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

Reserved on: 22nd July, 2025
Date of decision: 8th October, 2025

\+ **FAO(OS) (COMM) 37/2025 & CM APPL. 13366/2025**

M/S TEFCIL BREWERIES LTD. .....Appellant

Through: Mr. Sushil Bajaj, Mr. Bhavook Chauhan, Mr. Amit Sanduja, Ms. Sakshi Singh & Mr. Tushar Batra, Advocates.

versus

M/S ALFA LAVAL INDIA PVT. LTD. .....Respondent

Through: Mr. Shankar Vaidialingam & Mr. Shivain Vaidialingam, Advs.

CORAM:
JUSTICE PRATHIBA M. SINGH
JUSTICE RAJNEESH KUMAR GUPTA

JUDGMENT

Prathiba M. Singh J.,

1. The present appeal has been filed by the Appellant-M/s Tefcil Breweries Ltd. under Section 37 of the Arbitration and Conciliation Act, 1996 (hereinafter *'the Act'*) read with Section 13 of the Commercial Courts Act, 2015 challenging the judgment dated 8th January, 2025 (hereinafter, *'impugned judgment'*) passed by the ld. Single Judge of this Court in ***O.M.P. (COMM) 479/2018*** titled ***'Tefcil Breweries Ltd. v. Alfa Laval (India) Limited'***.

2. *Vide* the impugned judgment, the petition filed by the Appellant under Section 34 of the Act assailing the Arbitral Award dated 17th October, 2017 and additional award dated 18th May, 2018 has been dismissed by the ld. Single Judge of this Court on the ground of being barred by limitation.

Facts

3. The background of the present case is that the Appellant had approached the Respondent – M/s Alfa Laval India Pvt. Ltd. which is a leading supplier of brewery plants for setting up of a brewery plant as a green field project. An agreement dated 17th March, 2005 was entered into for supply, erection, and commissioning of a brewery plant at Nargala Industrial Area, Samlana- Jwali, District Kangara, Himachal Pradesh. The total consideration in terms of the Letter of Intent dated 1st November, 2004 was Rs.21.30 crores.

4. Certain disputes had arisen between the parties which resulted in reference of the same to arbitration by a Sole Arbitrator. The Claimant *i.e.,* M/s Alfa Laval India Pvt. Ltd. had raised various claims *qua* dues for goods supplied, differential sales tax liability, costs of transportation, interest and other costs. The claims were adjudicated by the ld. Arbitrator who passed the award on 17th October, 2017. In terms of the Award, various claims and counter claims were allowed.

5. An application under Section 33 of the Act was filed on behalf of the Claimant *i.e.,* Respondent herein seeking certain corrections as also praying for passing of an additional award under Section 33(4) of the Act. The said application was duly replied to by the Appellant herein. A rejoinder was also filed by the Respondent and an additional award was passed on 18th May, 2018 in the following terms:

> *"3. As regards prayer (a), the confusion arose with regard to the claims as mentioned in the written arguments wherein the claims were given serial numbers whereas in the claim petition there was no serial number of claims and all the claims were*

mentioned without numbering and were in the form of paragraphs/pleadings. What is being sought through this prayer is that there is no finding on claim no.1 as referred to in the written arguments filed by the Claimant. The amount of the claim as given in the written arguments under the title claim no.1 is RS.71,97,513/- . This amount is being claimed in respect of the goods which had been supplied and which had not been prayed for, though these goods were admittedly taken back by the, Claimant with the permission to sell the same. The amount being claimed is towards the loss suffered by the Claimant as to the difference of the actual cost and cost at which the goods were sold including refurbishment charges."

xxx xxx xxx

10. In the result I allow the claim no.1 to the extent of 75% of Rs.41,65,186/-, the refurbishment cost which comes to be Rs.31,23,889/-.

11. As regards prayer (b) Ld. Counsel for the Claimant contents that there is no specific finding on claim no.6 which was on account of non-furnishing of "C" Form of Sales Tax. However, against claim no.7 which was the claim on account of the interest on claim no.6 there is a finding that the Respondent cannot be fastened with this liability. In view of this, prayer (b) is declined.

12. By way of prayer (c), the Claimant is also seeking clarification with regard to the finding by this Tribunal in para 63 of Claim no.1 (a) as to the amount which is refundable to the Claimant, though it was clearly mentioned that "in my view since an amount of Rs. 1.10 crores was deposited conditionally and without prejudice in terms of the order dated 08.05.2010, in that case the said figure will be offset from the said amount of Rs. 1.10 crores and the balance will become refundable under the order dated 08.05.2010 and payable to the Claimant as per affidavit of undertakings filed in the proceedings".

13. In my view there is no need for clarification as it will be revisiting the award on merits as well as on the basis of evidence produced by the Claimant. The above prayer is also being declined.

14. The cumulative effect of the foregoing discussion is that the Claimant is entitled to an amount of Rs. 31,23,889/- towards claim no.1. This order shall form part of the main award which stands modified."

6. As can be seen from the above additional award, a further sum of Rs.31,23,889/- was awarded to the Respondent. The same was pronounced on 18th May, 2018 and was also communicated by the office of the ld. Arbitrator on 23rd May, 2018 at 14:12 P.M. to the ld. Counsels for the parties. Immediately, thereafter, on the same day, at 7:28 P.M., a small typographical error was brought to the notice of the ld. Arbitrator by the ld. Counsel for the Respondent in the additional award at page no. 2 where the amount was wrongly mentioned as Rs.71,97,513/-. It ought to have read as Rs.1,71,97,513/-. The said correction was duly communicated at 8:56 P.M. itself by the ld. Arbitrator to the ld. Counsels for the parties. The said communication reads as under:

Subject: Re: Order dated 18.05.2018 in ^_Alfa^_ ^_Laval^_ India Private Limited v. Tefcil Breweries Limited

From: justicejdkapoor@yahoo.com
To: s.vaidialingam@gmail.com
Cc: shankarvaidialingam@gmail.com; bhavook@gmail.com; mohitjaiswal7@gmail.com
Date: Wednesday, May 23, 2018, 8:56:47 PM GMT+5:30

BEFORE JUSTICE J.D. KAPOOR

Corrigendum

It is clarified that the figure of Rs. 71,97,513/- appearing in 2nd last line at Page No.2 of the Order dated 18.05.2018 on the application u/s 33 of Arbitration & Conciliation Act, 1996 shall be read as Rs.1,71,97,513/-

Justice J.D. Kapoor
Sole Arbitrator
Sent from my iPhone

On 23-May-2018, at 7:28 PM, Shivain Vaidialingam <s.vaidialingam@gmail.com> wrote:

Respected Sir,

A typographical error seems to have surfaced in the second last line of page no. 2 of the order. The second last line of page no. 2 reads as follows: -

"The amount of the claim as given in the written arguments under the title claim no. 1 is Rs. 71, 97, 513/-.*.

The correct figure is Rs. 1,71, 97,513/- (Rs. One Crore Seventy One Lakhs Ninety Seven Thousand Five Hundred and Thirteen). Therefore, the figure may be corrected to the aforementioned extent.

Thanking you,

Regards

Shivain Vaidialingam
Advocate for the Claimant

On Wed 23 May, 2018, 2:13 PM EMAIL ALERT, <justicejdkapoor@yahoo.com> wrote:

OFFICE OF
JUSTICE J.D. KAPOOR
SOLE ARBITRATOR

All Concerned,

Please find herewith the attached copy of the order dated 18.05.2018 passed by the Tribunal in Alfa Laval (India) Limited Vs. Tefcil Breweries Limited.

Mohit Jaiswal
Secretary To Justice J.D.Kapoor

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7. Thereafter, the duly signed corrected copy of the additional award dated 18th May, 2018 was dispatched to the parties and the same is stated to have been received by the Appellant on 21st August, 2018. The Appellant thereafter filed a petition under Section 34 of the Act on 13th November, 2018 being ***O.M.P. (COMM) 479/2018*** titled ***'Tefcil Breweries Ltd. v. Alfa Laval (India) Limited'***, challenging the award dated 17th October, 2017 and additional award dated 18th May, 2018 passed by the ld. Arbitrator.

8. The said petition under Section 34 has been dismissed as being barred by limitation. The relevant portion of the Ld. Single Judge's judgement reads:

> *"31. This Court is of the opinion that the judgment of the Division Bench is not only binding but also analyses the provisions of Section 34(3) of the Arbitration and Conciliation Act, 1996 which actually gives two timelines. One, where an application under Section 33 of the Arbitration and Conciliation Act, 1996 has not been filed in which case the legislature was conscious enough to state that it would be the date of the receipt of the award whereas, in the case where an application under Section 33 of the Arbitration and Conciliation Act, 1996 has been filed, the legislation was conscious enough to lay down that the date of disposal would be the starting point for calculation of limitation.*
> *32. To state that the date of receipt of the corrected award even in cases where an application under Section 33 of the Arbitration and Conciliation Act, 1996 has been filed will be taken as the starting point of the time period under Section 34 of the Arbitration and Conciliation Act, 1996 and not the date of the disposal would actually go contrary to the plain reading of Section 34(3) of the Arbitration and Conciliation Act, 1996.*
> *33. In view of the above, this Court is of the opinion that the present challenge is belated and therefore, the application filed by the Petitioner under Section 34 of*

the Arbitration and Conciliation Act, 1996 challenging an Award dated 17.10.2017 and the additional Award dated 18.05.2018 passed by the learned Arbitrator is hit by limitation.
34. With these observations, the petition is disposed of along with pending application(s), if any."

Submissions on behalf of the Parties

9. Mr. Bajaj, ld. Counsel for the Appellant submits that in terms of the decision in ***USS Alliance Vs State of Uttar Pradesh and Ors, 2023 SCC Online SC 778***, the correction made to the additional award on 23rd May, 2018 has to be construed as a *suo moto* correction as it was without any notice to the Appellant. Since the correction made is in the nature of a *suo moto* correction, the date for filing of the petition under Section 34 of the Act would be construed from the day when the signed copy of the corrected award is received in terms of Section 34(3) of the Act read with Section 31 of the Act.

10. However, ld. Counsel for the Appellant concedes to the fact that a copy of the award along with the corrections made on 23rd May, 2018 were duly mailed to ld. Counsel for the parties by the ld. Arbitrator. However, Mr. Bajaj, ld. Counsel points out that the same were sent only to the ld. Counsels for the parties and not to the parties. According to the ld. Counsel for the Appellant, under Section 2(h) of the Act, parties have to mean litigants and not the Counsels and each and every award or order passed by the Arbitral Tribunal has to comply with Section 31(5) of the Act and therefore, there has to be a signed award to attain finality.

11. Reliance is placed upon the decision of the Bombay High Court in ***Mumbai Metropolitan Region Development Authority v. Mumbai Metro One Pvt. Ltd., 2024: BHC-OS:17968*** which according to Mr. Bajaj, applies

with full force on the facts. In the said judgment, the ld. Single Judge of the Bombay High Court has observed that even a correction mandates receipt of the signed copy. The said judgment also upholds the principle that even in a case of *suo moto* correction of the award, the starting point would be the date when the signed corrected award is received by the parties.

12. According to ld. Counsel, the delivery of the signed copy of the amended or corrected award to the parties is important as it is only then that there is finality attached to the award. The question of literal or purposive interpretation does not arise in the present case. Ld. Counsel for the Appellant further submits that the compliance of Section 31 of the Act is absolutely essential. Section 33(1) of the Act contemplates that notice has to be issued in case of every order passed under Section 33 of the Act and the decision in ***USS (Supra)*** would squarely apply to the facts of the present case.

13. Finally, reliance is also placed on the decision of a Co-ordinate Bench of this Court in ***Ministry of Health & Family Welfare &Anr. v. M/s Hosmac Projects Divisions of Hosmac India Pvt. Ltd., 2023: DHC: 9377-DB***, which mandates in paragraph 11.1 of the said decision that Section 31(5) of the Act requires the signed copy to be delivered to each party, Moreover, in the ultimate analysis of the said decision, paragraph 15.1 clearly holds that every Arbitral Award as well as the corrigendum must be served upon all parties for it to constitute valid service under Section 34(3) of the Act. Ld. Counsel for the Appellant has also placed reliance upon the decision in ***Ministry of Youth Affairs and Sports, Dept. of Ports, Govt. of India v. Ernst and Young Pvt. Ltd. (Now Known as Ernst and Young LLP) and Anr., 2023 SCC OnLine Del 5182*** to argue that the period of limitation for filing a petition under Section 34 of the Act would commence only after valid delivery of the award

in accordance with Section 31(5) of the Act, including the additional award passed under Section 33 of the Act.

14. On the other hand, Mr. Shankar Vaidialingam, ld. Counsel for the Respondent submits that the decision in ***USS Alliance (Supra)*** would not assist the Petitioner as in the said case, on the date when the corrected order was pronounced *i.e.*, 5th May, 2018, the 90 days were construed from the said date and the petition under Section 34 of the Act was filed within 90 days from the said date.

15. Ld. Counsel for the Respondent further submits that the question of receipt of signed copy, in the case of a *suo moto* correction, was not the subject matter in ***USS Alliance (Supra)***. He also submits that the Co-ordinate Bench of this Court in the decision in ***Prakash Atlanta JV v. National Highways Authority of India, 2016 SCC OnLine 743*** has cleared the doubt that irrespective of the nature of the correction made under Section 33 of the Act, the limitation would run from the date when the application under Section 33 of the Act is disposed of *i.e.,* that would be the trigger date and not the date when the signed award is received.

16. Mr. Shankar Vaidialingam, ld. Counsel places further reliance upon the decision in ***Prakash Atlanta JV (Supra)*** to argue that insofar as an order under Section 33 of the Act, is concerned, the limitation begins to run from the date when the said application under Section 33 of the Act is disposed of and not from the date when the corrected award is received.

17. Reliance is placed on the view of the Supreme Court in ***Ved Parkash Mithal & Son v. UOI, 2018 SCC OnLine 3181***. In the said decision, the decision of the Bombay High Court in ***Amit Suryakant Lunavat v. Kotak Securities, 2010 (6) Mh.L.J. 764*** was considered wherein the Bombay High

Court had held that if in the application under Section 33 of the Act, there is a modification of the original award then the original award loses its originality and the limitation will commence from the time when the order of the application under Section 33 of the Act is received by the parties. The Supreme Court in the said decision has categorically held that the said view does not reflect the correct position of law.

18. Thus, according to Mr. Vaidialingam, sending of copy of an order under Section 33 of the Act is not relevant. The receipt of the signed award and delivery of the same is relevant only insofar as the original award is concerned.

19. In addition, it is submitted by Mr. Shankar Vaidialingam, ld. Counsel that the order under Section 33 of the Act in the present case had three aspects:

- Correction of a typographical error;
- Interpretation of the award;
- Two claims being left out by the ld. Arbitrator.

20. The additional award dated 18th May, 2018, corrected the typographical error. Insofar as the interpretation is concerned, the Arbitral Tribunal held that there is no requirement of revisiting the said award. On one of the claims that was left out, the Arbitral Tribunal held that the same had been omitted due to wrong numbering, and, in respect of the other, the Arbitral Tribunal observed that the said claim had already been dealt with under the heading of another claim. Accordingly, the award incorporates the additional award in favour of the Respondent.

21. Ld. Counsel for the Respondent further submits that the issue of *suo moto* correction was never raised before the ld. Single Judge which is now sought to be raised before this Court. Further, ld. Counsel for the Respondent

submits that the ld. Single Judge of this Court in the impugned judgment has accepted that it is the date of disposal of the application under Section 33 of the Act which would be relevant.

22. Moreover, the submission on behalf of the Respondent is that once an order under Section 33 of the Act has been passed, further triggers cannot be added under Section 34(3) of the Act by requiring the limitation to run from the date when the copy of the corrected award is received by the parties and thus, this cannot be the intention of Section 34(3) of the Act.

23. Reliance is placed upon the decision in ***Prime Interglobe Pvt. Ltd Vs. Super Milk Product Pvt. Ltd., 2024 SCC OnLine 6365*** to argue that the ld. Single Judge in the said judgement has clearly held that the statute cannot be modified and artificial considerations cannot be added. According to Mr. Shankar Vaidialingam, ld. Counsel, paragraph 29 of the said decision clearly stipulates that the three months period would start in terms of the date specified under Section 34(3) of the Act.

24. Mr. Shankar Vaidialingam, ld. Counsel further submits that similarly, the Co-ordinate Bench of this Court took a similar view in the decision of ***Paramount Premier V. Neeraj Grover, 2024:DHC:5595-DB*** wherein, in paragraph 18 of the said decision, it is held that the Court requires an objective parameter to be applied for computation of limitation period after a conjoint reading of Sections 33 and 34 of the Act. The said judgment also considers the decision in ***Ved Parkash Mithal & Son (Supra)*** and also the decision in ***USS Alliance (Supra)***. Accordingly, following the decision in ***Ved Prakash Mittal & Son (Supra)*** it is held that, even if there is *suo moto* correction, the date of the said correction would be the correct date to compute the limitation period. However, this argument has not been raised by the Appellant before

the ld. Single Judge of this Court.

25. According to the Respondent, if there is no application under Section 33 of the Act, then it could be argued that the ld. Arbitrator must send the copy of the award. However, in the present case the date of order would be relevant as the same has been passed in an application filed by the parties.

26. Moreover, ld. Counsel for the Respondent submits that the objective parameter is also necessary failing which there could be various other subjective factors such as the presence of lawyers, presence of litigants, whether the award was sent or not, whether the same was signed fully or not, when it was received, etc. These factors could lead to uncertainty but the Court ought to take the interpretation that would support certainty in limitation rather than uncertainty.

27. Finally, it is submitted by Mr. Vaidialingam that the jurisdiction under Section 37 of the Act is not a very wide jurisdiction and since the argument of *suo moto* correction was not raised before the ld. Single Judge, it not ought to be permitted to raise in the appeal. Furthermore, even if there is technical mistake, since the Appellant never objected to the same, such an argument would not be permissible. Reliance is placed upon the decision of the Supreme Court in ***Punjab State Civil Supply Corporation Ltd. and Anr. v. Sanman Rice Mills and Ors., AIR 2024 (SC) 4856*** to support the said argument.

28. Reliance is also placed upon the decision in ***P. Radha Bai & Ors. v. P. Ashok Kumar & Anr., 2019 13 SCC 445*** to argue that Section 34(3) of the Act reflects the principle of unbreakability. The said principle according to ld. counsel gains support from the principle of certainty and principle of expediency of arbitral awards.

29. Mr. Bajaj, ld. Counsel for the Appellant in rejoinder submission firstly

concedes that the *suo moto* argument had not been raised before the ld. Single Judge. However, it is highlighted by ld. Counsel that on 18th May, 2018 when the application under Section 33 of the Act was being considered, the ld. Counsels for the parties were present and not the parties. Ld. Counsel further submits that in the facts of this case, the judgment in ***Ved Prakash Mithal & Sons (Supra)*** and ***Prakash Atlanta JV (Supra)*** would not be applicable.

Analysis and Findings

30. The facts of the present case are not in dispute. The Arbitral Award was pronounced on 17th October, 2017. An application was filed under Section 33 of the Act and the same was disposed of on 18th May, 2018 by the ld. Arbitrator. In the additional award passed on 18th May, 2018, there was a typographical error in respect of the amount which was mentioned *i.e.,* instead of Rs.1,71,97,513/-, the amount was mentioned as Rs.71,97,513/-. This amount was contained in the narration of the additional award and not in the operative portion. This typographical error was corrected on 23rd May, 2018. The said additional award was emailed to both the ld. Counsels for the parties. However, the signed additional award with the correction was received on 21st August, 2018 by the Appellant.

31. The short question that arises in the present appeal is that as to from when the limitation would arise for challenging the Arbitral Award under Section 34 of the Act.

32. The relevant provisions of the Act read as under:

> ***"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.

(2) If the arbitral tribunal considers the request made under sub-section (1) to be justified, it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the arbitral award.

(3) The arbitral tribunal may correct any error of the type referred to in clause (a) of sub-section (1), on its own initiative, within thirty days from the date of the arbitral award.

(4) Unless otherwise agreed by the parties, a party with notice to the other party, may request, within thirty days from the receipt of the arbitral award, the arbitral tribunal to make an additional arbitral award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

(5) If the arbitral tribunal considers the request made under sub-section (4) to be justified, it shall make the additional arbitral award within sixty days from the receipt of such request.

(6) The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional arbitral award under sub-section (2) or sub-section (5).

(7) Section 31 shall apply to a correction or interpretation of the arbitral award or to an additional arbitral award made under this section.

xxxx xxxx xxxx

34. Application for setting aside arbitral award.—

> *(1) Recourse to a Court against an arbitral award may be made only by an application for setting aside such award in accordance with sub-section (2) and sub-section (3).*
>
> *xxxx xxxx xxxx*
>
> *(3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the arbitral award or, if a request had been made under section 33, from the date on which that request had been disposed of by the arbitral tribunal:*
>
> *Provided that if the Court is satisfied that the applicant was prevented by sufficient cause from making the application within the said period of three months it may entertain the application within a further period of thirty days, but not thereafter."*

33. The abovementioned provisions have been interpreted in a number of decisions. One of the earliest decisions was of a Co-ordinate Bench of this Court in ***Prakash Atlanta JV (Supra)***. In the said decision, the Arbitral Award was dated 5th August, 2014. An application was thereafter filed under Section 33 of the Act to correct certain typographical, computational and other errors. The same was disposed of on 13th September, 2014. The objections to the Award, under Section 34 of the Act were filed on 4th February, 2015. The question was whether the same was filed within the limitation prescribed by the Act. The Respondent therein *i.e.*, National Highway Authority of India argued that the amended award was received by it on 7th November, 2014 and, therefore, the challenge was within limitation. The Co-ordinate Bench of this Court interpreted Sections 33 and 34(3) of the Act in the said decision.

34. The Court held that since the corrected award was finally received on 7th November, 2014, the challenge was within time. In this context, the Court

observed as under:

> *" xxx xxx xxx*
> *13. Guided by the tools we need to use to craft our reasoning and declare who has won the debate, we find merit in the argument of learned Senior Counsel for the appellant that Sub-Section (3) of Section 34 of the Act is in two distinct parts, evidenced by the use of the word "or". The word "or" in a sentence is a good guide to conclude that the intention of the author of the sentence was to make it disjunctive, in two parts, unless for good reasons one would hold to the contrary i.e. that the word "or" means "and". Reproducing Sub-Section (3) of Section 34 of the Act by placing the numerals (1) and (2) at the appropriate place, the two disjunctive limbs of Sub-Section would be : An application for setting aside may not be made after three months have elapsed (1) from the date on which the party making that application had received the arbitral award or,(2) if a request had been made under Section 33, from the date on which that request had been disposed of by the arbitral tribunal.*
> *14. Dealing with the subject of limitation, the legislative provision contemplates two situations. Situation one, is when an award is not followed by a request under Section 33 of the Act. Situation two, is when an award is followed by a request made to the Arbitral Tribunal to either interpret the award or to correct errors of computation, clerical or typographical errors or errors of the kind. Linked to the first situation is the date wherefrom limitation would run for filing an application under Section 34 of the Act to set aside the award, being the date on which the arbitral award has been received. Linked to the second situation is the date wherefrom limitation would run for filing an application under Section 34 of the Act to set aside an award, being the date when the request has been disposed of by the Arbitral Tribunal. We find no grammatical ambiguity. We do not find the legislative enactment grammatically*

capable of more than one meaning.

15. The argument of the respondent, accepted by the learned Single Judge, is that unless a party understands the award, it cannot formulate its grievance and therefore it is the award which results after a reference made to the Arbitral Tribunal, under Section 33 of the Act, is decided, which is capable of being challenged and therefore commencement of limitation would be from the date of knowledge of the corrected award.

16. There is an inherent fallacy in this argument. If the legislator has provided for two different dates wherefrom limitation would commence, contemplating a situation of an award not being followed by a request under Section 33 of the Act and a situation of an award being followed by a request under Section 33 of the Act, no argument can be advanced to merge the two dates.

17. Now, if a party has received an award and there are errors of computation, clerical, typographical or of the kind brought to the notice of the Arbitral Tribunal, the reasoning of the award is made known to the parties in the award itself. The errors would only result in such corrections being made which do not impact the reasoning in the award and thus the argument that unless the award is corrected a party cannot form an opinion concerning the merits of the award has no legs to stand on any reason.

18. That apart, formation of an opinion in the two situations contemplated or capacity to form an opinion in the two situations contemplated is an irrelevant consideration to reckon the date wherefrom limitation would commence, because the legislator has clearly indicated two trigger of dates for the two situations.

xxx xxx xxx

24. It is not unknown to law that for different kinds of cause of action accruing, a different date wherefrom limitation commences.

25. Conscious of the fact that if after an award is published a request has been made under Section 33 of

> *the Act, a party should be entitled to the benefit of limitation not running against it with reference to the date of the award, the legislator has stipulated the trigger date as the one when the request under Section 33 of the Act is disposed of. This additionally shows the consciousness of the legislator to provide two trigger of dates."*

35. In ***Ved Prakash Mithal & Sons. (Supra)***, an award was delivered on 30th October, 2015 and was received by the Respondent therein *i.e.*, Union of India on 7th November, 2015. The applications were made by both the parties under Section 33 of the Act for correction of the Arbitral Award which was decided and dismissed on 14th December, 2015. Thereafter, objections under Section 34 of the Act were filed on 11th March, 2016 by the Respondent therein. The question that arose in the said decision was whether the objections were within limitation or not. The ld. Additional District Judge held that the objections were time barred. In appeal, the Delhi High Court held that since the application under Section 33 of the Act was disposed of only on 14th December, 2015, the objections were within limitation period prescribed under the Act. In this context, the Supreme Court in the appeal assailing the Delhi High Court decision observed as under:

> *"6) Learned counsel appearing on behalf of the petitioners before us has argued that the expression "disposed" which is mentioned in Section 34(3) would have to be read in consonance with and in harmony with Section 33. So read, this would only mean where some positive step has, in fact, taken place under Section 33 and the Award is either corrected or modified. This could not possibly refer to an Award which is not ultimately corrected or modified and the application under Section 33 is merely dismissed. For this, he relies upon the judgment of a Single Judge of the Bombay High*

Court in the case of Amit Suryakant Lunavat vs. Kotak Securities, Mumbai reported in 2010(6) Mh.L.J. 764. The learned Single Judge held:

> *"13. There is no justification, as contended, to accept the submission in view of the mandate of section 34 and considering the scheme and purpose of the Arbitration Act that because the application under section 33 of the Act was filed and it was rejected subsequently, therefore, the limitation period commenced afresh from the date of such decision of the award. In my view, it is contemplated only on a situation where the Arbitrator corrects or interprets and/or add or decide to add any additional claims and modified the award as only in such cases the original award looses its originality and therefore an application for setting aside the award needs to be filed within three months from the date of receipt of such corrected or modified award. Therefore, the party who received the award after deciding the application under section 34(3) of the Act, may get the benefit of fresh commencement of limitation from the receipt of the modified and/or corrected award and not otherwise."*

7) We are of the view that the judgment of the Bombay High Court does not reflect the correct position in law. Section 34(3) specifically speaks of the date on which a request under Section 33 has been "disposed of" by the Arbitral Tribunal.

8) We are also of the view that a "disposal" of the application can be either by allowing it or dismissing it. On this short ground, in our opinion, the learned Single Judge of the Delhi High Court is correct in law.*"*

36. The Supreme Court, as can be seen from the above did not agree with the view of the Bombay High Court in the decision in ***Amit Suryakant Lunavat (Supra)*** which had held that since the award had been modified, it

lost its originality and hence, only when the modified award is received, the period of limitation would begin to run. The Supreme Court in the decision of ***Ved Prakash Mithal & Sons. (Supra)***, in view of the language of Section 34(3) of the Act, held that it is the date when the request under Section 33 of the Act is disposed of that would be the crucial date and not the date of receipt of the corrected award.

37. In the decision in ***USS Alliance (Supra)***, the previous judgment in ***Ved Prakash Mithal & Sons (Supra)*** was considered. The question that had arisen in the said case was whether, in a case where the Arbitral Tribunal, on 18th April, 2018, *suo moto*, on its own initiative, effected corrections to the award dated 5th May, 2018, the period of limitation would commence from the date of the original award or from the date of the corrected award. In this context, the Supreme Court held as under:

> *"2.* ***In our opinion, looking at the purpose and object behind Section 34 (3) of the Act, which is to enable the parties to study, examine and understand the award, thereupon, if the party chooses and is advised, draft and file objections within the time specified, the starting point for the limitation in case of suomoto correction of the award, would be the date on which the correction was made and the corrected award is received by the party. Once the arbitral award has been amended or corrected, it is the corrected award which has to be challenged and not the original award. The original award stands modified, and the corrected award must be challenged by filing objections.***
>
> *3. This interpretation would be in terms and accord with the reasoning which has been interpreted in the "M/S Ved Prakash Mithal and Sons Vs. Union of India" (supra).*
>
> *4. In the present case, the objections/application for setting aside the arbitral award were filed on*

> *03.08.2018, which is within a period of ninety days from the date of the corrected award. Hence, the High Court was right in holding that the objections were filed within the limitation period. Even otherwise, the Court has the power to condone the delay for further period of thirty days. Application for condonation of delay can be filed at anytime till the proceedings are pending. Of course, exercise of discretion and whether or not the delay should be condoned is a different matter."*

38. Therefore, as per ***USS Alliance (Supra)***, if there is a *suo moto* correction of the award, the limitation would run from the date when the corrected award is received by the parties.

39. In the decision in ***Paramount Premier (Supra)***, a consent award dated 12th September, 2022 was passed by the ld. Arbitrator. Thereafter, two applications filed under Section 33 of the Application were dismissed on 24th April, 2023. A petition under Section 34 of the Act was filed within 90 days from the said date. The argument by Respondent therein was that since applications under Section 33 of the Act were dismissed, the date of dismissal would not extend the period of limitation against the original award. The ld. District Judge in the said case held that the petition filed under Section 34 of the Act is barred by limitation. The said judgment passed by the ld. District Judge was assailed before this Court wherein a Co-ordinate Bench of this Court considered the matter and observed as under:

> *"12. Broadly, the regime provided under Section 33 of the 1996 Act is as follows:*
> *12.1 Under Sub-Section (2) of Section 33 of the 1996 Act, the arbitral tribunal is invested with the power to consider the request made under Sub Section (1) of Section 33 of the 1996 Act, and for this purpose, it has been accorded thirty (30) days from the date of receipt*

of such request.

12.2 Under Sub-Section (3) of Section 33 of the 1996 Act, the arbitral tribunal has been given suo motu powers for correcting errors of the type referred to in Clause (a) of Section (1) of Section 33 of the 1996 Act qua which as well, the timeframe fixed is thirty (30) days, commencing from the date when the arbitral award is rendered.

12.3 Besides this, as indicated above, the arbitral tribunal under Section 33 of the 1996 Act is also empowered to render an additional award concerning claims presented in arbitral proceedings that were not considered in the arbitral award, albeit, at the request of a party made within thirty (30) days of receipt of the arbitral award. However, the party interested in the additional award being rendered is required to give notice to the opposite party.

12.4 The timeframe for rendering an additional award for which provision is made under Sub-Section (4) of Section 33 of the Act is sixty (60) days [unlike for correction and/or interpretation of the award] from the date when such request is made.

13. As alluded to above, for the purposes of limitation for preferring an application for setting aside the arbitral award, the provision which constitutes the trigger point is Sub-Section (3) of Section 34 of the 1996 Act.

14. The plain language of Sub-Section (3) of Section 34 of the 1996 Act indicates that three (3) months, which is the time provided for preferring an application for setting aside, commences from the date when the request made under Section 33, for the purposes as given above, i.e., correction/interpretation or rendering of an additional award, is disposed of by the arbitral tribunal.

14.1 As adverted to above, the three (3) months provided under Sub Section (3) of Section 34 of the 1996 Act can be extended only by another thirty (30) days where the

Court is satisfied that the objector was prevented from lodging his objections due to sufficient cause.

15. Concededly, both applications preferred by the appellant under Section 33 of the 1996 Act were disposed of on 24.04.2023.

16. It is also, therefore, not in dispute that if this date is taken into account, the objections filed by the appellant under Section 34 of the 1996 Act to the "consent award" dated 12.09.2022, would be within time.

17. It is our view that if the submission of the learned counsel for the respondent were to be accepted, it would lead to a chaotic situation.

18. The periods for commencement and end of limitation have to be ascertained by applying an objective parameter. In consonance with this principle, it must be said that the reason for dismissal of an application filed under Section 33 of the 1996 Act cannot form a yardstick for determining when limitation would commence. Therefore, as provided in Sub-Section (3) of Section 34 of the 1996 Act, in a case where a request or an application is made under Section 33 of the 1996 Act, limitation to prefer objections can only commence from the date when the application is disposed of, for whatever reasons."

40. Thereafter, the Co-ordinate Bench of this Court followed the decision in ***Ved Prakash Mithal & Sons (Supra)*** and ***USS Alliance (Supra)*** and allowed the appeal. The Court remanded the matter for decision of petition filed under Section 34 of the Act on merits. In effect, the Court held that the petition filed under Section 34 of the Act was filed within limitation.

41. In the decision in ***P Radha Bai and Ors. (Supra),*** the Supreme Court had considered the inter-play between Sections 34 and 36 of the Act and held that once the time limit for challenging the award expires, the enforcement petition can be filed under Section 36 of the Act for executing the award.

42. Thereafter, the Supreme Court in the decision in ***Punjab State Civil Supply Corporation Ltd. and Anr. (Supra)***, considered the powers of the Appellate Court under Section 37 of the Act. The view of the Supreme Court in respect thereof is as follows:

> *"20. In view of the above position in law on the subject, the scope of the intervention of the court in arbitral matters is virtually prohibited, if not absolutely barred and that the interference is confined only to the extent envisaged under Section 34 of the Act.* ***The appellate power of Section 37 of the Act is limited within the domain of Section 34 of the Act. It is exercisable only to find out if the court, exercising power under Section 34 of the Act, has acted within its limits as prescribed thereunder or has exceeded or failed to exercise the power so conferred. The Appellate Court has no authority of law to consider the matter in dispute before the arbitral tribunal on merits so as to find out as to whether the decision of the arbitral tribunal is right or wrong upon reappraisal of evidence as if it is sitting in an ordinary court of ap-peal.*** *It is only where the court exercising power under Section 34 has failed to exercise its jurisdiction vested in it by Section 34 or has travelled beyond its jurisdiction that the appellate court can step in and set aside the order passed under Section 34 of the Act.*
>
> *Its power is more akin to that superintendence as is vested in civil courts while exercising revisionary powers. The arbitral award is not liable to be interfered unless a case for interference as set out in the earlier part of the decision, is made out. It cannot be disturbed only for the reason that instead of the view taken by the arbitral tribunal, the other view which is also a possible view is a better view according to the appellate court."*

43. The Bombay High Court in the decision in ***Mumbai Metropolitan Region Development Authority (Supra),*** had formed the following issue and

had answered the same in the following terms:

> *"A. Section 33(7) of the Arbitration Act expressly provides that Section 31 of the Arbitration Act shall apply to a correction or interpretation of the arbitral award or to an additional arbitral award made under Section 33. Section 31(1) of the Arbitration Act mandates that an Arbitral Award "....shall be signed by the members of the Tribunal" and Section 31(5) mandates that "a signed copy of the Arbitral Award shall be delivered to each party". The Hon'ble Supreme Court has in the case of Dakshin Haryana expressly held that Section 31(1) of Arbitration Act was couched in mandatory terms hence, the same is not a ministerial act or an empty formality, which can be dispensed with.*
>
> *B. Also, an Application filed under Section 33(1) of the Arbitration Act envisages (i) correction of any computation errors, clerical errors, typographical errors and/or (ii) an interpretation of specific point or part of the award. Section 33(4) contemplates an additional award in respect of claims presented in the arbitral proceedings but omitted from the arbitral award. Thus, in either or both scenarios, for any order passed on an Application filed under Section 33(1) and/or 33(4) to attain finality, the same would have to be signed by the Tribunal and delivered to the Parties. If the Respondent's contention was to be accepted, it would effectively mean that a Party would have to either challenge and/or enforce an unsigned Award.*
>
> *C. It is not in dispute that what was sent by the Stenographer of the Arbitral Tribunal to the Advocates for the Parties on 26th February was an attachment containing only a word file of the said order which was admittedly unsigned. However, what was received by the Applicant on 11th March 2024 was a signed order which was not only reformatted but also had the words "For and on behalf of the Arbitral Tribunal and with*

concurrence of the Co-Arbitrators of the Tribunal" added to the said Order before the signature of the Presiding Arbitrator. Hence clearly in my view, what was sent on 26th February 2024 by the Stenographer of the Arbitral Tribunal to the Advocates for the Parties was at the very highest a draft Order and nothing more. I find that the judgement of the Calcutta High Court in the case of Saltee Productions Pvt Ltd. is entirely apposite to the facts of the present case.

D. Additionally, I find that none of the judgements relied upon by the Respondent deal with the issue which has arisen for consideration in the present case as already framed above. Hence, the judgements cited by the Respondent are distinguishable on facts. It is also crucial to note that the Hon'ble Supreme Court in the case of USS Alliance specifically noted that the purpose and object behind Section 34(3) of the Arbitration Act was to enable the Parties to study, examine and understand the Award to enable them to file their objections within the time specified [in Section 34(3)] and in cases of suo moto correction of an Award, the starting point of the limitation would be the date on which the correction was made and the corrected Award (which in the facts of that case was infact the Order passed on an Application filed under Section 33) was received by the Party. Though this was in the context of a suo moto correction, the purpose and object behind Section 34(3) as specifically enunciated in the said judgement would in my view equally apply to a case where an Application under Section 33 has been allowed and not merely in cases of suo moto corrections made by the Tribunal. The judgement of the Hon'ble Supreme Court also notes that once the arbitral award is amended or corrected it would be the corrected award which has to be challenged and not the original Arbitral Award. Hence, I find that the reliance placed by the Applicant on the judgements in the case of Prakash

Atlanta JV and Ved Prakash Mithal to be entirely misplaced in the facts of the present case. For the same reasons, equally misplaced is the Respondent's reliance upon the judgements in the case of Vinod Kumar Singh and Mina Kumari Bibi.

E. However, since, the main plank of Mr. Khambata's argument was based on judgment of the Delhi High Court in Prakash Atlanata JV and judgment of Hon'ble Supreme Court in Ved Prakash Mithal, I find it necessary to expressly deal with them. First, in the case of Prakash Atlanta JV the copy of the Order passed under Section 33 was given to the parties on the same day that it was passed, and it was not an unsigned order. Also, the Arbitral Award which incorporated the corrections was thereafter delivered to the Parties. Hence, the issue of limitation which fell for determination before the Delhi High Court was in the context of the receipt of the corrected Award and not the order passed disposing of the Application under Section 33. Similarly, the judgment of Hon'ble Supreme Court in Ved Prakash Mithal pertained to the dismissal of Application filed under Section 33 of the Arbitration Act and in that context that the Hon'ble Supreme Court held limitation would commence from the date of dismissal of said Application, since the word 'disposal' was used in Section 34(3) would include dismissal of Application as well."

44. In the said decision, ld. Single Judge of the Bombay High Court held that since the unsigned copy of the order passed in the application filed under Section 33 of the Act was received on 27th February, 2024 by the Applicant therein, hence, the three months limitation period prescribed under the Act would run from the said date. The delay in filing was condoned in the said decision.

45. In the decision in ***Ministry of Health & Family Welfare & Anr.***

(Supra), the Co-ordinate Bench of this Court dealt with the question whether under Section 31 of the Act, the Arbitral Award is to be delivered to each party or to the Counsels. The Court came to the conclusion that since the word used in Section 31 of the Act is *'party'*, the service on an agent or on a lawyer would not be sufficient. The relevant paragraphs of the said judgment are extracted below:

> *"14. An analysis of the aforegoing Judgments shows:*
>
> *(i) A signed copy of Arbitral Award is to be delivered to each party;*
>
> ***(ii) The delivery should be to a party who is competent to take a decision as to whether or not the Award is to be challenged;***
>
> ***(iii) The expression 'party' does not include an agent or a lawyer of such party;***
>
> *(iv) The limitation under Section 34(3) of the Act commences "when the party making the Application has received the Award";*
>
> *(v) In the case of an Application for Correction of computational, clerical or typographical errors under Section 33 of the Act, the limitation is to be calculated from the date on which the Application is disposed off.*
>
> *15. The Agreement which is the genesis of the present dispute, was executed between the Appellant/MoHFW and Respondent/Hosmac. Since the Agreement was for construction to be carried out in the RML hospital, RML was arrayed as Respondent No.2 in the Arbitral proceedings.*
>
> *15.1 Every Arbitral Award as well as any corrigendum thereto must be served upon all of the parties in order for it to constitute valid service under sub-section (3) of Section 34 of the Act."*

46. In a recent development, the Supreme Court in ***Geojit Financial Services Ltd. v. Sandeep Gurav, 2025 SCC OnLine SC 1811*** has affirmed

that the limitation period to file a petition under Section 34 of the Act, in cases where an application under Section 33 of the Act has been filed, commences from the date of the disposal of the said application filed under Section 33 of the Act. The relevant portion the said decision reads as under:

> ***"CONCLUSION***
> ***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) 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, 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 long as the application under Section 33 of the 1996 Act had been filed within the 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."*

47. Adverting to the facts of the present case, the first question is whether the correction made on 23rd May, 2018 by the ld. Arbitrator is a *suo moto* correction or not. In the opinion of this Court, a bare reading of the email dated 23rd May, 2018, clearly reveals that the correction made on the said date is not a *suo moto* correction.

48. Immediately upon the additional award dated 18th May, 2018 being communicated to the ld. Counsels for the parties on 23rd May, 2018, one party brought to the notice of the ld. Arbitrator a typographical error which was rectified within an hour by the ld. Arbitrator. The said communication was exchanged between the ld. Arbitrator, as also Mr. Shankar Vaidyalingam, ld. Counsel for the Respondent, Mr. Bhavook Chauhan, ld. Counsel for the Appellant and Mr. Mohit Jaiswal, Secretary to ld. Arbitrator. The submission on behalf of the Appellant is that the said correction constitutes a *suo moto* correction by the ld. Arbitrator, as the same was not marked to the party

concerned but only to the Counsels, and no hearing was convened in respect of this correction of the typographical error.

49. Such an argument on behalf of the Appellant is a hyper-technical argument. Given the nature of the correction made, the said correction has no impact on the additional award dated 18th May, 2018 and is merely a clerical or typographical error. Hence, the same cannot constitute a *suo moto* correction. The correction made by the ld. Arbitrator on the 23rd May, 2018 was made at the behest of the Respondent who brought the typographical error to the notice of the ld. Arbitrator. The said email was marked to the Appellant's counsel as well.

50. The email exchange between the ld. Arbitrator and the ld. Counsels for the parties also reveals another important fact that the correction was also immediately communicated by the ld. Arbitrator on the very same day to the ld. Counsels for the parties.

51. Accordingly, this Court is of the view that the said correction was not a *suo moto* correction. Therefore, the question that arises is with regard to the nature of the correction made by the ld. Arbitrator on 23rd May, 2018, which was communicated to the ld. Counsels for the parties *vide* email dated 23rd May, 2018 at 8:56 P.M. Considering the emails exchanged between the ld. Arbitrator and ld. Counsels for the parties, it is evident that the said correction was merely in the nature of rectification of a clerical error in the additional award dated 18th May, 2018, a copy of which was duly communicated to the ld. Counsels for parties on 23rd May, 2018.

52. It is not in dispute that the additional award was pronounced on 18th May, 2018 and the application filed under Section 33 of the Act was disposed of on the same day by the ld. Arbitrator. If there was no correction effected

on 23rd May, 2018, the limitation for filing the objection under Section 34 of the Act, in terms of Section 34(3) of the Act was the date when the request under Section 33 of the Act was disposed of. Thus, in the absence of the correction of the typographical error on 23rd May, 2018, the limitation would begin from 18th May, 2018 itself.

53. The submission on behalf of the Appellant is that the correction is in the nature of a *suo moto* correction in terms of the decision in ***USS Alliance (Supra)***, would therefore be incorrect.

54. The said correction, as communicated to the ld. Counsels for the parties on 23rd May, 2018, stood merged into the additional award itself and is to be construed in that manner, having regard to the fact that no separate order was passed by the ld. Arbitrator. The additional award was passed by the ld. Arbitrator on 18th May, 2018 in the presence of the ld. Counsels for the parties and the copy of the same was communicated on 23rd May, 2018. Hence, all the parties were totally aware of the content of the additional award.

55. Moreover, considering that the application filed under Section 33 of the Act having been disposed of on 18th May, 2018, the attempt on behalf of the Appellant, clearly appears to be merely to somehow rely on an inadvertent clerical error in the additional award to seek extension of time for filing objections under Section 34 of the Act. This would be contrary to the decisions of the Supreme Court in ***Ved Prakash Mithal & Sons (Supra)*** and ***Geojit Financial Services Ltd. (Supra)*** where clearly the Supreme Court has come to the conclusion that the date when the application under Section 33 of the Act is disposed of, is when the limitation commences to file a petition under Section 34 of the Act.

56. The hyper-technical argument being made on behalf of the Appellant

is also liable to be rejected in view of the fact that the purpose of fixing strict timelines under the Act would be completely defeated if such submissions are accepted, inasmuch as the dispute itself commenced sometime in 2009 and the award was passed in the year 2017. The petition under Section 34 of the Act was filed in the year 2018 by the Appellant. Both parties are also stated to have filed execution petitions in the year 2024 being ***O.M.P (ENF) (COMM.) No. 263/2024*** and ***O.M.P (ENF) (COMM.) No. 135/2024.***

57. The long sojourn of this arbitration and the challenge to the award ought to come to an end. The Appellant had complete knowledge of the additional award when it was passed on 18th May, 2018. The correction of one figure at page 2 of the additional award which was pointed out on email by the ld. Counsel for the Respondent cannot in any manner extend the limitation period for filing of the petition under Section 34 of the Act. The ld. Single Judge of this Court *vide* the impugned judgment has rightly held that the challenge to the Arbitral Award dated 17th October, 2017 and additional award dated 18th May, 2018 is belated.

58. This Court finds reason to interfere with the said opinion. As held in the decision in ***Punjab State Civil Supply Corporation Ltd. and Anr. (Supra)***, the scope of Section 37 of the Act is quite limited. If there are two possible views, the view already taken ought to be upheld.

59. In the present case, the unequivocal view of this Court is that the Appellant's delay in challenging the award is not justified and the ground taken for justifying the delay in the challenge is specious to say the least.

60. The receipt of the signed copy of the additional award has no bearing on the limitation, inasmuch as the last paragraph of the additional award itself gave two weeks' time to the parties to file the stamp and thereafter, the

additional award has been sent. Therefore, the additional award was not a new award but an award which disposed of the application under Section 33.

61. Accordingly, in terms of Section 34(3) of the Act, the date of disposal of the application under Section 33 of the Act is when the limitation starts. In any event on 23rd May, 2018, the copy of the additional award dated 18th May, 2018 had also been emailed to the ld. Counsels for the parties itself. Thus, the limitation cannot be extended till the date of receipt of the additional award.

62. Accordingly, the appeal is dismissed in these terms. Pending applications, if any, are disposed of.

PRATHIBA M. SINGH
JUDGE

RAJNEESH KUMAR GUPTA
JUDGE

OCTOBER 8, 2025/*Rahul/ck*