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

Date of decision: 01.05.2025

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\+ FAO (COMM) 29/2024

FACILITY PLUS ESTATE MANAGEMENT PRIVATE LTD.
.....Appellant

Through: Mr. Ramesh Singh, Senior Advocate with Mr. Mukti Bodh, Ms. Mala Dwivedi, Ms.Neha Chaturvedi, Advs.

versus

INNOVISION LTD. .....Respondent

Through: Mr. Chirag Jamwal, Adv.

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\+ FAO (COMM) 32/2024

FACILITY PLUS ESTATE MANAGEMENT PRIVATE LTD.
.....Appellant

Through: Mr. Ramesh Singh, Senior Advocate with Mr. Mukti Bodh, Ms. Mala Dwivedi, Ms.Neha Chaturvedi, Advs.

versus

INNOVISION LTD. .....Respondent

Through: Mr. Chirag Jamwal, Adv.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

JUDGEMENT(ORAL)

% 01.05.2025

HARISH VAIDYANATHAN SHANKAR (J.)

1. The present appeal is filed under Section 37 of the **Arbitration**

and Conciliation Act, 1996[1] against the **judgement dated 18.12.2023**[2] passed by the Ld. District Judge, Commercial Court-03, South-East, Saket Courts, New Delhi, in OMP (COMM) No. 29/2023 titled as '*Facility Plus Estate Management Private Limited vs. Innovision Limited'*, dismissing the challenge under Section 34 of the A&C Act against the **Arbitral Award dated 04.11.2022**[3].

2. The short question raised in the present appeal is whether or not the Petition under Section 34 of the A&C Act for setting aside the Award dated 04.11.2022 was filed within the period of limitation as prescribed under the Act.

3. We briefly recount the relevant facts leading to the present appeal.

4. The Award was undisputedly passed and pronounced on 04.11.2022 through *video conferencing* and the scanned copy of the same was sent by the Ld. Arbitrator *via* email to both the counsels on 09.11.2022, along with direction to collect the original hard copies of the award from the office of the Ld. Arbitrator.

5. On 13.12.2022, the concerned **Authorized Representative**[4] of the Appellant Company informed the counsel of the Appellant that the balance arbitral fee was remitted to the Ld. Arbitrator. The said information was forwarded by the counsel of the Appellant to the Ld. Arbitrator through WhatsApp on the same day while also informing him that the Appellant's AR will be collecting the signed copy of the Award from his office. However, the Award was not collected on that day.

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[1] A&C Act
[2] Impugned Judgement
[3] The Award
[4] AR

6. After ten days, the counsel of the Appellant again informed the Ld. Arbitrator that the AR of the Appellant Company would be visiting the Arbitrator's office to collect the signed copy of the Award and requested confirmation of a suitable time for the same.

7. Upon confirmation, the AR of the Appellant Company visited the office of the Ld. Arbitrator on 23.12.2022 and collected the signed copy of the award physically.

8. Against the Award, the petition under Section 34 of the A&C Act was filed by the Appellant on 22.03.2023, which was dismissed on the ground of limitation *vide* the Order dated 18.12.2023 passed by the learned District Judge.

9. It is the case of the Appellant that the date of the filing of the petition under Section 34 of the A&C Act was the 89th day from 23.12.2022, the date of receipt of the signed physical copy and hence, within the prescribed limitation period.

10. Though the Appellant had also raised the ground of invalidity of conveying a signed copy of the award electronically, the same was not pressed during arguments. In any event, we are of the firm belief that this aspect stands concluded by the Judgment of this Court in the case of ***Ministry of Youth Affairs & Sports v. Ernst & Young (P) Ltd.***[5], and as followed in ***Dwarika Projects Limited & Anr. v. Director of Civil Aviation & Anr***[6]. The following excerpts from the Judgement of ***Dwarika Projects*** (***supra***) merit reference:

> "**7.** As we view Section 31(3), we find no justification to hold or declare that the only mode or manner in which the Act contemplates the delivery of award is in the physical format. In Ministry of Youth Affairs & Sports v. Ernst & Young (P) Ltd., our Court held that the limitation period for filing a petition

[5] 2023 SCC OnLine Del 5182
[6] FAO(OS)(COMM) 103/2024 dated 06.02.2025

under Section 34 of the Act commenced when a scanned signed copy of the award was received via email and that the same would constitute a valid delivery under Section 31(5). The Court held that a subsequent physical collection of the signed copy would not extend the limitation period. The Court emphasized that technological advancements allow for authenticated digital copies to be considered valid for all legal purposes. We deem it appropriate to refer to the following passages from that decision: uent physical collection of the signed copy would not extend the limitation period. The Court emphasized that technological advancements allow for authenticated digital copies to be considered valid for all legal purposes. We deem it appropriate to refer to the following passages from that decision:

> "**44.** The contention on behalf of the petitioner that signed copy of the Addendum to Award dated 17th May, 2018 was provided to the petitioner only on 01st June, 2018, is found to be without any merit. Email dated 17th May, 2018 sent on behalf of the Arbitral Tribunal to the counsel for the petitioner clearly shows that the Addendum to the Award dated 17th May, 2018 was attached with the said email dated 17th May, 2018. Additionally, later signed copy of the Addendum to the Award was also collected physically on behalf of petitioner on 01st June, 2018 from the office of Arbitral Tribunal. Email dated 14th August, 2018 sent by the Arbitral Tribunal to petitioner is reproduced as under:
> behalf of petitioner on 01st June, 2018 from the office of Arbitral Tribunal. Email dated 14th August, 2018 sent by the Arbitral Tribunal to petitioner is reproduced as under:
>
> "Arbitration between Ministry of Youth Affairs & Sports and E&Y/EKS
> MANJU KARGETI
> Tue 8/14/2018 4 : 15 PM
> To : Neeraj Choudhary neeraj.lawyer@gmail.com:
> Dear Sir,
>
> 1. A Scanned copy of the award dated 11/12/2017 was transmitted to you on 11/12/2017 itself by email, while signed copy of the award was sent to the Department of Sports, Ministry of Youth Affairs & Sports, Govt. of India on 13/12/2017 by Registered AD Post. A copy of the postal receipt is attached herewith. Please note that a signed copy of the award was also collected by Mr. Jyoti Kumar Mangalam from this office on 21.01.2018.

2. I may also point out that a scanned copy of addendum to the award dated 17.05.2018 was sent to you on the same day by email. In this regard please refer to my email dated 17.05.2018, addressed to you and others. A signed copy of addendum to the award was also collected by Mr. Jyoti Kumar Mangalam on 01.06.2018 from this office.

Regards
Manju
P.A. to Mr. Justice Anil Dev Singh"

45. It may be noted that along with the email dated 17th May, 2018 sent on behalf of the Arbitral Tribunal to the counsel for petitioner and other parties, scanned copy of the Addendum to the Award dated 17th May, 2018 was also mailed, which was a duly signed copy. Once a duly scanned signed copy of the Addendum to Award dated 17th May, 2018, had been received by petitioner, the period of limitation for the purposes of filing petition under Section 34 of the Arbitration Act for challenging the Award commenced. Subsequent act on behalf of petitioner of physically collecting signed copy of the said Addendum on 01st June, 2018 will not in any manner extend the limitation period to 01st June, 2018.

Subsequent act on behalf of petitioner of physically collecting signed copy of the said Addendum on 01st June, 2018 will not in any manner extend the limitation period to 01st June, 2018.

46. Even receipt of photocopy of a signed Award from an Arbitral Tribunal has been held to be receipt of Arbitral Award in terms of Section 31(5) of the Arbitration Act. It has categorically been held that there is no requirement in Section 34 of the Arbitration Act for filing ink signed copy of the Award. Thus, in the case of Continental Telepower Industries Ltd. v. Union of India, it has been held as follows:

"**14.** I also find that the legislature has while re-enacting the arbitration law made a conscious change in the provision as existing in 1940 Act. Section 14(1) of 1940 Act merely required the arbitrators to make and sign the award and to give notice in writing to parties of the making and signing thereof. There was no requirement therein as in Section 31(5) of the Act, that upon making of the award, deliver a signed copy

thereof to each party to arbitration as in Section 31(5). Under Section 14(2) of 1940 Act, a party to arbitration was required to request to the arbitrator to cause the award or a signed copy of it together with the arbitration record to be filed in the court, and whereafter the court was required to give notice to parties of filing of award. The award was required to be made rule of the court before being executable. However, under the 1996 Act, the award is executable as such, after limitation for filing objections with respect thereto has expired. The grounds of challenge have been considerably restricted. The law, with a view to limit the time whereafter the award becomes executable as a decree of court, has done away with the application of Section 5 of Limitation Act qua the petition for filing of award in the court. Rather by use of the expression "but not thereafter" in proviso to Section 34(3), intent is clear, not to permit the execution of an award to remain in a state of suspended animation. In my view, if it is to be held that a photocopy of a signed award delivered by the arbitrator under cover of letter signed by him in evidence of authentication thereof is not sufficient compliance of Section 31(5), it will lead to indefinite delays in execution and in filing of petition under Section 34(3) and till when the award is inexecutable. Such an interpretation will be an impediment in expediency in arbitration matters, the purpose behind bringing about change in law.
or under cover of letter signed by him in evidence of authentication thereof is not sufficient compliance of Section 31(5), it will lead to indefinite delays in execution and in filing of petition under Section 34(3) and till when the award is inexecutable. Such an interpretation will be an impediment in expediency in arbitration matters, the purpose behind bringing about change in law.

15. I have recently in Aktiebolaget Volvo v. R. Venkata Chalam, (2009) 160 DLT 100 on an interpretation of various provisions of CPC held that Order 7 Rule 14 and Order 8 Rule 1A requiring filing of documents do not mean the original document and it is open to the parties to, in compliance thereof, file copies/photocopies of the documents. The requirement to "produce" as distinct from "file" the original document for inspection is only at the stage of admission/denial or tendering documents into

evidence. In that context the definition of a document in Section 3 of Indian Evidence Act was also noted as including words printed, lithographed or photographed.
d, lithographed or photographed.

16. The Apex Court has been extending the meaning of primary as well as secondary evidence. It has been held in Prithi Chand v. State of Himachal Pradesh, (1989) 1 SCC 432 : AIR 1989 SC 702 that the carbon copy of the medical certificate bearing also the carbon copy of the signatures appended by the doctor on the original is primary evidence within the meaning of Section 62 of the Evidence Act and the judgments of the courts below holding otherwise were set aside. Similarly, in Y.N. Rao v. Y.V. Lakshmi, 1991 RLR 367 (SC) a photocopy of document has been held to be a secondary evidence within the meaning of Section 63 of the Indian Evidence Act. The judgment of the High Court refusing to see a foreign judgment and decree for the reason of copy provided being a photocopy was set aside.
1 RLR 367 (SC) a photocopy of document has been held to be a secondary evidence within the meaning of Section 63 of the Indian Evidence Act. The judgment of the High Court refusing to see a foreign judgment and decree for the reason of copy provided being a photocopy was set aside.

17. In the absence of there being any words in the Act to indicate the requirement of furnishing award in the form of primary evidence to the parties, the law if laid down so to require an 'ink signed' award would, in my opinion, lead to delays and also give a handle to the unscrupulous litigants to indefinitely delay the execution of the award by contending that the signed copies of the award had not been delivered.
18. Law has to evolve with changing technologies. In today's time it would be unfair to require the arbitrator to sign each and every copy of the award, especially when photocopy has become common place and is the accepted mode.
quire the arbitrator to sign each and every copy of the award, especially when photocopy has become common place and is the accepted mode.
xxx xxx xxx

21. I am also not inclined to believe the contention

that the letter dated 31st December, 2001 of the arbitrator, copy whereof is on the arbitral record and vide which the arbitrator complied with the request of the petitioner in its letter dated 24th December, 2001, had not been received by the petitioner. The said letter appears to have been issued in the normal course and cannot be disputed. The petitioner, also in its letter dated 24th December, 2001, only indicated an intention to execute the award and did not indicate any intention to file objections to the award. The petitioner appears to have decided to file objections after dismissal of the objections of the respondents-Union of India/BSNL to the award. As noticed above, there is no requirement in Section 34 of filing ink signed copy of the award therewith or of award being duly stamped before such petition can be preferred. In view of the pre-emptive language of proviso to Section 34(3), the petition under Section 34(1) ought to have been filed within three months of receipt of photocopy of the award. If the limitation for filing the petition under Section 34 of the Act is to be counted from say after a week of 26th November, 2001, then the petition is definitely barred by time and no application for condonation of delay is entertainable.
in three months of receipt of photocopy of the award. If the limitation for filing the petition under Section 34 of the Act is to be counted from say after a week of 26th November, 2001, then the petition is definitely barred by time and no application for condonation of delay is entertainable.
xxx xxx xxx"

47. When scanned signed copy of order dated 07th March, 2018 was received by petitioner by email dated 22nd May, 2018 and scanned signed copy of Addendum to Award dated 17th May, 2018 was received by the petitioner on 17th May, 2018 itself, the same was valid delivery in terms of Section 31(5) of the Arbitration Act. The law has to keep its pace in tandem with the developing technology. When service by email is an accepted mode of service, then sending scanned signed copy of the award/order of the Arbitral Tribunal to the parties would be a valid delivery as envisaged under Section 31(5) of the Arbitration Act.

48. A Division Bench of this Court in the case of Delhi Urban Shelter Improvement Board v. Lakhvinder Singh6 has held that the expression 'signed copy' in Section 31(5) of the Arbitration Act indicates the legislative intent

that a copy authenticated by the Arbitrator is served on each party. It was held that authenticity of correspondence in the technologically advanced times of today does not necessarily pertain to only signatures in writing, and it would be adverse to read the expression 'signed copy' of the award/order in a restrictive manner so as to connote a copy bearing the original signatures of the Arbitrator in his hand writing. Thus, it was held as follows:
trator in his hand writing. Thus, it was held as follows:

> "**15.** The reference to the case of ARK Builders Private Limited (supra) where there was a dispute as to the delivery of a copy of the award by the arbitrator, by the Appellant would be inapplicable since, in the present case, the delivery of the copy of the award is not in contention. The only question is whether the copy of the impugned award, delivered to DUSIB by the arbitrator was a signed copy. Similarly, the decision in Tecco Trichy Engineers & Contractors (supra) contemplates the initiation of the limitation described under Section 34 in the light of the delivery of the arbitral award to the party once the party "receives" the award; the same not being in dispute in the present case.
>
> **16.** As observed by the Single Judge, the expression 'signed copy' in Section 31(5) clearly indicates the legislative intent that a copy authenticated by the arbitrator is served on each party. The purpose of enacting the said provision is clearly to ensure that the parties receiving the award are in a position to act on the same. Emphasizing on this legislative intent, the Single Judge elaborated on how the authenticity of correspondence in the technologically advanced times of today does not necessarily pertain to only signatures in writing, and it would be adverse to read the expression "signed copy of the award" in a restrictive manner as to connote a copy bearing the original signatures of the arbitrator in his handwriting. The Single Judge cited Section 3(56) of the General Clauses Act, 1897 that defines 'sign' as under:
> "(56) - "sign", with its grammatical variations and cognate expressions, shall, with reference to a person who is unable to write his name, include "mark", with its grammatical variations and cognate expressions;"
>
> **17.** and also the various definitions of "sign" and "signature" as provided in Black's Law

Dictionary, Eighth Edition, to demonstrate the utility of such a sign or a signature, which is primarily for authentication purposes.

18. National Agricultural Co-operative Marketing Federation of Indian Ltd. v. R. Piyarelall Import and Export Ltd. AIR 2016 Cal 160, a Division Bench of the Calcutta High Court upheld the decision of the Single Judge rejecting the petition under Section 34 of the Act for setting aside an award on the ground of limitation, was also cited by the Single Judge, where the arbitral award was duly signed by all the three arbitrators and a certified copy of the award was forwarded to each of the parties by the Registrar of the Indian Council of Arbitration but the photocopy of the signed award was not signed in original by the arbitrators. Here, the Court held that:

> "**24** it was not the intention of legislature that all the copies of the award,- dispatched to the respective parties would have to be separately signed by the Learned arbitrators. A certified photocopy of the original award along with the signatures of the members of the Arbitral Tribunal would suffice.
> **25.** Had It been the legislative intent that all copies of the award required to be furnished to the respective parties to a multiparty arbitration, should actually be signed by members of the arbitral tribunal themselves and/or in other words, each of the copies should contain : the original signatures of the arbitrators. Parliament would perhaps, not have used the expression 'signed copy of the award' but used the expression 'a copy of the award, duly signed by the arbitrators', in Section 31(5) of the 1996 Act."
> xxx xxx xxx"

49. Considering the aforesaid, it is clear that valid delivery of the Addendum to Award dated 17th May, 2018 and order dated 07th March, 2018 took place respectively on 17th May, 2018 and 22nd May, 2018 in terms of Section 31(5) of the Arbitration Act. Thus, the period of limitation for filing of petition under Section 34 of the Arbitration Act in the present case commenced on 22nd May, 2018. Thus, the limitation period for filing the present petition was till 22nd August, 2018.

> **8.** It becomes pertinent to observe that before us it is not disputed that the e-mail attached a scanned copy of the signed Award. We, consequently, and bearing in mind the observations of the Court in Ministry of Youth Affairs & Sports, find no ground to interfere with the view taken by the learned Single Judge.
>
> **(Emphasis supplied)**

11. The singular argument voiced by the Appellant is that the Award was not served upon the party and was served only upon the counsel of the party, and such service does not fulfill the requirement of delivery under Section 31(5) of the A&C Act.

12. Section 31(5) of the A&C Act reads as under:

> "**31. Form and contents of arbitral award. —**
>
> ***
>
> (5) After the arbitral award is made, a signed copy shall be delivered to each party."

13. Learned Senior Counsel for the Appellant relies upon the judgment of the Hon'ble Supreme Court in the case of ***Benarsi Krishna Committee & Ors. vs. Karmyogi Shelters Pvt. Ltd.***[7], which relies upon the judgment of the Hon'ble Supreme Court in ***Union of India vs. Tecco Trichy Engineers and Contractors***[8].

14. Learned Senior Counsel also relied upon the judgment of this Court in ***Ministry of Health & Family Welfare & Anr. vs. M/s Hosmac Projects Division of Hosmac India Pvt. Ltd.***[9] dated 20.12.2023, to contend that Section 31(5) of the A&C Act mandates that the signed copy of the Award has to be delivered to each "party" and Section 2(1)(h) of the A&C Act defines "party" to mean a *party to an Arbitration Agreement*.

15. Learned Senior Counsel would contend that the service upon

[7] (2012) 9 SCC 496
[8] (2005) 4 SCC 239
[9] 2023 SCC OnLine Del 8296

the counsel was made despite the Ld. Arbitrator having full knowledge of the details of the Appellant's address and the same is also evidenced by, *inter alia*, the procedural order dated 27.1.2022.

16. It would be apposite to extract the relevant portions of the Judgment of the Hon'ble Supreme Court in ***Benarsi Krishna Committee (supra)***, and that of a Co-ordinate Bench of this Court in ***Ministry of Health & Family Welfare (supra)*** for the purpose of appreciating the position of law in respect of delivery in terms of Section 31(5) of the A&C Act.

17. The relevant portion of the Judgment in ***Benarsi Krishna Committee*** (***supra***) reads as follows:

> "**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(1)(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 [Karmyogi Shelters (P) Ltd. v. Benarsi Krishna Committee, AIR 2010 Del 156] of the Division Bench of the Delhi High Court impugned in these proceedings. The expression "party" has been amply dealt with in Tecco Trichy Engineers case [(2005) 4 SCC 239] and also in ARK Builders (P) Ltd. case [(2011) 4 SCC 616 : (2011) 2 SCC (Civ) 413] , 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(1)(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, which gives the party concerned the right to proceed under Section 34(3) of the aforesaid Act."
>
> **(Emphasis supplied)**

18. The Division Bench of this Court in ***Ministry of Health & Family Welfare (supra)*** observed the following:

> "**35.** Section 31 of the Act sets forth the form and content of an Arbitral Award. Sub-section (1) of Section 31 states that an arbitral Award shall be drawn out in the manner as prescribed by the Section and is to be signed by all members of the Arbitral Tribunal.
>
> **36**. Sub-section (5) of Section 31 of the Act provides that once an Award is made, a signed copy shall be delivered to each 'party'.
>
> **37**. A 'party' is defined by Clause (h) of sub-section (1) of Section 2 of the Act as a party to an Arbitration Agreement.
>
> **38**. The analysis of the provisions above shows that an Application for setting aside an Arbitral Award may be made by such party within three months from the date of its receipt unless the proviso is applicable and that limitation under Sub-section (3) of Section 34 of the Act commences on the date when the party has received the Arbitral Award.
>
> **39.** Who exactly constitutes "a party" in the context of monolithic organisations, such as the Government, has been interpreted by the Supreme Court in **Tecco Trichy** case. The Supreme Court has held that in order to constitute an effective service, a copy of an Award where such party is the Ministry of Railways, is to be delivered to a person who has the knowledge and is the best person to understand and appreciate an Award and to take decision for its challenge. The Court while calculating the date of service for the purposes of Section 34(3) of the Act, in this case, held that the date of receipt by the Chief Engineer and not the date of receipt/acknowledgement by the "inward clerk" at the office, was the date for the purposes of calculating limitation as follows:
>
> > "6…… Under sub-section (3) of Section 34 the limitation of 3 months commences from the date on which "the party making that application" had received the arbitral award. We have to see what is the meaning to be assigned to the term "party" and "party making the application" for setting aside the award in the context of the State or a department of the Government, more so a large organisation like the Railways.
> > …..

> 9. In the context of a huge organisation like the Railways, the copy of the award has to be received by the person who has knowledge of the proceedings and who would be the best person to understand and appreciate the arbitral award and also to take a decision in the matter of moving an application under sub-section (1) or (5) of Section 33 or under sub-section (1) of Section 34.
>
> 10. ….. Therefore, in our opinion, service of the arbitral award on the General Manager by way of receipt in his inwards office cannot be taken to be sufficient notice so as to activate the department to take appropriate steps in respect of and in regard to the award passed by the arbitrators to constitute the starting point of limitation for the purposes of Section 34(3) of the Act. The service of notice on the Chief Engineer on 19-3-2001 would be the starting point of limitation to challenge the award in the Court."
>
> [Emphasis is Ours]

40. The Supreme Court in **Benarsi Krishna** case, while relying on the Tecco Trichy case has held that the expression "party", as defined in Section 2(1)(h) of the Act, clearly indicates a person who is a "party" to an Arbitration Agreement. The said definition is not qualified in any way to include the agent of the party to such Agreement. The Benarsi Krishna case held that party as defined in Section 31(5) and Section 2(1)(h) of the Act can only mean the party themselves and not their agent, or their Advocate and to constitute proper compliance, only service on the party himself is required. The relevant extract is below:

> "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(1)(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 [Karmyogi Shelters (P) Ltd. v. Benarsi Krishna Committee, AIR 2010 Del 156] of the Division Bench of the Delhi High Court impugned in these proceedings. The expression "party" has been amply dealt with in Tecco Trichy Engineers case [(2005) 4 SCC 239] and also in ARK Builders (P) Ltd. case [(2011) 4 SCC 616 : (2011) 2 SCC (Civ) 413], 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(1)(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, which gives the party concerned the right to proceed under Section 34(3) of the aforesaid Act."

***

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

***

47. Every Arbitral Award as well as any corrigendum thereto must be served upon all of the parties in order for it to constitute valid service under sub-section (3) of Section 34 of the Act."

(Emphasis supplied)

19. The Appellant would thus, contend that the effect of the provision and the manner in which the same has been interpreted, would mandate that if an action has to be taken in a particular manner, it must be done in that manner only, otherwise, the same would be held to not have been done at all and for that reason, the admitted

service upon the counsel of the Appellant would not fall within the four corners of the law and would not therefore, constitute compliance with the provisions of Section 31(5) of the A&C Act.

20. The net result of the same would be that the period of limitation would only start running from the date on which the Appellant party itself was delivered a signed copy of the Award/judgment.

21. In the present case, admittedly, the Ld. Arbitrator passed and pronounced the Award on 04.11.2022. The scanned copy of the Award was e-mailed to the learned counsel for the parties by e-mail dated 09.11.2022. Reliance in respect of this is placed upon the e-mail dated 09.11.2022, which reads as follows: -

> "K <adv.singhal@gmail.com> Wed, Nov 9, 2022 at 4:41 PM
> To: chirag jamwal <chiragjamwal@yahoo.co.in>, Mukti Bodh <muktibodh1@gmail.com>
>
> Dear Mr. Jamwal & Mr. Bodh
> Please find herewith soft signed copies of Awards passed in both the Arbitration Matters. You may collect the Hard copies from the office of undersigned.
>
> Thanking You
> Kanhaiya Singhal
> Sole Arbitrator
> Mob: 9212424765"

22. It is evident that the Award was not sent to the address or the e-mail of the party herein. However, it is interesting to note that, while the Appellant Company denies having received the signed copy of the Award, there is no denial about the fact of the counsel for the Appellant having received the same, or that the counsel for the Appellant was not in touch with the Appellant party from 09.11.2022 to 23.12.2022, the date on which the Appellant herein allegedly received a physical signed copy of the Award.

23. The Ld. District Judge has considered this aspect in the following manner:

> "11. Admittedly, the impugned award was passed on 04.11.2022 and the signed scanned copy of the same has been sent by the Ld. Arbitrator on 09.11.2022 to both the counsels with direction to both the counsels to collect the original award from the office of the Ld. Arbitrator. The delivery of email is not disputed, however, stand taken by the petitioner is that the scanned copy of the arbitral award is not in the category of the delivery of the signed copy of the award, the signed copy was delivered/received by the party on 23.12.2022.
>
> 12. It is also contented by the counsel for the petitioner that the service of the scanned copy of the award is on the advocate of the petitioner and not to the petitioner. At this stage, it is pertinent to reproduce the address form placed by the respondent before the Ld. Arbitrator who is petitioner herein.
>
> BEFORE SH. KANHAIYA SINGHAL (ADVOCATE), SOLE ARBITRATOR, E-2, JANGPURA EXTENTION, NEW DELHI-110014
>
> In the matter of Arb. P.595/2019:
>
> Innovision Ltd. ... Claimant
> Versus
> Facility Plus Estate Management Pvt. Ltd. .... Respondent
>
> ADDRESS FORM FOR SERVICE OF SUMMONS / NOTICES / CORRESPONDENCES UPON THE RESPONDENT
>
> Mukti Bodh
> Advocate
> Ch. No. 742, Western Wing
> Tis Hazari Courts, Delhi-110054
> Mob.: 9958944220
> Email: muktibodh1@gmail.com
>
> AND
>
> Facility Plus Estate Management Private Ltd.
> Plot No. 14, Jassola, Behind Appolo Hospital, New Delhi-110019
> Mob.9711800236
> Email: VipinSharma@omaxe.com
> Delhi
> Dated: 14 04/2022
>
> Mukti Bodh & Co.

Advocates
742, Western Wing
Tis Hazari Courts, Delhi- 110054

It is also pertinent to reproduced the memo of parties in the present petition as under:

FACILITY PLUS ESTATE MANAGEMENT PVT. LTD.
through its Authorised Representative
Plot No. 14, Jassola,
Behind Appolo Hospital
New Delhi – 110019
Email : muktibodh1@gmail.com
M. 9958944220 ....Petitioner

VERSUS

INNOVISION LTD.
Corp. Office : Plot No. 251, 1st floor,
Udhyog Vihar, Phase- IV
Gurugram, Haryana- 201301
(Through, its Managing Director/AR)
Email : info@innovision.co.in ….Respondent

The petitioner being the respondent before the Ld. Arbitrator mentioned the email muktibod1@gmail.com in address form and this email is also mentioned in the memo of parties in present petition filed before this court. Therefore, now petitioner is precluded from raising the plea that the Ld. Arbitrator has not sent the scanned copy of the award to the petitioner but only to the advocate. The Ld. Arbitrator had sent a signed scanned copy of the award to the email mentioned in the address form.

13. Now the issue before this court, whether the period of limitation will start from 09.11.2022 when the scanned copy of the duly signed award was delivered through email or receiving of the physical copy by the petitioner on 23.12.2022. Hon'ble Delhi High Court in case title 'Ministry of Youth Affairs (Supra) directly dealt on this issue in that case also the award was delivered through scanned signed copy. The relevant paras of the said judgment are reproduced as under:

> "...40. **Period of limitation for filing an application under Section 34 of the Arbitration Act would commence only after valid delivery of the Award under Section 31(5) of the Arbitration Act. It may be noted that making and delivery of the Award are two different stages of an arbitration proceeding. Therefore, in order to**

adjudicate the issue whether or not the present petition is barred by limitation, the dates on which the aforesaid orders dated 07 th March, 2018 and 17th May, 2018 were received by the petitioner in terms of Section 31(5) of the Arbitration Act, would be pertinent. In this regard, Supreme Court in the case of Dakshin Haryana Bijli Vitran Nigam Limited Vs. Navigant Technologies Pvt. Ltd. 4, held as follows:

> "28. In Union of India v. Tecco Trichy Engineers & Contractors [Union of India v. Tecco Trichy Engineers & Contractors, (2005) 4 SCC 239] , a three-Judge Bench of this Court held that the period of limitation for filing an application under Section 34 would commence only after a valid delivery of the award takes place under Section 31(5) of the Act. In para 8, it was held as under: (SCC p. 243, para 8) "8.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 sets 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 under Section 33(4) and an application for setting aside an award under Section 34(3) and so on. 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."
>
> (emphasis supplied)
>
> 29. The judgment in Tecco Trichy Engineers [Union of India v. Tecco Trichy Engineers & Contractors, (2005) 4 SCC 239] was followed in State of Maharashtra v. ARK Builders (P) Ltd. [State of Maharashtra v. ARK Builders (P) Ltd., (2011) 4 SCC 616 : (2011) 2 SCC (Civ) 413], wherein this Court held that Section 31(1) obliges the members of the

> Arbitral Tribunal to make the award in writing and sign it. The legal requirement under subsection (5) of Section 31 is the delivery of a copy of the award signed by the members of the Arbitral Tribunal/arbitrator, and not any copy of the award. On a harmonious construction of Section 31(5) read with Section 34(3), the period of limitation prescribed for filing objections would commence only from the date when the signed copy of the award is delivered to the party making the application for setting aside the award. If the law prescribes that a copy of the award is to be communicated, delivered, despatched, forwarded, rendered, or sent to the parties concerned in a particular way, and since the law sets a period of limitation for challenging the award in question by the aggrieved party, then the period of limitation can only commence from the date on which the award was received by the party concerned in the manner prescribed by law. The judgment in Tecco Trichy [Union of India v. Tecco Trichy Engineers & Contractors, (2005) 4 SCC 239] has been recently followed in Anilkumar Jinabhai Patel v. Pravinchandra Jinabhai Patel [Anilkumar Jinabhai Patel v. Pravinchandra Jinabhai Patel, (2018) 15 SCC 178: (2019) 1 SCC (Civ) 141].
> xxx xxx xxx"

41. In the present case, it has been contended on behalf of petitioner that it received copy of order dated 07 th March, 2018 disposing of its request under Section 33(1) of the Arbitration Act only by way of email dated 22nd May, 2018. The petitioner itself has admitted to the said position in para (xliv) of the petition, wherein it has been stated as follows:

> "(xliv) That in reference to the above communication of the Petitioner, the Tribunal supplied the copy of order dated 07.03.2018 to the Petitioner on 22.05.2018."

42. **In the email dated 22nd May, 2018, the Arbitral Tribunal has stated that the copy of order dated 07th March, 2018 was sent to the parties by registered post. This Court has perused the Arbitral record. However, from perusal of the Arbitral record it is not possible to conclude that copy of order dated 07th March, 2018 was received by the petitioner by registered post**. In view thereof, this Court accepts the plea of petitioner that it received copy of order dated 07th March, 2018 from the Arbitral Tribunal on 22nd May,

2018, upon request in this regard to the Arbitral Tribunal.

43. As regards the Addendum to Award dated 17th May, 2018 passed by Arbitral Tribunal, the documents on record clearly show that the said Addendum to Award was received by petitioner by email sent on behalf of the Arbitral Tribunal on the same day, i.e., 17th May, 2018. By email dated 17 th May, 2018, scanned copy of Addendum to Award dated 17th May, 2018 was mailed to the counsel for petitioner, who in turn forwarded the same to the petitioner on its official mail. The said email dated 17th May, 2018 has been filed on behalf of the petitioner itself, which clearly shows receipt of the scanned copy of the Addendum to Award dated 17th May, 2018 by petitioner as well as its lawyer.

44. The contention on behalf of the petitioner that signed copy of the Addendum to Award dated 17th May, 2018 was provided to the petitioner only on 01st June, 2018, is found to be without any merit. Email dated 17th May, 2018 sent on behalf of the Arbitral Tribunal to the counsel for the petitioner clearly shows that the Addendum to the Award dated 17th May, 2018 was attached with the said email dated 17th May, 2018. Additionally, later signed copy of the Addendum to the Award was also collected physically on behalf of petitioner on 01st June, 2018 from the office of Arbitral Tribunal. Email dated 14th August, 2018 sent by the Arbitral Tribunal to petitioner is reproduced as under:

> "Arbitration between Ministry of Youth Affairs & Sports and E&Y/EKS
> MANJU KARGETI
> Tue 8/14/2018 4:15 PM
> To: Neeraj Choudhary neeraj.lawyer@gmail.com:
> Dear Sir,
>
> 1. A Scanned copy of the award dated 11/12/2017 was transmitted to you on 11/12/2017 itself by email, while signed copy of the award was sent to the Department of Sports, Ministry of Youth Affairs & Sports, Govt. of India on 13/12/2017 by Registered AD Post. A copy of the postal receipt is attached herewith. Please note that a signed copy of the award was also collected by Mr. Jyoti Kumar Mangalam from this office on 21.01.2018.
>
> 2. I may also point out that a scanned copy of addendum to the award dated 17.05.2018 was sent to you on the same day by email. In this regard please refer to my email dated 17.05.2018, addressed to you

> and others. A signed copy of addendum to the award was also collected by Mr. Jyoti Kumar Mangalam on 01.06.2018 from this office.
> Regards
> Manju
> P.A. to Mr. Justice Anil Dev Singh ”

45. It may be noted that along with the email dated 17th May, 2018 sent on behalf of the Arbitral Tribunal to the counsel for petitioner and other parties, scanned copy of the Addendum to the Award dated 17th May, 2018 was also mailed, which was a duly signed copy. Once a duly scanned signed copy of the Addendum to Award dated 17th May, 2018, had been received by petitioner, the period of limitation for the purposes of filing petition under Section 34 of the Arbitration Act for challenging the Award commenced. Subsequent act on behalf of petitioner of physically collecting signed copy of the said Addendum on 01st June, 2018 will not in any manner extend the limitation period to 01st June, 2018.

46. **Even receipt of photocopy of a signed Award from an Arbitral Tribunal has been held to be receipt of Arbitral Award in terms of Section 31(5) of the Arbitration Act.** It has categorically been held that there is no requirement in Section 34 of the Arbitration Act for filing ink signed copy of the Award. Thus, in the case of Continental Telepower Industries Ltd. Vs. Union of India and Ors. 5, it has been held as follows:

> “14. I also find that the legislature has while re-enacting the arbitration law made a conscious change in the provision as existing in 1940 Act. Section 14(1) of 1940 Act merely required the arbitrators to make and sign the award and to give notice in writing to parties of the making and signing thereof. There was no requirement therein as in Section 31(5) of the Act, that upon making of the award, deliver a signed copy thereof to each party to arbitration as in Section 31(5). Under Section 14(2) of 1940 Act, a party to arbitration was required to request to the arbitrator to cause the award or a signed copy of it together with the arbitration record to be filed in the court, and whereafter the court was required to give notice to parties of filing of award. The award was required to be made rule of the court before being executable. However, under the 1996 Act, the award is executable as such, after limitation for filing objections with respect thereto has expired. The grounds of challenge have been considerably

restricted. The law, with a view to limit the time whereafter the award becomes executable as a decree of court, has done away with the application of Section 5 of Limitation Act qua the petition for filing of award in the court. Rather by use of the expression "but not thereafter" in proviso to Section 34(3), intent is clear, not to permit the execution of an award to remain in a state of suspended animation. **In my view, if it is to be held that a photocopy of a signed award delivered by the arbitrator under cover of letter signed by him in evidence of authentication thereof is not sufficient compliance of Section 31(5)**, it will lead to indefinite delays in execution and in filing of petition under Section 34(3) and till when the award is inexecutable. Such an interpretation will be an impediment in expediency in arbitration matters, the purpose behind bringing about change in law.

15. I have recently in Aktiebolaget Volvo v. R. Venkata Chalam, 160 (2009) DLT 100 on an interpretation of various provisions of CPC held that Order 7 Rule 14 and Order 8 Rule 1A requiring filing of documents do not mean the original document and it is open to the parties to, in compliance thereof, file copies/photocopies of the documents. The requirement to "produce" as distinct from "file" the original document for inspection is only at the stage of admission/denial or tendering documents into evidence. In that context the definition of a document in Section 3 of Indian Evidence Act was also noted as including words printed, lithographed or photographed.

16. The Apex Court has been extending the meaning of primary as well as secondary evidence. It has been held in Prithi Chand v. State of Himachal Pradesh, (1989) 1 SCC 432 : AIR 1989 SC 702 that the carbon copy of the medical certificate bearing also the carbon copy of the signatures appended by the doctor on the original is primary evidence within the meaning of Section 62 of the Evidence Act and the judgments of the courts below holding otherwise were set aside.Similarly, in Y.N. Rao v. Y.V. Lakshmi, 1991 Raj. LR 367 (SC) a photocopy of document has been held to be a secondary evidence within the meaning of Section 63 of the Indian Evidence Act. The judgment of the High Court

refusing to see a foreign judgment and decree for the reason of copy provided being a photocopy was set aside.

17. **In the absence of there being any words in the Act to indicate the requirement of furnishing award in the form of primary evidence to the parties, the law if laid down so to require an, "ink signed" award would, in my opinion, lead to delays and also give a handle to the unscrupulous litigants to indefinitely delay the execution of the award by contending that the signed copies of the award had not been delivered.**

18. Law has to evolve **with changing technologies. In today's time it would be unfair to require the arbitrator to sign each and every copy of the award, especially when photocopy has become common place and is the accepted mode**.
xxx xxx xxx

21. I am also not inclined to believe the contention that the letter dated 31st December, 2001 of the arbitrator, copy whereof is on the arbitral record and vide which the arbitrator complied with the request of the petitioner in its letter dated 24th December, 2001, had not been received by the petitioner. The said letter appears to have been issued in the normal course and cannot be disputed. The petitioner, also in its letter dated 24th December, 2001, only indicated an intention to execute the award and did not indicate any intention to file objections to the award. The petitioner appears to have decided to file objections after dismissal of the objections of the respondents-Union of India/BSNL to the award. As noticed above, there is no requirement in Section 34 of filing ink signed copy of the award therewith or of award being duly stamped before such petition can be preferred. In view of the pre-emptive language of proviso to Section 34(3), the petition under Section 34(1) ought to have been filed within three months of receipt of photocopy of the award. If the limitation for filing the petition under Section 34 of the Act is to be counted from say after a week of 26th November, 2001, then the petition is definitely barred by time and no application for condonation of delay is entertainable.
xxx xxx xxx"

47. **When scanned signed copy of order dated 07th March, 2018 was received by petitioner by email dated 22nd May, 2018 and scanned signed copy of Addendum to Award dated 17th May, 2018 was received by the petitioner on 17th May, 2018 itself, the same was valid delivery in terms of Section 31(5) of the Arbitration Act. The law has to keep its pace in tandem with the developing technology. When service by email is an accepted mode of service, then sending scanned signed copy of the award/order of the Arbitral Tribunal to the parties would be a valid delivery as envisaged under Section 31(5) of the Arbitration Act.**

48. A Division Bench of this Court in the case of Delhi Urban Shelter Improvement Board Vs. Lakhvinder Singh 6 has held that the expression „signed copy in Section ‟ 31(5) of the Arbitration Act indicates the legislative intent that a copy authenticated by the Arbitrator is served on each party. It was held that authenticity of correspondence in the technologically advanced times of today does not necessarily pertain to only signatures in writing, and it would be adverse to read the expression „signed copy‟ of the award/order in a restrictive manner so as to connote a copy bearing the original signatures of the Arbitrator in his hand writing. Thus, it was held as follows:

> “15. The reference to the case of ARK Builders Private Limited (supra) where there was a dispute as to the delivery of a copy of the award by the arbitrator, by the Appellant would be inapplicable since, in the present case, the delivery of the copy of the award is not in contention. The only question is whether the copy of the impugned award, delivered to DUSIB by the arbitrator was a signed copy. Similarly, the decision in Tecco Trichy Engineers & Contractors (supra) contemplates the initiation of the limitation described under Section 34 in the light of the delivery of the arbitral award to the party once the party “receives” the award; the same not being in dispute in the present case.
>
> 16. As observed by the Single Judge, the expression „signed copy in Section ‟ 31(5) clearly indicates the legislative intent that a copy authenticated by the arbitrator is served on each party. The purpose of enacting the said provision is clearly to ensure that the parties receiving the award are in a position to act on the same. Emphasizing on this legislative

intent, **the Single Judge elaborated on how the authenticity of correspondence in the technologically advanced times of today does not necessarily pertain to only signatures in writing, and it would be adverse to read the expression "signed copy of the award" in a restrictive manner as to connote a copy bearing the original signatures of the arbitrator in his handwriting. The Single Judge cited Section 3(56) of the General Clauses Act, 1897 that defines „sign" as under**:

"(56) - "sign", with its grammatical variations and cognate expressions, shall, with reference to a person who is unable to write his name, include "mark", with its grammatical variations and cognate expressions;"

17. and also the various definitions of "sign" and "signature" as provided in Black's Law Dictionary, Eighth Edition, to demonstrate the utility of such a sign or a signature, which is primarily for authentication purposes.

18. National Agricultural Co-operative Marketing Federation of Indian Ltd. v. R. Piyarelall Import and Export Ltd. AIR 2016 Cal 160, a Division Bench of the Calcutta High Court upheld the decision of the Single Judge rejecting the petition under Section 34 of the Act for setting aside an award on the ground of limitation, was also cited by the Single Judge, where the arbitral award was duly signed by all the three arbitrators and a certified copy of the award was forwarded to each of the parties by the Registrar of the Indian Council of Arbitration but the photocopy of the signed award was not signed in original by the arbitrators. Here, the Court held that:

> "24 it was not the intention of legislature that all the copies of the award,- dispatched to the respective parties would have to be separately signed by the Learned arbitrators. A certified photocopy of the original award along with the signatures of the members of the Arbitral Tribunal would suffice.
>
> 25. Had It been the legislative intent that all copies of the award required to be furnished to the respective parties to a multiparty

> arbitration, should actually be signed by members of the arbitral tribunal themselves and/or in other words, each of the copies should contain: the original signatures of the arbitrators. Parliament would perhaps, not have used the expression „signed copy of the award but used the expression " „a copy of the award, duly signed by the arbitrators", in Section 31(5) of the 1996 Act."
> xxx xxx xxx"
>
> 49. Considering the aforesaid, it is clear that valid delivery of the Addendum to Award dated 17 th May, 2018 and order dated 07th March, 2018 took place respectively on 17th May, 2018 and 22nd May, 2018 in terms of Section 31(5) of the Arbitration Act. Thus, the period of limitation for filing of petition under Section 34 of the Arbitration Act in the present case commenced on 22nd May, 2018. Thus, the limitation period for filing the present petition was till 22nd August, 2018..."

14. As per mandate of above judgment, signed scanned copy is sufficient in compliance of Section 31 (5) of Arbitration and Conciliation Act. The scanned copy of the signed award has been received on 09.11.2022 itself, however despite directions, the petitioner not collected the physical signed copy till 23.12.2022. The petitioner therefore, cannot be given any benefit for its wrong and the limitation period for filing the objections under section 34 of Arbitration and Conciliation Act will start from 09.11.2022 which will expire after 90 days, thereafter 30 days extension could be given on reasonable ground, however, in present case this petition was filed through email on 22.03.2023 even after expiry of 120 days, therefore, barred by limitation. The judgment as relied by the petitioner are of no help to him in present facts and circumstances.

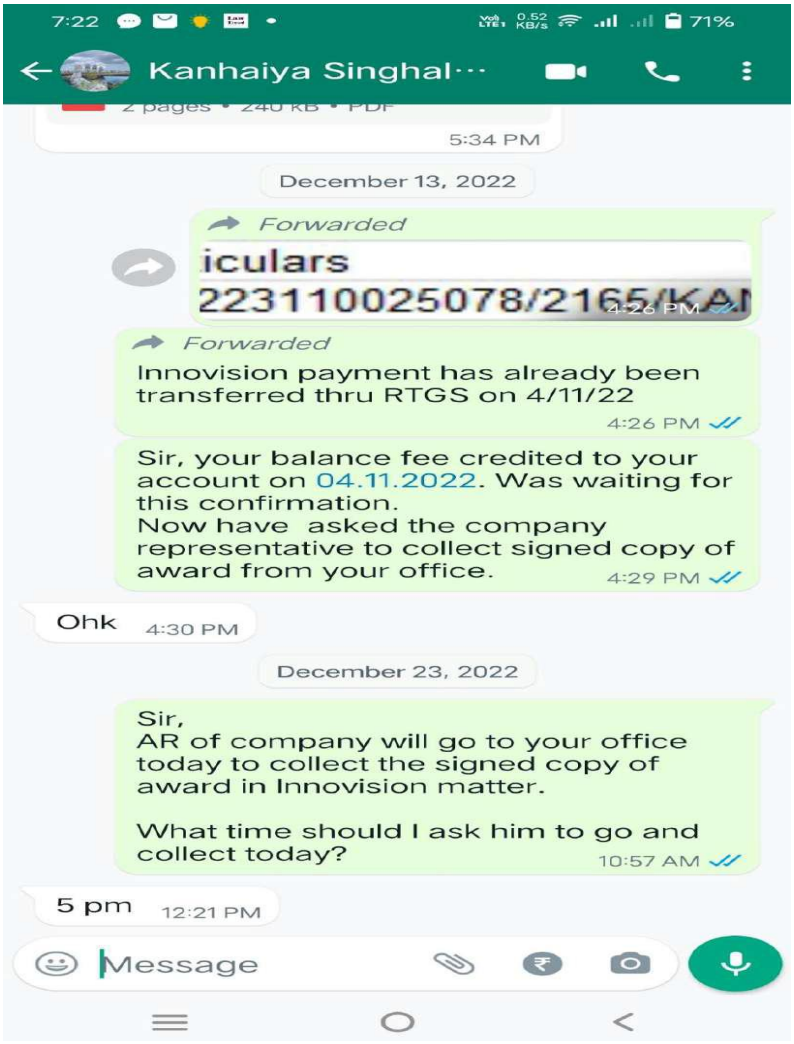
15. In view of the above discussions, the present petition under section 34 of Arbitration and Conciliation Act is barred by limitation hence dismissed and disposed of accordingly."

(**Emphasis supplied**)

24. The Court, however, notes that the said plea is a highly technical plea taken by the Appellant herein. Much needs to be said about the plea taken by the Counsel for the Appellant herein.

However, we refrain from doing so.

25. To this effect, this Court notes the WhatsApp Message, which reads as follows:



26. The message seems to suggest that perhaps only the collection of the physical signed copy of the Award was contemplated. This Court, however, cannot, in exercise of its jurisdiction under Section 37 of the A&C Act conduct a fact-finding exercise as to whether the scanned copy of the Award was, in fact, conveyed to the party or not. This becomes particularly important, in view of the fact that, it is the very same counsel who represented the Appellant before Ld.

Arbitrator and the proceedings before the Ld. District Judge and who is also representing the Appellant in the present appeal.

27. The said WhatsApp Message also reveals that the counsel for the Appellant had asked the AR of the Appellant Company to collect the signed copy of the Award from the office of the Ld. Arbitrator on 13.12.2022. However, it appears that no AR collected the Award on that day. The said screenshot of the WhatsApp Messages also seems to indicate that, in fact, the AR of the Appellant Company thereafter only went to collect the award on 23.12.2022. There seems to be absolutely no explanation as to why the signed copy of the Award was not collected from the office of the Ld. Arbitrator on 13.12.2022, despite the counsel of the Appellant having fairly stated that the AR would be collecting the signed copy of the Award.

28. In our view, the act of the AR of the Appellant Company choosing his own date and time for collecting the signed copy of the Award and the counsel for the Appellant raising the technical plea of the "Party" not receiving the award, in spite of admitted receipt of the same by him, requires consideration.

29. This aspect, coupled with the fact of the same counsel consistently representing the Appellant throughout the length and breadth of the proceedings also leads us to believe that the same tests the rigors of the Judgment of the Hon'ble Supreme Court in ***Benarsi Krishna Committee*** (***supra***).

30. However, in view of the categorical finding of the Hon'ble Supreme Court and the interpretation of Section 31(4) of the A&C Act in ***Benarsi Krishna Committee*** (***supra***), this Court, in exercise of its powers under Section 37 of the A&C Act, is mandated to allow the Appeals.

31. The present appeals, along with pending application(s), if any, stand disposed of in the above terms.

SUBRAMONIUM PRASAD, J

HARISH VAIDYANATHAN SHANKAR, J

MAY 01, 2025/*akc/er*