



\$~5

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **FAO(OS) (COMM) 295/2024 & CM APPL. 74801/2024**

**INSTITUTE OF HUMAN BEHAVIOUR AND ALLIED SCIENCES
(IHBAS)**

.....Appellant

Through: Mr Tushar Sannu, Standing Counsel
with Ms. Ankita Bhadouriya and Ms.
Aqsa, Advocates.

versus

MI2C SECURITIES AND FACILITIES PVT LTDRespondent

Through: Mr. Rajesh Gogna, Mr. Shivam Tiwari,
Ms. Rebina Rai and Ms. Punita,
Advocates.

%

Date of Decision: 7th November, 2025

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G E M E N T

TUSHAR RAO GEDELA, J: (ORAL)

1. Present Appeal has been filed under Section 37 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "*the Act*") assailing the order dated 07.11.2024 (hereinafter referred to as "*impugned order*") passed by the learned Single Judge in OMP (Comm) No.299/2024 allowing the underlying petition preferred by the respondent herein seeking correction in title of the arbitral award dated 26.02.2024 passed in Case Reference No.6275 Arb.0021/2022.

2. Mr. Tushar Sannu, learned counsel appearing for the appellant, submits that the grievance of the appellant lies in a narrow compass in that the learned Single Judge while passing the impugned order under appeal has not correctly



appreciated the provisions of Section 33(1)(a) of the Act. In fact, according to him, the mandate in the said section prohibits the arbitral tribunal from entertaining any application for correction of any computation errors, clerical or typographical errors, or any other errors of a similar nature occurring in the award, filed beyond a period of 30 days from the date of the award. He states that though the arbitral tribunal *vide* the order dated 13.05.2024 had correctly appreciated the mandate of Section 33(1)(a) of the Act by refusing to entertain the application, however it is the learned Single Judge exercising jurisdiction under Section 34 of the said Act who has committed a jurisdictional error in not only entertaining the application but also by passing the impugned order.

3. While referring to Section 33(1) of the Act, learned counsel emphasizes that a time limit of 30 days has been specified in the said section without appending any explanation or a proviso whereby the time period prescribed, could have been extended. In such cases, according to learned counsel, when the legislature prescribes a particular period of time in the statute itself, no extension other than that provided under the said statute can be inferred or read into. He states that the impugned order is one such glaring example where the learned Single Judge has simply overlooked the specific mandate of the statute.

4. In order to substantiate and support these contentions, learned counsel invited our attention to the application filed by the respondent under Section 33 of the Act as well as the reply filed by the appellant to the said application, and also the order dated 13.05.2024 passed by the arbitral tribunal. He states that not only did the appellant raise the objection of bar under Section 33(1)(a) but also invited attention to para 5 of the reply to contend that the claimant/respondent had filed “Calculation of Interest” *vide* an e-mail dated



02.03.2024 in respect of the award dated 26.02.2024, however failed to file an application seeking rectification of its name within 30 days of the award. It is his contention that the respondent cannot feign ignorance of the passing of the award or even the so-called error in its name. In such circumstances, not having filed the application under Section 33(1)(a) of the Act within the prescribed 30 days from the date of the award, the said error would be fatal to the application itself. In that view of the matter, he contends that the impugned order of the learned Single Judge be set aside.

5. We have heard Mr. Sannu, learned counsel for the appellant, as also Mr. Rajesh Gogna, learned counsel for the respondent, and perused the records, examined the order dated 13.05.2024 of the arbitral tribunal, and also the impugned order.

6. On a query by this Court, Mr. Sannu, learned counsel, very fairly admits that the contract agreement was indeed executed in the name of M/s. MI2C Security and Facilities Pvt. Ltd. On a further query, he also very fairly states that it was M/s. MI2C Security and Facilities Pvt. Ltd., which had filed the application under Section 11(5) of the Act before this Court seeking appointment of an arbitrator for adjudication of the disputes. In fact, he also does not dispute that the Statement of Claim was also filed by M/s. MI2C Security and Facilities Pvt. Ltd., before the arbitral tribunal. Undeniably, certain other proceedings were also correctly carried out by M/s. MI2C Security and Facilities Pvt. Ltd.

7. Apart from the aforesaid, it would also be apposite to extract para 11 of the impugned order, which reads thus:

“11. In the present case, admittedly, the order dated 23.03.2022 in ARB. P.186/2022, vide which the Court appointed the Arbitrator, correctly records the name of the petitioner as “MI2C Security and Facilities Pvt.



Ltd.”. In order dated 07.02.2023, vide which summons were issued to witnesses, the name of the petitioner was recorded as “MI2C Security and Facilities Pvt. Ltd.”. The stamp paper submitted for publication of the Award was in the name of “MI2C Security and Facilities Pvt. Ltd.”. The statement of claim filed by the petitioner before the learned Arbitrator is in the name of “MI2C Security and Facilities Pvt. Ltd.”. The statement of defence filed by the respondent also correctly records the nomenclature as “MI2C Security and Facilities Pvt. Ltd.”.

8. From the above, it is clear that the learned Single Judge was cognizant of the fact that the only error which occurred was in noting the correct name of the respondent in the title of the award. Other than that, there does not appear to be any other error in the award that was passed by the arbitral tribunal in respect of which any rectification was sought. It was on that basis as also by relying upon judgments passed by learned single Judges of this Court in ***Ahmad Mian vs. Bhasin Infotech & Infrastructure Pvt. Ltd., (2018) SCC OnLine Del 10575*** and ***M/s Pradeep Vinod Construction Co. vs. Union of India***, OMP(ENF.)(COMM.) 36/2024 decided on 12.09.2024 that the learned Single Judge agreed with the contentions raised by the respondent and directed correction of the name of the respondent in the title of the award dated 26.02.2024.

9. From a perusal of the pleadings on record, it cannot be disputed that the respondent had indeed filed its application on 02.04.2024 under Section 33(1)(a) of the Act, which is beyond a period of 30 days from the date of the award dated 26.02.2024. The arbitral tribunal, relying upon the provisions of Section 33(1)(a) of the Act, dismissed the said application on 13.05.2024. Though the application was indeed filed beyond a period of 30 days as prescribed in the said section, what we have to consider is whether such an application would be completely barred in respect of the relief sought by the



respondent. In that context, it would be apposite to extract Section 33(1)(a) of the Act hereunder:

“33. Correction and interpretation of award; additional award-(1)

Within thirty days from the receipt of the arbitral award, unless another period of time has been agreed upon by the parties-

(a) A party, with notice to the other party, may request the arbitral tribunal to correct any computation errors, any clerical or typographical errors, or any other errors of a similar nature occurring in the award;”

(emphasis supplied)

10. Having regard to the submissions made by learned counsel for the appellant, and the narration of facts encapsulated by the learned Single Judge in para 11 of the impugned order, we need to appreciate this conundrum by considering whether the passing of the award in the wrong name/title of the respondent would amount to a typographical error in the award at all. In our considered opinion, the said error occurred at the end of the arbitral tribunal, and as such could not be deemed to be an error in the award in the sense requiring correction by any of the parties. In fact, according to us, correction of the said error would fall within the Latin maxim “*actus curiae neminem gravabit*” which means an act of a Court can prejudice no one. Undoubtedly, right from the time of appointment of an arbitrator by this Court, as well as filing of the statement of the claim, and other pleadings up till the culmination of the arbitral proceedings, were in the name of M/s. MI2C Security and Facilities Pvt. Ltd. Additionally, learned counsel for the appellant fairly admitted that the contract, too, was awarded in the name of M/s. MI2C Security and Facilities Pvt. Ltd. It is very likely that all the payments before such disputes arose also must have been tendered into the account of M/s. MI2C Security and Facilities Pvt. Ltd.

11. In that view of the matter, in case while passing the final award, the



arbitral tribunal committed a mistake or a typographical error in entering the correct name of the respondent, the said error would clearly fall within the aforesaid maxim. Applied on all fours, it is manifest that the respondent cannot be held responsible for the error committed by the arbitral tribunal. Thus, the argument of learned counsel for the appellant, to our mind, is hypertechnical and is unmerited. Only to buttress and substantiate as to how Courts have interpreted and applied the aforesaid maxim, we refer to the judgment of the Hon'ble Supreme Court in ***Neeraj Kumar Sainy & Ors. Vs. State of Uttar Pradesh & Ors., (2017) 14 SCC 135*** and in particular to para 26, which is extracted hereunder:

*“26. The seminal question that is required to be posed is whether the maxim *actus curiae neminem gravabit* would apply to such a case. In *Jang Singh v. Brij Lal* [*Jang Singh v. Brij Lal, AIR 1966 SC 1631*], a three-Judge Bench noted that there was error on the part of the court and the officers of the court had contributed to the said error. Appreciating the fact situation, the Court held : (AIR p. 1633, para 6)*

*“6. ... It is no doubt true that a litigant must be vigilant and take care but where a litigant goes to Court and asks for the assistance of the Court so that his obligations under a decree might be fulfilled by him strictly, it is incumbent on the Court, if it does not leave the litigant to his own devices, to ensure that the correct information is furnished. If the Court in supplying the information makes a mistake the responsibility of the litigant, though it does not altogether cease, is at least shared by the Court. If the litigant acts on the faith of that information the courts cannot hold him responsible for a mistake which it itself caused. There is no higher principle for the guidance of the Court than the one that no act of courts should harm a litigant and it is the bounden duty of courts to see that if a person is harmed by a mistake of the court he should be restored to the position he would have occupied but for that mistake. This is aptly summed up in the maxim: *Actus curiae neminem gravabit.*”*

[emphasis supplied]

12. Predicated on the analysis, and the observations made above, we are of the considered opinion that the emphasis of the learned counsel for the



appellant on the 30-day time period prescribed in Section 33(1)(a) of the Act would not *strictu sensu* bar the respondent from filing and maintaining an application for correction in the factual scenario noted by us. This is for the reason that the error appears to be clearly on the part of the arbitral tribunal and not attributable to any of the parties. It would be onerous and absurd to deprive a party of a lawful decree, and an entitlement to the benefits contained therein merely for the reason that the court or the arbitral tribunal itself has committed an error of such a nature. Even otherwise, the corrections sought have no nexus or correlation to the merits of the case. We are not laying down a proposition that in all cases the bar or limitation prescribed in Section 33(1) of the Act is to be relaxed or diluted, but that it may be only in exceptional circumstances like the one in the present case, that the rigors may be relaxed. Clearly, it would depend on a case to case basis.

13. Mr. Sannu, learned counsel for the appellant also argues that the petition under Section 34 of the Act filed by the respondent challenging the order of the tribunal on the application under Section 33(1)(a) of the Act would not be maintainable, especially in the absence of any challenge to the award dated 26.02.2024 itself. We fail to see how this argument is sustainable. Clearly, any order passed under Section 33 of the Act is deemed to be an additional award, and if so, the invocation of Section 34 of the Act to challenge such additional award or refusal thereto would surely fall within the ambit of challenge under Section 34 of the Act.

14. In view of the above, apart from the opinion rendered by the learned Single Judge with which we concur, for the additional reasons rendered above, we find no merit in the present appeal. In fact, we are of the considered opinion that the present appeal is misconceived and vexatious and could have



2025:DHC:9818-DB



been easily avoided by an instrumentality of the State like the appellant. After all, the appellant never filed any petition challenging the award dated 26.02.2024 on merits. In other words, no party can be deprived of the benefits of an award passed by an arbitral tribunal, except in accordance with law.

15. For the reason that the appellant has unnecessarily caused harassment to the respondent, we impose a token cost of Rs.5,000 upon the appellant to be deposited in account of the Delhi High Court Bar Clerk's Association within four weeks from the date. Details of the bank account are as under:

Account No: 15530100006282

IFSC Code: UCBA0001553

Bank Name: UCO Bank

Branch: Delhi High Court

16. The appeal is, thus, dismissed along with pending applications, if any.

TUSHAR RAO GEDELA, J

DEVENDRA KUMAR UPADHYAYA, CJ

NOVEMBER 7, 2025

Kct/yrj/rl