2026:DHC:9509-DB

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

% ***Judgment reserved on: 23.09.2026***

Judgment pronounced on: 29.10.2026

Judgment uploaded on: 29.10.2026

\# **CNR No. DLHC010430742026**

\+ FAO(OS) (COMM) 243/2026, CAV 442/2026, CM APPL. 61785/2026, CM APPL. 61786/2026, CM APPL. 61787/2026, CM APPL. 61788/2026, CM APPL. 61789/2026

SPR AUTO TECHNOLOGIES LIMITED .....Appellant

Through: Mr. Jayant K Mehta, Sr. Adv. with Mr. Amit Agrawal, Mr. Rahul Kukreja, Mr. Jatin Shrivastava, Mr. Om Shelat, Mr. Ravi Sharma, Advs.

versus

USHA INTERNATIONAL LIMITED .....Respondent

Through: Mr. Jai Sai Deepak, Sr. Adv. with Ms. Divya Bhalla, Mr. Abhishek Chauhan, Mr. Devansh Jain, Mr. Abhishek, Advs.

\# **CNR No. DLHC010430832026**

\+ FAO(OS) (COMM) 244/2026, CAV 443/2026, CM APPL. 61801/2026, CM APPL. 61802/2026, CM APPL. 61803/2026, CM APPL. 61804/2026, CM APPL. 61805/2026

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with Ms. Divya Bhalla, Mr. Abhishek Chauhan, Mr. Devansh Jain, Mr. Abhishek, Advs.

CORAM:
HON'BLE MR. JUSTICE ANIL KSHETARPAL
HON'BLE MR. JUSTICE BHARAT PARASHAR

J U D G M E N T

ANIL KSHETARPAL, J.:

1. The present Appeals, preferred under **Section 37**[1] of the **Arbitration and Conciliation Act, 1996**[2], assail the **judgments dated 06.07.2026**[3] passed by the learned Single Judge in **O.M.P.(COMM.) 118/2016** and **O.M.P.(COMM.) 161/2016**[4], respectively, whereby the mentioned Section 34 Petitions challenging the **Arbitral Awards dated 04.05.2013**[5] were dismissed.

2. The two Awards arise out of disputes between the same parties concerning export-agency arrangements for different product lines. Since the challenges raise substantially overlapping grounds, the Appeals have been heard together and are being disposed of by this common judgment. The claim amounts and the product lines, however, remain distinct in each Appeal.

3. By the Award challenged in FAO(OS)(COMM) 243/2026, the learned Sole Arbitrator directed the Appellant to pay the Respondent Rs.68.57 lakhs, together with simple interest at the rate of 10% per annum for the pre-award, *pendente lite* and post-award periods, and

[1] Hereinafter referred to as 'Section 37'
[2] Hereinafter referred to as 'A&C Act'
[3] Hereinafter collectively referred to as 'Impugned Judgments'
[4] Hereinafter collectively referred to as 'Section 34 Petitions'
[5] Hereinafter collectively referred to as 'Awards'





Rs.50,000/- towards costs of the arbitral proceedings. By the Award challenged in FAO(OS)(COMM) 244/2026, the Appellant was directed to pay Rs.17.76 lakhs on the same terms of interest, together with Rs.50,000/- towards costs.

4. The principal question arising for consideration is whether the learned Single Judge, while exercising jurisdiction under Section 34, committed any error warranting interference in these Appeals under Section 37.

FACTUAL MATRIX:

5. The relevant facts, necessary for adjudication of the present Appeals, may be briefly noticed.

6. The Appellant, referred to in the Awards as Shriram Pistons & Rings Limited, is engaged in the manufacture of automotive components. The Respondent carries on business, *inter alia*, in the marketing of products and procurement of export business. The parties entered into an arrangement by an **agreement dated 30.04.1999**[6], under which the Respondent was appointed as an agent in respect of specified products manufactured by the Appellant. The arrangement was stated to operate from 01.05.1999 until 30.04.2004 and contained provisions concerning commission, the parties' obligations and resolution of disputes by arbitration through the **Federation of Indian Chambers of Commerce and Industry**[7].

7. A further **agreement dated 31.03.2000**[8] was executed by the

[6] Hereinafter referred to as '1999 Agreement'
[7] Hereinafter referred to as 'FICCI'
[8] Hereinafter referred to as '2000 Agreement'

parties, by which certain terms of the earlier arrangement were modified. The two product lines were dealt with in separate arbitral references. FTA No.172/2005 concerned pistons, piston pins, piston rings, piston assemblies and cylinder liners, while FTA No.173/2005 concerned engine valves, valve guides, valve-train components and EV kit sets.

8. The Appellant communicated on 27.03.2004 that the arrangement would not be renewed beyond 30.04.2004. The said communication also referred to payment of commission on orders received and pending as on 30.04.2004. Disputes thereafter arose concerning commission allegedly payable on export orders procured by the Respondent, including orders pending execution, orders awaiting shipment and orders for which the Appellant had allegedly not received the corresponding payments. The Appellant disputed the Respondent's entitlement and also alleged that the Respondent had failed to discharge reciprocal obligations under the arrangement.

9. The Respondent invoked arbitration before FICCI on 25.05.2005, relying upon the arbitration clause contained in the 1999 Agreement, as modified on 31.03.2000. The Appellant objected to the reference, principally contending that the 1999 Agreement had never been signed or returned by the Respondent and had not culminated in a concluded agreement. According to the Appellant, the signed 2000 Agreement was an independent agreement and alone governed the parties' relationship. The Appellant also raised objections concerning the constitution of the Tribunal and its jurisdiction, including objections under Sections 12 and 16 of the A&C Act.

10. The learned Sole Arbitrator framed thirteen (13) issues in each reference. Among them, Issue IV concerned whether the Respondent was entitled to commission on exports for which sub-agents appointed by it had already received payment from the Appellant at its instance. Issue VII concerned whether the Respondent was liable to perform reciprocal obligations under the 2000 Agreement and, if so, whether those obligations had been performed and with what effect.

11. In FTA No.172/2005, the Respondent claimed Rs.81.81 lakhs towards commission under various heads, besides interest. The Award dated 04.05.2013 allowed the claim to the extent of Rs.68.57 lakhs, with simple interest at 10% per annum from 30.04.2004 until 24.05.2005, and simple interest at the same rate for the *pendente lite* and post-award periods. The Appellant was also directed to pay Rs.50,000/- as costs.

12. In FTA No.173/2005, the Respondent claimed Rs.21.22 lakhs, comprising commission and interest. The Award dated 04.05.2013 allowed commission of Rs.17.76 lakhs, with simple interest at 10% per annum for the pre-award, *pendente lite* and post-award periods, and directed payment of Rs.50,000/- towards costs.

13. The Appellant challenged the Award in FTA No.172/2005 by instituting proceedings under Section 34, subsequently registered as O.M.P.(COMM.) 118/2016. The Award in FTA No.173/2005 was challenged in O.M.P.(COMM.) 161/2016.

14. The learned Single Judge, by separate Impugned Judgments both dated 06.07.2026, dismissed the Section 34 Petitions. Aggrieved thereby, the Appellant has preferred the present Appeals.





CONTENTIONS OF THE PARTIES:

15. Learned senior counsel representing the parties were heard, and the record, including the Impugned Judgments and the Awards, has been perused.

16. Learned senior counsel representing the Appellant assails the Impugned Judgments on the following grounds:

i. The Awards were pronounced on 04.05.2013, approximately eighteen months after final arguments concluded in November 2011, without any explanation for the delay. It is submitted that the delay cannot be considered in isolation because, according to the Appellant, the Awards contain identifiable errors that demonstrate its effect.

ii. Arbitration was invoked under the 1999 Agreement, which had not been signed or returned by the Respondent and had never become binding. The 2000 Agreement, which bore the parties' signatures, is stated to have been an independent contract. It is contended that the learned Arbitrator nevertheless upheld the existence of the 1999 Agreement by relying on correspondence which either was not issued by the Appellant or did not refer to either agreement.

iii. The Appellant also challenges the constitution of the Tribunal. It relies on its requests for disclosure of the nomination process and the relevant FICCI records, the orders dated 14.03.2006, 22.08.2006, 18.10.2006, 26.02.2007, 04.05.2007, 21.05.2007 and 25.03.2009, and its contemporaneous request to





FICCI for a change of Arbitrator. It is submitted that the rejection of the applications under Sections 12 and 16, together with the refusal to frame an issue specifically addressing the existence and effect of the 1999 Agreement, cumulatively gave rise to a reasonable apprehension that the Appellant was not receiving a fair and impartial adjudication. The Appellant disputes the reliance placed by the learned Single Judge on its continued participation in the proceedings, pointing out that it participated under protest.

iv. Another ground urged is that the stamp paper on which the Award was engrossed had been purchased on 25.03.2013 and bore the precise amount ultimately awarded as principal, although the Awards were pronounced only on 04.05.2013. The Appellant submits that this circumstance, considered alongside the delay and the alleged lack of transparency concerning the constitution of the Tribunal, should not have been dismissed as mere suspicion.

v. The Appellant next contends that the learned Arbitrator reversed the burden of proof by observing that the Appellant had failed to disprove the amounts claimed. It is submitted that the claims were allowed on the basis of the Respondent's own calculations, without first establishing the underlying entitlement. Particular reliance is placed on the discussion of Exhibits CW2/3, CW2/5 and CW1/6 (also referred to as CW2/4), which, according to the Appellant, were prepared by the Respondent's witness but were treated as documents generated by the Appellant. The Appellant also disputes the treatment of the TDS deductions and

the conclusion that there was no reversal of the TDS.

vi. The Appellant further submits that the learned Arbitrator failed to give effect to the contractual exclusions concerning exports to specified territories and wrongly allowed commission on pending orders, including orders awaiting dispatch or shipment. It is contended that Clause 9 of the 2000 Agreement linked commission to receipt of payment against the relevant export bills and that claims in respect of orders pending execution or awaiting realisation were not payable under the agreement. The Appellant also maintains that no commission was payable where sub-agents had already received payment, and that the Respondent's alleged breach of its reciprocal obligations was material to the claims.

vii. The Appellant relies, in particular, on ***Lancor Holdings Ltd. v. Prem Kumar Menon & Ors.***[9], and ***Delhi Development Authority v. GL Litmus Events Pvt. Ltd.***[10], to contend that an unexplained and inordinate delay in rendering an award may undermine the adjudicatory process and justify setting aside the award. Reliance is also placed on ***Associate Builders v. Delhi Development Authority***[11] and ***Delhi Metro Rail Corporation Ltd. v. Delhi Airport Metro Express Pvt. Ltd.***[12], in support of the contention that a finding based on no evidence, or one which ignores material evidence or contractual provisions, may amount to perversity or patent illegality.

[9] 2025 SCC OnLine SC 2319
[10] 2025 SCC OnLine Del 9906
[11] (2015) 3 SCC 49
[12] (2024) 6 SCC 357

17. *Per contra*, the Respondent supports the Impugned Judgments. The following submissions have been made by learned senior counsel representing the Respondent:

i. The Respondent submits that the delay, by itself, does not invalidate an Award and that the Appellant has not shown that the delay adversely affected any finding. The Respondent relies on Paragraph Nos.83 to 85 of the judgment of this Court in ***Unison Hotels Pvt. Ltd. v. IFFCO Tokio General Insurance Co. Ltd.***[13], which considered the principles in ***Lancor Holdings*** *(supra)* and explained that delay is material where its adverse effect on the findings is explicit and the Award is demonstrably riddled with the effects of such delay.

ii. The Respondent submits that the finding regarding the 1999 Agreement was based not on a single communication but on the parties' course of dealings, commission statements, payments and correspondence. It contends that the signed 2000 Agreement modified the earlier agreement rather than displacing it, and that the learned Arbitrator considered and rejected the objections to jurisdiction and the constitution of the Tribunal.

iii. The Respondent further submits that the Award, read as a whole, considered the substance of the disputes underlying Issues IV and VII and that the Appellant's remaining grounds seek a reappreciation of evidence and a different interpretation of the contract, which is impermissible in proceedings under Sections 34 and 37 of the A&C Act.

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18. No other submissions have been advanced by learned senior counsel representing the parties.

ANALYSIS AND FINDINGS:

19. This Court has considered the submissions advanced and examined the material placed on record.

20. At the outset, it is necessary to bear in mind the limited scope of appellate interference under Section 37. The jurisdiction exercised by the Court under Section 34 is itself circumscribed. An appeal under Section 37 does not confer a wider power to reassess the merits of the arbitral dispute or to substitute the Court's view for that of the Arbitral Tribunal. The appellate Court must examine whether the Court exercising jurisdiction under Section 34 remained within the limits of that provision and applied the correct legal principles. It is not enough that another view of the evidence or of the contractual terms may be possible.

21. In ***MMTC Ltd. v. Vedanta Ltd.***[14], the Supreme Court explained that the jurisdiction under Section 37 cannot travel beyond the restrictions imposed by Section 34, and that the appellate Court must be cautious before disturbing concurrent findings. The same approach is reflected in ***UHL Power Company Ltd. v. State of Himachal Pradesh***[15], and ***Punjab State Civil Supplies Corporation Ltd. v. Sanman Rice Mills***[16]. The proviso to Section 34(2A) further makes clear that an award cannot be set aside merely on the ground of an erroneous application of law or by reappreciation of evidence. The

[14] (2019) 4 SCC 163
[15] (2022) 4 SCC 116
[16] 2024 SCC OnLine SC 2632

present Appeals must be examined within these limits.

22. This does not mean that a jurisdictional objection, a demonstrated failure to adjudicate a material dispute, or an award founded on no evidence is beyond review. The question, however, is whether the Appellant has shown that the learned Single Judge failed to exercise the jurisdiction available under Section 34, or exceeded its limits, and not whether this Court might have reached a different conclusion on the underlying claims.

A. Delay in pronouncement of the Awards

23. It is not disputed that final arguments concluded in November 2011 and that the Awards were pronounced on 04.05.2013, after a period of approximately eighteen months. The delay is substantial and, in the absence of an explanation on the material placed before this Court, is not to be regarded as inconsequential. The question is whether the delay, considered with the specific defects alleged by the Appellant, demonstrates that the Awards were adversely affected by the lapse of time so as to attract interference under Section 34.

24. The issue has recently been considered by this Court in ***Unison Hotels*** *(supra)*. After examining ***Lancor Holdings*** *(supra)*, this Court explained that the delay in ***Lancor Holdings*** was not treated as fatal merely because it was long. The Supreme Court had considered the cumulative circumstances: a delay of nearly four years, repeated and vacillating reasoning, demonstrable indecisiveness, disregard of relevant contractual clauses, and, ultimately, an award which failed to resolve the dispute and left one party to pursue further litigation despite having altered the parties' positions. The delay was thus





accompanied by identifiable defects in the adjudication which demonstrated its adverse effect.

25. The principle stated in ***Lancor Holdings***, as explained in ***Unison Hotels***, is that delay may vitiate an award where its negative effect is explicit and adversely reflects on the findings, and where the award is riddled with the damaging effects of the delay. The decision does not lay down that every unexplained delay, irrespective of its effect on the award, automatically renders the award invalid. Equally, it does not require the Court to disregard identifiable errors merely because the award contains reasons. The Court must examine whether the specific errors relied upon are established and whether, viewed in context, they demonstrate that the adjudication was impaired by the delay.

26. The Appellant contends that the alleged misattribution of documents, the treatment of TDS and the failure to decide Issues IV and VII demonstrate such impairment. These contentions are considered separately below. At this stage, it is sufficient to note that the Appellant has identified matters which require examination. The mere identification of an alleged error, however, does not establish that the error occurred or that it was caused by the delay. The relevant question is whether the Award itself, read with the material relied upon, discloses the kind of demonstrable confusion, vacillation or failure to engage with the dispute that was present in ***Lancor Holdings***.

27. In ***GL Litmus Events*** *(supra)*, the principle in ***Lancor Holdings*** was also applied to the effect of delay on an arbitral award. The

proposition that delay may undermine the integrity of adjudication is not in dispute. However, the Appellant's submission that prejudice must be presumed in every case of an unreasonably delayed award cannot be accepted as an absolute rule. The controlling consideration, as explained in ***Unison Hotels***, is whether the adverse effect of delay is explicit in the findings under challenge. A general apprehension that the Arbitrator may have forgotten the evidence or submissions is not, without more, sufficient.

28. In the present case, the Awards contain findings on the principal monetary claims, refer to the relevant correspondence and commission statements, and discuss the evidence relied upon by the Respondent as well as the Appellant's objections. The Award in FTA No.172/2005 discusses, *inter alia*, the commission statement and correspondence in Paragraph Nos.13 to 20, the objection to the 1999 Agreement in Paragraph No.22, pending orders in Paragraph No.24, and the remaining objections in the subsequent paragraphs. The Award in FTA No.173/2005 similarly considers the commission claim, the relevant correspondence, the objection to the 1999 Agreement and the claim heads. Whether every conclusion is correct is a separate question. The structure of the Awards does not, on its own, indicate that the Arbitrator had lost sight of the controversy or had become incapable of resolving it.

29. The learned Single Judge therefore did not treat the delay as irrelevant. The learned Single Judge examined whether the specific consequences alleged by the Appellant were borne out by the Awards and concluded that the Appellant had not demonstrated the requisite connection between the lapse of time and the findings. For the reasons

set out below, this Court is not persuaded that the alleged errors, individually or cumulatively, establish that the learned Single Judge applied an incorrect legal standard or failed to exercise the jurisdiction available under Section 34.

B. Existence of the 1999 Agreement and arbitral jurisdiction

30. The Appellant's objection to jurisdiction is founded on the assertion that the 1999 Agreement was never signed or returned by the Respondent and did not mature into a binding agreement. The Appellant relies on the 2000 Agreement, which was signed by both parties, and contends that it was an independent contract. It is also argued that the learned Arbitrator relied upon correspondence which did not support the conclusion drawn in Paragraph No.22 of the Award.

31. The objection concerning the existence of an arbitration agreement is not merely a request to reinterpret an ordinary contractual term. It is capable of engaging the jurisdictional limits under Section 34. The question before this Court, nevertheless, is whether the learned Single Judge properly examined the basis on which the Arbitrator reached the conclusion that the parties' arrangement originated in 1999 and was modified in 2000, and whether the conclusion was so unsupported or irrational as to warrant setting aside the Awards.

32. Paragraph No.22 of the Award in FTA No.172/2005 records that the objection to the 1999 Agreement was rejected because the parties had worked under the arrangement, payments had been made on the basis of calculation sheets generated by the Appellant, and

commission statements had regularly been sent. The Arbitrator also referred to the modifications made on 31.03.2000 and to correspondence concerning the payment of commission. The Award in FTA No.173/2005 contains materially similar reasoning. The learned Single Judge considered the objection and held that the finding was based on the parties' conduct and the documentary record, and represented a possible view of the evidence.

33. The Appellant points out that the letter dated 13.07.2004 was issued by the Respondent, that the letter dated 04.02.2004 did not refer expressly to either agreement, and that the letter dated 01.04.2004 relied upon in the Award is disputed. These are specific criticisms of the Arbitrator's references to the correspondence. They do not, however, establish that the conclusion concerning the contractual relationship rested exclusively on those letters. The Award also refers to the parties' performance of the arrangement, commission calculations, previous payments and the correspondence exchanged at the end of the contractual period. The communication dated 27.03.2004, in particular, stated that the arrangement would not be renewed beyond 30.04.2004 and referred to commission on orders received and pending as on that date.

34. The Appellant's position is that such conduct was referable only to the signed 2000 Agreement and could not establish the existence of the earlier agreement. That is a possible argument on the merits. The Arbitrator, however, treated the 2000 Agreement as a modification of the earlier arrangement, consistent with the terms of the documents and the parties' course of dealings. The learned Single Judge examined this conclusion and found it to be a plausible view. In the

absence of a demonstrated legal bar to the inference drawn, or a finding wholly unsupported by the record, the Section 37 Court cannot reweigh the evidence and select the competing inference preferred by the Appellant.

35. The Appellant also relies on the fact that the Arbitrator declined to frame a separate issue on the existence and effect of the 1999 Agreement, despite the objection having been raised during the proceedings. The Award, however, did not leave the objection unanswered. Paragraph No.22 expressly addressed the objection and rejected it. Whether the reasons given were correct is distinct from whether the question was adjudicated at all. The learned Single Judge considered the substance of the jurisdictional challenge and found no ground for setting aside the Awards. No error in that approach has been established.

C. Constitution of the Tribunal and objections under Sections 12 and 16

36. The Appellant contends that FICCI and the Arbitrator declined to disclose material concerning the nomination process and the constitution of the Tribunal. It relies on the orders passed during the arbitral proceedings, the rejection of its applications under Sections 12 and 16 of the A&C Act, and its request that the Arbitrator be changed. It is submitted that the learned Single Judge erred in treating the Appellant's participation as a circumstance against it, since such participation was expressly under protest.

37. The objection requires consideration of the record as a whole. The learned Single Judge noted that the objections under Sections 12

and 16 of the A&C Act were raised during the arbitral proceedings and were dealt with by orders passed by the Arbitrator. The Appellant's complaint concerning disclosure and the sequence in which the objections were dealt with was also considered. The learned Single Judge found that the Appellant had not demonstrated how the alleged procedural deficiencies translated into actual prejudice or established a legally sustainable basis for concluding that the Tribunal was disqualified from adjudicating the disputes.

38. The Appellant is correct that participation under protest does not, by itself, answer every objection concerning the constitution or impartiality of an arbitral tribunal. Nor can an objection going to jurisdiction be rejected solely on the ground that the party continued to participate. The relevant question is whether the facts relied upon establish a legally recognised ground of disqualification, a failure to comply with a mandatory requirement, or a denial of a fair opportunity to present the case. The orders and circumstances identified by the Appellant, as placed before the learned Single Judge, were not found to establish such a defect. In these Appeals, the Appellant has reiterated its dissatisfaction with the orders passed during the arbitration, but has not demonstrated that the learned Single Judge overlooked a specific circumstance which legally rendered the Tribunal incompetent or established a disqualifying bias.

39. The Appellant's reliance on the refusal to frame a separate issue concerning the 1999 Agreement is also insufficient, for the reasons already recorded. The Award itself dealt with the objection to the existence of that agreement. The fact that the Arbitrator rejected the Appellant's objections, or that certain procedural orders were not in

the Appellant's favour, does not by itself establish bias or lack of independence. The learned Single Judge's conclusion that the Appellant had not established a ground for setting aside the Awards under Section 34 does not warrant interference under Section 37.

D. Stamp papers bearing dates prior to the Awards

40. The Appellant submits that the stamp papers used to engross the Awards were purchased on 25.03.2013 and already reflected the exact principal sums ultimately awarded, namely Rs.68.57 lakhs in FTA No.172/2005 and Rs.17.76 lakhs in FTA No.173/2005, although the Awards were pronounced on 04.05.2013. It is urged that this circumstance must be considered cumulatively with the delay and the objections concerning the constitution of the Tribunal.

41. The learned Single Judge considered this contention and found that the Appellant had not placed any material establishing that the Awards were in fact signed or rendered on a date different from the date recorded in them, or that the date of purchase of the stamp papers had affected the adjudication. The fact that stamp papers bearing the amount of the principal were purchased before the date of pronouncement may give rise to a question, however, without further material, it does not establish that the outcome was predetermined or that the Award had been made on an earlier date. The inference sought to be drawn is not supported by independent evidence of pre-judgment, alteration or fabrication.

42. Considered alongside the other grounds, the stamp-paper dates do not supply the missing link between the alleged procedural irregularities and the merits of the Awards. The learned Single Judge

was therefore justified in declining to set aside the Awards on this ground.

E. Alleged misattribution of documents and reversal of the burden of proof

43. The Appellant's challenge to the findings concerning Exhibits CW2/3, CW2/5 and CW1/6 (also referred to as CW2/4) is more specific. It submits that the documents were prepared by the Respondent's witness but were treated by the Arbitrator as documents generated by the Appellant, and that this error materially affected the findings on commission for orders awaiting shipment, pending orders and orders secured in April 2004. The Appellant also challenges the Arbitrator's observation that it had failed to disprove the amounts claimed.

44. The Award must be read as a whole. The observations regarding the Appellant's failure to disprove the claim follow the Arbitrator's discussion of the correspondence, commission statements, payment advice, TDS certificates and oral evidence. In FTA No.172/2005, the Arbitrator referred to the letter dated 04.02.2004 and the statement accompanying it, the communication dated 27.03.2004 concerning orders pending as on 30.04.2004, the Respondent's statements of commission and the testimony of the witnesses. The Award in FTA No.173/2005 similarly referred to the letter dated 04.02.2004 recording commission stated to be outstanding, the letter dated 27.03.2004, and the subsequent correspondence seeking payment. The finding was not expressed as resting on a bare failure by the Appellant to disprove the claim.





45. The Appellant's allegation of misattribution has been considered. Even if the authorship or source of an individual exhibit is open to dispute, the relevant inquiry under Section 34 is whether the finding in question is thereby rendered one based on no evidence or is otherwise patently illegal. The Awards refer to more than the three exhibits singled out by the Appellant. They rely upon correspondence between the parties, the admitted fact of earlier commission payments, the statements and payment advice, the letter dated 27.03.2004, and testimony concerning the calculation and payment of commission. The Appellant has not demonstrated that, once the challenged exhibit references are put aside, the findings on the claims have no evidentiary foundation at all.

46. In ***Associate Builders*** *(supra)*, the Supreme Court explained that a finding may be perverse where it is based on no evidence, ignores vital evidence, or is one which no reasonable person could reach. The principles reiterated in ***Delhi Metro Rail Corporation*** *(supra)* likewise do not permit a Court to interfere merely because it would have assessed the evidence differently. The relevant question is whether the conclusion suffers from the kind of perversity or patent illegality recognised by Section 34. Those authorities do not authorise a re-trial of the factual dispute in a Section 37 appeal.

47. The Appellant further submits that the Arbitrator reversed the burden of proof by relying on its failure to disprove the Respondent's calculations. The learned Single Judge examined the sequence of reasoning in the Awards and concluded that the Arbitrator first considered the material relied upon by the Respondent and thereafter noted that the Appellant had not substantiated its denial. This reading

is supported by the discussion in the Awards. The observation concerning failure to disprove the amounts cannot be severed from the preceding assessment of the documents and oral evidence and treated as the sole basis for allowing the claims.

48. The Appellant disputes the treatment of the TDS deductions and contends that reversal of the deductions had been its specific case. The Awards, however, proceed on the basis that TDS certificates had been issued in respect of the commission and that the witness had admitted that the certificates were not wrongly issued. The Arbitrator also recorded that reversal of the TDS had not been set up as the Appellant's case. The Appellant's contention, therefore, has to be examined in the context of this finding and the material placed before the Arbitrator. In the absence of any demonstrated basis in the arbitral record to displace the premise on which the Arbitrator proceeded, the mere assertion that the deductions had been reversed would not establish patent illegality. The learned Single Judge considered the challenge to the evidentiary findings and declined to interfere with the Arbitrator's assessment of the material. This Court, exercising jurisdiction under Section 37, cannot undertake a fresh examination of the evidence or substitute its own assessment merely because another view may be canvassed.

F. Issues IV and VII

49. The Appellant places substantial reliance on the fact that Issue IV and Issue VII were expressly framed but, according to it, were not adjudicated. Issue IV concerned commission on exports for which sub-agents appointed by the Respondent had already received

payment from the Appellant at the Respondent's instance. Issue VII concerned the Respondent's reciprocal obligations under the 2000 Agreement and whether those obligations were performed.

50. The learned Single Judge acknowledged that the Awards did not contain separately captioned findings corresponding to Issue IV and Issue VII. The learned Single Judge nevertheless concluded that the substance of the disputes underlying those issues had been considered in the course of determining the claims and defences. The Appellant submits that this conclusion is untenable because, on its reading, the Awards contain no express or implied finding on either issue.

51. An arbitral award is required to decide the disputes referred to the Tribunal and to give reasons for the conclusions reached, where reasons are required under the A&C Act. It is not necessary, however, that the award reproduce the structure of a judgment of a civil court or contain a separately numbered finding on every issue, provided the substance of the dispute has been considered and the basis of the decision can be discerned. Conversely, the mere fact that the award is detailed would not cure a genuine failure to decide a material issue. The inquiry must therefore be directed to the substance of the reasoning, not simply the presence or absence of a separate heading.

52. In relation to Issue IV, the Awards discuss the Respondent's entitlement to commission on the orders relied upon, the correspondence and statements supporting the claims, and the Appellant's objections to the amounts claimed. The Arbitrator ultimately accepted the Respondent's case that commission remained





payable on the identified orders. Although the Awards do not separately analyse every transaction involving a sub-agent under a distinct heading, the Appellant has not demonstrated that the question of entitlement to commission, in the context of the transactions forming the claims, was left wholly undecided. The challenge substantially turns on whether the evidence should have been evaluated differently and whether the defence should have been accepted.

53. As regards Issue VII, the Appellant's defence that the Respondent had failed to comply with reciprocal obligations was considered by the Arbitrator in the context of the contractual arrangement and the objections to the Respondent's entitlement. The Awards rejected the Appellant's defence and allowed the commission claims. The reasoning may not be arranged issue-by-issue, but it discloses the basis on which the Arbitrator declined to accept the defence. The learned Single Judge was therefore entitled to conclude that the substance of the controversies had been considered, even though the Awards did not set out separately numbered answers to Issues IV and VII.

54. The Appellant's reliance on these issues as proof that the Arbitrator had forgotten the submissions because of the delay must also be considered against the reasoning in ***Unison Hotels*** and ***Lancor Holdings***. Unlike the circumstances in ***Lancor Holdings***, the Awards do not leave the parties without a resolution of the central monetary dispute or relegate them to fresh proceedings after vacillating on the relief. The Awards determine the claims and set out the grounds on which the Respondent was found entitled to commission. The

Appellant has not established that the absence of separate issue-wise findings is itself attributable to the delay, or that the substance of either issue was not considered at all. The learned Single Judge's conclusion on this ground does not warrant interference.

G. TDS, excluded territories, pending orders and other contractual objections

55. The Appellant has also challenged the findings concerning commission on exports to territories allegedly excluded under the Agreements, commission on pending orders, and transactions involving collaborators, joint ventures, associates and sub-agents. These objections are founded on the Appellant's interpretation of the contractual restrictions and its reading of the evidence. The specific challenge concerning TDS deductions has been considered separately hereinabove.

56. These objections were addressed by the learned Single Judge in the context of the Award as a whole. The Arbitrator considered the claim heads separately in the course of the reasoning, including the commission said to be outstanding for the quarter ending December 2003, the period January to March 2004, orders awaiting shipment, pending orders and orders secured in April 2004. The Awards also refer to the letter dated 27.03.2004, by which the Appellant stated that commission would be paid on orders received and pending as on 30.04.2004. The Arbitrator treated that communication as relevant to the Respondent's entitlement on pending orders.

57. The Appellant's submission concerning Clause 9 of the 2000 Agreement is that commission was payable only after the Appellant

received payment against the relevant export bills. The Respondent's position, accepted by the Arbitrator, was that the contractual arrangement and the communication dated 27.03.2004 entitled it to commission on orders secured before the arrangement ended, including pending orders, with the timing of payment governed by the contractual provisions. The interpretation adopted by the Arbitrator may be contested, but the Appellant has not demonstrated that it is a construction no reasonable person could adopt or that it directly contradicts an unambiguous contractual prohibition. The Court cannot substitute its own interpretation merely because the Appellant advances a different reading.

58. In respect of exports to excluded territories and transactions with collaborators, the Awards record the Appellant's objections and reject them on the evidentiary record before the Arbitrator. The Appellant contends that the exclusions in the agreements were not applied and that the Respondent had claimed commission on transactions which fell outside the arrangement. The learned Single Judge found that these contentions involved the Appellant's preferred reading of the contractual provisions and evidence. On the material placed before this Court, it has not been demonstrated that the Arbitrator ignored an undisputed contractual exclusion applicable to a specifically identified transaction or that the learned Single Judge failed to consider a patent illegality apparent on the face of the Awards.

59. The same applies to the contention concerning payments to sub-agents. The issue was raised before the Arbitrator and formed the subject of Issue IV. As already noted, the absence of a separately

captioned finding does not, by itself, establish non-adjudication. The Appellant has not demonstrated that the Award granted a duplicate commission on a specific transaction despite an established payment to the relevant sub-agent, such that the result is shown to be unsupported by evidence or contrary to the contract on the face of the Award.

60. The authorities relied upon by the Appellant concerning the best evidence rule and adverse inference, including ***Gopal, Krishnaji Ketkar v. Mohamed Haji Latif & Ors.***[17], do not alter the scope of review in these Appeals. The question whether an adverse inference should have been drawn, or whether a particular witness or document should have been given greater weight, is ordinarily a matter of evidentiary appreciation. The Appellant has not shown that the learned Single Judge overlooked a legal bar or upheld a finding which was demonstrably based on no evidence. The cited authorities do not permit the Court, in proceedings under Section 37, to reassess the entire evidentiary record and recalculate the commission claims.

H. Cumulative assessment

61. The Appellant urges that the various circumstances must be assessed cumulatively. This Court has considered the circumstances both individually and together and is of the view that a cumulative assessment is appropriate, however, it cannot replace the need to establish that the circumstances, taken together, demonstrate a defect falling within Section 34.

[17] 1968 AIR 1413

62. The learned Single Judge examined the material objections raised under Section 34 and declined to interfere with the Awards. The Appellant has not shown that the learned Single Judge exceeded the permissible limits of Section 34 or failed to exercise jurisdiction vested in the Court. The Appeals, in substance, seek a fresh assessment of the documentary evidence, the weight of the parties' correspondence, and the construction of the contractual arrangement. Such an exercise is not permissible in the limited jurisdiction under Section 37.

CONCLUSION:

63. For the foregoing reasons, this Court finds no ground to interfere with the Impugned Judgments dated 06.07.2026 passed in O.M.P.(COMM.) 118/2016 and O.M.P.(COMM.) 161/2016.

64. Accordingly, the present two Appeals, i.e., FAO(OS)(COMM) 243/2026 and FAO(OS)(COMM) 244/2026, are dismissed. Pending applications also stand disposed of.

ANIL KSHETARPAL, J.

BHARAT PARASHAR, J.

OCTOBER 29, 2026
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