

Delhi High Court Holds Receipt of Signed Arbitral Award by Counsel Triggers Limitation Under Section 34

Authors: Vasanth Rajasekaran* and **Harshvardhan Korada****

Introduction

In *Union of India v. M/s ISC-YUG (JV)*¹, the Delhi High Court considered whether petitions challenging an arbitral award under Section 34 of the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") were within limitation when the signed award had been collected by the petitioner's counsel, but was allegedly not delivered directly to the petitioner. The Court held that, in the absence of any contemporaneous restriction upon counsel's authority, receipt of the signed award by the advocate representing the party constituted valid receipt under Section 31(5) and triggered limitation under Section 34(3). A party could not revive or postpone limitation by subsequently obtaining another copy of the award after execution proceedings had commenced. The petitions were consequently dismissed as hopelessly barred by limitation.

Facts

The Union of India had awarded two sets of construction works to M/s ISC-YUG (JV) pursuant to a tender dated 9 September 2016 and separate Letters of Acceptance dated 2 December 2016 and 16 January 2017. The parties thereafter executed a contract agreement dated 6 April 2017.

Disputes arose during the performance of the works and were referred to arbitration. The learned Sole Arbitrator rendered a common award dated 22 September 2023 in ARB. Nos. 141 and 142 of 2023 ("**the Award**"). The Award was pronounced through video conferencing on the same date.

The Union of India asserted that a signed copy of the Award had not been delivered directly to it in accordance with Section 31(5) of the Arbitration Act. It was, however, undisputed that the advocate who had represented the Union of India in the arbitral proceedings collected the signed copy on 9 October 2023.

The award-holder subsequently instituted execution proceedings. Only thereafter, on 16 July 2024, did the Union of India approach the Delhi International Arbitration Centre seeking a copy of the Award. It claimed to have received a "copy to copy" of the Award on 18 July 2024 and treated that date as the commencement of limitation for filing its challenges under Section 34.

The Union of India then filed two connected Section 34 petitions challenging the common Award. The petitions were accompanied by applications seeking condonation of delays of 59 days and 100 days respectively in re-filing. Before the Court considered either the merits of the challenges or the re-filing applications, the respondent raised a preliminary objection that the original

petitions themselves had been instituted beyond the maximum period permitted under Section 34(3).

The Dispute Over Commencement of Limitation

The respondent argued that limitation had commenced no later than 9 October 2023, when the signed Award was collected by the Union of India's counsel. It was emphasised that the petitions acknowledged this receipt but did not plead that counsel lacked authority to collect the Award or that counsel had failed to transmit it to the petitioner. The respondent further submitted that the petitioner had knowledge of the Award from the date of its pronouncement and had remained inactive until the commencement of execution proceedings.

The Union of India contended that service upon its counsel was legally insufficient and that limitation could begin only when the signed Award was delivered to the party itself. Relying upon *State of Maharashtra v. ARK Builders (P) Ltd.*², it argued that receipt of a signed copy in compliance with Section 31(5) was essential before the period under Section 34(3) could commence. It also relied upon an affidavit dated 4 May 2026 from its Authorised Officer, which asserted that the former counsel had not been authorised to collect the Award.

Findings of the Delhi High Court

The Statutory Timeline Under Section 34(3) Is Mandatory:

The Court reiterated that an application to set aside an arbitral award must ordinarily be filed within three months from the date on which the applicant receives the award. The Court may entertain the application within a further period of thirty days if sufficient cause is established, but has no jurisdiction to condone any delay beyond that outer limit.

Relying upon *Union of India v. Popular Construction Co.*³ and *Simplex Infrastructure Ltd. v. Union of India*⁴, the Court observed that the words "but not thereafter" in the proviso to Section 34(3) create a complete statutory embargo. A petition filed beyond the prescribed period is not a valid recourse against the award under Section 34 and cannot be entertained through a general exercise of discretion.

Receipt of the Signed Award by Counsel Was Valid Receipt:

The Court found it undisputed that the petitioner's advocate had collected the signed Award on 9 October 2023. An advocate representing a party in arbitral proceedings acts as the party's recognised agent for acts incidental to those proceedings unless the authority conferred upon the advocate is shown to have been specifically restricted.

No contemporaneous material demonstrated that the former counsel's authority had been curtailed or that the arbitral tribunal or DIAC had been informed that the advocate could not receive the Award. In those

circumstances, receipt by counsel constituted valid receipt for the purposes of Sections 31(5) and 34(3) of the Arbitration Act.

The Court also considered the manner in which the petitions had been framed. Although the petitioner repeatedly asserted that it had not personally received the Award, it did not plead that its counsel lacked authority to collect it. Nor did it state that counsel had failed to communicate or transmit the Award after collection. These omissions concerned material facts and substantially weakened the attempt to distinguish receipt by counsel from receipt by the party.

A Belated, Self-Serving Affidavit Could Not Displace the Record:

The affidavit dated 4 May 2026 did not assist the petitioner. It had been filed nearly two years after the institution of the proceedings and only after the respondent raised the limitation objection. The affidavit contained a bare assertion that the former counsel lacked authority, without producing any contemporaneous instructions, correspondence, or objection supporting that assertion.

The Court had earlier directed the petitioner to clarify the circumstances in which counsel collected the Award and the authority under which it was received. The subsequent affidavit did not explain how the advocate came to collect the signed Award, the basis upon which his authority was now denied, or whether the Award was transmitted to the petitioner. The Court therefore treated the affidavit as insufficient to displace the admitted factual position.

Knowledge Followed by Inaction Could Not Be Used to Postpone Limitation:

The Court further noted that the petitioner knew that the Award had been pronounced on 22 September 2023. Even assuming that it had not received a copy, ordinary diligence required it to promptly seek delivery of the signed Award from the arbitrator or DIAC. Instead, no step was taken during the statutory period.

The request for another copy was made only after the respondent initiated execution proceedings. The Court held that a litigant could not benefit from its own inactivity and then argue that limitation commenced only when it chose to obtain a further copy several months later. Such an interpretation would enable parties to indefinitely defer the finality of arbitral awards and would defeat the legislative purpose underlying Section 34(3).

Obtaining Another Copy Did Not Restart Limitation:

The Court rejected the submission that the "copy to copy" received from DIAC on 18 July 2024 gave rise to a fresh period of limitation. Once the signed Award had validly been received by the petitioner's counsel on 9 October 2023, the statutory clock had begun to run. A later application for and receipt of another copy could neither suspend nor restart that period.

The reliance upon *ARK Builders* was therefore misplaced. The Court accepted the general principle that limitation commences upon delivery of a signed award under Section 31(5). However, that principle did not assist a party whose counsel had already received the signed Award and which subsequently attempted to revive limitation by obtaining another copy.

Applications Concerning Delay in Re-filing Were Academic:

The Court clarified that delay in re-filing assumes relevance only where the original institution of the petition was within the period prescribed by law. Since the Section 34 petitions were themselves filed after expiry of the maximum statutory period, the applications seeking condonation of re-filing delays of 59 days and 100 days could not improve the petitioner's position.

Conclusion

The Delhi High Court held that limitation commenced on 9 October 2023, when the signed Award was received by the advocate who had represented the Union of India in the arbitral proceedings. The petitioner failed to establish any contemporaneous restriction upon counsel's authority or any factual basis for treating the receipt as legally ineffective.

The subsequent receipt of another copy from DIAC on 18 July 2024 did not give rise to a fresh period of limitation. Since the petitions had been instituted beyond the outer limit prescribed under Section 34(3), the Court lacked jurisdiction to entertain them. The preliminary objection was sustained and both petitions, together with the pending applications, were dismissed. No order as to costs was made.

Comment

The judgment reinforces the strict and final nature of the limitation regime governing challenges to arbitral awards. Section 34(3) is intended to prevent prolonged uncertainty after an award has been made. Once a signed award is validly received through the legal representative handling the arbitration, a party cannot postpone the statutory deadline by relying upon internal communication failures or by procuring another copy at a later stage.

The decision is also a reminder that parties must clearly define and document any limitation upon the authority of their advocates. A restriction asserted only after limitation has expired, without contemporaneous instructions or objections, is unlikely to displace the ordinary presumption that counsel is authorised to undertake procedural acts incidental to the representation.

More broadly, the ruling places responsibility upon litigants to act with diligence once they know that an award has been pronounced. Knowledge of the award followed by prolonged inactivity, selective pleadings, and a belated request for another copy cannot be used to defeat the statutory objective of expedition and finality in arbitration.

Endnotes

1. *Union of India v. M/s ISC-YUG (JV)*, O.M.P. (COMM) 2 of 2025 and O.M.P. (COMM) 7 of 2025 (Delhi High Court, judgment dated 6 July 2026).
2. *State of Maharashtra v. ARK Builders (P) Ltd.*, (2011) 4 SCC 616.
3. *Union of India v. Popular Construction Co.*, (2001) 8 SCC 470.
4. *Simplex Infrastructure Ltd. v. Union of India*, (2019) 2 SCC 455.

* **Vasanth Rajasekaran** is the Head and Founder of Trinity Chambers, Delhi.

** **Harshvardhan Korada** is a Counsel at Trinity Chambers, Delhi.

Contact

For any query, help or assistance, please reach out at info@trinitychambers.in or visit us at www.trinitychambers.in.

Authors



Vasanth Rajasekaran
Founder & Head
vasanth@trinitychambers.in



Harshvardhan Korada
Counsel
harshvardhan@trinitychambers.in