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

Date of Decision: 05.05.2026

\+ O.M.P. (COMM) 473/2024, I.A. 44506/2024 (Stay) & I.A. 44507/2024 (Delay of 25 days in filing the petition)

DIRECTOR GENERAL OF MARRIED ACCOMMODATION PROJECTS (DGMAP) .....Petitioner

Through: Mr. Shashank Garg, Senior Advocate along with Mr. Hussain Taqvi, Senior Panel Counsel and Ms. Aadya Anta, Advocate.

versus

RDS PROJECT LIMITED .....Respondent

Through: Ms. Asha Jain Madan, Advocate.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

% **JUDGEMENT (ORAL)**

1. The present Petition, filed on 01.10.2024 under Section 34 of the **Arbitration and Conciliation Act, 1996**[1], seeks to challenge the **Arbitral Award dated 29.04.2024**[2] as well as the **Corrected Arbitral Award dated 06.06.2024**[3] passed by the learned Arbitral Tribunal.

2. At the outset, Ms. Asha Jain, learned counsel appearing on behalf of the Respondent, raises a preliminary objection to the maintainability of the present Petition on the ground that the same is

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[1] Act
[2] Original Award
[3] Corrected Award

barred by limitation.

3. In furtherance of the said objection, learned counsel for the Respondent submits that the Application under Section 33 of the Act, preferred by the Petitioner seeking correction of the Original Award before the learned Arbitral Tribunal, was itself filed beyond the statutory period of thirty days prescribed under Section 33(1) of the Act.

4. Learned counsel contends that once such an application came to be filed by the Petitioner beyond the prescribed period, the learned Arbitral Tribunal had already become *functus officio*, and consequently, the Corrected Award would be rendered *non-est* in the eyes of law.

5. In support of the aforesaid contention, reliance is placed upon the Judgment of the Hon'ble Supreme Court in ***Geojit Financial Services Ltd. v. Sandeep Gurav***[4], particularly the conclusory observations contained in Paragraph No. 35 thereof, which read as follows:

> "**35.** We summarize our conclusion as under: —
> (i) Where an application under Section 33 of the 1996 Act has not been filed, the legislature was conscious enough to state that it would be the date of the receipt of the award which would earmark the commencement of limitation for an application for setting aside of an award in terms of Section 34 of the 1996 Act. Whereas, in the case where an application under Section 33 of the 1996 Act has been filed, the legislature was conscious enough to lay down that it would be the date of disposal of such request or application, that would be the starting point for calculation of limitation.
> (ii) <u>Where such an application under Section 33 of the 1996 Act is filed, irrespective of whether the arbitral tribunal upon considering such application, either makes or does not make any correction or modification or choose to render or to not render an additional award in terms of Section 33 of the Act,</u>

[4] 2025 SCC OnLine SC 1811

1996, the starting point for the period of limitation for challenging the same under Section 34 as per sub-section (3) would be the date of disposal of such application under Section 33 by the arbitral tribunal, **as the long as the application under Section 33 of the 1996 Act had been filed within prescribed period of limitation under sub-section (1) thereto AND with notice to the other party**. Any other interpretation to the contrary, would do violence to plain and unambiguous language used in Section 34 sub-section (3) of the Act, 1996.

(iii) In the aforesaid scenario, neither the date of passing of the original award or date of receipt of the same by the party nor the date of receipt of the corrected award or date of receipt of the decision of the arbitrator disposing the application under Section 33 of the 1996 Act is of any significance. What is of significance, under Section 34 sub-section (3) of the Act, 1996 is the date on which the application or request under Section 33 came to be disposed by the arbitral tribunal.

(iv) In the same breath, where a request is made under Section 33 of the 1996 Act, it is immaterial for the purpose of computation of limitation under Section 34 sub-section (3) whether such request fell within the purview of the said provision or not. What is material is only that such request was made in the manner delineated under Section 33 i.e., it fulfilled the twin conditions of being made; (I) "*within thirty days from the receipt of the arbitral award*" and (II) "*with notice to the other party*" stipulated therein."

(Emphasis supplied)

6. Learned counsel for the Respondent accordingly submits that once the Corrected Award is rendered legally unsustainable and *non-est* in the eyes of law, the limitation for filing the present Petition would necessarily have to be reckoned from the date of receipt of the Original Award.

7. Learned counsel for the Respondent, in this regard, further contends that the Original Award admittedly came to be received by the **Directorate General of Married Accommodation Project**[5] on 01.05.2024, and therefore, the present Petition, having been filed on 01.10.2024, which is beyond the prescribed period of 3 months and

[5] DGMAP

further condonable period of 30 days under Section 34(3) of the Act, is liable to be dismissed as barred by limitation.

8. In this regard, learned counsel appearing on behalf of the Respondent has drawn the attention of this Court to Clause 8 of the **Notice Inviting Tender**[6], which formed an integral part of the contractual agreement executed between the parties and specifically designated the DGMAP as the "*Accepting Officer*" for the purposes of the contract. Clause 8 of the NIT reads as follows:

> "**8.**The Director General, Married Accommodation Project, Kashmir House, Rajaji Marg, New Delhi-110011 will be Accepting Officer hereinafter referred to as such for the purpose of this contract."

9. Learned counsel for the Respondent accordingly submits that, once the NIT itself recognises the DGMAP as the competent authority under the contractual arrangement between the parties, the receipt of the Original Award by the DGMAP on 01.05.2024, which fact is undisputed, must be treated as the relevant date for the purposes of computation of limitation under Section 34(3) of the Act. It is further contended that the application, subsequently filed under Section 33(1) of the Act, seeking correction of the Original Award was instituted on 03.06.2024, which was beyond the statutory period of thirty days prescribed under the said provision.

10. Consequently, according to the Respondent, the learned Arbitral Tribunal had by then become *functus officio* and was rendered devoid of jurisdiction to entertain or adjudicate upon the said application.

11. In such circumstances, it is submitted that the filing of the belated application under Section 33(1) of the Act could neither extend nor postpone the commencement of limitation under Section

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[6] NIT

34(3) of the Act, which, according to the Respondent, began to run from the date of receipt of the Original Award by the DGMAP, *namely*, 01.05.2024.

12. ***Per contra***, learned counsel appearing on behalf of the Petitioner contends that the relevant date for commencement of limitation for the purpose of Section 33(1) application would not be 01.05.2024 but 03.05.2024, being the date on which the Original Award was allegedly received by the **Contract Section Team A2**[7], *i.e.*, the Section dealing with the arbitral proceedings.

13. Learned counsel further submits that the Contract Section of the DGMAP was the authority directly concerned with the arbitral proceedings and competent to take decisions in relation thereto, and therefore, the limitation for Section 33(1) application must be reckoned from the date on which the said authority received the Original Award, *i.e.*, on 03.05.2024.

14. In support of the aforesaid submission, reliance is placed by the learned counsel for the Petitioner on the Judgement of the Hon'ble Supreme Court in ***Union of India v. Tecco Trichy***[8], particularly Paragraph Nos. 8 to 10 thereof, wherein the Apex Court observed that receipt of an arbitral award by an officer having no nexus with the arbitral proceedings would not trigger limitation and that the relevant date would be the date on which the Award is received by the authority directly concerned with the conduct of the arbitration proceedings. The relevant portion of the said judgement reads as under:

> "**8.** The delivery of an arbitral award under sub-Section (5) of

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[7] Contract Section
[8] 2005 (4) SCC 239

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.

9. In the context of a huge organization like Railways, the copy of the award has to be received by the person who has knowledge of the proceedings and who would be the best person to understand and appreciate the arbitral award and also to take a decision in the matter of moving an application under sub-Section (1) or (5) of Section 33 or under sub-Section (1) of Section 34.

10. In the present case, the Chief Engineer had signed the agreement on behalf of Union of India entered into with the respondent. In the arbitral proceedings the Chief Engineer represented the Union of India and the notices, during the proceedings of the Arbitration, were served on the Chief Engineer. Even the arbitral award clearly mentions that the Union of India is represented by Deputy Chief Engineer/Gauge Conversion, Chennai. The Chief Engineer is directly concerned with the Arbitration, as the subject matter of Arbitration relates to the department of the Chief Engineer and he has direct knowledge of the arbitral proceedings and the question involved before the arbitrator. The General Manager of the Railways has only referred the matter for arbitration as required under the contract. He cannot be said to be aware of the question involved in the arbitration nor the factual aspect in detail, on the basis of which the arbitral tribunal had decided the issue before it unless they are all brought to his notice by the officer dealing with that arbitration and who is in-charge of those proceedings. Therefore, in our opinion, service of arbitral award on the General Manager by way of receipt in his inwards office cannot be taken to be sufficient notice so as to activate the Department to take appropriate steps in respect of and in regard to the award passed by the arbitrators to constitute starting point of limitation for the purposes of Section 34(3) of the Act. The service of notice on the Chief Engineer on 19.3.2001 would be the starting point of limitation to challenge the award in

the Court."

15. Learned counsel for the Petitioner, in view of the aforesaid decision, therefore, submits that since the competent authority entrusted with taking decisions in relation to the arbitral proceedings was the Contract Section, therefore the period of limitation for section 33(1) application must necessarily be computed from the date on which the said Contract Section of the DGMAP received a copy of the Award, which, according to him, was on 03.05.2024.

16. Learned counsel for the Petitioner, in order to substantiate the said date, further places reliance upon the internal Entry Register to contend that the Award was placed before the Contract Section only on 03.05.2024.

17. Learned counsel for the Petitioner submits that, *arguendo*, assuming that the Application under Section 33 of the Act was filed beyond the prescribed period of 30 days, the same would not render the proceedings *non-est*, particularly in view of the fact that no objection in this regard was raised before the learned Arbitral Tribunal at the relevant stage.

18. Learned counsel therefore submits that such conduct would amount to a deemed waiver within the meaning of Section 4 of the Act. In support thereof, reliance is placed upon the judgment of the Hon'ble Supreme Court in ***NDMC v. S.A. Builders***[9], particularly Paragraph Nos. 53 and 54 thereof, which read as under:

> "**53.** As per sub-section (1) of Section 33, within 30 days from the date of receipt of the arbitral award, 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. Further, if the parties agree, a party with notice to the other party, may request the Arbitral

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[9] 2025 (7) SCC 132

> Tribunal to give an interpretation of a specific point or part of the award. The period of 30 days contemplated under sub-section (1) may stand extended to another period of time if agreed upon by the parties. Therefore, ordinarily the time-limit for correction of errors or for interpretation of a specific point or part of the award is 30 days from the date of receipt of the arbitral award. However, the limitation of 30 days can be waived for another period of time, if agreed upon by the parties. Question for consideration is what would be the contours of the expression "*unless another period of time has been agreed upon by the parties*", as appearing in sub-section (1) of Section 33.
> **54.** Sub-section (7) of Section 33 clarifies that correction or interpretation of arbitral award or passing of additional arbitral award would attract Section 31 of the 1996 Act as discussed supra. Therefore, the language of sub-section (1) of Section 33 makes it abundantly clear that the period of 30 days as provided in Section 33(1) is not an inflexible period. If the parties agree, the said period can be extended."

19. Learned counsel for the Petitioner, in the backdrop of the foregoing submissions, contends that the application filed under Section 33(1) of the Act was maintainable and in accordance with law. It is therefore submitted that the limitation for filing the present petition under Section 34 of the Act would commence only from the date on which the Corrected Award came to be passed by the learned Arbitral Tribunal, *namely*, 06.06.2024.

20. According to the Petitioner, in view of Section 34(3) of the Act, the period of limitation for instituting the present Petition is liable to be reckoned from the said date. Consequently, it is contended that the present petition, having been filed within the maximum permissible period of three months and the further condonable period of thirty days contemplated under Section 34(3) of the Act, is well within limitation and therefore maintainable.

<u>ANALYSIS & DECISION</u>:

21. This Court has heard the learned counsel appearing on behalf of

the parties and, with their able assistance, perused the material available on record and the Judgements put forth across the bar.

22. At the outset, for the sake of clarity and convenience, this Court deems it appropriate to set out a tabulated chart containing the undisputed chronology of material dates, indicating the sequence of proceedings along with the corresponding dates thereof. The same is as under:

Event	**Date**
Original Award Rendered	29.04.2024
Original Award received by DGMAP	01.05.2024
Original Award received by Contract Section	03.05.2024
Filing of Section 33 Application	03.06.2024
Corrected Award Rendered	06.06.2024
Filing of the present Section 34 Petition	01.10.2024

23. In light of the rival submissions advanced on behalf of the parties, the preliminary objection raised by the Respondent with respect to limitation requires adjudication on two interconnected aspects.

24. *First,* whether the Corrected Award dated 06.06.2024 was in accordance with Section 33 of the Act and *second,* depending upon the answer to the aforesaid issue, what would constitute the relevant date for commencement of limitation under Section 34(3) of the Act.

25. Accordingly, the crucial question that falls for consideration, in pursuance of the submissions made by the learned counsel for the Respondent, is whether the Corrected Award is rendered *non-est* in the eyes of law on the ground that the said Application was preferred

beyond the prescribed period of thirty days contemplated under Section 33(1) of the Act. Section 33(1) is reproduced hereinunder for ready reference:

> **"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;
> (b) if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award."

26. The language employed in Section 33(1) of the Act is plain and unambiguous. An application seeking correction or interpretation of an Award is required to be filed within a period of thirty days "*from the date of receipt of the Award*". The provision, however, permits extension of the said period only where another period of time has been agreed upon by the parties.

27. The contention of the Petitioner is that the Original Award was received by the Contract Section of the DGMAP only on 03.05.2024, which is contended to be the competent authority since the Contract Section was allegedly directly concerned with the relevant arbitral proceedings.

28. The aforesaid contention, in the considered opinion of this Court, is untenable in law.

29. A perusal of Clause 8 of the NIT unequivocally demonstrates that the DGMAP itself was designated as the '*Accepting Officer*' under the Contract executed between the parties. The Contract further clearly reflects that it was executed by the Joint Director (Contracts) for and on behalf of the DGMAP. The pleadings before the learned

Arbitral Tribunal, have been instituted by and in the name of the DGMAP, and the present Section 34 Petition has, in fact, been signed by the DGMAP himself and not by any delegated official or the Contract Section, thereby reflecting the DGMAP's central and authoritative role in relation to the Contract in question.

30. The aforesaid circumstances, when considered cumulatively, unmistakably establish that the DGMAP itself was the competent and decision-making authority governing the contractual relationship between the parties at all material stages, including the execution, administration, and conduct of proceedings arising therefrom.

31. Therefore, the reliance by the Petitioner on the Judgment of the Hon'ble Supreme Court in ***Tecco Trichy*** (*supra*) is clearly not applicable in the present factual matrix and thus clearly distinguishable. In the said case, the Award had been received by the General Manager of the Railways, who was not directly concerned with the conduct of the arbitral proceedings and whose role was confined merely to referring the disputes to arbitration.

32. In distinction thereto, as discussed hereinbefore, in the present case, the Contract itself expressly designates the DGMAP as the "*Accepting Officer*". Consequently, the DGMAP, being the very authority recognized under the Contract, cannot subsequently contend that he lacked awareness of the relevant arbitral proceedings and that the Contract Section was the only authority concerned with the said proceedings.

33. In view of the foregoing discussion, this Court is of the considered view that it stands well-established that the *"receipt of the award"*, as contemplated under the Act, was on 01.05.2024, *i.e.*, the date on which the Original Award was admittedly received by the

DGMAP.

34. Once the date of receipt of the Award is taken to be 01.05.2024, the Application under Section 33(1) of the Act ought to have been filed on or before 31.05.2024. Admittedly, the said Application came to be filed only on 03.06.2024 and was therefore beyond the prescribed statutory period.

35. At this stage, the alternate contention of the Petitioner that there existed a deemed waiver to object, in terms of Section 4 of the Act, of the limitation period of 30 days as under Section 33(1) of the Act, and consequently the expression, in Section 33(1) of the Act, *"unless another period of time has been agreed upon by the parties"* assumes importance and requires careful adjudication.

36. The aforesaid contention, to the effect that since no objection with respect to the limitation of Section 33 Application was taken before the learned Arbitrator, the same would be deemed to have been waived, in the considered opinion of this Court, is wholly misconceived and untenable in law.

37. A plain reading of Section 4 of the Act demonstrates that the provision operates within a limited and specific sphere. It applies to situations where a party, despite having knowledge of either a derogable provision of the Act or any non-compliance with a requirement under the arbitration agreement, nevertheless proceeds with the arbitral proceedings without raising a timely objection thereto. In such circumstances, the consequence contemplated under Section 4 is merely a deemed waiver of the right to subsequently object to such non-compliance. Section 4 of the Act is reproduced herein under for ready reference:

> **"4. Waiver of right to object**. - A party who knows that—

> (*a*) any provision of this Part from which the parties may derogate, or
> (*b*) any requirement under the arbitration agreement, has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compliance without undue delay or, if a time-limit is provided for stating that objection, within that period of time, shall be deemed to have waived his right to so object."

38. In the present case, once the Application under Section 33(1) of the Act was filed beyond the prescribed statutory period of thirty days, the learned Arbitral Tribunal had already become *functus officio* in respect of the Award in question. Consequently, the jurisdiction of the learned Arbitral Tribunal to entertain such Application stood extinguished by operation of law itself.

39. Section 4 clearly contemplates that the waiver would operate during the pendency of the arbitration and not post the conclusion. This is apparent by the use of the words, "*...and yet proceeds with the arbitration...*" in Section 4.

40. In such circumstances, mere absence of objection on the part of the Respondent before the learned Arbitral Tribunal cannot be construed as resuscitating or bringing back to life a concluded proceedings without strictly following the statutory mandate of Section 33 of the Act. This would amount to conferring jurisdiction upon the learned Arbitral Tribunal contrary to the statutory scheme of the Act. Jurisdiction that stands exhausted by operation of law cannot be revived by acquiescence, silence, or implied waiver.

41. A bare perusal of Section 33 of the Act makes it evident that the only manner in which the period prescribed under Section 33(1) of the Act could have been extended was through an agreement between the parties stipulating another period of time. The provision itself expressly contemplates that an Application seeking correction or

interpretation of an Award is to be filed within thirty days from the date of receipt of the Award *"unless another period of time has been agreed upon by the parties"*.

42. In the considered opinion of this Court, the expression "..*agreed upon by the parties*", by its very nature, postulates a conscious, unequivocal, and bilateral *consensus ad idem* between the parties for extension of the prescribed timeline. Such an agreement cannot be inferred by implication, assumption, acquiescence, or mere conduct, unless the same clearly demonstrates a mutually accepted intention to extend the stipulated period. In the present case, it is not even the Petitioner's contention before this Court that there existed any express or implied agreement of such nature between the parties.

43. Furthermore, the use of the expression "*has been agreed*" also carries significance, inasmuch as it indicates that the agreement contemplated under the provision must exist prior to the filing of the application concerned and cannot be created retrospectively or subsequent to the institution of such proceedings.

44. In this view of the matter, this Court is of the opinion that absent a prior agreement as between the parties with respect to the time for filing of the Section 33 Application, the filing of the same before a Tribunal, which after rendering the Award, had become *functus officio*, would be rendered *non-est*.

45. Further, the Hon'ble Supreme Court in ***Geojit Financial Services*** (supra) has itself recognised that an Application under Section 33 of the Act filed beyond the prescribed statutory period would not extend the period of limitation under Section 34(3) of the Act, which, in the considered opinion of this Court, is what is being sought by the Petitioner. Upon the expiry of the statutory period, the

learned Arbitral Tribunal becomes *functus officio* and any correction carried out thereafter, if not carried out strictly in terms of Section 33, would be rendered legally unsustainable.

46. This Court is also of the considered opinion that the reliance placed by the Petitioner on the Judgment of the Hon'ble Supreme Court in ***NDMC v. S.A. Builders*** (*supra*) is misconceived and, in fact, operates contrary to the case sought to be canvassed by the Petitioner.

47. A perusal of Paragraph Nos. 53 and 54 of the said Judgment, which have been relied upon by the Petitioner, would reveal that the Hon'ble Supreme Court itself has recognized that although the period of limitation of 30 days is not inflexible, any extension thereto can arise only where *"another period of time has been agreed upon by the parties"*. The said Judgment, therefore, reinforces the requirement of a bilateral agreement, explicitly indicating *consensus ad idem* between the parties for extension of the prescribed timeline and does not support the proposition that such extension can be inferred by implication, acquiescence, silence, or absence of objection under Section 4 of the Act.

48. In the present case, no material whatsoever has been placed on record to demonstrate the existence of any express agreement or any act indicating a prior *consensus ad idem* between the parties extending the statutory period prescribed under Section 33(1) of the Act. Consequently, the reliance upon ***NDMC v. S.A. Builders*** (*supra*) does not advance the case of the Petitioner.

49. In view of the foregoing discussion, this Court is of the considered opinion that the Application under Section 33(1) of the Act was barred by limitation. Consequently, the learned Arbitral Tribunal had become *functus officio* in relation to the Award in question, and

therefore, lacked jurisdiction to entertain or allow the said Application.

50. The Corrected Award dated 06.06.2024, having been rendered pursuant to a time-barred Application under Section 33(1), is accordingly rendered legally unsustainable and *non-est* in the eyes of law.

51. Accordingly, the only Award legally sustainable and operative between the parties is the Original Award dated 29.04.2024, which stood admittedly received by the DGMAP, being the competent authority to receive the same, on 01.05.2024.

52. Having held that the Original Award is the only operational and existent Award between the parties, which stood received on 01.05.2024, the only surviving question is whether the present Petition, which seeks the setting aside of the Original Award, is barred by Limitation.

53. In terms of Section 34(3) of the Act, a Petition seeking the setting aside of an Arbitral Award is required to be preferred within a period of three months from the date on which the party making the application had received the Arbitral Award, with a further condonable period of thirty days upon sufficient cause being shown.

54. Admittedly, the present Petition came to be filed only on 01.10.2024, *i.e.*, beyond not only the prescribed period of three months but also beyond the further condonable period of thirty days contemplated under the proviso to Section 34(3) of the Act.

55. It is trite law that the limitation prescribed under Section 34(3) of the Act is strict and mandatory in nature and that upon expiry of the additional condonable period of thirty days, this Court is rendered devoid of jurisdiction to entertain the Petition.

56. Accordingly, this Court is of the considered opinion that the present Petition is clearly barred by limitation and is liable to be dismissed on the said ground alone.

57. The present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

58. No Order as to costs.

HARISH VAIDYANATHAN SHANKAR, J.

MAY 05, 2026/tk/DJ