



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

ARBITRATION APPEAL NO. 89 OF 2025

Union of India,
through Executive Engineer,
Central Public Works Department,
Nagpur Central Division – 1,
Katol Road, Nagpur

.....APPELLANT

...V E R S U S...

M/s. Sunil Hi Tech Engineers Ltd,
Office at Plot No. 54/B,
Shree Tower Adjacent to Sai Vatika Lawn,
Shankar Nagar (East),
Nagpur 440 010

.....RESPONDENT

Mr. C.J. Dhumane, Advocate for appellant.
Mr. S.V. Bhutada, Advocate for respondent.

CORAM:- ANIL S. KILOR, &
RAJNISH R. VYAS, JJ.

DATED : 18.08.2026

JUDGMENT (Per : Rajnish R. Vyas)

The appeal takes an exception to the order passed by the District Judge-11, Nagpur, on 19.5.2025, in Civil Miscellaneous Application No. 58/2024, whereby the application preferred by the appellant under Section 34(3) of the Arbitration and Conciliation Act, 1996 (for short, “the Act”), seeking condonation of delay was dismissed.

As the question involved is regarding interpretation of the statutory provisions, more particularly, Section 31(5) of the Act, the facts in brief, are narrated as under:

2. A dispute arose between the appellant and the respondent which resulted into the invocation of arbitration clause contained in the agreement and, ultimately, the initiation of arbitration proceedings. Finally, an award came to be passed on 31.8.2023, by the sole arbitrator, which was against the appellant. The scanned signed copy of the award dated 31.8.2023 was thereafter served upon the appellant by way of email dated 31.8.2023. The ink signed copy of the award was received by the appellant in its office on 16.9.2023.

3. On the basis of aforesaid dates, the learned counsel for appellant has contended that the period in which application under Section 34(3) was required to be filed, would commence from 17.9.2023. He therefore, preferred an application bearing Civil Miscellaneous Application No. 58/2024, under Section 34(3) of the Act, for condonation of delay before the District Judge, Nagpur on 9.1.2024 and prayed for condoning the delay of 24 days.

4. The application was opposed by the respondent before the District Judge by filing reply in which it was contended that the scanned signed copy of award was served via email dated 31.8.2023 by the arbitrator on the appellant, which was nothing but a valid receipt in terms of Section 31 of the Act. It was further pleaded in the reply that receipt of ink signed copy of award would not be a date to trigger the

limitation. A request then was made to reject the application.

5. On 19.5.2025, the District Judge dismissed the application on the ground that the appellant was served with scanned signed copy of award via email dated 31.8.2023, which was the starting point of limitation and not from the date of receipt of ink signed copy of arbitral award on 16.9.2023. It was further observed that Section 34(3) of the Act provides that the application for setting aside the award must be filed within three months from the date of receipt of scanned signed copy of award. As the appellant had preferred application for condonation of delay on 10.1.2024 which was after expiry of the initial statutory period and additional grace period of 30 days, delay could not be condoned.

6. It is in this background, we have heard the learned respective counsels.

7. Mr. Dhumane, the learned counsel for appellant has argued that service of ink signed copy of award is mandatory and the provision of Sub-section 3 of Section 34 of the Act will have to be read accordingly. According to him, “had received the arbitral award” would mean that ‘had received the ink signed copy of award’ and the service via email cannot be called as good service and consequently, the limitation would trigger from service of ‘ink signed copy of award’. In order to support his contention, he has also invited our attention to Section 12(4) of the Limitation Act. So also, reliance is placed on the following judgments of the Hon’ble Apex Court:

(i) State of Himachal Pradesh and anr Vs. Himachal Techno engineers and another [(2010)12 SCC 210];

ii) Dakshin Haryana Bijli Vitran Nigam Limited Vs. Navigant Technologies Private Limited [(2021)7SCC 657];

iii) Civil appeal 336 of 2025 arising out of SLP (C) NO. 9996 OF 2024 (My Preferred Transformation & Hospitality Pvt.Ltd & anr Vs. M/s. Faridabad Implements Pvt. Ltd;

Reliance is also placed on the judgment in ***Commercial Appeal No. 6/2024 (The New India Assurance Company Limited Vs. Krishna City Hospital and anr)*** passed by the Patna High Court on 4.2.2026.

8. Per contra, the learned counsel for respondent Mr. Bhutada has argued that Section 31(5) of the Act will have to be read in light of present scenario and development which has taken place in the field of technology. He submitted that in fact, words in Section 34(3) “received the arbitral award” would mean “receipt of scanned signed copy of arbitral award also”. According to him, admittedly, the ‘scanned signed copy of arbitral award’ was received by the appellant on their email address on 31.8.2023 and therefore, said date was a starting point of limitation. He thus, contended that the order passed is just and proper as the District Judge has rightly taken into consideration the law laid down by the various Courts in proper perspective.

9. In order to buttress his contention, Mr. Bhutada has relied upon following judgments, passed by the various High Courts.

i) Ministry of Youth Affairs and Sports, Dept. of Ports, govt. of India Vs. Ernst and Young Pvt Ltd. (2023 SCC

OnLine Del. 5182);

*ii) Mars Envirotech Ltd Vs. Amanecer Green Private Ltd
(Interim Application (L) No. 30946/2023);*

*iii) Kristal Vision Projects Private Limited Vs. Union of
India [(2025) SCC OnLine Del.3738]*

The question therefore, arises for consideration is whether delivery of duly signed arbitral award, in the form of scanned signed copy sent by email, constitutes valid service?

10. For deciding the controversy involved, it is necessary to reproduce provisions of Section 31(5) of the Act, which reads thus:

31. Form and contents of arbitral award. - (1)....

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

11. At this stage, it is necessary to mention here that the Arbitration Act was enacted by the parliament in order to provide speedy justice to the litigants. For speedy justice, not only time is framed but also the scope of interference at various stages has been narrowed down. It is in this background, the provision of Section 31(5) and 34(3) of the Act will have to be considered.

12. The contention of learned counsel for the appellant that provision of Section 12(4) of the Limitation Act, which speaks about exclusion of time requisite for obtaining the copy of Award in computing

the period of limitation would show that ‘ink signed copy’ is required, is meritless since the Limitation Act is passed earlier to the Arbitration Act and further, the Arbitration Act is not only a special statute dealing the subject of arbitration but also provides the specific limitation at different stages of proceedings. It is clarified that we are not saying that the provisions of Limitation Act will not be applicable. It is further required to be noted that the appellant has not disputed that the ‘scanned signed copy of award’ was served upon the appellant on email address of the appellant.

13. There is one more aspect which is required to be looked into. The parties in the present case had agreed for referring the matter to arbitration by way of an agreement. The agreement nowhere states that receipt of award would be complete only when the ‘ink signed copy’ of award is received by the appellant.

14. Further, Section 7 of the Act deals with the arbitration agreement. The said provision is discussed with a limited scope to understand the copy of “arbitration award” and looked into for contextual support. Sub Section 2 of Section 7 states that an arbitration agreement may be in the form of an arbitration clause or in the form of a separate agreement. Sub-section 4 states that an arbitration agreement is in writing if it is contained in an exchange of letters, telex, telegrams or other means of telecommunication including communication through electronic means which provide a record of the agreement. Thus, the Act also recognizes the communication through electronic means.

15. Learned counsel for the appellant could not point out anything in the Act which makes the delivery of the arbitration award via email as a invalid service. The legislature in its own wisdom has used the word “signed” and not the “copy” of the arbitral award’ in Section 31(5) of the Act. Since, it was further argued that in absence of ink signed copy of the award, neither the appellant would be in a position to file further proceedings nor the respondent would be in a position to file the execution, ignores the fact that filing of the said proceedings are not at all prohibited. The difficulty is curable and ‘ink signed copy’ can also be filed later on. What is required for filing the proceedings is not the ‘ink signed copy of the award’ but the ‘copy of arbitral award duly signed’. Thus, Mr. Bhutada has rightly argued that same would be a procedural aspect and would not affect the substantive right of the affected party to initiate the proceedings.

16. The judgment cited by learned counsel for appellant in case of *State of Himachal Pradesh and anr Vs. Himachal Techno engineers and another* (supra) nowhere deals with the question whether receipt of the award through email would be a valid receipt or not. Further, the case of *Dakshin Haryana Bijli Vitran Nigam Limited Vs. Navigant Technologies Private Limited* (supra) also does not deal with the issue raised in the present petition. It only states that delivery of arbitral award to the party to be affected has to be “received by the party”. It says that requirement under Sub-section 5 of Section 31 is the delivery of copy of award signed by the members of the arbitral tribunal/arbitrator and not the copy of award. On harmonious considerations 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 award' is delivered to the party making the application for setting aside the award. If the law prescribe that 'signed copy of award' is to be delivered to the parties concerned in a particular way, and since the law sets the period of limitation for challenging the award in question by the aggrieved party, then period of limitation can commence on the date on which award was received by the party concerned in the manner prescribed by law. Thus, it is clear that the Court has not laid down the law that receipt of copy of award via email is not a valid receipt.

As regard judgment in case of *My Preferred Transformation & Hospitality Pvt.Ltd & anr Vs. M/s. Faridabad Implements Pvt. Ltd* (supra), it uses the newer issue whether service of signed copy through email would commence the limitation or not.

17. The learned counsel for the appellant has invited our attention to the supporting opinion given by one of the Hon'ble Judges in case of *My Preferred Transformation & Hospitality Pvt.Ltd & anr Vs. M/s. Faridabad Implements Pvt. Ltd* and contended that one of the Hon'ble judges of the Hon'ble Apex Court has opined that the legislature should not confine condoning the delay only for prescribed period and not beyond it, rather, it should follow the principles for condoning the delay as enshrined under Section 5 of the Limitation Act. With due respect to the observation made by the Hon'ble Court, we can say that the ratio of the said case nowhere lays down a law that service by email of scanned copy of arbitral award is not a good service.

Lastly, the judgment delivered by the Patna High Court in case of *The New India Assurance Company Limited Vs. Krishna City Hospital and anr* (supra) can be distinguished on the fact that copy of award was served on email of the advocate and not on the party. Thus, even said judgment will not support the case of appellant.

18. Learned counsel Mr. Bhutada, has rightly relied upon the authorities mentioned *Kristal Vision Projects Private Limited Vs. Union of India* (supra), the gist of which is, delivery by electronic mode would also be a good service.

In that view of the matter, we do not find any merit in the appeal and accordingly, same is dismissed.

(RAJNISH R. VYAS, J.)

(ANIL S. KILOR, J.)