

Shipping Corporation Of India vs Chugoku Marine Paints S Pte Ltd on 6 October, 2026

Author: [N.J.Jamadar](#)

Bench: [N.J.Jamadar](#)

CNR No : HCBM020081102026

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Santosh

IN THE HIGH Court OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO. 1273 OF 2026
IN
ARBITRATION PETITION (L) NO. 1061 OF 2026

The Shipping Corporation of India Ltd.	...Applicant
In the matter between	
The Shipping Corporation of India Ltd.	...Petitioner
Versus	
Chugoku Marines Paints S PTE Ltd	...Respondent

SANTOSH
SUBHASH
KULKARNI
Digitally signed by

Mr. Satish Chandra Upadhyay, for the Applicant – Petitioner.

Mr. Jamsheed Master, a/w Rakesh V Misar, i/b RVM Legal, for

SANTOSH SUBHASH
KULKARNI
Date: 2026.10.06

the Respondent.

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CORAM: N. J. JAMADAR, J.
RESERVED ON: 24th SEPTEMBER, 2026
PRONOUNCED ON: 6th OCTOBER, 2026

ORDER:

1. This is an application for condonation of delay in preferring a petition to set aside an arbitral award dated 30 th June, 2025 passed by the sole arbitrator in Arbitration Application No. 117 of 2021, under the provisions of [Section 34](#) of the Arbitration and Conciliation Act, 1996 ("the [Arbitration Act, 1996](#)").

2. Pursuant to a contract dated 1st February, 2018 between the applicant-petitioner and respondent-claimant, the respondent had supplied marine paints to the applicant's 1/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC vessels and raised an invoice in the sum of 82,970.28 USD. The applicant claimed to have credited payment through banking channels to the account of the respondent maintained with the Commonwealth Bank of Australia. A dispute arose as the respondent contended that it had not received the payment. It then transpired that, the amount so credited was fraudulently siphoned off and, thus, the matter was reported to the police. Eventually, the respondent invoked the arbitration leading to the appointment of a sole arbitrator by this Court.

3. Upon conclusion of the arbitral process, the sole arbitrator passed an award on 30 th June, 2025. A signed copy of the said award was received by the Ms. Rita Joshi, the Advocate for the applicant on 2nd July, 2025. The applicant claims that, Ms. Joshi emailed the said award to a member of the applicant's legal team, yet, on account of technical issues the email could be opened on 3rd July, 2025 only. Thus, the applicant received a copy of the award on 3rd July, 2025.

4. In the application, it is averred that the statutory period of three months for challenging the award expired on 3 rd October 2025. A delay of about 30 has occurred in filing the petition on account of the complexity of the matter involving international cyber fraud. The applicant, being a public sector undertaking, 2/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC was required to obtain multiple administrative and legal clearances, including a formal legal opinion and approvals from the competent authorities. Furthermore, as the applicant was involved in the organization of the "Indian Maritime Week", wherein delegates from 75 countries and the high dignitaries had participated, there was delay in filing the petition.

5. The respondent-claimant has resisted the application by filing an affidavit-in-reply. At the outset, it was controverted that the award was received by the applicant on 3 rd July, 2025. The award was, in fact, received by the applicant on 2 nd July, 2025. If three months period is computed from 2 nd July, 2025, the filing of the petition on 3 rd November, 2025 is clearly beyond the prescribed period of three months and 30 days period, which can be condoned by the Court. Secondly, the very factum of filing of the petition on 3rd November, 2025 was put in contest. An endeavour was made to demonstrate that there were apparent inconsistencies in the claim of the applicant as regards the filing of the petition on 3rd November, 2025. In any

event, even if it is assumed that the award was received by the applicant on 3rd July, 2025, yet, the filing of the petition on 3rd November, 2025 would still be barred by two days. 3/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

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6. The applicant filed an additional affidavit to assert that, since the further 30 days period expired on 2nd November, 2025 which was a Court holiday, the filing of the petition on 3rd November, 2025 was within the extendable period of 30 days, and as the applicant has ascribed justifiable reasons, the delay deserved to be condoned.

7. I have heard Mr. Satish Upadhyay, the learned Counsel for the applicant/petitioner, and Mr. Jamsheed Master, the learned Counsel for the respondent, at some length. With the assistance of the learned Counsel for the parties, I have perused the material on record.

8. Mr. Upadhyay, the learned Counsel for the applicant, would submit that though the receipt of the copy of the award by the Advocate of the applicant on 2nd July, 2025 is not in dispute, yet, the applicant has placed credible material on record to show that the copy of the said award sent by email by Advocate Joshi could only be opened on 3rd July, 2025. Thus, the prescribed period of three months for filing the petition expired on 3rd October, 2025. Consequently, the extendable 30 days period would expire on 2nd November, 2025. Since 2nd November, 2025 happened to be Sunday, the filing of the petition on 3rd November, 2025 was within the combined 4/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC prescribed and extendable period. Support was sought to be drawn from the provisions contained in [Section 4](#) of the Limitation Act, 1963, whereunder, if the prescribed period expires on a day when the Court is closed, the suit, appeal or application may be instituted, preferred or made on the day when the Court reopens.

9. Mr. Upadhyay further submitted that in the application for condonation of delay the applicant has ascribed justifiable reasons. Emphasis was laid on the fact that the applicant, being a public sector undertaking, was required to obtain approvals from the competent authorities, and the said process took time. Secondly, as the applicant was the organizer of "Indian Maritime Week 2025", an event of a global scale, the time and resources of the applicant were employed for the successful organization of the said event. In these circumstances, Mr. Upadhyay would urge, if the delay is not condoned, the applicant would suffer an irreparable loss as the applicant has already parted with the amount under invoice.

10. Per contra, Mr. Master, the learned Counsel for the respondent, would submit that the application suffers from the vice of suppression of facts and lack of bona fides. Taking the Court through the averments in the petition and application, 5/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC the manner of affirmation of the petition and the application and the assertions therein, Mr. Master would urge that, the proceeding has been filed by the applicant in a most casual manner. The very filing of the petition on 3rd November, 2025, according to Mr. Master, is not free from infirmities.

11. Mr. Master would further urge, even if it is assumed that the petition was filed on 3rd November, 2025, yet, on the own showing of the applicant, the prescribed and the extendable period of 30 days expired on 2nd November, 2025. Mr. Master would submit, once this position is conceded, the petition does not deserve to be countenanced as the benefit of the provisions contained in [Section 4](#) of the Limitation Act, 1963 cannot be claimed in respect of the extendable period of 30 days. The provisions contained in [Section 4](#) of the Limitation Act, 1963, come into play only when the prescribed period expires on a day when the Court is closed.

12. Mr. Master would urge that, the aforesaid position in law is no longer res integra. In a series of judgments, the Supreme Court has emphasized that, the benefit of the provisions contained in [Section 4](#) of the Limitation Act, 1963 cannot be claimed where the extendable period of 30 days expires on a day when the Court is closed. Reliance was placed on the decisions 6/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC in the cases of [Assam Urban Water Supply and Sewerage Board vs. Subhash Projects and Marketing Limited](#)¹, [Bhimashankar Sahakari Sakhar Karkhana Niyamit Limited vs. Walchandnagar Industries Limited](#)² and My preferred Transformation and Hospitality Private Limited vs. M/s. Faridabad Implements Private Limited³.

13. The aforesaid submissions now fall for consideration.

14. Under [Section 34\(3\)](#) of the Arbitration Act, 1996, an application for setting aside an arbitral award may not be made after three months has elapsed from the date on which the party making that application has received the arbitral award. Under the proviso to sub-section (3), the Court may entertain the application within the further period of 30 days, but not thereafter, if it is satisfied that the applicant was prevented by a sufficient cause from making the application within the prescribed period of three months.

15. It would be contextually relevant to note that, under [Section 31\(5\)](#) of the Arbitration Act, 1996, after the arbitral award is made, the Arbitral Tribunal is enjoined to deliver a signed copy of the arbitral award to each party. A conjoint 1 (2012) 1 SCR 403.

2 (2023) 8 SCC 453.

3 (2025) 1 SCR 729.

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-IA1273-2026.DOC reading of sub-section (5) of [Section 31](#) with [Section 34\(3\)](#) of the Arbitration Act, 1996, would make it clear that the limitation prescribed for filing a petition to set aside the award under [Section 34\(3\)](#) of the Arbitration Act, 1996 would commence from the date a signed copy of the arbitral award is delivered to the party that makes an application for setting aside the same.

16. In the light of the aforesaid statutory prescription, two dates assume critical salience. First, the date on which the signed copy of the arbitral award is delivered to the party, who files a petition to set aside the said award. Second, the date on which such petition is filed before the Court. The first date assumes importance from the perspective of the commencement of the period of limitation. The second date is also of immense significance to ascertain whether the petition is, in fact, filed within the prescribed period of three months (from the date of the commencement of the period of limitation) and the extendable 30 days period (albeit only upon the satisfaction of the Court), as the Court is denuded of the power to condone the delay beyond the prescribed period of three months plus 30 days.

17. With the aforesaid preface, reverting to the facts of the case, it is pertinent to note the parties are not at issue over to 8/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC fact that the award was passed on 30 th June, 2025 and its copy was received on 2nd July, 2025 by Mr. Subodh Shivam for Advocate Rita Joshi, who represented the applicant before the Arbitral Tribunal. The applicant, however, asserts that the copy of the said award forwarded by Advocate Rita Joshi by email could be opened on 3rd July, 2025 only, on account of technical issues. Thus, the applicant can be said to have received the copy of the award on 3rd July, 2025 only. Attention of the Court was invited to the internal correspondence to substantiate the said claim.

18. It is imperative to note that, the applicant acknowledges if the prescribed period of three months is computed even from 3 rd July, 2025, it expired on 3rd October, 2025 and the 30 days extendable period expired on 2nd November, 2025. Since the said date happened to be a Sunday, the filing of the petition on the next working day, i.e. 3rd November, 2025, was in order in accordance with the provisions contained in [Section 4](#) of the Limitation Act, 1963, is the substance of the claim of the applicant.

19. Even if maximum latitude is given to the claim of the applicant that, it had received the copy of the award from Advocate Rita Joshi on 3rd July, 2025, and it is accepted at par; 9/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC discounting the objections on behalf of the respondent to the acceptability of such contention, yet, in view of the settled position in law that the benefit of the provisions contained in [Section 4](#) of the Limitation Act, 1963 can be availed only when the prescribed period expires on a day when the Court is closed, and not in respect of the extendable period of 30 days, the submission on behalf of the applicant does not merit countenance.

20. Mr. Master was justified in canvassing the submission that the position is no longer res integra and stands settled by a series of judgments of the Supreme Court. In the case of [Assam Urban Water Supply and Sewerage Board](#) (supra), the Supreme Court considered the precise submission, sought to be canvassed by Mr. Upadhyay in this case, premised on the applicability of the provisions contained in [Section 4](#) of the Limitation Act, 1963. After advertent to the provisions contained in [Section 34\(3\)](#) of the Arbitration Act, 1996 and [Section 4](#) of the Limitation Act, 1963, the Supreme Court enunciated that in view of the provisions contained in [Section 2\(j\)](#) of the Limitation Act, 1963 which defines the term "period of limitation", in the context of [Section 34\(3\)](#) of the Arbitration Act, 1996, it becomes amply clear that the prescribed period for making an application 10/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC for setting aside an arbitral award is three months. The period of 30 days mentioned in the proviso that follows sub-section (3) of [Section 34](#) of the Arbitration Act, 1996 is not "the period of limitation" and, therefore, not the "prescribed period" for the purposes of making an application for setting aside arbitral award is three months. Thus, the period of 30 days beyond three months which the Court may extend on the sufficient cause being shown under the proviso appended to sub-section (3) of [Section 34](#) of the Act, 1996 being not the "period of limitation" or, in other words, "prescribed period", the provisions contained in [Section 4](#) of the Limitation Act, 1963, are not at all attracted.

21. The aforesaid decision has been followed by the Supreme Court in the case of [Bhimashankar Sahakari](#) (supra). In the case of My preferred Transformation (supra), the Supreme Court again reiterated that [Section 4](#) of the Limitation Act applies in relation to the prescribed period of three months and it does not apply when the condonable period of 30 days expires on a day when the Court is not working.

22. In view of the aforesaid legal position, an endeavour of Mr. Upadhyay to draw support from the provisions contained in [Section 4](#) of the Limitation Act, 1963, cannot be acceded to. Had 11/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC that been the only issue, the matter could have been put to rest. However, the uncontroverted facts of the case raise another issue of seminal significance which this Court cannot be oblivious of, while considering the aspect as to whether the petition under [Section 34](#) of the Act, 1996 should be entertained.

23. In all fairness to the learned Counsel for the parties, it must be noted that Mr. Upadhyay adverted to the point which arises for consideration on a tangent. It was urged that, the signed copy of the award was not served on the party - applicant. Mr. Upadhyay, however, did not pursue the said point further. Nonetheless, as noted above, the parties are not at issues over the fact that the award was passed on 30 th June, 2025 and its copy was received by a person on behalf of the Advocate for the applicant on 2nd July, 2025.

24. It would be contextually relevant to note that, the copy of the Minutes of the Meeting (Exhibit-B) was annexed to the affidavit-in-reply on behalf of the respondent. The said Minutes of the Meeting, inter alia, records that the award was passed on that day. It also contains an acknowledgment (on which reliance was placed by the respondent) that, a copy of the award was received on 2nd July, 2025 by Mr. Subodh Shivam for Ms. Rita 12/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC Joshi, Advocate. It appears that none had appeared for the applicant-respondent in the arbitral proceedings on 30 th June, 2025. On that day, Advocate Vaishnavi Tiwari had received the copy purportedly for the Advocate for the claimant. The Minutes of the Meeting dated 30th June, 2025 and the acknowledgments thereon thus make it explicitly clear that the learned sole arbitrator professed to comply with the mandate contained in [Section 31\(5\)](#) of the Arbitration Act, 1996 by delivering a signed copy of the arbitral award to the Advocates for the parties, under their respective acknowledgments. It does not appear that the learned sole arbitrator had delivered a signed copy of the award to each of the parties in any other mode.

25. The question that thus wrenches to the fore is, whether there was compliance of the statutory mandate contained in [Section 31\(5\)](#) of the Arbitration Act, 1996 and, consequently, the prescribed period of limitation for filing the petition under [Section 34\(3\)](#) of the Arbitration Act, 1996,

commenced?

26. To retain emphasis, few provisions contained in the [Arbitration Act, 1996](#) deserve to be extracted. Under [Section 2\(h\)](#), a party is defined as under:

" 2(h) party means a party to an arbitration agreement;"

27. Relevant part of [Section 31](#) reads as under: 13/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC "31. Form and contents of arbitral award -

(1) An arbitral award shall be made in writing and shall be signed by the members of the Arbitral Tribunal.

.....

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

28. [Section 34](#), which is subsumed under Chapter VII, providing for a recourse against an arbitral award, reads as under:

"34. Application for setting aside arbitral award -

(1) Recourse to a Court against an arbitral award may be made only by an application for setting aside such award in accordance with sub-section (2) and sub-section (3).

(3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the arbitral award or, if a request had been made under [section 33](#), from the date on which that request had been disposed of by the Arbitral Tribunal."

29. A conjoint reading of the aforesaid provisions would indicate that the aspect of receipt of the arbitral award by the party, within the meaning of [Section 2\(h\)](#), is inextricably intermingled with the commencement of the prescribed period of limitation for filing the petition under [Section 34\(3\)](#) of the Arbitration Act, 1996. The obligation on the Arbitral Tribunal to deliver a signed copy of the arbitral award to each party is 14/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC required to be read in juxtaposition with the expression "three months from the date on which the party making that application had received the arbitral award". Thus it is the "receipt" of the arbitral award by the party that starts the clock of limitation ticking.

30. Delivery of signed copy of the arbitral award is not only imperative from the point of view of conveying to the parties as to how the Arbitral Tribunal has resolved the dispute and why the Arbitral Tribunal has decided in favour of or against the party, but also from the point of view of the commencement of the period of limitation especially in the context of the fact that beyond the prescribed period of three months and the extendable period of thirty days, even the Court has no jurisdiction to permit a party to assail the award by filing a petition. The service of the signed copy of the arbitral award on the party is therefore not an empty formality. The delivery of the signed copy of the arbitral award on a particular day has serious legal implications. Therefore, the question whether the signed copy of the arbitral award has in fact been served upon a party thereto who has assailed the said award, and, if so, when, is of critical salience.

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31. A three-Judge Bench of the Supreme Court in the case of [Union of India vs. Tecco Trichy Engineers and Contractors](#) 4, enunciated that the delivery of an arbitral award under sub- section (5) of [Section 31](#) is not a matter of mere formality. It is a matter of substance. It is only after the stage under [Section 31](#) has passed that the stage of termination of arbitral proceedings within the meaning of [Section 32](#) of the Act arises. The delivery of arbitral award to the party, to be effective, has to be "received" by the party. This delivery by the Arbitral Tribunal and receipt by the party of the award set in motion several periods of limitation such as an application for correction and interpretation of an award within 30 days under [Section 33\(1\)](#), an application for making an additional award, and an application for setting aside an award under [Section 34\(3\)](#). As this delivery of the copy of award has the effect of conferring certain rights on the party as also bringing to an end the right to exercise those rights on expiry of the prescribed period of limitation which would be calculated from that date, the delivery of the copy of award by the tribunal and the receipt thereof by each party constitutes an important stage in the arbitral proceedings.

4 (2005) 4 SCC 239.

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32. In the case of [State of Maharashtra and Others vs. ARK Builders Private Limited](#)⁵, the Supreme Court was confronted with the following question. "

"2. Whether the period of limitation for making an application under [section 34](#) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') for setting aside an arbitral award is to be reckoned from the date a copy of the award is received by the objector by any means and from any source, or it would start running from the date a signed copy of the award is delivered to him by the arbitrator?"

33. After an analysis of the provisions contained in the Act, 1996, including [Sections 31](#) and [34](#), the Supreme Court enunciated that the expression "party making the application had received the arbitral award" cannot be read in isolation, and it must be understood in the light of what is said earlier

in [Section 31\(5\)](#), that requires a signed copy of the award to be delivered to each party. Reading the two provisions together, it is quite clear that the limitation prescribed in [Section 34\(3\)](#) would commence only from the date a signed copy of the award is delivered to the party making the application for setting the award aside.

34. After making a reference to the decision in the case of [Tecco Trichy Engineers and Others](#) (supra), the Supreme Court reiterated the legal position as under:

5 (2011) 4 SCC 616.

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-IA1273-2026.DOC "15. The highlighted portion of the judgment extracted above, leaves no room for doubt 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. The legal position on the issue may be stated thus. If the law prescribes that a copy of the order/award is to be communicated, delivered, dispatched, forwarded, rendered or sent to the parties concerned in a particular way and in case the law also sets a period of limitation for challenging the order/award in question by the aggrieved party, then the period of limitation can only commence from the date on which the order/award was received by the party concerned in the manner prescribed by the law.

.....

17. In light of the discussions made above we find the impugned order of the Bombay High Court unsustainable. The High Court was clearly in error not correctly following the decision of this Court in [Tecco Trichy Engineers & Contractors](#) and in taking a contrary view. The High Court overlooked that what [section 31\(5\)](#) contemplates is not merely the delivery of any kind of a copy of the award but a copy of the award that is duly signed by the members of the arbitral tribunal."

35. The decision in the case of [Benarsi Krishna Committee and others vs. Karmyogi Shelters Private Limited](#) 6, appears to be on all four with the facts of the case on hand. In that case also, the copies of the award duly signed by the learned arbitrator were received by the Counsel for the respective parties. A learned Single Judge of the Delhi High Court had dismissed the petition under [Section 34](#) on the premise that the expression "party" under [Section 31\(5\)](#) of the Arbitration Act, 1996, would also include the agent of the party and thus since the award was received by the Counsel for the respondent therein on 13 th 6 (2012) 9 SCC 496.

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-IA1273-2026.DOC May, 2004, the petition filed on 3 rd February, 2005 was time barred. The Division Bench of the Delhi High Court interfered with the said order opining that, a copy of the award had to be delivered to the party itself and service on its Counsel did not amount to service within the meaning of [Section 31\(5\)](#) of the Arbitration Act, 1996.

36. Before the Supreme Court, it was contended that in view of the authority which a party confers on an Advocate, the term 'party' would include the Advocate, to whom the signed copy of the award is delivered. The Supreme Court repelled the submission and concurred with the view of the Division Bench of the Delhi High Court observing inter alia as under:

"15. Having taken note of the submissions advanced on behalf of the respective parties and having particular regard to the expression "party" as defined in [Section 2\(h\)](#) of the 1996 Act read with the provisions of [Sections 31\(5\)](#) and [34\(3\)](#) of the 1996 Act, we are not inclined to interfere with the decision of the Division Bench of the Delhi High Court impugned in these proceedings. The expression "party" has been amply dealt with in [Tecco Trechy Engineers](#)'s case (supra) and also in [ARK Builders Pvt. Ltd.](#)'s case (supra), referred to hereinabove. It is one thing for an Advocate to act and plead on behalf of a party in a proceeding and it is another for an Advocate to act as the party himself. The expression "party", as defined in [Section 2\(h\)](#) of the 1996 Act, clearly indicates a person who is a party to an arbitration agreement. The said definition is not qualified in any way so as to include the agent of the party to such agreement. Any reference, therefore, made in [Section 31\(5\)](#) and [Section 34\(2\)](#) of the 1996 Act can only mean the party himself and not his or her agent, or Advocate empowered to act on the basis of a Vakalatnama. In such circumstances, proper compliance with [Section 31\(5\)](#) would mean delivery of a signed copy of the Arbitral Award on the party himself and not on his Advocate, 19/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC which gives the party concerned the right to proceed under [Section 34\(3\)](#) of the aforesaid Act."

(emphasis supplied)

37. The aforesaid decisions were referred to by another two- Judge Bench of the Supreme Court in the case of [Anilkumar Jinabhai Patel vs. Pravinchandra Jinabhai Patel and others](#) 7. In that case, without deviating from the enunciation of law in the aforesaid cases, on facts, the Supreme Court found that the appellant therein had received the copy of the award with an endorsement for himself and on behalf of his family members and that constituted, in the attendant circumstances of the said case, a due service of the copy of the arbitral award on the parties thereto.

38. A Division Bench of this Court, in the case of [Health Care Medical and Diagnostics Services vs. Amulya Investments](#) 8, has postulated that the provisions contained in [Sections 2\(1\)\(h\)](#), [31\(5\)](#) and [34\(3\)](#) of the Arbitration Act, 1996, have been interpreted to have a mandatory effect, and hence strict and complete compliance thereof would be necessary.

39. The legal position which thus emerges is that, the obligation on the Arbitral Tribunal is to deliver a signed copy of the arbitral award to each of the parties to the arbitral 7 (2018) 15 SCC 178.

8 Arbitration Appeal No.15397 of 2024.

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-IA1273-2026.DOC proceedings. Delivery of the signed copy of the arbitral award to an agent, or for that matter even an Advocate, of the party, does not amount to scrupulous compliance of the mandatory requirement. The insistence on the scrupulous compliance with the requirement to deliver a signed copy of the arbitral award stems from the consequences that emanate from the receipt of the signed copy of the arbitral award by a party. As strict timelines are prescribed for initiating further measures, if the parties desire to initiate such measures, upon receipt of the signed copy of the arbitral award, any deviation from the obligation to deliver the signed copy of the award is not countenanced. The fact that, the aggrieved party somehow comes in possession of a copy of the arbitral award from any source is not of material significance. The delivery of a signed copy of an arbitral award by the arbitrator is the mandate of the law. There is clear and present risk if any deviation is countenanced as that would open the arena for assertions and counter assertions and thereby obfuscate the matter, which is otherwise clear and unambiguous.

40. Applying these principles to the facts of the case at hand, evidently, the learned sole arbitrator did not deliver the signed copy of the arbitral award to the applicant. Copy of the arbitral 21/22 Uploaded on - 17/06/2026 Downloaded on - 07/10/2026 21:46:17

-IA1273-2026.DOC award was received by Mr. Subodh Shivam on behalf of Ms. Rita Joshi, Advocate. That did not constitute the discharge of the statutory obligation to deliver a signed copy of the arbitral award to the party. Resultantly, the period of limitation prescribed for filing the petition cannot be said to have commenced from 2 nd July, 2025, in the strict sense of the term. In the absence of any other credible material to show that the learned arbitrator delivered the signed copy of the arbitral award at any later point of time, the presentation of the petition on 3 rd November, 2025 cannot be said to be barred by the limitation, postulated under [Section 34\(3\)](#) of the Arbitration Act, 1996.

41. For the foregoing reasons, the application deserves to be allowed by making a declaration that the petition filed on 3 rd November, 2025, is not time barred.

42. Hence, the following order:

:ORDER:

- (i) The application stands allowed.
- (ii) It is declared that the petition filed on 3 rd November, 2025 is not time-barred.

(iii) The petition be registered and listed for admission on 14 th October, 2026.