



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgement delivered on: 23.05.2025

+ **FAO(OS) (COMM) 206/2024, CM APPL. 52678/2024**

**KRISTAL VISION PROJECTS PRIVATE
LIMITED**

....Appellant

versus

UNION OF INDIA

.....Respondent

Advocates who appeared in this case

For the Appellant : Mr. Arvind Nayyar, Sr. Advocate with Mr. Vinay Tripathi, Mr. Akshay Joshi, Mr. Shраванth Shanker, Ms. Grahita Agarwal, Advocates for the appellant.

For the Respondent : Ms. Nidhi Raman, CGSC with Ms. Archana Surve, Government Pleader, Mr. Zubin Singh and Mr. Aakash Mishra, Advocates.

**CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU
HON'BLE MR. JUSTICE TEJAS KARIA**

JUDGMENT

TEJAS KARIA, J

1. The present appeal has been filed under Section 37 of the Arbitration and Conciliation Act, 1996 (“Act”) being aggrieved by the order dated 27.05.2024 passed by the learned Single Judge of this Court in OMP (COMM) No. 239/2024 (“impugned order”).



2. *Vide* impugned order, the application filed by the Appellant under Section 34 of the Act assailing the Arbitration Award dated 16.10.2023 (“Award”) was dismissed on the ground of delay in the filing of the said application as the same was filed beyond the prescribed period of limitation under Section 34 of the Act.

FACTUAL BACKGROUND

3. The dispute between the parties arose out of a contract dated 26.02.2010 entered into for the construction of dwelling units for the armed forces in Meerut, Uttar Pradesh and the letter of acceptance was issued subsequently on 10.03.2010. The contract was entered into for the construction of 826 dwelling units which was awarded to the Appellant. The Respondent issued Termination Letter on 31.03.2016 and the Appellant issued the letter rescinding the contract on the same day. The ground for termination of contract by the Respondent was that the Appellant had committed a breach of Clause 48 of the General Conditions of Contract, whereas the Appellant’s termination was due to delay in issuing extension of time, violation of the contractual terms of illegal deductions from the RA bills, non-payment for extra works, abnormal delay in decision-making and for failure to issue completion certificate by the Respondent.

4. Pursuant to the termination of the contract, the Appellant preferred an application under Section 11 of the Act before this Court being Arbitration Petition No. 208/2017 for appointment of an arbitrator and *vide* order dated 22.02.2018, the learned Sole Arbitrator was appointed. The Arbitral Tribunal passed the Award dated 16.10.2023, in favour of the Respondent, directing the Appellant to make the payment of Rs. 25,98,58,132.05/- to the Respondent along with interest at the rate of 7% per annum from the date of



filing of the Statement of Claim till the date of pronouncement of the Award. The total interest amount as on the date of passing the Award was Rs. 9,12,99,196.86/-. Accordingly, the total amount awarded by the learned Arbitral Tribunal was Rs. 35,11,57,328.91/-. The Award further granted 30 days to the Appellant to make the payment of the awarded amount, failing which the Appellant was liable to pay interest at the rate of 9% per annum from 15.11.2023 till the date of payment.

5. On 30.09.2023, the learned Arbitral Tribunal informed the counsels for the parties that the Award was prepared and ready for pronouncement and, therefore, both parties were directed to submit a non-judicial stamp paper of Rs. 500/- each by 05.10.2023.

6. The learned Arbitral Tribunal held a virtual hearing on 16.10.2023 at 10:30 AM for pronouncement of the Award. During the said hearing, the learned Arbitral Tribunal passed a procedural order recording the proceedings and the minutes of the hearing was circulated to the parties. As per the said minutes, the Appellant was represented through Mr. Rama Varma Ch. and the Respondent was represented through Mr. R. K. Kayesth. The minutes of the hearing further stated that three (3) sets of the Award were printed, out of which, two sets were printed on non-judicial stamp paper of Rs. 500/- submitted by each party. A third copy of the Award was printed on plain paper as the office copy. The minutes further stated that the Award was signed by the learned Sole Arbitrator and it was pronounced *via* video conferencing, which was attended by the representatives of both the parties. The minutes record the direction that a hard copy of the Award may be collected by the parties from the learned Arbitral Tribunal's office through their authorized representatives/messengers and that a scanned copy



of the Award would be e-mailed to each party in the course of the day. Accordingly, the learned Arbitral Tribunal *vide* e-mail dated 16.10.2023 at 05:00 PM sent a scanned copy of the Award and the minutes of the hearing dated 16.10.2023 to the counsels for the parties.

7. On 16.10.2023, Mr. Rama Varma Ch., the authorized signatory of the Appellant sent an e-mail at 05:24 PM to the learned Arbitral Tribunal that he was the authorized signatory of the Appellant and confirmed that he had received the copy of the order passed by the Ld. Arbitral Tribunal on 16.10.2023.

8. As the Appellant had not received a signed copy of the Award for a long period of time, on 09.03.2024, the Appellant approached the office of the learned Sole Arbitrator, who forwarded the e-mail dated 16.10.2023 containing a scanned copy of the Award.

9. On 21.05.2024, the Appellant filed an application under Section 34 of the Act for setting aside the Award dated 16.10.2023 before this Court. The said application was dismissed by the impugned order on account of delay in filing the same and the challenge to the Award was not considered on merits.

10. The impugned order observes that both parties were very well aware that the Award was to be pronounced as they submitted stamp papers to the learned Arbitral Tribunal. Further, the Award was signed during the virtual hearing held on 16.10.2023, which was attended by representatives of both the parties. The learned Single Judge also examined Mr. Avva Sita Rama Rao, the Managing Director of the Appellant, who was present in the Court on the date of passing of the impugned order. The impugned order records that Mr. Avva Sita Rama Rao did not state that Mr. Rama Varma was not from the Appellant Company or was not authorized. The impugned order



also records that Mr. Avva Sita Rama Rao stated that Mr. Varma was a technical person who was deputed by the Appellant to handle the arbitration proceedings and that on 16.10.2023, the Appellant had not authorized Mr. Rama Varma to appear before the learned Sole Arbitrator, as Mr. Rama Varma was no longer in the employment of the Appellant since June, 2023.

11. The impugned order records that the stand taken by Mr. Avva Sita Rama Rao that Mr. Varma was not an employee of the Appellant Company on the date of passing of the Award would not make any difference, so long as Mr. Varma was representing the Appellant before the learned Sole Arbitrator. The impugned order concluded that the learned Sole Arbitrator had done whatever was reasonably expected for ensuring the communication of the Award.

12. The impugned order analyses Section 31(5) of the Act, which reads as under:

“31(5) After the arbitral award is made, a signed copy shall be delivered to each party.”

13. The impugned order holds that “the expression ‘*signed copy*’ as contemplated in the said provision shall include a copy which is signed in the presence of the parties during a virtual hearing.”

14. The impugned order also holds that the expression ‘*delivered to each party*’ under Section 31(5) of the Act would include the record of the proceedings by the learned Sole Arbitrator stating that the arbitral award can be collected by the parties. It is further held that the parties however, cannot be recalcitrant in collecting the physical copy of the arbitral award, especially when the virtual hearings of the arbitral proceedings are held, and thereafter, claim that the arbitral award was not communicated to them. The



impugned order also records that the learned Sole Arbitrator had e-mailed a copy of the Award to the learned counsel for the Appellant after pronouncing the same.

15. The impugned order distinguishes the decision of the Hon'ble Supreme Court of India in *Benarsi Krishna Committee and Ors. v. Karmyogi Shelters Private Limited (2012) 9 SCC 496* which held that the term 'party' under Section 31(5) of the Act has to mean the 'party' as defined under Section 2(h) of the Act. Hence, the delivery of the arbitral award under Section 31(5) of the Act could not have been made to the counsel appearing on behalf of the said party. The impugned order, however, holds that the case of *Benarsi Krishna Committee (supra)* was distinguishable, as in the said case, the duly signed copies of the arbitral award, were served only to the counsel for the parties, whereas, in the present case, there was a formal pronouncement of the Award in the presence of the parties through virtual proceedings.

16. The impugned order observes that the manner in which the Award was collected in March, 2024, could have been the same manner, in which the Appellant could have collected the Award in October, 2023. A delay of 5 months by the Appellant in collecting the physical copy of the Award could not extend the period of limitation for filing the application under Section 34 of the Act.

17. The impugned order concludes that the Appellant had not exercised due diligence, and the blame could not be shifted onto the learned Sole Arbitrator. Basis the fact that the Award was pronounced and signed in presence of the parties, and that the same was e-mailed to the learned counsel for the parties, it was further concluded that the responsibility of



collecting the physical copy of the Award was cast upon the parties as the hearing for pronouncement was virtual in nature. Accordingly, the application was dismissed.

18. Being aggrieved by the impugned order, the present appeal has been filed. During the hearing of this appeal held on 03.12.2024, the following order was passed:

“1. The present appeal has been filed under Section 37 of the Arbitration and Conciliation Act, 2015 (Act) assailing the order dated 27.05.2024 passed by the learned Single Judge in OMP (COMM.) No. 239/2024. Vide the impugned order, the learned Single Judge has rejected the application filed by the appellant under Section 34 of the Act, assailing the Arbitral Award dated 16.10.2023 on the ground of being barred by limitation.

2. The only ground raised by the appellant is pertaining to the effect of receipt of a copy of the Arbitral Award by Mr. Ramavarma Ch V on 16.10.2023, who as per learned senior counsel for the appellant was no longer an employee of the appellant from June, 2023 itself i.e. much prior to passing of the Arbitral Award on 16.10.2023. It is, therefore, urged by him that the learned Single Judge failed to appreciate that a copy of the Arbitral Award was for the first time received by the appellant only on 09.03.2024 and therefore, the petition under Section 34 of the Act as filed was well within limitation.

3. On the other hand, learned counsel for the respondent, by drawing our attention to a copy of the e-mail dated 16.10.2023 sent by Mr. Ramavarma Ch V, which is handed over to us in Court and is taken on record, submits that Mr. Ramavarma Ch V had vide his e-mail dated 16.10.2023 himself confirmed to the learned Arbitrator about having received the copy of the Arbitral Award on said date itself and a copy of the said e-mail was specifically endorsed to the Managing Director of the appellant. She, therefore, contends



it is evident that the Managing Director of the appellant also had knowledge about the Arbitral Award having been passed on the same date itself i.e. 16.10.2023.

4. *When faced with this position, learned senior counsel for the appellant prays for time to obtain instructions and file an affidavit with regards to the same within two weeks.*

5. *List on 08.01.2025.”*

19. Pursuant to the above order, the Appellant had filed an Additional Affidavit dated 05.01.2025 of Mr. Avva Sita Rama Rao, giving a chronology of events to submit that “signed copy of the award” was never delivered to the Appellant. The Additional Affidavit states that the Appellant was no longer operational due to completion/termination of the project and went into financial difficulties due to lack of work. The Additional Affidavit further states that the Appellant did not authorize Mr. Rama Varma Ch. to appear before the learned Sole Arbitrator on behalf of the Appellant and Mr. Rama Varma Ch. had ceased to be an employee since the month of June, 2023. The Additional Affidavit further states that the Appellant was not made aware of the Award being delivered by the learned Arbitral Tribunal on 16.10.2023 by Mr. Rama Varma Ch. and a signed copy of the Award has not been received till date by the Appellant.

20. The Additional Affidavit also states that although the e-mail sent on 16.10.2023 was copied to the Managing Director of the Appellant, the said e-mail may have been missed by the Appellant. Furthermore, even if the e-mail dated 16.10.2023 provides the knowledge of the Award being passed, the same was not delivered to the Appellant in consonance with Section 31(5) of the Act. As regards the stamp paper purchased in the name of the Appellant, it is stated that the same was purchased on 05.10.2023, much



prior to the passing of the Award. Therefore, it was highly improbable for the Appellant to know the date on which the Award was passed.

SUBMISSIONS BY THE APPELLANT:

21. Mr. Arvind Nayyar, learned Senior Counsel appearing for the Appellant, submits that the only issue for consideration before this Court is whether the Award was delivered to the Appellant in accordance with Section 31(5) of the Act.

22. It was submitted that if the law requires the arbitral award to be delivered to the party, the same should be strictly complied with. In the absence of compliance with the law, there was no delivery of the Award to the party. He submitted that Mr. Rama Varma Ch. was not an Authorized Representative of the Appellant on the date of passing of the Award and the same has been established by way of the statement of Mr. Avva Sita Rama Rao, recorded at the time of passing of the impugned order and in the Additional Affidavit dated 05.01.2025 filed by Mr. Avva Sita Rama Rao. He has further submitted that the expression “party” as defined in Section 2(h) of the Act clearly refers to a person who is a party to the arbitration agreement and does not include an agent of such party. Hence, the term “party” mentioned in Section 31(5) of the Act can only mean the party to the arbitration agreement and not its agent or its advocate. For proper compliance with Section 31(5) of the Act, the award must be served on the party itself.

23. Learned Senior Counsel for the Appellant has relied upon the decision of *Ministry of Health & Family Welfare & Anr. v. M/S Hosmac Projects Division of Hosmac India Pvt. Ltd.*; Neutral Citation 2023:DHC:9377-DB to submit that the delivery of the arbitral award on an agent/counsel of



the party does not amount to proper service on the party. The said decision, after considering the decisions of the Hon'ble Supreme Court in *State of Maharashtra v. ARK Builders Pvt. Ltd.*; (2011) 4 SCC 616, *Union of India v. Tecco Trichy Engineers & Contractors* (2005) 4 SCC 239 and *Benarsi Krishna (supra)* holds that:

- “(i) A signed copy of Arbitral Award is to be delivered to each party;
- (ii) The delivery should be to a party who is competent to take a decision as to whether or not the Award is to be challenged;
- (iii) The expression ‘party’ does not include an agent or a lawyer of such party;
- (iv) The limitation under Section 34(3) of the Act commences ‘when the party making the Application has received the Award’;
- (v) In the case of an Application for Correction of computational, clerical or typographical errors under Section 33 of the Act, the limitation is to be calculated from the date on which the Application is disposed off.”

24. The said decision further holds that every arbitral award must be served upon all parties in order for it to constitute a valid service under Section 34(3) of the Act. In view of the same, the Appellant has submitted that the impugned order deserves to be set aside as there was no delay in filing the application under Section 34 of the Act as the Appellant became aware of the Award only on 09.03.2024, when the execution petition was filed by the Respondent. Hence, the application under Section 34 of the Act ought to have been considered on merits.

SUBMISSIONS BY THE RESPONDENT:

25. Ms. Nidhi Raman, learned CGSC appearing on behalf of the Respondent submitted that Mr. Rama Varma Ch. has been the Authorized



Signatory/Representative of the Appellant throughout the arbitration proceedings, and that he has filed various affidavits and appeared before the learned Arbitral Tribunal during the proceedings. The learned counsel for the Respondent has filed a compilation of documents to demonstrate that Mr. Rama Varma Ch. was duly authorized by the Appellant and had also signed the *Vakalatnama* to appoint the advocates for the Appellant. In addition, Mr. Rama Varma Ch. had also sent several e-mails to the learned Arbitral Tribunal seeking re-scheduling of the hearings and also filed an affidavit in support of the pleadings filed on behalf of the Appellant. The said compilation also contains various minutes of the hearings held before the learned Arbitral Tribunal to show that Mr. Rama Varma Ch. was representing the Appellant before the learned Arbitral Tribunal.

26. The learned counsel for the Respondent submitted that on 16.10.2023 as well, Mr. Rama Varma Ch. had appeared before the learned Arbitral Tribunal and acknowledged the receipt of the Award on behalf of the Appellant. Hence, it cannot be contended that Mr. Rama Varma Ch. was not authorized by the Appellant. She further submitted that the stand taken by the Appellant with regard to authorization of Mr. Rama Varma Ch. is merely an attempt to circumvent the period of limitation.

27. Hence, the impugned order has correctly held that the application under Section 34 of the Act was filed beyond the period of limitation and accordingly, rightly dismissed the same.

ANALYSIS AND CONCLUSION:

28. The core issue in this appeal is with respect to mode and manner of delivery of the award to the party as contemplated under Section 31(5) of the Act.



29. Section 31(5) of the Act clearly requires that the Arbitral Tribunal shall deliver ‘a signed copy’ of the award to each party. This is a mandatory obligation on the Arbitral Tribunal to comply with as the same impacts the period of limitation for filing the application under Section 34 of the Act.

30. As per Section 34(3) of the Act, the period for filing the application challenging the award shall commence from the date of the delivery of a signed copy of the award to the party by the Arbitral Tribunal in compliance with Section 31(5) of the Act.

31. In ***Ramesh Pratap Singh (Dead) v. Vimala Singh w/o Bhalendra Kumar Singh, 2004 (2) Arb. LR 147 (MP)***, the learned Single Judge of the Madhya Pradesh High Court has interpreted Section 31(5) and Section 34(3) of the Act to take a view that photocopy of the award delivered by the arbitrator did not fulfil the requirement of Section 31(5) of the Act.

32. A Division Bench of the Allahabad High Court in ***Union of India v. Radha Krishna Seth, 2006 (2) Arb. LR 441 (All.) (DB)*** has interpreted the expression ‘signed copy’ in Section 31(5) of the Act as an authenticated copy duly signed to certify the genuineness of the document or in other words, it may be called as the ‘certified copy’.

33. In ***Tecco Trichy Engineers (supra)***, the Hon’ble Supreme Court in paragraph 8 has held that the delivery of an award under Section 31(5) of the Act is not a matter of mere formality but a matter of substance. The delivery of the award can only be effective when the party to arbitration has received the same. The importance of a valid delivery of the award cannot be undermined as it has the effect of conferring certain rights on the party, while also setting in motion the period of limitation which on its expiry, would bring to an end the right to exercise such rights.



34. In *Continental Telepower Industries Ltd. v. Union of India*, 2009 SCC OnLine Del 1859, the learned Single Judge of this Court has held that there is no requirement in Section 31(5) of the Act to deliver an ink signed copy of the award. Section 34 of the Act does not require the filing of any ink signed copy of the award along with petition, though the award would definitely be required by the Court to appreciate the contentions with respect thereto. It was further held that the photocopy of the signed award along with cover letter bearing signature in original of the arbitrator was sufficient authentication of the photocopy of the award enclosed. It was observed that Section 31(5) of the Act uses the expression “signed copy”. Copy is generally understood as something different from the original. Legislature did not use the expression “signed award”. Thus, the Arbitrator is not required to deliver to the parties award signed by the members of the Arbitral Tribunal, as mentioned in Section 31(1) of the Act, but merely a “copy” thereof. The purpose of qualifying the word “copy” with “signed” is that there must be some authentication of the “copy”. If it were to be held that the “copy” must be “ink signed” by the arbitrators, then it will not be a “copy” but be the award signed by the arbitrators. That is the only possible meaning of the words “signed” and “copy” used in conjunction.

35. In *ARK Builders (supra)* following *Tecco Trichy Engineers (supra)*, the Hon’ble Supreme Court held that the period of limitation prescribed under Section 34(3) of the Act would start running only from the date a signed copy of the award is delivered to/received by the party making the application for setting it aside under Section 34(1) of the Act. Section 31(1) of the Act obliges the members of the Arbitral Tribunal to make the award in writing and sign it. The legal requirement under Section 31(5) of the Act is



the delivery of a copy of the award signed by the members of the Arbitral Tribunal/Arbitrator, and not any copy of the award. On a harmonious construction of Section 31(5) read with Section 34(3) of the Act, the period of limitation prescribed for filing objections would commence only from the date when the signed copy of the award is delivered to the party making the application for setting aside the award. If the law prescribes that a copy of the award is to be communicated, delivered, despatched, forwarded, rendered, or sent to the parties concerned in a particular way, and since the law sets a period of limitation for challenging the award in question by the aggrieved party, then the period of limitation can only commence from the date on which the award was received by the party concerned in the manner prescribed by law.

36. In *Benarsi Krishna (supra)*, the Hon'ble Supreme Court held that mere delivery of the award to the Counsel of a party does not amount to delivery to the party itself, as contemplated under Section 31(5) of the Act. The statutory scheme envisages that each party must be provided with a signed copy of the award directly, and such service must be effected upon the party itself. Delivery to a party's counsel cannot be deemed to be sufficient compliance with the requirement of Section 31(5) of the Act.

37. In *Anilkumar Jinabhai Patel v. Pravinchandra Jinabhai Patel*, (2018) 15 SCC 178, the Hon'ble Supreme Court while placing its reliance on *Tecco Trichy (supra)* and *ARK Builders (supra)*, held that by a cumulative reading of Section 31(5) and Section 34(3) of the Act, it is clear that the limitation period prescribed for under Section 34(3) of the Act would only commence on the date when the signed copy of the award is delivered to the party that makes the application for setting aside of the



award under Section 34 of the Act.

38. In *Ministry of Health & Family Welfare v. Hosmac Projects Division of Hosmac India (P) Ltd.*, 2023 SCC OnLine Del 8296, a Coordinate Bench of this Court while relying on *Benarsi Krishna (supra)* and *Tecco Trichy (supra)*, held that a conjoint reading of Section 2(1)(h) and Section 31(5) of the Act makes it clear that the term ‘party’ only means the party itself and not their agent or advocate. Therefore, only service on the party itself would constitute proper compliance of the requirement of delivery of the arbitral award.

39. In *Dakshin Haryana Bijli Vitran Nigam Ltd. v. Navigant Technologies (P) Ltd.* (2021) 7 SCC 657, the Hon’ble Supreme Court has held that that Section 31(5) of the Act enjoins upon the Arbitrator/Arbitral Tribunal to provide the signed copy of the arbitral award to the parties. The receipt of a signed copy of the award is the date from which the period of limitation for filing objections under Section 34 of the Act would commence. There is only one date recognised by law i.e., the date on which a signed copy of the final award is received by the parties, from which the period of limitation for filing objections would start ticking. There can be no finality in the award, except after it is signed, because signing of the award gives legal effect and finality to the award. The date on which the signed award is provided to the parties is a crucial date in arbitration proceedings under the Act.

40. In *National Agricultural Co-operative Marketing Federation of Indian Ltd. v. R. Piyarelall Import and Export Ltd.* AIR 2016 Cal 160, a Division Bench of the High Court of Calcutta upheld the decision of the Single Judge rejecting the petition under Section 34 of the Act for setting



aside an award on the ground of limitation, where the award was duly signed by all the three arbitrators and a certified copy of the award was forwarded to each of the parties by the Registrar of the Indian Council of Arbitration, but the photocopy of the signed award was not signed in original by the arbitrators.

41. In *Delhi Urban Shelter Improvement Board v. Lakhvinder Singh* **2017 SCC OnLine Del 9810**, the Division Bench of this Court has held that the expression ‘signed copy’ in Section 31(5) of the Act indicates the legislative intent that a copy authenticated by the Arbitrator is served on each party. It was held that authenticity of correspondence in the technologically advanced times of today does not necessarily pertain to only signatures in writing, and it would be adverse to read the expression ‘signed copy’ of the award/order in a restrictive manner so as to connote a copy bearing the original signatures of the Arbitrator in handwriting.

42. In *Ministry of Youth Affairs & Sports v. Ernst & Young (P) Ltd.*, **2023 SCC OnLine Del 5182**, the Single Judge Bench of this Court held that the limitation period for filing a petition under Section 34 of the Act commenced when a scanned signed copy of the award was received via e-mail and that the same would constitute a valid delivery under Section 31(5) of the Act. This Court held that a subsequent physical collection of the signed copy would not extend the limitation period. This Court emphasized that technological advancements allow for authenticated digital copies to be considered valid for all legal purposes.

43. In *Dwarika Projects Limited v. Director of Civil Aviation & Anr.*, **FAO(OS)(COMM) 103/2024**, the Division Bench of this Court has held that the delivery of a scanned signed copy of the award via e-mail would



constitute a valid delivery under Section 31(5) of the Act and the limitation period for filing a petition under Section 34 of the Act would commence when the same is received by the concerned party. It was held that a copy of the award can also be delivered electronically and there was no justification to hold or declare that the only mode or manner in which the Act contemplates the delivery of award is in the physical format. Technological advancements allow for authenticated digital copies to be considered valid for all legal purposes.

44. In view of the above, the law on the mode and manner of ‘delivery’ of the ‘signed copy’ of the award under Section 31(5) of the Act is summarized as under:

- a) **Mandatory Requirement:** Section 31(5) of the Act requires a signed copy to be delivered to the party and the same has to be strictly complied with as the period of limitation to file application under Section 34 of the Act shall commence only upon delivery of the signed copy of the award to the parties.
- b) **Signed Copy:** The term ‘signed copy’ means either copy of the award bearing original signature or a duly authenticated/certified copy of the signed copy of the award by the Arbitral Tribunal or the Arbitral Institution administering the arbitration.
- c) **Delivery of the Award:** It is the obligation of the Arbitral Tribunal to ensure delivery of the signed copy to the parties. In case the Arbitral Tribunal has pronounced the award at a virtual hearing and directed the parties to collect the award, it is the responsibility of the Arbitral Tribunal to dispatch the signed copy of the award, if any party fails to collect the same.



- d) **Delivery to the Parties:** The Arbitral Tribunal has to ensure that the signed copy of the award is delivered to the parties. A delivery of the signed copy of the award to the counsel of the parties will constitute a valid delivery in cases where the parties have duly authorized the counsel to collect or provided the address of the counsel for service of communication to parties.
- e) **Electronic Delivery:** A signed copy of the award can be delivered electronically in accordance with Section 31(5) of the Act provided that the signed copy of the award attached to the electronic communication is duly authenticated by the Arbitral Tribunal or Arbitral Institution.
- f) **Delivery by Arbitral Institution:** Delivery of the signed copy of the award by Arbitral Institution on behalf of the Tribunal to the parties and / or their authorized counsel shall be a valid service under Section 31(5) of the Act in Institutional Arbitrations.

45. In the present case, the learned Arbitral Tribunal had intimated the parties to submit a stamp paper of Rs. 500/- each, prior to the pronouncement of the Award, which was duly supplied by both the parties. Further, at the virtual hearing held for pronouncement of the Award on 16.10.2023, the representatives of both the parties were virtually present. Mr. Rama Varma Ch., who represented the Appellant at the virtual hearing held for pronouncement of the Award was also authorized by the Appellant throughout the arbitration proceedings to represent the Appellant as is evident from the records and proceedings of the learned Arbitral Tribunal. Mr. Rama Varma Ch. also sent an e-mail dated 16.10.2023 at 05:24 PM confirming that he had received the original order copy by the learned



Arbitral Tribunal. The said e-mail was also copied to the Managing Director of the Appellant as admitted in the Additional Affidavit dated 05.01.2025 filed by him.

46. The learned Arbitral Tribunal directed the parties to collect the Award and the same was not delivered to each party as mandated by Section 31(5) of the Act. It is not clear from the record if the original signed copy of the Award was collected by both the parties as directed by the learned Arbitral Tribunal.

47. As regards the delivery of the scanned copy of the Award vide e-mail dated 16.10.2023 to the counsels for the parties, the same would not be sufficient compliance of Section 31(5) of the Act as the same was not marked to the parties and the scanned copy was not digitally signed.

48. However, the Award was signed in the presence of the representatives of both the parties during the course of the virtual hearing and it was directed that the parties can collect the same from the office of the learned Arbitrator. The contention of the Appellant that Mr. Rama Varma Ch. was not authorized to represent the Appellant cannot be accepted as it appears to be an afterthought since Mr. Rama Varma Ch. had been representing the Appellant before the Arbitral Tribunal and there was no reason for the Arbitral Tribunal to believe that he was no longer authorized to represent the Appellant when he held himself out to be an authorized representative during the virtual hearing. The fact that Mr. Rama Varma Ch. has been acting as an Authorized Representative of the Appellant before the Arbitral Tribunal throughout the arbitral proceedings and that there was no communication from the Appellant about his termination of employment and revocation of his authority to the Arbitral Tribunal, the stand taken by the



Appellant that Mr. Rama Varma Ch. was not the Authorized Representative of the Appellant cannot be accepted.

49. Further, Mr. Rama Varma Ch. had sent an e-mail confirming to the Arbitral Tribunal that he had received the original copy of the order of the Arbitral Tribunal and the same was copied to the e-mail ID of the Managing Director of the Appellant as admitted by Mr. Avva Sita Rama Rao in his Additional Affidavit dated 05.01.2025. Although the Additional Affidavit states that the said e-mail may have been missed by the Appellant, the same would amount to delivery of the signed copy of the Award to the Appellant considering the following cumulative facts with respect to the delivery of the signed copy of Award to the Appellant:

- A stamp paper of Rs. 500/- was supplied by the parties for printing the Award, which was duly provided by the Counsels of the respective parties.
- The Authorized Representative of the Appellant was present in the virtual hearing held for pronouncement of the Award on 16.10.2023.
- At 05:24 PM on 16.10.2023, the Authorized Representative of the Appellant sent an e-mail confirming to the Arbitral Tribunal the receipt of the original copy of the order of the Arbitral Tribunal, which was copied to the Managing Director of the Appellant.
- It is admitted by the Managing Director of the Appellant that the said e-mail dated 16.10.2023 was marked to him, however the same was missed by the Appellant.

50. It is clear from the factors mentioned above that a valid delivery of the signed copy of the Award was made to the Authorized Representative of the Appellant, which is acknowledged by way of an e-mail addressed to the



Arbitral Tribunal and copied to the Managing Director of the Appellant. Therefore, the Award was delivered to the Appellant as envisaged under Section 31(5) of the Act.

51. In view of the legal position analyzed above and the facts and circumstances of this case, the delivery of the signed copy of the Award by the learned Arbitral Tribunal is held to be a valid delivery in compliance with Section 31(5) of the Act. As there is no infirmity with the impugned order, the present Appeal is hereby dismissed. Pending applications, if any, stand disposed of. No orders as to costs.

TEJAS KARIA, J

VIBHU BAKHRU, J

May 23, 2025

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