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Service of Arbitral Awards by Email and Commencement of Limitation under Section 34: Clarifying “Delivery” in the Digital Age

Introduction

Recently, the Delhi High Court in *Kristal Vision Projects Pvt. Ltd. v. Union of India* (2025 SCC OnLine Del 3738) clarified the legal position regarding the manner in which an arbitral award can be “delivered” under Section 31(5) of the Arbitration and Conciliation Act, 1996 (“the Act”). This issue has long been a point of contention in such disputes, especially since such delivery triggers the period of limitation for filing a challenge under Section 34 of the Act.

Judicial reconciliation between the statutory language and digital methods of serving documents has been necessitated by the development and increasing use of electronic communication and virtual hearings in arbitral proceedings. With this in mind, the decision in the case of *Kristal Vision Projects* represents a significant development in the continually emerging judicial arena of arbitration law. The decision confirms that email service of a signed arbitral award, along with proof of receipt and other surrounding circumstances, may be sufficient to constitute proper delivery of the arbitral award and trigger the limitation period under Section 34.

Factual Background

The dispute in this case arose from the Construction Agreement between Kristal Vision Projects Pvt Ltd (Appellant) and the Union of India (Respondent). The Agreement, dated 26th February, 2010, provided for the construction dwelling units for the armed forces. On 31st March, 2016, the Respondent terminated the Contract. The parties then submitted their dispute to arbitration and a sole arbitrator was subsequently appointed under Section 11 of the Act. An arbitral award was rendered on 16th October, 2023, ordering Kristal Vision to pay the Respondent substantial amount along with interest.

Prior to the award, both parties were directed to provide stamp papers. During the virtual hearing where both Kristal Vision and the Respondent were represented, the Arbitrator signed the award and indicated in the minutes of the hearing that he would provide a scanned copy of the signed award to the

parties via e-mail and that the parties could obtain their respective hard copies from the arbitrator's office.

Subsequently, the arbitrator sent an email to both parties' counsel and provided a scanned copy of the award. The Appellant's counsel acknowledged the receipt of the scanned copy by email, and the email acknowledgement was copied to the Appellant's Managing Director.

The Appellant filed its Section 34 petition only on 21st May, 2024, contending that the limitation period had not begun earlier because a signed copy of the award had not been “delivered” to the appellant in accordance with Section 31(5) of the Act. The Single Judge dismissed the petition as it was barred by limitation. The Appellant filed his appeal under Section 37 against the dismissal of his petition.

Core Issue

Whether email delivery of a signed arbitral award, along with pronouncement in a virtual hearing and acknowledgement by an authorised representative, constitutes valid delivery under Section 31(5) of the Act so as to trigger the limitation period under Section 34(3).

Statutory Framework

Section 31(5) of the Arbitration and Conciliation Act, 1996 provides:

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

Section 34(3) prescribes a limitation period of three months (extendable by thirty days) from the date on which the party making the application “has received the arbitral award”.

A combined reading of the provisions above establishes that the limitation period begins at the time of delivery pursuant to Section 31(5) of the Act.

Jurisprudential Background

The Hon’ble Supreme Court has continually stated that the act of delivery under Section 31(5) is a substantive



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requirement since it extinguishes the rights of the parties upon expiry of the limitation period.

In *Union of India v. Tecco Trichy Engineers & Contractors and State of Maharashtra v. ARK Builders Pvt. Ltd.*, the Court again clarified that the limitation period begins to run only from the time the party receive a signed copy of the award.

In *Benarsi Krishna Committee v. Karmyogi Shelters*, the Supreme Court clarified that a delivery to counsel does not, by itself, meet the definition of "delivery" to a "party" as defined in Section 2(h) of the Act.

However, the High Courts have progressively recognised that a "signed copy" need not necessarily be an ink-signed original, provided the copy is authenticated and its genuineness is not in doubt. Decisions like *Continental Telepower Industries Ltd. v. Union of India*, *Delhi Urban Shelter Improvement Board v. Lakhvinder Singh*, and *Ministry of Youth Affairs & Sports v. Ernst & Young (P) Ltd.* have recognised the validity of electronic delivery in appropriate circumstances.

Court's Analysis in Kristal Vision

The Delhi High Court undertook a careful reconciliation of these principles. First, the Court reaffirmed that Section 31(5) is mandatory and that the limitation period under Section 34(3) begins only upon delivery of a signed copy of the award. However, the Court emphasised that the statute does not explicitly provide any exclusive mode of delivery.

Secondly, the Court delved into the term "signed copy". Relying on precedents, the Court reiterated that the legislature deliberately used the word "copy" and not "original". What is essential is authentication and certainty as to the award's finality, not the physical form of the document.

Thirdly, the Court addressed the Appellant's argument that service on the Appellant's representative was not valid because he was allegedly no longer the Appellant's employee. The Court rejected this contention, noting that the representative had consistently acted on behalf of the Appellant throughout the proceedings, appeared at the pronouncement hearing, and acknowledged receipt of the award by email without any contemporaneous objection. Additionally, no communication was made to the tribunal revoking the representative's authority.

Fourthly, the Court placed considerable emphasis on the cumulative circumstances:

- Both parties were aware of the date of pronouncement and supplied stamp papers.
- The award was signed and pronounced in a virtual hearing attended by both sides.
- The tribunal recorded directions for the collection of physical copies.
- A scanned copy was emailed on the same day.
- Receipt was acknowledged by the appellant's representative, with the Managing Director copied on the email.

Under these circumstances, the Court held that the appellant could not defeat limitation by remaining passive and later asserting non-delivery.

Email Service and Commencement of Limitation

A crucial aspect of the judgment lies in its clear affirmation that email transmission of a signed or authenticated copy of the award constitutes valid delivery under Section 31(5).

The Court noted that technological advancements cannot be ignored in arbitration, particularly when proceedings themselves are conducted virtually. Once authenticity, receipt, and knowledge are established, insistence on physical delivery would elevate form over substance.

Significantly, the Court clarified that subsequent physical collection of the award does not extend or revive the limitation once valid delivery has occurred.

Distinguishing Contrary Precedents

While the appellant relied heavily on *Benarsi Krishna Committee and Hosmac Projects*, the Court distinguished those cases on the facts. In those matters, the awards had been delivered only to the counsel without a pronouncement in the presence of the parties or acknowledgement by authorised representatives.

In contrast, *Kristal Vision* involved pronouncement in a virtual hearing, acknowledgement of receipt, and clear knowledge of the award's existence and contents.

Legal Position Emerging from the Judgment

The Court refined the law on Section 31(5) into clear propositions:

- Delivery of a signed copy is mandatory, as it initiates the limitation period.
- The Arbitration Tribunal is responsible for ensuring delivery of the signed copy to the parties.
- A "signed copy" includes authenticated or certified copies and is not confined to ink signed originals.
- Delivery may be physical or electronic, provided the authenticity of the document is ensured.
- Delivery to an authorised representative or counsel is valid where the representative's authority exists or is held out during proceedings.
- Parties cannot delay the limitation period by failing to collect physical copies after electronic delivery.

Significance of the Decision

The judgment strikes a pragmatic balance between statutory safeguards and procedural efficiency. It discourages dilatory tactics aimed at circumventing the limitation period while reinforcing the responsibility of parties to act with diligence once an award is pronounced and communicated.

In an era where arbitration increasingly operates in a digital environment, *Kristal Vision Projects* aligns the interpretation of Section 31(5) with commercial reality and technological advancement, without diluting the substantive rights of parties.