



OP(C) No.1828 OF 2026

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2026:KER:81403

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE MOHAMMED NIAS C.P.

MONDAY, THE 26th DAY OF OCTOBER 2026 / 4th KARTHIKA, 1948

OP(C) NO. 1828 OF 2026

AGAINST THE ORDER DATED 04.06.2026 IN IA 3/2025 IN
OPARB NO.4 OF 2024 OF ADDITIONAL SUB COURT, KOTTAYAM

PETITIONER/RESPONDENT/CLAIMANT:

P.K. KRISHNAMURTHY, AGED 70 YEARS,
S/o LATE P.S. KRISHNAN, G-41 1 CROSS ROAD,
PANAMPILLY NAGAR, ERNAKULAM -682036 AND HAVING
RESIDENCE AT BUILDING NO/39/5371, 1ST FLOOR,
4TH CROSS ROAD, PANAMPILLY NAGAR, ERNAKULAM,
PIN - 682036

BY ADVS. SHRI.S.MURALI
SHRI.ASLAM K.K.

RESPONDENT/PETITIONER/RESPONDENT:

C.V. JAMES, AGED 75 YEARS,
S/O VARGHESE, MUNDAMPILLIL HOUSE, KAJIRAPPILLY,
PROPRIETOR, SUKHODAYA HOSPITAL, KANJIRAPPILLY,
KOTTAYAM DISTRICT, PIN - 686507

BY ADV SHRI.AYPE JOSEPH

THIS OP (CIVIL) HAVING BEEN FINALLY HEARD ON
14.10.2026, THE COURT ON 26.10.2026 DELIVERED THE
FOLLOWING:

**C.R.****JUDGMENT**

The petitioner challenges Ext.P6 order in I.A.No.3 of 2025, whereby the Additional Sub Court, Kottayam, rejected his plea that OP(Arb) No.04 of 2024, filed by the respondent under Section 34 of the Arbitration and Conciliation Act, 1996 (“the Act”), is barred by limitation.

2. In Arbitration Claim No.1 of 2023, filed by the petitioner, an award was passed in his favour on 26.03.2024. The respondent challenged it in OP(Arb) No.04 of 2024. The petitioner contends that the respondent was served with an unsigned copy of the award on 08.04.2024 and that limitation under Section 34(3) began to run from that date. The respondent contends that he obtained a duly signed copy only on 23.06.2024, and that limitation runs from that date.

3. The Court below held that until a duly signed copy of the



award, as contemplated by the Act, is delivered to the party, there is no valid or deemed delivery in the eyes of law, and that limitation under Section 34(3) therefore commenced only on 23.06.2024.

4. The learned counsel for the petitioner submits that the respondent received an authenticated copy on 08.04.2024, though not signed by the Arbitrator, and was aware of its contents; limitation therefore began on that date. It is further argued that, as the appendix to the order shows that no documents other than Exts.A1 to A3 were produced, the Court below erred in accepting the respondent's contention.

5. The learned counsel for the respondent submits that the Arbitrator's proceedings dated 23.06.2024 show that the respondent had not collected the award, and that the copy received on 08.04.2024 was one sent by speed post by the petitioner's counsel, as seen from Exts.P5 and P5(d). The respondent thus received no copy, signed or otherwise, from the Arbitrator before 23.06.2024.



6. The question is whether limitation reckons from 08.04.2024, when the respondent received an unsigned copy, or from 23.06.2024, when he obtained the duly signed copy from the Arbitrator.

7. The relevant provisions of the Act read as follows:-

“Section 31. Form and contents of arbitral award.

(1) An arbitral award shall be made in writing and shall be signed by the members of the arbitral tribunal.

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

“Section 32. Termination of proceedings – (1)
The arbitral proceedings shall be terminated by the final arbitral award or by an order of the arbitral tribunal under sub-section (2).

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3. Subject to section 33 and sub-section (4) of
Section 34, the mandate of the arbitral tribunal



*shall terminate with the termination of the
arbitral proceedings.”*

**“Section 34. Application for setting aside
arbitral award.**

(1) xxxxxxxxx

(3) *An application for setting aside may not be
made after three months have elapsed from the
date on which the party making that application
had received the arbitral award or, if a request had
been made under section 33, from the date on
which that request had been disposed of by the
arbitral tribunal:*

*Provided that if the Court is satisfied that the
applicant was prevented by sufficient cause from
making the application within the said period of
three months it may entertain the application
within a further period of thirty days, but not
thereafter.”*

8. Section 31(1) requires an award to be in writing and signed by the members of the arbitral tribunal; signing is thus an essential statutory requirement. Section 31(5) requires a signed copy to be delivered to each party. Section 32(1) provides that arbitral



proceedings terminate with the final award, but that termination does not dispense with delivery under Section 31(5). Section 34(3) runs limitation from the date on which the applicant “had received the arbitral award”, and allows a further thirty days only on sufficient cause. Read harmoniously, these provisions make legally effective receipt of the signed award, and not mere knowledge of its contents, the starting point of limitation. An unsigned copy does not satisfy Section 31(5).

9. This view is settled by the decisions of the Apex Court In ***Union of India v. Tecco Trichy Engineers and Contractors*** [(2005) 4 SCC 239], which held that delivery of an award under Section 31(5) is a matter of substance, not of mere formality; that the stage under Section 31 must be completed before termination under Section 32 arises; and that delivery by the tribunal must be followed by receipt by the party. That delivery and receipt set in motion the periods under Section 33(1), Section 33(4) and Section 34(3), and is therefore an important stage in the arbitral proceedings.



10. This was again reiterated in ***The State of Maharashtra and Ors. v. Ark Builders Pvt. Ltd.*** [(2011) 4 SCC 616], following ***Tecco Trichy***, holding that “received the arbitral award” in Section 34(3) cannot be read apart from Section 31(5), which contemplates not any copy of the award, but a copy signed by the members of the tribunal. Where the law prescribes both the manner in which an award is to be communicated and a period for challenging it, limitation can commence only from receipt in the manner so prescribed. The Court accordingly rejected the view that receipt of a copy from the opposing party starts limitation.

11. In ***Dakshin Haryana Bijli Vitran Nigam Ltd. v. Navigant Technologies Pvt. Ltd.*** [(2021) 7 SCC 657], the Apex Court reaffirmed that signing is mandatory and not an empty formality, since an award acquires legal validity and finality only upon being signed, and that making an award and delivering it are distinct stages. The date on which the signed award is made available to and received by the parties is crucial: it sets in motion the period under Section



33, marks termination of proceedings under Section 32(1), and commences limitation under Section 34(3).

12. The Calcutta High Court has taken the same view. In ***Y D Transport Company and Ors. v. Srei Equipment Finance Limited*** [MANU/WB/2628/2025], it was held that limitation under Section 34(3) can commence only from receipt of the award in the manner prescribed by Section 31(5), and not from the date a copy reaches the applicant by any means or source. In ***Ashok Kumar Chaudhary @ Ashok Kumar Ram Sabadh Chaudhary and Anr. v. Kotak Mahindra Bank Limited*** [A.P.No.742 of 2023 with A.P. No.741 of 2023, dated 22.12.2023], it was observed that delivery of a signed copy is the only mechanism known to law for serving an award, and that Section 31(5) cannot be tailored to the facts of each case, failing which an award-holder could always plead deemed service and resist a Section 34 application as time-barred. In ***Ajibar Rahaman and Anr. v. Cholamandalam Investment and Finance Company Ltd.*** [A.P. No.210 of 2023 and A.P.No.248 of 2023], it was held that



delivery must be effective, in that the party must “receive” a signed copy, and that a plea of deemed service must be tested against all attending circumstances, since a mistaken presumption of receipt may cause irrevocable loss of valuable statutory rights.

13. Given the above, it follows that an unsigned draft, photocopy or other copy forwarded by the opposite party cannot, merely because it conveys the contents of the award, substitute for delivery and receipt of the signed copy under Section 31(5). The question is not whether the party knew of the award, but whether the signed award was delivered to and received by him in the manner contemplated by the Act.

14. Here, the respondent received only an unsigned copy, sent by the petitioner’s counsel, on 08.04.2024. The Arbitrator’s proceedings dated 23.06.2024 show that the respondent had not collected the award earlier, and Exts.P5 and P5(d) indicate that the copy received on 08.04.2024 came from the petitioner’s counsel and



was unsigned. That communication was not the delivery of the signed award under Section 31(5). The petitioner's reliance on the appendix to the order, that no documents other than Exts.A1 to A3 were produced, does not alter the position or the date of receipt of the signed copy.

15. The contention that the respondent ought to have invoked Section 33 also fails. The period under Section 33 is likewise linked to receipt of the award in accordance with the Act, and an unsigned copy sent by the opposing party does not trigger it.

16. Accordingly, limitation under Section 34(3) commenced only on 23.06.2024, when the respondent received the duly signed copy, and not on 08.04.2024. The Section 34 petition was filed within the period reckoned from 23.06.2024, and the Additional Sub Court, through a well-considered order, rejected the plea of limitation. No ground is made out to interfere with Ext.P6.



O.P.(C) No.1828 of 2026 is accordingly dismissed. Having regard to the circumstances of the case and the age of the parties, the Additional District Court-IV, Kottayam, to which the matter is now transferred and renumbered as O.P.(Arb) No.198 of 2024, is directed to dispose of the matter, at the earliest, at any rate, within two months from the date of receipt of a copy of this judgment.

sd/-

MOHAMMED NIAS C.P.

JUDGE

DMR/-

Judgment reserved	14/10/26
Date of Judgment	26/10/26
Judgment dictated	14/10/26
Draft judgment placed	15/10/26
Judgment corrected	26/10/26
Final judgment uploaded	26/10/26



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APPENDIX OF OP(C) NO. 1828 OF 2026**PETITIONER'S EXHIBITS**

Exhibit P1	TRUE COPY OF THE OP(C) NO. 1011 OF 2026 FILED BEFORE THE HON'BLE HIGH COURT OF KERALA ON 24.03.2026
Exhibit P2	TRUE COPY OF THE JUDGMENT IN OP(C) NO. 1011 OF 2026 BY THIS HON'BLE COURT DATED 07.04.2026
Exhibit P3	TRUE COPY OF THE CASE HISTORY TIMELINE OF OP(ARB) NO. 4 OF 2024 ON THE FILES OF THE COMMERCIAL COURT KOTTAYAM DATED NIL
Exhibit P4	TRUE COPY OF THE OFFICIAL MEMORANDUM OF THE HON'BLE HIGH COURT DATED 17.03.2026
Exhibit P4(a)	TRUE COPY OF THE EXTRAORDINARY GAZETTE NOTIFICATION DATED 11.03.2026
Exhibit P5	TRUE COPY OF THE MEMO PRODUCED BEFORE THE HON'BLE COMMERCIAL COURT, KOTTAYAM DATED 27.05.2025 (THE DATE "27.05.2025" IS AN INADVERTENT TYPOGRAPHICAL ERROR. THE CORRECT DATE IS "27.05.2026".)
Exhibit P5(a)	TRUE COPY OF THE LIST OF DOCUMENTS PRODUCED BEFORE THE HON'BLE COMMERCIAL COURT, KOTTAYAM DATED 27.05.2025 (THE DATE "27.05.2025" IS AN INADVERTENT TYPOGRAPHICAL ERROR. THE CORRECT DATE IS "27.05.2026".)
Exhibit P5(b)	TRUE COPY OF THE DOCUMENT 1 (COPY OF NOTARISED COPY OF AWARD PASSED IN ARBITRATION CASE NO. 1/2023 BY THE LEARNED SOLE ARBITRATOR, RETIRED DISTRICT JUDGE SRI MURALI GOPALA PANDALAI) PRODUCED BEFORE THE COMMERCIAL COURT KOTTAYAM
Exhibit P5(c)	TRUE COPY OF THE DOCUMENT 2 (NOTARISED COPY OF PROCEEDINGS OF THE ARBITRATION CLAIM OP 1/2023 OF ARBITRATOR RTD DISTRICT JUDGE MURALI GOPALAKRISHNA PANDALAI) PRODUCED BEFORE THE COMMERCIAL COURT KOTTAYAM



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Exhibit P5(d)	TRUE COPY OF THE DOCUMENT 3 (COPY OF POSTAL RECEIPT) PRODUCED BEFORE THE COMMERCIAL COURT KOTTAYAM
Exhibit P5(e)	TRUE COPY OF THE DOCUMENT 4 (COPY OF POSTAL TRACKING REPORT) PRODUCED BEFORE THE COMMERCIAL COURT KOTTAYAM
Exhibit P6	CERTIFIED COPY OF THE ORDER IN IA NO. 3 OF 2025 IN OP(ARB) NO. 4 OF 2024 ON THE FILES OF COMMERCIAL COURT KOTTAYAM DATED 04.06.2026
Exhibit P7	TRUE PHOTOCOPY OF THE MEMORANDUM OF UNDERSTANDING EXECUTED IN BETWEEN C.V. JAMES AND P.K. KRISHNAMURTHY DATED 28/02/2023
Exhibit P8	TRUE COPY OF THE MUTUALLY CONSENTED LETTER 31/08/2023 SIGNED BY PETITIONER/RESPONDENT AND WITNESSES/ MEDIATORS