

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.10631 OF 2026

Jitendra S. Shinde and Ors. Petitioners

Versus

Ravindra Y. Oak and Ors. Respondents

Mr. Bhavesh Parmar a/w. Mr. Rajesh Sahani i/b. Mr. Devmani Shukla for the Petitioners.

Mr. Kunal Damle a/w. Ms. Iraa Dube Patil and Mr. Sushant Shinkar i/b. Mr. Arnav Urankar for Respondent No.1.

Ms. Vaishnavi D'souza i/b. Raval Shah and Co. for Respondent No.2.

**CORAM : RAVINDRA V. GHUGE, ACJ.
&
GAUTAM A. ANKHAD, J.**

DATE : 20th AUGUST, 2026

P.C. :-

1. The short issue raised is that the Petitioners had a right to receive the original copy of the Award. Respondent No.1, the Arbitrator created only one original copy of the Award and handed it over to Respondent No.2, the Bank. A certified copy of the said Award was delivered to the Petitioners, who returned the same on the ground that it was a certified copy and the law mandates that an original copy be served in order to comply with the requirements of

Section 34 of the Arbitration and Conciliation Act (the said Act). The learned Advocate for the Petitioners further submits that presently he has received a certified true copy of the original Award.

2. The learned Advocate representing the Bank submits, on instructions, that if the Petitioners initiate proceedings under Section 34 of the said Act, Respondent No.2, the Bank will not raise any objection that the Appeal is preferred along with a certified copy, in the peculiar facts and circumstances of this case.

3. The learned Advocate representing Respondent No.1, the Arbitrator, relies upon a judgment of a learned Single Judge of this Court in ***Hi Style India Private Limited v/s. Rakesh Corporation¹*** and, more particularly, paragraph nos.31 to 35, which read as under :

31. To deal with this situation, Mr. Wadhwani would contend that the Impugned Award was never really received by Hi Style since the original award signed in the original by the Learned Arbitral Tribunal has not been served on Hi Style till date. He would submit that merely a copy has been sent by the office of the Mahajan and this does not constitute delivery of the arbitral

1. 2025 SCC OnLine Bom 4504

award under Section 31(5) of the Act.

32. Towards this end, the judgment of a Learned Division bench of the Delhi High Court rendered in Kristal Vision Private Limited approving the ruling of a Learned Single Judge of that Court summarises the law clearly, and I am in respectful agreement with it. The following extracts are noteworthy : -

34. In Continental Telepower Industries Ltd. v. Union of India, 2009 SCC OnLine Del 1859, the learned Single Judge of this Court has held that there is no requirement in Section 31(5) of the Act to deliver an ink signed copy of the award. Section 34 of the Act does not require the filing of any ink signed copy of the award along with petition, though the award would definitely be required by the Court to appreciate the contentions with respect thereto. It was further held that the photocopy of the signed award along with cover letter bearing signature in original of the arbitrator was sufficient authentication of the photocopy of the award enclosed. It was observed that Section 31(5) of the Act uses the expression "signed copy". Copy is generally understood as something different from the original. Legislature did not use the expression "signed award". Thus, the Arbitrator is not required to deliver to the parties award signed by the members of the Arbitral Tribunal, as mentioned in Section 31(1) of the Act, but merely a "copy" thereof. The purpose of qualifying the word "copy" with "signed" is that there must be some authentication of the "copy". If it were to be held that the "copy" must be "ink signed" by the arbitrators, then it will not be a "copy"

but be the award signed by the arbitrators. That is the only possible meaning of the words "signed" and "copy" used in conjunction.

[Emphasis Supplied]

33. A Learned Single Judge of this Court dealing with a bunch of Writ Petitions raising the same issue about delivery of the Arbitral Award examined the declaration of the law by Learned Division Bench of the Calcutta High Court in National Agricultural Co-operative Marketing Federation of India Ltd., with approval in the following terms :

8.1. In National Agricultural Cooperative Marketing Federation of Indian Ltd. (supra) the learned Division Bench of the Calcutta High Court while considering the language of Section 31(5) of the A & C Act, held as under :-

25. There can be no doubt that the arbitral award would necessarily have to be signed by all the arbitrators or at least by the majority of the members of the arbitral tribunal. However, in our view, it was not the intention of legislature that all the copies of the award, dispatched to the respective parties would have to be separately signed by the Learned arbitrators. A certified photocopy of the original award along with the signatures of the members of the Arbitral Tribunal would suffice.

26. Had it been the legislative intent that all copies of the award required to be furnished to the respective parties to a multi party arbitration, should actually

be signed by members of the arbitral tribunal themselves and/or in other words, each of the copies should contain the original signatures of the arbitrators. Parliament would, perhaps, not have used the expression 'signed copy of the award' but used the expression 'a copy of the award, duly signed by the arbitrators', in Section 31(5) of the 1996 Act.

[Emphasis Supplied]

34. Citing the same with approval, the Learned Single Judge *inter alia* ruled as follows :

The delivery of the signed copy of the award, is therefore information, brought to the notice and knowledge of each party, as to the contents of the award, so as to make the 'party', aware that the limitation to raise a challenge, has started to run, which knowledge/information is equally available to the 'party', when it receives the certified copy of the award signed by the Arbitrator. The purpose of the provision, of imparting knowledge to the 'party', as to the contents of the award, is achieved whether a signed copy is delivered or the certified copy of the signed award is obtained by the 'party'. In either case knowledge/information as to the contents of the award stands attributed to the 'party', and the time as provided in Section 33(1) and 34(3) of the A & C Act. begins to run therefrom.

[Emphasis Supplied]

35. I am in respectful agreement with the position articulated by the Learned Single Judge of our Court and the Learned Division Bench of the

Delhi High Court and the Calcutta High Court. Admittedly, the Arbitral Award was received by way of the communication dated May 15, 2018 on May 23, 2018. Hi Style had knowledge of the Arbitral Award having been passed, with the time limit under Section 34(3) of the Act beginning to run from that date. Despite having notice of the award having been passed, Hi Style did not pursue the recourse available to it under Section 34 of the Act.

4. In view of the above, after perusing the original Award, which is identical to the certified copy served upon the Petitioners, we have returned the original Award to the learned Advocate for Respondent No.2, the Bank.

5. The learned Advocate for the Petitioners submits that a certified copy of the entire records and proceedings, including the Roznama in relation to the Arbitration Proceeding No.162 of 2022, would be required by the Petitioners. An application has already been made to the Bank for receiving the certified copies on payment of requisite charges.

6. As such, we direct Respondent No.2, the Bank to communicate to the Petitioners the charges for the certified copies

of the records and proceedings, on the e-mail of Petitioner No.1 which is mentioned in the cause title of the Petition, within seven working days from today. The Petitioners would deposit the said amount within seven working days thereafter. Once the amount is deposited, Respondent No.2 shall supply certified copies of the records and proceedings to Petitioner No.1 within 15 days thereafter.

7. By consent, we record that the Petitioners would be at liberty to avail of further remedies by relying upon the certified copy of the original Award delivered in Arbitration Case No.ARB/DNSB/RYO/162 of 2022, dated 22nd August, 2025 and the Bank or any other person / stakeholder would not raise an objection that the original Award is not produced by the Petitioners keeping in view that the solitary copy of the original Award is retained by the Bank.

8. In view of the above, **this Petition is disposed off.**

(GAUTAM A. ANKHAD, J.)

(ACTING CHIEF JUSTICE)