



\$

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

%

Judgment reserved on: 29.07.2026

Judgment delivered on: 17.08.2026

Judgment uploaded on: *As per Digital Signature~*

#

CNR No : DLHC010916522024

+

FAO(OS) (COMM) 283/2024

AUTHUM INVESTMENT AND INFRASTRUCTURE
LTD.(FORMERLY KNOWN AS RELIANCE
COMMERCIAL FINANCE LTD.)

.....Appellant

versus

TARAASHNA FINANCIAL SERVICES LIMITEDRespondent

Advocates who appeared in this case

For the Appellant

:

Ms. Vibha Mahajan Seth, Sr. Adv. with Mr. Akhil Sachar, Ms. Sunanda Tulsyan, Ms. Shweta Pattanaik, Mr. Vidhit Verma, Ms. Kashish Maheshwari, Advocates with Mr. Yagesh Madhavi, Regional Manager in person.

For the Respondents

:

Mr. Manik Dogra, Sr. Adv. with Mr. Munawwar Naseem, Ms. Namrata Langade, Mr. Dhruv Pande, Mr. Imon Bhattacharya, Advocates.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

JUDGMENT

**V. KAMESWAR RAO, J.**

1. This appeal under Section 37 of The Arbitration and Conciliation Act, 1996 (the Act) has been filed assailing the judgment dated 01.10.2024 (hereinafter ‘impugned judgment’) passed by the learned Single Judge of this Court in OMP (Comm.) No. 276/2023 titled ‘*Reliance Commercial Finance Limited v. Taraashna Financial Services Limited*’ whereby the learned Single Judge has dismissed the objections to the Arbitral Award (hereinafter the ‘Award’) under Section 34 of the Act on the ground of being beyond the statutory period of limitation.
2. The Appellant is a Non-Banking Financial Company registered under the Companies Act, 1956 engaged in the business of lending secured/unsecured loans and caters to small and medium enterprises. The Appellant was formerly known as Reliance Commercial Finance Limited, prior to a de-merger in terms of the order dated 10.05.2024, passed by the National Company Law Tribunal, Mumbai in CP (CAA)/45/MB /2024.
3. The Appellant herein was the Respondent in the arbitral proceedings. It was later the Petitioner in the proceedings under Section 34 of the Act.
4. The Respondent is a Public Limited Company and is a service provider engaged in providing business correspondence services. It was the claimant before the learned Arbitrator and later the Respondent in the proceedings under Section 34 of the Act.
5. The subject matter of the dispute before the learned Arbitrator arose out of a Service Provider Agreement (the ‘SPA/Agreement’) dated 09.06.2015. This agreement was amended by way of six addenda dated (i)



17.02.2016, (ii)11.07.2016, (iii)27.07.2016, (iv)18.11.2016, (v)17.01.2017 and (vi) 10.02.2017. Under the Agreement, the Respondent was appointed as the service provider and was to provide the services set out in Schedule I thereto. The Respondent's scope of activities enumerated in Schedule I was intended to achieve the broader objective of assisting the Appellant in providing loans to rural and unbanked cooperations and building a loan portfolio in its books. The Respondent, thereafter, was required to service these loans on behalf of the Appellant. The Respondent in consideration of the services, was entitled to the fees set out in Clause 9 read with Schedule IV of the Agreement. The Respondent was required to maintain a Security Deposit with the Appellant in the form of a lien over a fixed deposit or a bank guarantee.

6. Disputes arose between the parties with regard to the breach of the Agreement and the lien marked on the Fixed Deposit. Thereafter, the Respondent proceeded to file a petition under Section 9 of the Act before this Court. By an order dated 03.07.2020, this Court appointed the Arbitral Tribunal to adjudicate the disputes between the parties in relation to the Agreement.

7. The Respondent/Claimant filed its Statement of Claim on 30.08.2020. The Appellant filed the Statement of Defence and Counter Claim dated 24.11.2020. The Appellant filed the Rejoinder dated 24.04.2021 to the Reply filed by the Respondent to the Statement of Defence and Counter Claim. The learned Arbitrator thereafter proceeded to pass the Award on 17.01.2023.

8. The present controversy centers around the limitation period for filing



the Section 34 petition before the learned Single Judge. The Appellant has claimed that it had received the Arbitral Award on 06.02.2023 as the same had been earlier sent to its erstwhile address. The Appellant has also claimed that it had shifted from its erstwhile address to the new address. The erstwhile address of the Appellant herein is as under:

Reliance Centre, 6th Floor, South Wing, Near Prabhat Colony, Santacruz(East), Mumbai – 400055.

9. The current address of the Appellant as mentioned in the memorandum of parties of the present appeal is as under:

4th Floor, D-Wing, Trade World~ Kamala Mills Compound. S.B. Marg Lower Parel, Mumbai-400013

10. The petition before the learned Single Judge under Section 34 of the Act was filed on 05.06.2023 and the same was held to be filed beyond the period of limitation. Hence, it was dismissed. It must be noted that the Appellant has sought to limit the present appeal only to the aspect of limitation, on which ground alone, the learned Single Judge has dismissed the petition under Section 34 of the Act. It is its case that subject to the outcome of this appeal, it shall assail the Award on merits, before the learned Single Judge.

CONTENTIONS OF THE APPELLANT

11. Ms. Vibha Mahajan Seth, learned Senior Counsel appearing on behalf of the Appellant stated that pursuant to the arbitral proceedings, the learned Arbitrator proceeded to pass the Award on 17.01.2023. Upon not being able to receive the Award dated 17.01.2023, the Appellant through his counsel,



addressed an email to the Arbitrator on 30.01.2023, requesting to provide the copy of the Award dated 17.01.2023. This Award was received by the Appellant on 06.02.2023.

12. On 05.06.2023, the Appellant filed the petition under Section 34 of the Act *vide* Diary No. E-1078242/2023. Thereafter, due to defects, the Registry marked the defects to the counsel of the Appellant on 30.06.2023, and the petition was re-filed on 05.07.2023. Defects were again flagged on 06.07.2023, were cured and the petition was re-filed on 12.07.2023, followed by defects flagged again on 13.07.2023, were cured and the petition re-filed on 15.07.2023. Yet again, defects were marked on the same day that is 15.07.2023 which were cured and the petition was re-filed on 19.07.2023. the petition was again found with some defects, on 24.07.2023, which were finally cured. The petition was hence, filed accompanying an application seeking condonation of delay of 14 days in re-filing the objections, which was *bonafide* and inadvertent.

13. To consider the aspect whether the petition was filed within the limitation period or not, the learned Single Judge, on 02.08.2023, had directed the Appellant to place on record an affidavit along with documents, to prove the date of receipt of the Arbitral Award. The said affidavit was filed by the Appellant on 28.08.2023. To rebut this affidavit, the Respondent filed its reply dated 21.09.2023. Thereafter, the matter was heard by the learned Single Judge and the impugned judgment was passed.

14. According to Ms. Mahajan, the Arbitral Award was received by the Appellant only on 06.02.2023. The learned Arbitrator had sent the Award to the erstwhile address of the Appellant, *via* Article No.ED283351538IN and



the same was returned from India Post's Santacruz (East) Sub Office on 04.02.2023 and received at the New Delhi National Sorting Hub on 07.02.2023 , thereby clearly indicating that the said consignment was never delivered to the Appellant.

15. According to Ms. Mahajan, the Appellant and its witnesses had provided the company's updated address in their Affidavit in lieu of Examination in Chief of the witnesses and the Rejoinder filed before the Tribunal. This evidences the fact that the Appellant never had the intention to withhold its updated address from the learned Arbitrator.

16. It is the Appellant's case that it had been inadvertently mentioned in the Section 34 petition before the learned Single Judge, that the Award was received on 05.02.2023. This was a curable error and was later corrected in the affidavit dated 28.08.2023. However, the learned Single Judge failed to consider this. Additionally, the learned Single Judge did not consider that the delay in filing the objections by the Appellant was unintentional and formed sufficient cause within the meaning of Proviso to Section 34(3) of the Act. To prove the receipt of the Award, the Appellant had placed on record *vide* Affidavit dated 28.02.2023, its Inward Courier Register, wherein, at Serial No.6309, it was mentioned that the Courier, *vide* DTDC Lite, having Tracking No.Z12701850 was received only on 06.02.2023.

17. It is its case that since the Award was received by it on 06.02.2023, which day is to be excluded from the limitation period; hence, the date of commencement of the limitation period would be 07.02.2023. additionally, even if the date of the receipt of the Award is taken to be 05.02.2023, the date of receipt would still be presumed to be 06.02.2023 as per the Section



34 (3) of the Act as 05.02.2023 was a Sunday, i.e. a non-working day. In the case of *State of Himachal Pradesh & Another v. Himachal Techno Engineers & Another*, reported in (2010) 12 SCC 210, it was *inter alia* held that when the Award is delivered or deposited or left in the office of a party on a non- working day, the date of such physical delivery is not the date of ‘receipt’ of the Award by that party. It was further held that the fact that the *beldar* or a watchman was present on a holiday or non-working day and had received the copy of the Award cannot be considered as “receipt of the Award” by the party concerned, for the purposes of Section 31(5) of the Act. The Supreme Court held therein that necessarily the date of receipt would have to be the next working day.

18. It is also their case that the attempted service of the Award by the learned Arbitrator to the erstwhile address of the Appellant would not constitute deemed service of the Award under Section 3 of the Act. For the delivery to be effected, it has to be ‘received’ by the party. Reliance in this regard was placed on *Union of India v. TeccoTrichy Engineers and Contractors*, reported in (2005) 4 SCC 239, wherein it was *inter alia* held that the delivery of an Arbitral Award under sub-section (5) of Section 31 of the Act is not a matter of mere formality. This was followed in the case of *State of Maharashtra and Others v. Ark Builders Pvt. Ltd.* reported in (2011) 4 SCC 616 wherein the Supreme Court held that the period of limitation prescribed under Section 34(3) of the Act would start running only from the date when 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. It was also held that even if the party appears to be deriving undue advantage due to the omission of the Arbitrator to give them a signed



copy of the Award, it will not change the legal position.

19. It is the Appellant's case that the delay in filing the Section 34 Petition was wholly unintentional and was occasioned due to the fact that the subject matter of the Arbitration proceedings pertained to transactions spanning approximately 8 years commencing from 2015 and the process of collating information and documents was significantly time intensive.

CONTENTIONS OF THE RESPONDENT

20. Per contra, Mr. Manik Dogra, learned Senior Counsel for the Respondent controverted the submissions advanced by the counsel for the Appellant. He stated that the Appellant had indeed provided its erstwhile address i.e. the Santacruz address in the Arbitration proceedings. This address was mentioned in its statement of defence & counterclaim dated 21.11.2020, the rejoinder dated 24.04.2021, the affidavit of admission and denial dated 18.05.2021. So, the address consistently stated to be the Appellant's address before the learned Arbitral Tribunal was its erstwhile Santacruz address. The learned Arbitrator had notified that the Award would be pronounced on 17.01.2023 and the same would be sent by registered post to both the parties. Despite the same, no effort was made by the Appellant to inform the learned Arbitrator about the change in address of the Appellant.

21. It is also the case of the Respondent that as per Section 3 of the Act and Section 27 of the General Clauses Act, 1897 the Award was duly sent by the learned Arbitrator to the Santacruz office, which was the erstwhile office. Hence, the Award would be deemed to have been served upon the Appellant, thereby, complying with Section 31(5) of the Act.



22. It is their case that the Appellant had consistently taken the stand before the learned Single Judge that the Award was received by it on 05.02.2023. This was mentioned in the list of dates, the Section 34 petition and the application for condonation of delay. The Appellant had even stated in the statement of truth filed by it along with the petition and application for condonation of delay that all the statements made by it are true. Pursuant to the Respondent's submissions before the learned Single Judge, the learned Single Judge had asked the Appellant to file an affidavit along with documents to prove the receipts of the Award by it *vide* order dated 02.08.2023. The Appellant filed this affidavit on 28.08.2023 and for the first time deviated from its consistent stance and stated that the Award was received by it on 06.02.2023. This was done deliberately by the Appellant upon the realization that claiming the receipt of the Award on 05.02.2023 would be fatal to its case and would not bring the petition within the limitation period. Hence, this affidavit of the Appellant should be rejected as the same outrightly contradicts its earlier statement and amounts to commitment of perjury and also filing of a false affidavit would amount to a criminal offence. Nowhere was the explanation regarding the difference in the date of receipt of the Award explained by the Appellant.

23. According to Mr. Dogra, the Appellant was already in possession of the soft copy of Award, as the email sent by it to the Arbitrator was for a request to provide the 'hard copy' of the Award at the Appellant's address. In any case, the Respondent's counsel had sent a hard copy of the Award to the Appellant on 01.02.2023. A demand letter was also sent on 31.01.2023. This demand letter was sent to both the addresses of the Appellant that is, at Lower Parel office and at the Santacruz office. If the intention of the



Appellant was to inform the change in address of the Appellant to the learned Arbitrator, why was no effort made by the Appellant at any stage of the proceedings or even when the Award was notified to be pronounced.

24. He stated that a cumulative reading of Section 3 of the Act along with Section 27 of the General Clauses Act would mean that a communication would be deemed to have been delivered when the Tribunal has addressed it to the parties last known address and service would be deemed to have been effected upon delivery of the Award in the ordinary course. It is a settled position of law which has echoed in various judgments that it would be irrelevant if such post is returned by the Postal Authority as unclaimed. The same would be considered as an appropriate and lawful delivery. Reliance was placed on the judgment in the cases of *Tata Capital Financial Services v. A.G.Aerovision Electronics Pvt. Ltd. & ors.* 2018 SCC OnLine Del 6663 and *Francisco, A. D'Souza and another v. L & T Finance Limited Mumbai* 2015(5) Mh.L.J. He also relied on the case of *Logic Eastern India Pvt Ltd v. KEC International Limited (Cables SBU)* 2018 SCC OnLine Bom 916 upon which the learned Single Judge also placed reliance and the same also distinguishes the judgment in the case of *Tecco Trichy Engineers (supra)*.

25. It is their case that even if the date of receipt of Award is taken to be 05.02.2023, 90 days from such date would take it to 05.05.2023. An additional 30 days as per the proviso of Section 34(3) would end on 04.05.2023 and would still not bring the Section 34 petition of the Appellant within the limitation.

26. Concluding his submissions, he stated that the learned Single Judge



rightly dismissed the petition under Section 34 of the Act and in view of the settled position of law, the present appeal should be dismissed.

CONCLUSION

27. Having heard the learned counsel for the parties and perused the Award, the short issue which arises for consideration is whether the learned Single Judge is justified in rejecting the petition filed by the Appellant herein under Section 34 of the Act on the ground the same was filed beyond limitation.

28. The Award is dated 17.01.2023. Initially, the case of the Appellant before the learned Single Judge was that it received the Award on 05.02.2023. However, it later changed its stand in paragraph 4 of the affidavit of Mr. Pradeep Kumar Mandal wherein it was stated that the award was received on 06.02.2023. There is no dispute that the Section 34 petition was filed by the Appellant before the learned Single Judge on 05.06.2023. The finding of the learned Single Judge was that the prescribed three months plus thirty days' time to condone the delay had expired on 05.05.2023 and 04.06.2023 respectively. As such, it was held that the petition having been filed on 05.06.2023, the same was beyond the period of limitation of three months and thirty days.

29. It was contended by Ms. Mahajan that 05.02.2023 is the date of receipt of the Award which is a Sunday. As such, the Award needs to be deemed to have been received only on the next day i.e., 06.02.2023 and the limitation would start running thereafter on 07.02.2023, resulting in the three months period expiring on 06.05.2023 and thirty days thereafter on



05.06.2023, i.e. the date on which the objections were actually filed.

30. The learned Single Judge in paragraph 35-36 of the impugned judgment has noted that the petition, including its list of dates and events, mentioned the date of receipt of the Award as 05.02.2023. Further, in paragraph 5 of the application seeking condonation of delay, it was stated that the Award was received on 05.02.2023. The said application was accompanied by the Statement of Truth under First Schedule, Order VI Rule 15A of the CPC. The learned Single Judge also noted that even during oral arguments, the date of receipt of Award was mentioned as 05.02.2023, as can be seen from the order dated 02.08.2023. It is for the first time in paragraph 4 of the affidavit of Pradeep Kumar Mandal, the date of receipt is depicted as 06.02.2023. The learned Single Judge in paragraph 39 of the impugned judgment has stated as under:

“39. I consider that the petitioner cannot be allowed to blow hot and cold in the same breath. The Inward Courier Register of the petitioner's company, the copy of which is being filed along with the affidavit also cannot come to the rescue of the petitioner as it is a self-serving document. The date of service of the Award on the petitioner has to be taken as 05.02.2023 and if 05.02.2023 is taken into account the limitation would start on 06.02.2023 and three months would expire on 05.05.2023. The 30 days as provided under the proviso would expire on 04.06.2023.”

31. The above reveals, if the date of service of the Award is taken as 05.02.2023 then the limitation would start on 06.02.2023 and three months would expire on 05.05.2023 and thirty days thereafter would expire on 04.06.2023. In fact, the plea urged by Ms. Mahajan is 05.02.2023 being a Sunday, the knowledge of receipt of the Award shall be construed as



06.02.2023 and the limitation would start running on 07.02.2023. This submission of Ms. Mahajan is by relying upon the judgment of the Supreme Court in the case of *Himachal Techno Engineers (supra)*.

32. Suffice to state, the aforesaid submission of Ms. Mahajan is a new submission advanced before this Court. The records reveal that it was never the case of the Appellant that the Award even if served on 05.02.2023 which is a Sunday, the Appellant did not have any knowledge of the same. In fact, it was stated in the petition under Section 34 of the Act that the Award was received on 05.02.2023. The reliance placed by Ms. Mahajan on the judgment in *Himachal Techno Engineers (supra)* is clearly distinguishable on facts inasmuch as in the said judgment, the Supreme Court was concerned with the case where the delivery of the Award was on 10.11.2007, which was a holiday. The Supreme Court in that case has held when the Award is delivered or left in the office of a party on a non-working day, as the party has no knowledge of receipt, the day of such physical delivery is not the day of receipt of Award by that party. In that case, the Supreme Court noted that the *beldar* or a watchman was present on a holiday of a non-working day and the receipt of copy of the Award cannot be considered as receipt of the Award by the party. Hence, the Executive Engineer having received the Award on 12.11.2007 which was the next working day, the date of receipt of the Award should be taken as 12.11.2007 and not 10.11.2007. For computing the period of limitation, the day of such receipt will be excluded. But it is not such a case here. The Appellant has not pleaded that it acquired the knowledge of the Award only on 06.02.2023 and not on 05.02.2023.



33. If that be so, the date of receipt of the Award has to be 05.02.2023. The period of limitation would start on 06.02.2023 to end and expire in the third month of the day corresponding to the date upon which the period starts i.e., 05.05.2023 and thirty days should be calculated from 06.05.2023 and having regard to the number of days, the limitation had ended on 04.06.2023. The petition having been filed on 05.06.2023 was beyond limitation as rightly held by the learned Single Judge.

34. Even the submission of Ms. Mahajan that the actual date of receipt of the Award is 06.02.2023, is unmerited for the reasons that all throughout the proceedings under Section 34 of the Act, the stand of the Appellant was that it received the Award on 05.02.2023. It is for the first time in the affidavit of Pradeep Kumar Mandal that the date of receipt is depicted as 06.02.2023. The only document provided by the Appellant in support of its contention is the Inward Courier Register of the Appellant itself, which as held by the learned Single Judge is a self-serving document, and as such, cannot come to the rescue of the Appellant.

35. The plea of Ms. Mahajan that service of the Award was not made on the Appellant despite the new address being on record also does not appeal to us. The Appellant had never informed the Arbitrator about the change of the address. Mere mention of the address in the pleadings does not mean such an address can be construed to be the address on which communications are required to be sent. The learned Single Judge was justifying in rejecting the plea on behalf of the Appellant as under:-

“50. It is not the case of the petitioner that the award was not sent by the learned Arbitrator at the last known available



address of the petitioner. The petitioner himself has placed the document on the record that the packet sent to the address was returned back. The plea of the petitioner that since it was returned back and not actually "received" by the petitioner, the award is not delivered to the petitioner in terms of the provisions of Arbitration and Conciliation Act. This Court is of considered opinion that this argument of the petitioner if accepted, will make the Section 3 of the Arbitration and Conciliation Act and Section 27 of the General Clauses Act redundant. The Arbitration Act provides a strict regime for making the challenge to the award. The Court in it's limited jurisdiction cannot dilute such regime by accepting flimsily and unsubstantiated pleas. Learned Arbitrator had duly sent the Award by registered post at the last known address of the petitioner. There is nothing on record to suggest that the change of address was notified to the learned Arbitrator. Thus both the submissions of the petitioner are rejected."

36. In view of the above discussion, the other judgments referred by Mr. Dogra which have been considered by the learned Single Judge need no elaboration.

37. Going by the above, we are of the view that the appeal is devoid of any merit and is liable to be dismissed. We order accordingly.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

AUGUST 17, 2026/rt