2026:AHC-LKO:83065-DB

Reserved on : 21.08.2026
Delivered on : 20.11.2026

HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW

APPEAL UNDER SECTION 37 OF ARBITRATION AND CONCILIATION ACT 1996 No. - 53 of 2025

Deputy Chief Signal and Telecom Engineer (Project), North Eastern Railway, Lucknow

…..Appellant(s)

Versus

M/s Vi-Tech Services, Lucknow

…..Respondent(s)

Counsel for Appellant(s)	:	Deepanshu Dass,
Counsel for Respondent(s)	:	Shailendra Singh Rajawat, Alok Singh

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Chief Justice's Court

HON'BLE ARUN BHANSALI, CHIEF JUSTICE
HON'BLE JASPREET SINGH, J.

(Per : Arun Bhansali, CJ)

1. This appeal under Section 37 of the Arbitration and Conciliation Act, 1996 ('Act') is directed against order dated 28.08.2025 passed by Commercial Court No. 1, Lucknow in Misc. Civil Case No. 69 of 2025 whereby the application filed by the appellant seeking condonation of delay has been dismissed and as a consequence the application filed under Section 34 of the Act has been dismissed as barred by limitation.

2. A tender was floated by Sr. DSTE LJN/NE Railway, Lucknow Division, letter of acceptance dated 06.07.2020 was issued in favour of the respondent, contract was executed between the parties on 24.11.2020

requiring the work to be completed before 02.01.2025. On dispute arising the respondent submitted a claim of Rs.37,56,443/-.

3. The matter was referred to Arbitrator i.e. Mr. Ashish Singh, DYCSTE/CON/LJN as sole Arbitrator to adjudicate the dispute before whom a total claim of Rs.54,69,341/- was raised. Award dated 06.08.2024 was passed by the Arbitrator awarding a sum of Rs.52,78,166.25 P.

4. Aggrieved of the award, the appellant filed application under Section 34 of the Act on 05.04.2025 along with an application seeking condonation of delay with the submissions that copy of the award dated 06.08.2024 was made available through e-office on 09.12.2024. Whereafter, application was submitted for making available original copy of the award, which was received on 17.12.2024, and after undergoing the procedure for seeking permission etc., the application was filed without any further loss of time.

5. The case was registered by the commercial court and the respondent filed objection to the application filed under Section 34(3) of the Act to which a rejoinder was filed.

6. The commercial court, after hearing the parties, came to the conclusion that the issue, which required consideration, was as to when the copy of the award was delivered to the parties as it was claimed by the appellant that the copy was received on 01.04.2025 whereas the respondent claimed that copy of the award was delivered to both the sides on 06.08.2024 after pronouncing the same in presence of both the parties, which fact is reflected from Annexure-C-1 filed with the response to the application, wherein the Office Superintendent after indicating ‘received’, signed the same.

7. Plea raised that the said signature dated 06.08.2024 did not pertain to the award but regarding the departmental file was disbelieved by the commercial court and as the respondent had also put signature on the same communication of having received the copy and on the next date i.e. 07.08.2024 had sent communication to the Dy. Chief Signal &

Telecom Head to comply with the award, it was held that the award was received by the appellant on 06.08.2024 and referring to judgement of Hon'ble Supreme Court in **Bhimashankar Sahakari Sakkare Kark-Hane Niyamita v. Walchandnagar Industries Limited : (2023)8 SCC 453** wherein reliance was placed on **Union of India v. Popular Construction Company Limited : (2001)8 SCC 470**, came to the conclusion that the delay beyond 30 days cannot be condoned in terms of mandatory provision of Section 34(3) of the Act and consequently, dismissed the application under Section 34 of the Act. Feeling aggrieved the present appeal has been filed.

8. Learned counsel for the appellant made submissions that the commercial court has wrongly proceeded on the ground that copy of the award was made available on 06.08.2024 itself on the basis of RTI reply dated 03.04.2025 inasmuch as on 06.08.2024 only the original record was returned to the staff of the appellant by the arbitrator and it is claimed that certified copy of the award was not made available.

9. Further submissions were made that provisions of Section 34(3) of the Act envisage receipt of the copy of the arbitral award by the party making application under Section 34 and 31(5) of the Act. A signed copy is required to be delivered to each party after the award is made and therefore, as the original copy of the award was received on 17.12.2024 and the appeal was filed on 05.04.2025 along with application seeking condonation of delay, the application was required to be decided on merit and not based on the fact that delay was beyond 30 days from the prescribed limitation.

10. Further grounds have been raised in the memo of appeal pertaining to the merit of the award, however, as the application under Section 34 of the Act has been dismissed as barred by limitation, the said pleas raised pertaining to the merit of the award is wholly meaningless.

11. Reliance was placed on judgements in **M/s Motilal Agarwala v. State of West Bengal & another : Civil Appeal No. 4480 of 2016** decided by Hon'ble Supreme Court on 28.08.2025 and **Benarsi Krishna**

Committee and another v. Karmyogi Shelters Private Limited: (2012) 9 SCC 496.

12. Learned counsel for the respondent vehemently opposed the submissions. It was submitted that the plea sought to be raised is *ex-facie* baseless inasmuch as the arbitrator had fixed 06.08.2024 for pronouncement of the award and on the same day, he addressed communication to the DGM, North Eastern Railway, Gorakhpur indicating his appointment as arbitrator on 24.11.2020 and annexing a copy of the award and in the attachment original arbitration award was indicated and a copy was marked to Dy.CSTE/PROJ/LJN and to the respondent-claimant, wherein copy was received by both the parties on 06.08.2024.

13. Further submissions were made that the respondent on the next day itself i.e. 07.08.2024 sent a communication to the appellant indicating the passing of the award and seeking compliance thereof and also annexed a copy of the award. It was submitted that once the respondent under the same receipt had received the award on 06.08.2024 and had sent communication on 07.08.2024, which has not been denied, the plea raised subsequent thereto is only made up.

14. Submissions were made that in response to Right to Information Act, which information was supplied by the Arbitrator himself, the Arbitrator attempted to distort the delivery of the copy of the arbitration award, by claiming the same to be colour scanned copy and indicated that the original award was received by Dy.CSTE/PROJ/LJN on 17.12.2024.

15. Submissions were made that the very fact that even if scanned copy was made available to the appellant, the same was sufficient for triggering the period of limitation.

16. Learned counsel for the respondent emphasized that the appellant indulged in creating documents by seeking information from the Office Superintendent (Project) Ravi Kumar, who had received the copy on 06.08.2024, wherein even the information given under the Right to Information Act was sought to be retracted and it was claimed that the

record of the tender was received by him on 06.08.2024, which attempt is *ex-facie* baseless.

17. Submissions were made that law on the subject is well settled, wherein the receipt of signed copy of award, is sufficient even if the claim made that scanned copy of the award was delivered on 06.08.2024 is accepted even though, the assertion is factually incorrect.

18. Reliance was placed on **Bharatiya Rashtriya Rajmarg Pradhikaran v. Neeraj Sharma and others : 2024:AHC:94330**, **National Health Mission, Lucknow, U.P. v. M/s Kitco Ltd. : 2026:AHC-LKO:53532-DB**, **Continental Telepower Industries Ltd. v. Union of India and others : 2009 OnLine Del 1859** and **Bhimashankar (Supra)**.

19. We have considered the submissions made by learned counsel for the parties and perused the material available on record.

20. The law is well settled that for triggering the limitation as prescribed under Section 34(3) of the Act, the party making application under Section 34 of the Act must have received the arbitral award and the arbitral award should be as envisaged under Section 31(5) of the Act i.e. a signed copy of the arbitral award.

21. The law/provisions nowhere envisage or prescribe delivery of an ink signed copy of the arbitral award as the arbitral award can only be one bearing the inked signature of the arbitrator and the parties are delivered the copy of the award, which may bear photocopied signature, may be indicated as a certified copy by the arbitrator or even a scanned copy transmitted by e-mail or supplied in physical form to the party.

22. Delhi High Court in the case of **Continental Telepower Industries Ltd. (Supra)**, has laid down that there is no requirement to deliver an inked signed copy. Similar view has been taken by learned Single Judge of this Court in the case of **Bharatiya Rashtriya Rajmarg Pradhikaran (Supra)**.

23. In the present case, the award admittedly was delivered on 06.08.2024 and on the same day, the arbitrator forwarded the copy of the award to DGM, North Eastern Railway, Gorakhpur and endorsed copy to the appellant as well as the respondent and the same was received on the behest of the appellant and respondent both. It would be appropriate to quote the said communication :

> *"No AR/2024/1/PART 1/*
> *DGM*
> *N E RLY, GORAKHPUR*
>
> *Sub: Arbitration award*
>
> *Ref: No. Z/563/Monitoring of Arbitration cases/VI-Tech S&T/10 dated 20-6-23*
>
> *Vide memorandum under Ref, Undersigned has been appointed as Sole Arbitrator for adjudicating the claim/dispute(s) in LOA no. NER-LJN/S&T/2020/005 dated 24.11.2020. After the arbitration proceeding held, a copy of Arbitration award is being sent to your office for further course of action.*
>
> *Attachment: Original Arbitration Award.*
>
> *Ashish Singh,*
> *DYCSTE/CON/LJN*
> *(Sole Arbitrator)*
>
> *Copy to - DYCSTE/PROJ/LJN(Respondent), VI tech Services (Claimant)*
>
> *Copy Received*
> *Sd/-*
> *06.08.2024*
>
> *Reced*
> *Sd/-*
> *06.08.24*
> *OS/Project*
> *LJN"*

24. The plea sought to be raised by the respondent that on 06.08.2024 award was received by the Office Superintendent of the Project/LJN, was the record of the tender file and not the copy of the award, is to say least *ex-facie* false.

25. A perusal reveals that the attachment indicated to the communication is original arbitration award sent to the DGM, North Eastern Railway

and copy has been marked both to the appellant as well as the respondent and has been received by both the sides along with date. There is no reference worth the name regarding the receipt of the record as in fact there was no occasion at that point to receive the record and not the copy of the award, which was duly received by the respondent.

26. The fact that on 06.08.2024 the copy was received by both the sides as the document bears their signatures is also fortified from the fact that on 07.08.2024 itself the respondent sent a communication to the appellant seeking compliance of the award. If the respondent was not in possession of the award, the said communication could not have been sent by it on 07.08.2024 along with the copy of the award.

27. The said aspect is further fortified from the fact that when an application under the Right to Information Act was sent by the respondent to the arbitrator, who is an official of the appellant i.e. Dy. CSTE/CONST/LJN, he gave following response on 08.04.2025 by then already the controversy pertaining to the challenge to the award being barred by limitation had surfaced as the appeal had been filed on 05.04.2025, wherein he claimed that scanned copy of the arbitration award was sent to Dy.CSTE/PROJ/LJN on 06.08.2024 and sought to project that upon further asking for original award by letter dated 10.04.2024 the same was sent on 17.12.2024. The said communication reads as under :

> *"EDPM/LUCKNOW & NODAL OFFICER FOR RTI,*
> *LUCKNOW NE RAILWAYS*
>
> *Ref: Your letter no. EDP/ONLINE RTI/2025 date 7.4.25*
>
> *Sub: Reg Reply of RTI related matter sought by Shri Vinay Kumar Singh.*
>
> *In ref to RTI filed by above applicant, following attachment is being presented for further action from your end:-*
>
> *1. Color scanned copy of Arbitration award has been sent to DYCSTE/PROJ/LJN office on 6.8.24. Upon further asking original Arbitration award by DyCSTE/proj/ljn vide letter dated 10.12.24, Original Arbitration award received to DyCSTE/proj/LJN on 17.12.24.*

2. Sought receiving copies are being attached with this letter.

Sd-
DYCSTE/C/LJN

Copy To:-
M/s VI-Tech Services
2/172 Vikalp Khand-2, Gomti Nagar Lucknow, -226010"

28. It would be seen that the arbitrator specifically indicated having sent colour scanned copy to the appellant on 06.08.2024, though the counsel for the respondent submitted that even the said plea is distortion of the factual position, however, even if the colour scanned copy of the award has been sent, along with copy of the communication noticed hereinbefore addressed to the DGM, the same would suffice for the purpose of provisions of Section 34(3) read with Section 31(5) of the Act. Even the communication made by the arbitrator regarding supplying colour scanned copy of the arbitration award on 06.08.2024 itself also did not carry the day for the respondent.

29. Delhi High Court in **Ministry of Youth Affairs and Sports v. Ernst and Young Pvt. Ltd. : 2023 SCC OnLine Del 5182** has laid down as under :

> "45. It may be noted that along with the e-mail 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."

30. Office Superintendent sent a communication to the appellant on 01.07.2025, which is a self serving document to claim that on 06.08.2024 he did not receive copy of the award but only record of tender file and even went on to claim that he had indicated record on the communication dated 06.08.2024 quoted hereinbefore whereas

‘received’ in short form was indicated by him. A self serving document cannot be permitted to be used by the appellant for distorting the facts.

31. In that view of the matter, apparently the commercial court was justified in coming to the conclusion that the award was received by the appellant on 06.08.2024 and filing of appeal on 05.04.2025 was *ex-facie* barred by limitation i.e. beyond the thirty days condonable period under Section 34(3) of the Act.

32. The judgements in the case of **Motilal Agarwal (Supra)** and **Benarsi Krishna Committee (Supra)** have no application to the facts of the present case, wherein it has been found as a fact, copy of the award was received by the appellant on 06.08.2024.

33. In view of above discussions, there is no substance in the appeal. The same is, therefore, **dismissed**.

(Jaspreet Singh, J) **(Arun Bhansali, CJ)**

November 20, 2026
nd

Digitally signed by :-
NISITH DEY
High Court of Judicature at Allahabad,
Lucknow Bench