

Supreme Court in various judgments while interpreting Section 31 has held that delivery of a signed copy to the party is not a mere formality. The Court while interpreting the phrase “a signed copy shall be delivered to each party” has held that the delivery of a signed copy is not only mandatory but it has to be delivered to a responsible officer representing the party.

If the party is a large organization, then the delivery of copy to the counsel or clerk has been found to be not sufficient. In this regard, reliance can be placed on the judgment in **Union of India v. Tecco Trichy Engineers and Contractors**, (2005) 4 SCC 239 where in para 8 and 12, the Hon’ble Supreme Court has held as under:-

*“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.*

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*12. The learned Single Judge of the High Court as also the Division Bench have erred in holding the application under Section 34 filed on behalf of the appellant as having been filed beyond a period of 3 months and 30 days within the meaning of sub-section (3) of Section 34. There was a delay of 27 days only and not of 34 days as held by the High Court. In the facts and circumstances of the case, the delay in filing the application deserves to be condoned and the application under sub-section (1) of Section 34 of the Act filed on behalf of the appellant deserves to be heard and decided on merits.”*

In **State of Maharashtra and others v. ARK Builders Pvt. Ltd.**, (2011) 4 SCC 616. Relevant discussion is in paras 17 and 18, which are extracted as under:-

*“17. In light of the discussions made above we find the impugned order of the Bombay High Court unsustainable. The High Court was clearly in error not correctly following the decision of this Court in Tecco Trichy Engineers & Contractors [(2005) 4 SCC 239] and in taking a contrary view. The High Court overlooked that what Section 31(5) contemplates is not merely the delivery of any kind of a copy of the award but a copy of the award that is duly signed by the members of the Arbitral Tribunal.*

18. In the facts of the case the appellants would appear to be deriving undue advantage due to the omission of the arbitrator to give them a signed copy of the award coupled with the supply of a copy of the award to them by the respondent claimant but that would not change the legal position and it would be wrong to tailor the law according to the facts of a particular case.”

**Banarsi Krishan Committee and Ors v. Karmyogi Settlers Pvt. Ltd.,**<sup>4</sup> (2012) 9 SCC 496 and relevant paras are 15 to 17, which are extracted as under:-

“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. Banarsi 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.

16. The view taken in **Pushpa Devi Bhagat case [(2006) 5 SCC 566]** is in relation to the authority given to an advocate to act on behalf of a party to a proceeding in the proceedings itself, which cannot stand satisfied where a provision such as Section 31(5) of the 1996 Act is concerned. The said provision clearly indicates that a signed copy of the award has to be delivered to the party. Accordingly, when a copy of the signed award is not delivered to the party himself, it would not amount to compliance with the provisions of Section 31(5) of the Act. The other decision cited by Mr Ranjit Kumar in Nilkantha Sidramappa Ningashetti case [AIR 1962 SC 666 : (1962) 2 SCR 551] was rendered under the provisions of the Arbitration Act, 1940, which did not have a provision similar to the provisions of Section 31(5) of the 1996 Act. The said decision would, therefore, not be applicable to the facts of this case also.

17. In the instant case, since a signed copy of the award had not been delivered to the party itself and the party obtained the same on 15-12-2004, and the petition under Section 34 of the Act was filed on 3-2-2005, it has to be held that the said petition was filed within the stipulated period of three months as contemplated under Section 34(3) of the aforesaid Act. Consequently, the objection taken on behalf of the petitioner herein cannot be sustained and, in our view, was rightly rejected by the Division Bench of the Delhi High

*Court.”*