may take recourse in adjudicating the dispute invoking the provisions of the 1996 Act for the limited purpose. But so far as the appointment of an arbitrator is concerned, the power being exclusively vested with the Central Government as envisaged under subsection (5) of Section 3-G of the 1956 Act, Section 11 of the 1996 Act has no application."

6.4.3. The judgment in *Omanand Industries vs. Secretary to the Government of India and others* (supra) rendered by the Bombay High Court also supports the proposition that once the Arbitration Act, 1996 is made applicable to proceedings under Section 3G(5), any grievance relating to the conduct of arbitration, including delay, must be addressed under the said Act and not through a writ petition. The Bombay High Court categorically held that the remedy of approaching the competent civil court under Section 29A is the appropriate remedy and the High Court should not entertain writ petitions seeking mandamus for expeditious disposal of arbitration proceedings. For ready reference, paragraphs 16 and 17 of the said judgment is reproduced hereinbelow:

"16. There is no doubt, a difference between the procedure laid down in the appeals to be dealt with under the L.A. Act and the RFCTLARR Act on the one hand and the N.H. Act on the other, all of which relates to acquisition of land, inasmuch as the N.H. Act applies the A & C Act to matters before the Arbitrator, because of which the course of action to be followed in matters governed by the N.H. Act, after the award by the Arbitrator has to be the one as contemplated by the A & C Act. That however, is something which cannot be avoided, for if a matter is governed by a particular statute, then what is provided in the statute, has to be the course of action which the matter has to follow in case a litigant desires to agitate it further. Different ways a matter has to take while in its journey, based upon the remedies for challenges to the higher forums the statute provides and the parameters for such challenges. The scope and parameters for such challenges also goes on reducing as a higher forum is to be approached, for

that is the very basis of the hierarchical form of system without which the system may not work at all. That too, such statute govern the same subject matter i.e. acquisition of land in this case but provided for different ways in which to deal with matters thereunder including the right to challenge in higher forums and narrowing down the parameters for such challenges, cannot be a ground to create an additional remedy by invoking the writ jurisdiction of this Court under Article 226 of the Constitution.

17. Thus since the National Highways Act, is a special statute and provides for a remedy, for such acquisition, by permitting the filing of an application under section 34 of the A & C Act, against the award passed by the Arbitrator under Section 3-G (5) of the N.H. Act, that remedy, was the only course of action which could have been availed of by the petitioners, for challenging the award by the Arbitrator, as held in Satyawati Tondon (supra).”

6.5 Scope of Writ Jurisdiction

6.5.1. It is not in dispute that Article 226 of the Constitution confers wide powers upon the High Court to issue writs for enforcement of fundamental rights and for any other purpose. However, the power under Article 226 is discretionary in nature and must be exercised judiciously, keeping in mind the principles of judicial propriety and the legislative scheme.

6.5.2. The Hon'ble Supreme Court in **Sayedabad Tea Co. (supra)** observed that a writ petition may be maintainable to ensure that the statutory authority discharges its statutory obligations, but it cannot be used to bypass the statutory mechanism or to usurp the jurisdiction of the forum designated by the statute. In the present case, if the petitioner's grievance is that the arbitrator has not decided the matter within the statutory period, the remedy lies in approaching the competent civil court under Section 29A(4) for extension of time or for such other orders as may be permissible under the Arbitration Act, 1996.

6.5.3. The issuance of a mandamus directing the arbitrator to decide the case within a time-bound period, when his mandate has already expired, would amount to extending the arbitrator's mandate through the backdoor. This would be contrary to the express provisions of Section 29A(4) which vests such power exclusively in the competent civil court.

If this Court issues such a direction, it would not only be acting beyond its jurisdiction but would also be defeating the legislative intent behind the enactment of Section 29A incorporated by means of amendment in the year 2015 w.e.f. 23.10.2015 and subsequently in 2019 w.e.f. 30.08.2019.

6.5.4. Moreover, the expiry of the mandate of an arbitrator is not a mere procedural lapse. It has serious legal consequences. Section 29A(4) itself recognizes this by providing that after expiry of the mandate, either party may apply to the Court for extension of time or for termination of the mandate and substitution of the arbitrator. These are substantive rights conferred upon the parties by the statute. If this Court, in exercise of its writ jurisdiction, compels the arbitrator to decide the matter without his mandate being validly extended by the competent court, it would prejudice the rights of the parties and would expose the eventual award to challenge on the ground that it was made by an arbitrator whose mandate had expired.

6.5.5. The petitioner's counsel has argued that speedy justice is an integral part of Article 21 of the Constitution and the delay in deciding the arbitration proceedings violates the petitioner's fundamental rights. While this Court is sensitive to the concern expressed by learned counsel, it must be noted that the right to speedy justice does not mean that the prescribed legal procedure can be bypassed. The legislature, in its wisdom, has provided a specific mechanism for dealing with delays in arbitration proceedings. The petitioner is not bereft of statutory remedy. He can approach the competent civil court under Section 29A(4) and seek appropriate orders. If the civil court finds that the delay is attributable to the arbitrator and that it is in the interest of justice to extend the mandate or to substitute the arbitrator, the civil court is empowered to pass appropriate orders and even impose cost. However, this Court cannot substitute itself for the civil court and exercise a jurisdiction which has been specifically conferred upon the civil court by the statute.

6.6 Connected Writ Petitions

6.6.1. A perusal of the connected writ petitions reveals that in all those cases, the petitioners have approached this Court seeking similar relief, namely, a direction to the respective arbitrators to decide their claim petitions within a time-bound period.

6.6.2. In all the connected writ petitions, the facts are almost similar to those in the leading case. The lands of the petitioners were acquired under the Act, 1956 for widening and expansion of national highways. The petitioners, being aggrieved by the quantum of compensation assessed by the authorities, filed claim petitions under Section 3G(5) of the Act, 1956 before the respective arbitrators. However, upon examination of the record, it is found that out of the eight writ petitions (including the leading case), in four cases including the leading case, the statutory period of eighteen months prescribed under Section 29A of the Arbitration Act, 1996 has already expired, and the mandate of the arbitrators has lapsed. In the remaining four connected cases, the statutory period of eighteen months has not yet expired, and the arbitration proceedings are still within the time frame prescribed under Section 29A(1) read with Section 29A(3) of the Arbitration Act, 1996.

6.6.3. Insofar as the four cases (including the leading case) where the statutory period has expired are concerned, the position is identical to that in **Jai Bahadur Singh vs. State of U.P. and others (Writ-C No.41221 of 2018)** decided on 03.01.2019. In that case, the petitioner had approached this Court after the expiry of the statutory period, and the writ petition was dismissed on the ground that no mandamus could be issued after expiry of the mandate. The learned Single Judge held that any extension of time beyond the statutory period can only be granted by the competent civil court upon a proper application under Section 29A(4) of the Arbitration Act, 1996. For the same reasons as discussed in detail in Section 6.3 above, the four writ petitions in which the statutory period has expired are not maintainable and are liable to be dismissed.

6.6.4. As regards the four connected cases in which the statutory period of eighteen months has not yet expired, this Court has carefully considered whether a different approach should be adopted in those cases. The petitioners in those cases may argue that since the statutory period has not yet expired and the mandate of the arbitrators is still subsisting, this Court can issue a mandamus directing the arbitrators to expedite the proceedings and decide the matters within the remaining period or within a reasonable time frame.

6.6.5. However, for the reasons elaborated in para 6.3.5 and 6.3.7 above, this Court is of the firm opinion that even in cases where the statutory period has not yet expired, the appropriate forum for seeking directions for expeditious disposal of arbitration proceedings or for seeking extension of time is the competent civil court as defined under Section 2(1)(e)(i) of the Arbitration Act, 1996, and not this Court in exercise of its writ jurisdiction under Article 226 of the Constitution. The Arbitration Act, 1996 provides a complete statutory mechanism under Section 29A for addressing grievances relating to delay in arbitral proceedings. The said provision designates the "Court" as defined in Section 2(1)(e)(i) as the competent forum for entertaining such applications. The High Court of Judicature at Allahabad does not fall within the definition of "Court" under Section 2(1)(e)(i) as it does not exercise ordinary original civil jurisdiction.

6.6.6. The legislative intent behind enacting Section 29A and designating a specific forum for dealing with delays in arbitration is clear. The Parliament intended that such matters should be dealt with by the competent civil court which would be in a better position to examine the factual aspects, hear both parties, and pass appropriate orders including extension of mandate, substitution of arbitrator, or such other directions as may be necessary. If this Court entertains writ petitions under Article 226 and issue directions in arbitration matters falling within the exclusive domain of the civil court under the Arbitration Act, 1996 it would amount to usurping the jurisdiction conferred by the statute upon the civil court.

6.6.7. Moreover, entertaining writ petitions in such matters would lead to forum shopping and would open the floodgates for similar petitions, thereby burdening this Court with matters which the legislature intended to be dealt with by the civil courts.

6.6.8. It may be noted that if the petitioners in the four connected cases where the statutory period has not yet expired have any genuine grievance regarding delay or non-cooperation on the part of the arbitrators, they are at liberty to approach the competent civil court under Section 29A of the Arbitration Act, 1996. The civil court would examine the reasons for delay, hear both the parties, and pass appropriate orders in accordance with law. The civil court may, if satisfied, issue directions to the arbitrator to expedite the proceedings, or may extend the mandate if the circumstances so warrant, or may even substitute the arbitrator if there is justifiable cause. The statutory remedy before the civil court is equally efficacious, if not more so, than the remedy sought through writ petition before this Court.

6.6.9. In view of the aforesaid discussion, this Court holds that all the above-noted writ petitions, irrespective of whether the statutory period has expired or not, are not maintainable in law. In the four cases where the statutory period has expired, the writ petitions are clearly barred as the mandate of the arbitrator has lapsed and can be extended only by the competent civil court. In the four cases where the statutory period has not yet expired, the writ petitions are not maintainable as the appropriate forum for seeking directions regarding arbitration proceedings is the competent civil court under Section 29A of the Arbitration Act, 1996, and not this Court in exercise of writ jurisdiction under Article 226 of the Constitution.

6.6.10. Just as in the case of **Jai Bahadur Singh (supra)**, where the petitioner had approached this Court after the expiry of the statutory period and the writ petition was dismissed on the ground that no mandamus could be issued after expiry of the mandate, the connected writ petitions in the present batch also suffer from the same jurisdictional

defect, albeit with a variation that in four cases the statutory period has not yet expired. However, as held above, even in those cases, the proper remedy lies before the competent civil court and not before this Court. Accordingly, all the above mentioned eight writ petitions are liable to be dismissed.

6.7 Findings on Merits

6.7.1. From the discussion above, it is clear that the writ petitions are not maintainable both on the ground of availability of an alternative statutory remedy and on the ground that this Court lacks jurisdiction to extend the mandate of the arbitrator after expiry of the statutory period.

6.7.2. Even on merits, the case of the petitioners is not made out. The petitioners have not been able to demonstrate any mala fides or gross abuse of power on the part of the arbitrators. Mere delay in deciding the arbitration proceedings, though unfortunate, does not by itself warrant interference by this Court in exercise of its extraordinary jurisdiction under Article 226. The delay, if attributable to the arbitrator or to the concerned authorities, can be taken note of by the competent civil court while deciding an application under Section 29A(4), and the civil court can pass appropriate orders including substitution of the arbitrator if necessary.

6.7.3. It is also relevant to note that in some of the writ petitions, the respondents have contended that the delay is not entirely attributable to the arbitrator but is on account of repeated adjournments sought by the petitioners themselves, filing of numerous objections and applications, and non-cooperation in the arbitral proceedings. These are essentially factual aspects which can be properly examined by the civil court while deciding an application under Section 29A(4). This Court, while exercising its writ jurisdiction, cannot enter into a detailed factual inquiry on these aspects.

6.7.4. For all the reasons discussed above, this Court is of the considered opinion that all the writ petitions are liable to be dismissed.

F. CONCLUSION

7. In view of the detailed discussion above, this Court holds as follows:

7.1. The arbitration proceedings under Section 3G(5) of the Act, 1956 are governed by the provisions of the Arbitration Act, 1996 by virtue of Section 3G(6) of the Act, 1956.

7.2. Section 29A of the Arbitration Act, 1996 prescribes a specific timeline for completion of arbitration proceedings and provides that after expiry of the statutory period, the mandate of the arbitrator can be extended only by the "Court" as defined in Section 2(1)(e)(i) of the said Act.

7.3. The High Court of Judicature at Allahabad does not exercise ordinary original civil jurisdiction and therefore does not fall within the definition of "Court" under Section 2(1)(e)(i) of the Arbitration Act, 1996. Consequently, this Court cannot exercise jurisdiction under Section 29A of the Arbitration Act, 1996.

7.4. Once the statutory period prescribed under Section 29A has expired, the mandate of the arbitrator stands exhausted, and he becomes *functus officio*. After expiry of the mandate, a writ of mandamus cannot be issued by this Court directing the arbitrator to decide the arbitration proceedings. Any extension of the mandate can be granted only by the competent civil court upon a proper application under Section 29A(4) of the Arbitration Act, 1996.

7.5. The existence of a specific statutory remedy under Section 29A(4) before the competent civil court bars the maintainability of writ petitions seeking mandamus for expeditious disposal of arbitration proceedings, especially when the statutory period has expired.

7.6. Out of the above-noted eight writ petitions under consideration, in four cases including the leading case, the statutory period prescribed under Section 29A of the Arbitration Act, 1996 has already expired and the mandate of the arbitrators has lapsed. In the remaining four connected cases, the statutory period of eighteen months has not yet

expired. However, this Court holds that irrespective of whether the statutory period has expired or not, the writ petitions are not maintainable. In the four cases where the statutory period has expired, the facts are almost similar to the facts in **Jai Bahadur Singh** (supra), where the petitioner had approached this Court after the expiry of the statutory period and the writ petition was dismissed on the ground that the mandate of the arbitrator had lapsed and could be extended only by the competent civil court. In the four cases where the statutory period has not yet expired, this Court holds that even in such cases, the appropriate forum for seeking directions regarding arbitration proceedings is the competent civil court as defined under Section 2(1)(e) (i) of the Arbitration Act, 1996, and not this Court in exercise of writ jurisdiction under Article 226 of the Constitution. Therefore, for the reasons stated above, all the above-noted writ petitions are liable to be dismissed.

G. FINAL ORDERS

8. In view of the foregoing discussion and for the reasons stated above, **all the writ petitions are dismissed.**

8.1. However, it is clarified that this order is confined to the issue of maintainability and jurisdiction and does not express any opinion on the merits of the claims of the petitioners in the arbitration proceedings before the Arbitrator.

8.2. It is further clarified that the dismissal of these writ petitions shall not preclude the petitioners from approaching the competent civil court under Section 29A(4) of the Arbitration Act, 1996 for appropriate orders including extension of the mandate of the arbitrator or substitution of the arbitrator, as the case may be, in accordance with law.

8.3. The competent civil court, if and when approached by the petitioners, shall decide the application on its own merits in accordance with law and without being influenced by any observations made in this order.

8.4. There shall be no order as to costs.

(Kunal Ravi Singh,J.) (Mahesh Chandra Tripathi,J.)

November 28, 2025

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