

JULY, 2026 | 2ND EDITION



Half Yearly – Bulletin

Message from the Chairperson

INDIA INTERNATIONAL ARBITRATION CENTRE

Half Yearly Bulletin, July 2026



An efficient and credible dispute resolution ecosystem is a fundamental of any thriving commercial economy. As India enhances its participation in international markets and broadens the scope of domestic enterprises, the capacity to resolve commercial disputes expeditiously and conclusively becomes crucial for sustained economic progress. Institutional arbitration, conducted under established rules, administered by a neutral body, and managed by professionals, provides precisely this assurance.

India has, over the past decade, made deliberate and sustained efforts to strengthen its alternative dispute resolution ecosystem. Legislative reforms, policy initiatives from the Government, and consistent judicial support have underscored the importance of structured, institution-based dispute resolution. The establishment of the India International Arbitration Centre (IIAC) by an Act of Parliament, as an institution of national importance, has been the natural and deliberate outcome of that effort.

The IIAC serves as India's dedicated institutional platform for conducting both domestic and international arbitration and comprises distinguished experts in arbitration. It maintains panels of professional arbitrators as per its Criteria for Admission to the Panel of Arbitrators, Regulations, 2023, at national and international levels; provides facilities and administrative support for proceedings; and administers arbitrations under its Conduct of Arbitration Regulations, 2023. Its regulations, among many other things, also provide for an Advisory Panel to advise the Chairperson on the appointment of arbitrators, a Fast Track Procedure with a six-month award deadline, and emergency interim relief through the appointment of an emergency arbitrator within three days.

Alongside its framework for mainstream commercial arbitrations, the IIAC has pioneered the introduction of the IIAC (Conduct of Micro and Small Enterprises Arbitration) Regulations, 2024, to provide a swift and effective mechanism of dispute resolution for micro and small enterprises. These Regulations provide for the appointment of a sole arbitrator by the Chairperson, after considering the advice of an advisory panel, and employ an expedited process based on written pleadings and documents, with oral hearings permitted only when necessary. Awards are required to be issued within six months, and a legal aid scheme ensures that financially constrained enterprises are not excluded from the process.

The IIAC is also set to commence its operations from its new premises on 4th and 5th Floors, Tower-A, World Trade Centre, Nauroji Nagar, New Delhi, featuring world-class hearing rooms, fully equipped conference facilities, and digital infrastructure, ensuring that every aspect of the IIAC's physical presence meets the standards of a world-class arbitration institution.

This half-yearly edition of the IIAC Bulletin continues that commitment to keep stakeholders informed about IIAC's initiatives, sustain engagement with the broader ADR community, and discuss the work that remains ahead.

I congratulate and appreciate the sincere efforts of the IIAC team and all contributors to this edition. I also invite all stakeholders to read and contribute to IIAC's Bulletins as we work together towards making institutional arbitration a more accessible and credible means of achieving justice in commercial life.

Dr. Rajiv Mani,
Chairperson, IIAC

Message from the CEO

INDIA INTERNATIONAL ARBITRATION CENTRE

Half Yearly Bulletin, July 2026



The India International Arbitration Centre (“IIAC”), with immense pride, presents its half-yearly bulletin, which captures the IIAC’s engagements, contributions, and milestones. This edition takes forward IIAC’s unwavering commitment to provide a global, efficient, and credible institutional arbitration ecosystem in India.

Over recent months, the IIAC actively participated in and co-organized key national and international events. It participated in the Asia-Africa International Alternative Dispute Resolution Forum 2025 and organized the 2nd JGLS-IIAC International Arbitration Moot Court. It also participated in the 9th Annual Meet & International Summit of the Alliance for Corporate Counsel and Company Secretaries (ACCS) and a conference on "Dispute Resolution and Arbitration Norms for Construction & Infrastructure Sectors." Other engagements included India International Disputes Week 2026, the 8th RGNUL Sports and Entertainment Law Mediation Competition, Vidhi Utsav at UPES Dehradun, the 1st Intra-SDP by Rayat Bahra University, and the launch of The Equilibrium, IIAC's Annual Magazine. The IIAC also participated in Constructing Legal Foundations 2026, a conference on construction law by Manipal Law School, Bangalore, in collaboration with IIT Madras and the Society of Construction Law – India. Additionally, IIAC and Manipal Law hosted a 40-hour International Arbitration Workshop, strengthening the arbitration framework in India.

This bulletin, in addition to outlining the IIAC's outreach, also features analytical articles and opinion pieces. This edition carries contributions from distinguished professionals: Dr. Badrinath Srinivasan, Chief Manager (Legal), BPCL, examines the Quality of Arbitral Awards in India; Mr. Sahil Narang, Partner, Dispute Resolution, Khaitan & Co., traces India and Global Arbitration Trends: A System in Transition; Mr. Piyush Pandit, Advocate, reflects on The Valuation of Virtue; and Ms. Shrishti, Law Student, University of Delhi, contributes a piece on the Contractual Obligation of Veritable Parties in Arbitration. The recent case law section provides glimpses of significant decisions of the Supreme Court of India and the high courts, enabling a quick reference to the legal landscape that underpins institutional arbitration in India.

This issue also warmly invites practitioners, academics, arbitrators, and law students to submit case comments and analytical notes on recent developments in arbitration law for consideration in our forthcoming issues.

I also take this opportunity to acknowledge the invaluable contributions of our Interns of the Month for June 202—Ms.s Ananya, Law Student, Jindal Global Law School, and Ms.s Seerat Mahajan, Law Student, School of Law, UPES. Their sincere effort and meticulous attention to detail have been instrumental in finalizing this bulletin. The IIAC is proud to recognize their dedication as a reflection of the caliber of young legal minds it continues to attract and nurture.

The IIAC bulletins aim to disseminate knowledge of laws and procedures related to alternative dispute resolution, as well as to reach stakeholders and inform them about IIAC's initiatives. Its goal is to promote scholarly engagement and offer a reputable platform for informed discussions on arbitration in India and internationally. We extend our gratitude to each contributor, participant, and collaborator who has enriched the IIAC’s journey over this period and look forward to your continued engagement as we advance together towards an efficient and globally credible arbitration future.

With warm regards,
Navin Kumar Singh
Chief Executive Officer, Ex-Officio Member
India International Arbitration Centre

CONTENTS

1

Quality of Arbitral Awards in India: A Comment

*By - Dr. Badrinath Srinivasan**(Pg. 02)*

2

India and Global Arbitration Trends: A System in Transition

*By - Mr. Sahil Narang**(Pg. 12)*

3

IIAC Events & Engagements

(Pg. 18)

4

The Valuation of Virtue

*By - Mr. Piyush Pandit**(Pg. 24)*

5

Contractual Obligation of Veritable Parties in Arbitration

*By - Ms. Shrishti**(Pg. 26)*

6

Case Briefs

(Pg. 30)

7

Did You Know ?

(Pg. 34)

8

Call for Case Comments **IIAC Bulletin**

(Pg. 35)

Quality of Arbitral Awards in India: A Comment

By - Dr. Badrinath Srinivasan, Chief Manager
(Legal) BPCL*

Introduction

Since the BALCO decision¹ in 2012, Indian arbitration has come a long way. With many important reforms in support of arbitration, Indian arbitration has made drastic strides of improvement. But one crucial aspect of arbitration has not kept pace with these developments: quality of arbitral awards.

There are three aspects to a discussion on quality of arbitral awards: structure, clarity and reasoning in the arbitral award. Arbitral awards passed in India do not meet up to the desired rigour. Not only awards passed by non-lawyers suffer from this problem. Even arbitral awards consisting of sole and three member arbitrators who were formerly judges or senior advocates also fall short of these parameters.

The purpose of this paper is to highlight some of the common defects in arbitral awards in India and to propose a detailed checklist which arbitrators and arbitral institutions could use while drafting arbitral awards. Part 2 of this paper discusses ethical duties of arbitrators relating to arbitral awards. Part 3 discusses the common pitfalls while drafting arbitral awards. Part 4 concludes. Importantly, the paper annexes a detailed checklist containing 70 items which arbitrators could use while drafting arbitral awards.

The paper's objective is practical: to provide a useful checklist for arbitrators and arbitral institutions. This paper is not intended to undertake a complete survey of the theoretical debates on the ethical duty of arbitrators in drafting awards or of various judgments rendered by courts world over on these aspects. The theoretical underpinnings in Part 2 and illustrations of defective arbitral awards in Part 3 are meant to enable readers understand the need for such a detailed checklist.

Duties of Arbitrators relating to Award

The relationship between an arbitral tribunal and the parties, whose disputes it resolves, is that of a contract.² The arbitral tribunal is bound by certain duties. One such duty is the duty to “devote sufficient time to the arbitration” and “to complete the entire arbitration within a period of twelve months.”³ Completion of the entire arbitration usually means passing of the final award. Arbitrators have a duty to exercise due care, skill and diligence.⁴ The arbitrator is also obligated to conduct the arbitration as per the arbitration agreement between the parties.⁵

Another duty of the tribunal is to take reasonable steps to render a legally enforceable award.⁶ At times, this duty has been recognised as an ethical duty and at times it has been recognised as a contractual duty whose source is institutional rules.⁷ Nevertheless, the existence of the duty is not seriously disputed.⁸

This duty is recognised by many arbitral institutions. For instance, Article 42 of the ICC Arbitration Rules, 2021⁹ states: “In all matters not expressly provided for in the Rules, the Court and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law.”

Likewise, Article 32.2 of the LCIA Arbitration Rules, 2020¹⁰ states:

“32.2 For all matters not expressly provided in the Arbitration Agreement, the LCIA, the LCIA Court, the Registrar, the Arbitral Tribunal, any tribunal secretary and each of the parties shall act at

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¹ Bharat Aluminium Company v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552

² ONGC Ltd. v. Afcons Gunanusa JV, 2022 INSC 884, Para 88.

³ Section 12(1)(b) of the Arbitration and Conciliation Act, 1996.

⁴ Gary B. Born, International Commercial Arbitration 2136-2141 (2021). In the Indian context, see, for instance, NTPC Limited vs. Jindal ITF Limited and Ors. (30.01.2025 - DELHC) : MANU/DE/0531/2025, Para 160; Satluj Jal Vidyut Nigam Ltd. vs. Jaiprakash Hyundai Consortium and Ors. (12.07.2023 - DELHC) : MANU/DE/4411/2023, Para 54.

⁵ Gary B. Born, International Commercial Arbitration 2146-2149 (2021).

⁶ See, for instance, Günther Horvath, ‘The Duty of the Arbitrator to Render an Enforceable Award’ 18(2) Journal of International Arbitration 135, 147 (2001); Martin Platte, ‘An Arbitrator’s Duty to Render Enforceable Awards’, Journal of International Arbitration, Volume 20, Issue 3 (2003), pp. 307 – 313; Anibal Sabater and Lidia Rezende, Chapter 2: An Arbitrator’s Obligation to Use Reasonable Efforts to Issue an Enforceable Award and Its Interaction with the New York Convention’, in Katia Fach Gomez and Ana M. Lopez-Rodriguez (eds), 60 Years of the New York Convention: Key Issues and Future Challenges (2019), pp. 19 – 34; Gary B. Born, International Commercial Arbitration 2136-2137 (2021).

⁷ Gary B. Born, International Commercial Arbitration 2136-2137 (2021).

⁸ See, however, Christopher Boag, The Lazy Myth of the Arbitral Tribunal’s Duty to Render an Enforceable Award (28.01.2013), <https://legalblogs.wolterskluwer.com/arbitration-blog/the-lazy-myth-of-the-arbitral-tribunals-duty-to-render-an-enforceable-award/> (accessed 02.03.2026). Even here, Boag acknowledges: “...it is self-evident that the arbitral tribunal should make efforts, to the extent it can, to provide for enforceability of its award.”

⁹ International Chamber of Commerce’s Rules of Arbitration, 2021, <https://iccwbo.org/dispute-resolution/dispute-resolution-services/arbitration/rules-procedure/2021-arbitration-rules/#block-accordon-1> (accessed 24.02.2026)

¹⁰ The London Court of International Arbitration’s Arbitration Rules, 2020.

all times in good faith, respecting the spirit of the Arbitration Agreement, and shall make every reasonable effort to ensure that any arbitral award is legally recognized and enforceable at the arbitral seat."

Similar rules have been made by the Stockholm Chamber of Commerce¹¹, Honk Kong International Arbitration Centre¹², Singapore International Arbitration Centre¹³, etc. The International Arbitration Practice Guideline titled "Drafting Arbitral Awards Part I - General" of the Chartered Institute of Arbitrators also recognises such an obligation.¹⁴

In the Indian context, the India International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations, 2023 states:

"(1) In all matters not expressly provided for in these Regulations, the Chairperson, Members, Chief Executive Officer, Registrar, and the Arbitral Tribunal shall act in the spirit of these Regulations and **shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any Award.**"¹⁵ (emphasis added).

The source of the duties of the arbitral tribunal to exercise skill, care and diligence and the duty to ensure passing of an enforceable award could be institutional rules or part of inherent ethical duties of the arbitral tribunal alongside fairness. Nevertheless, the existence of these duties is well-entrenched in arbitration jurisprudence.

3. Some Common Defects in Arbitral Awards

International practice suggests that prominent arbitral institutions world over prefer the following structure, with slight variations, for arbitral awards:

- Introduction: names of the parties, a brief summary of the dispute, and legal representation/ contact details.
- Procedural history: invocation of arbitration, constitution of arbitral tribunal, declaration of independence and impartiality. Connected proceedings such as interim measures, etc., pleadings, evidence, arguments, etc.

- Issues/ Points of determination: issues to be determined or points of determination.
- Submissions: summary of submissions on each issue, each claim and each relief sought by the parties
- Determination: determination on each issue and each claim.
- Reasoning: reasoning for determination on each issue and each claim
- Operative Portion: operative portion of the award, which summarises its determination on each issue, each claim and each relief sought.

Arbitral awards in India rarely follow the aforementioned structure. They are often cryptic, rarely contain the procedural history and sometimes miss out on important aspects. Failure to write a proper arbitral award could be considered as a failure to exercise due skill, care and diligence in performing the tribunal's duties, including the duty to pass enforceable arbitral awards. Some of the common defects with arbitral awards in India are noted below:

Tribunal Framed Issues but Drafted Awards Claim-Wise

An example of this defect involved a three-member tribunal comprising two retired High Court judges and a retired Supreme Court judge serving as the presiding arbitrator. Despite framing issues at the outset of the proceedings, the tribunal ultimately drafted the award claim-wise, leaving the framed issues unanswered.¹⁶

Framing of issues is not mandatory.¹⁷ However, if a tribunal frames issues, it should answer them in the arbitral award. If it is not going to deal with awards issue-wise even after framing them, the award should explain reasons why the arbitral award is dealing with the dispute claim-wise and not issue-wise.

¹¹ Article 2(2), Arbitration Rules of the SCC Arbitration Institute, 2023, <https://sccarbitrationinstitute.se/en/scc-arbitration-rules-english-2023/> (accessed 02.03.2026)

¹² Article 13.13, HKIAC Administered Arbitration Rules, 2024, <https://hkiac.org/wp-content/uploads/2025/02/2024-HKIAC-ADMINISTERED-ARBITRATION-RULES-English.pdf> (accessed 02.03.2026)

¹³ Article 3.5(c), Arbitration Rules of the SIAC, 2025, https://siac.org.sg/wp-content/uploads/2025/09/SIAC-Rules-7th-Edition_100226.pdf (accessed 02.03.2026).

¹⁴ Chartered Institute of Arbitrators, International Arbitration Practice Guideline: Drafting Arbitral Awards Part I – General, <https://www.ciarb.org/media/kgcch3v0/10-drafting-arbitral-awards-part-i--general-2021.pdf> (accessed 24.02.2026), Article 1(3).

¹⁵ Article 41.

¹⁶ An unpublished arbitral award.

¹⁷ Badrinath Srinivasan, Is the Arbitrator Obligated to Frame Issues? (2014), <https://ssrn.com/abstract=2503375> (accessed 20.02.2026).

Arbitral awards in India generally lack the procedural history section. Current practice internationally is to list the entire procedural history. This also gives an opportunity to contextualise the procedural decisions taken during the course of the arbitration.

Lack of Adequate Reasons

Awards have also been assailed on the ground that they lacked reasons.¹⁸ Sometimes arbitral awards may deal with multiple claims. While it may be supported by reasons overall, the decision on each claim/ counterclaim is to be supported with reasons. At times, an arbitral award granting relief may be unsupported by any evidence¹⁹ or unsupported by the pleadings.²⁰

An award could be set aside for failure to deal with each issue.²¹ This is a recurring problem in many arbitral awards. The failure to deal with a particular issue may be considered as an award without valid reasons and an award could be challenged on that ground.

Disregarding Contractual Bars on Interest

Sometimes, agreement or arbitration clause contained in the agreement would bar award of interest, especially pre-award interest. In such cases, it would do well for the tribunal to comply with the said provision in the agreement. However, there are several cases where tribunals have granted pre-award interest despite contractual bar.²²

Failure to Provide Reasons for Interest Rate

Tribunals also do not state why a particular rate of interest has been arrived at. Sometimes, the award to the extent it deals with interest could be assailed successfully on this count.²³

Lack of Signatures & Reasons for Non-Signature

Section 31(2) of the Arbitration and Conciliation Act, 1996 requires that in an arbitration with more than one arbitrator, the signature of majority of the members of the arbitral tribunal is sufficient. It also states that in such cases, the reason for omitted signature should be stated. In an ideal scenario, awards should contain signature of all the members. If there is a dissenting

award or a concurring award, the majority award should state that there is a separate concurring or dissenting award or have a reason for the lack of signature of a member.

In practice, the members of the arbitral tribunal would exchange draft arbitral awards between them. If one of the arbitrator states that he would be dissenting or writing a separate award, the award by the majority of the members could specify accordingly.

But where the majority does not specify reasons for not containing the signature of the third arbitrator, the award could be challenged successfully.²⁴

Authenticated Award & Not Photocopy of Award

Section 31(5) requires that after the arbitral award is made, a signed copy shall be delivered to each party. Questions have arisen before courts as to whether signed copy would include a scanned copy of the award sent by email²⁵ or a photocopy of the award.²⁶

Delivery of the Award

Questions have also arisen whether delivery of the award to the office, which was not the office that dealt with the arbitration²⁷, delivery to an agent, counsel, etc. would amount to delivery to a party. Mere serving of an unsigned copy or a photocopy of the award²⁸ does not amount to delivery of the award. The aspect of delivery of the arbitral award to the concerned representative of a party is also an important aspect concerning the arbitral award. Consequences of a defective award may range from having no effect to setting aside the award, thereby rendering waste the entire arbitration process and costs incurred in that process. Parties may be forced to expend costs in challenge proceedings owing to defects in drafting arbitral awards.

¹⁸ See, for instance, Dyna Technologies Private Limited v. Crompton Greaves Limited, (2019)20 SCC 1;

¹⁹ See, for instance, Delhi Development Authority v. Sportina Payce Infrastructure Pvt. Ltd., -Delhi High Court - Decided on 4.3.2024: 2024-DHC:1942; State of Rajasthan and Another Vs. Ferro Concrete Construction Private Limited., MANU/SC/1067/2009 : (2009) 12 SCC 1

²⁰ See, for instance, NHA v. Limak Soma JV, 2023-DHC:708

²¹ Satjas Glorocks v. Bharat Aluminium Co. 2012(3) Arb LR258 (Chattisgarh)(DB); Satjas Glorocks Pvt. Ltd. v. Bharat Aluminium Co. Ltd. (17.11.2011 - CGHC) : MANU/CG/0344/2011

²² See, for instance, Union of India v. Larsen & Tubro Limited, 2026 INSC 203.

²³ Union of India v. Larsen & Tubro Limited, 2026 INSC 203, Para 58.

²⁴ See, for instance, ISC Projects Private Limited vs. Steel Authority of India Limited (21.02.2025 - DELHC) : MANU/DE/1070/2025: 2025-DHC:1115; Mahanagar Telephone Nigam Ltd. vs. Siemens Public Communication Network Ltd. (25.02.2005 - DELHC) : MANU/DE/0226/2005.

²⁵ Ministry of Youth Affairs & Sports v. Ernst & Young (P) Ltd., MANU/DE/5541/2023 : 2023-DHC:6055; Dwarika Projects Limited v. Director of Civil Aviation & Anr., Order dt. 06.02.2025 in FAO(OS)(COMM) 103/2024; Delhi High Court, <https://delhihighcourt.nic.in/app/download/OrderByDate/FAO%28OS%29%20%28COMM%29/103/2024/06-02-2025> (accessed 27.02.2026).

²⁶ National Agricultural Co-operative Marketing Federation of India Ltd. v. R. Piyarellal Importand Export Ltd. MANU/WB/0762/2015;

²⁷ See, for instance, Benarsi Krishna Committee v. Karmayogi (2012) 9 SCC 496; Union of India v. Tecco Trichy 2005(1) Arb LR 409 (SC).

²⁸ Kristal Vision Projects Private Limited v. Union of India MANU/DE/3830/2025 : 2025-DHC:4245-DB; Ramesh Pratap Singh (Dead) v. Vimala Singh w/o Bhalendra Kumar Singh, MANU/MP/0400/2003 : 2004 (2) Arb. LR 147 (MP). See, however, Continental Telepower Industries Ltd. v. Union of India, MANU/DE/1691/2009, where the Delhi High Court held that 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 for the purposes of Section 31 of the Arbitration and Conciliation Act, 1996.

4. Conclusion

The paper first noted the well-entrenched duties of arbitrators- the duty to exercise diligence, skill and care and to pass an enforceable award. It then summarised the international practice regarding structuring arbitral awards. Common defects in arbitral awards in India were listed.

To avoid these problems, it would do well for arbitral tribunals, arbitral institutions and tribunal secretaries to use a checklist to review arbitral awards and examine if there are defects in it. This paper provides a detailed checklist as an annexure and is centred on Indian law and practice.²⁹

Arbitral tribunals owe their existence to the contract between the parties. Even if not explicitly stated, the duty to take due efforts to conduct the arbitral proceedings and pass an enforceable award inheres in the agreement. It would do well for arbitrators to respect these duties and adhere to them. One of the chief roles of arbitral institutions is to ensure that arbitrators respect these duties. It would do well for arbitral institutions to ensure that arbitrators adhere to these duties and pass well-made arbitral awards.

Annexure: Checklist for Arbitral Awards

S.No.	Particulars	Yes/No
	I. Formatting	
1	Whether the case number, if any, has been specified?	
2	Whether Table of Contents is provided?	
3	Whether paragraphs are numbered serially?	
4	Whether pages are numbered serially?	
5	Whether abbreviations are defined?	
6	If foreign phrases / words are used, whether they are translated to English or the language of the arbitral proceedings?	
7	Whether award is divided into distinct headings such as introduction, procedural history, issues/ points for consideration, discussion, findings, award, etc.?	
8	Whether consistency in date format, time, time zones, currency, etc. has been maintained?	
	II. First Page	
9	Whether the award is labelled properly? (“Final Award”/ “Final Partial Award”, “Interim Award”, “Consent Award”, etc.)	
	III. Introduction	
10	Names of the parties, business structure (company, proprietorship, partnership, limited liability partnership, etc.) and their brief description	

²⁹ The checklist is based on the following: ICC Award Checklist (1998- 2012- 2017-2021 Rules), <https://iccwbo.org/wp-content/uploads/sites/3/2016/04/ICC-Award-Checklist-English.pdf> (accessed 01.03.2026); Chartered Institute of Arbitrators, International Arbitration Practice Guideline: Drafting Arbitral Awards Part I – General, <https://www.ciarb.org/media/6gcch3v0/10-drafting-arbitral-awards-part-i--general-2021.pdf> (accessed 24.02.2026); Chartered Institute of Arbitrators, International Arbitration Practice Guideline: Drafting Arbitral Awards Part II – Interest, <https://www.ciarb.org/media/fjshln4/11-drafting-arbitral-awards-part-ii-interest-2016.pdf> (accessed 01.03.2026); Chartered Institute of Arbitrators, International Arbitration Practice Guideline: Drafting Arbitral Awards Part III – Costs, <https://www.ciarb.org/media/omnozdxi/12-drafting-arbitral-awards-part-iii-costs-2016.pdf> (accessed 01.03.2026); International Bar Association Toolkit for Award Writing, <https://www.ibanet.org/document?id=Arb-toolkit-for-writing> (accessed 02.03.2026).

Annexure: Checklist for Arbitral Awards

S.No.	Particulars	Yes/No
11	Legal representation of the parties, their addresses and contact details	
12	Whether consistency in date format, time, time zones, currency, etc. has been maintained?	
13	Brief summary of the contract, duration and value	
14	Brief summary of the dispute	
15	Governing law and arbitration clauses- to be quoted in full.	
16	Whether Substantive law of contract, governing law of arbitration and seat of arbitration are mentioned?	
	IV. Procedural History	
17	Details regarding invocation of arbitration, reply to notice of arbitration, and other communications	
18	History of proceedings in court/ with appointing authority for constitution of arbitral tribunal	
19	Communications to and from the arbitrators regarding declarations of independence and impartiality, and availability	
20	Dates when pleadings were exchanged between the parties	
21	Whether all procedural orders and decisions are listed and summarised in the arbitral award?	
22	Dates of hearings, attendee of hearings (including counsels and party representatives)	
23	Names of witnesses and experts on behalf of the parties.	
24	Pre-hearing and post hearing submissions, costs submissions, etc	
25	Settlement offers/talks made in the course of arbitration through the arbitrator	
26	Date of closure of hearings	

²⁹ The checklist is based on the following: ICC Award Checklist (1998- 2012- 2017-2021 Rules), <https://iccwbo.org/wp-content/uploads/sites/3/2016/04/ICC-Award-Checklist-English.pdf> (accessed 01.03.2026); Chartered Institute of Arbitrators, International Arbitration Practice Guideline: Drafting Arbitral Awards Part I – General, <https://www.ciarb.org/media/kgch3y0/10-drafting-arbitral-awards-part-i--general-2021.pdf> (accessed 24.02.2026); Chartered Institute of Arbitrators, International Arbitration Practice Guideline: Drafting Arbitral Awards Part II – Interest, <https://www.ciarb.org/media/fuhsln4/11-drafting-arbitral-awards-part-ii-interest-2016.pdf> (accessed 01.03.2026); Chartered Institute of Arbitrators, International Arbitration Practice Guideline: Drafting Arbitral Awards Part III – Costs, <https://www.ciarb.org/media/omnozdxi/12-drafting-arbitral-awards-part-iii-costs-2016.pdf> (accessed 01.03.2026); International Bar Association Toolkit for Award Writing, <https://www.ibanet.org/document?id=Arb-toolkit-for-writing> (accessed 02.03.2026).

Annexure: Checklist for Arbitral Awards

S.No.	Particulars	Yes/No
	V. Issues/ Points of Determination/ Claims/Reliefs	
27	Issues/ points of determination made by the arbitrator	
28	Summary of claims and counter-claims made by the parties	
29	Reliefs sought by the parties	
30	If the award is not a final award, whether it mentions the list of issues/ points of consideration/ aspects it would deal with in subsequent award(s)?	
	VI. Merits of the Award/Analysis	
31	Whether each issue/ point of determination/ claim is addressed in the award?	
32	Whether analysis proceeds in the following manner: facts, law/ contract, application of law to facts, and conclusion?	
33	Whether the award deals with any argument or judgment which has not been raised or cited by the parties?	
34	How should the amounts awarded to the claimant and counter-claimant, if any, are to be adjusted between each other/set-off?	
	VII. Interest	
35	Whether the applicable contractor arbitration agreement deals with or prohibits award of interest?	
36	What should the rate of interest be and why?	
27	Whether interest should be simple or compound interest?	
38	Whether interest is per annum or monthly/quarterly/ half-yearly rests?	
39	Whether the rate of interest is as per Section 31(7) of the Act?	
40	Whether the arbitral award deals with interest, pre-litigation, pendente lite and post-award interest?	
41	Whether interest calculation is different for different claims/counter-claims and whether different states should be there for such claims/counter-claims?	
42	If some interim payments have been made under the arbitration, how will interest be dealt with?	
43	Whether post-award interest is on the original claim made?	
44	From when the pre-award interest is to be calculated? Till when should it be calculated?	
45	Exact interest calculated up to the date of the award.	

Annexure: Checklist for Arbitral Awards

S.No.	Particulars	Yes/No
46	Whether interest should be frozen or grace period should be given for a few weeks post award for its compliance?	
47	Whether post-award interest would be higher than pre-award interest?	
48	Whether the post-award interest includes the awarded claim and pre-awarded interest? If so, whether it amounts to interest on interest?	
49	Whether the award on interest aligns with the applicable law of arbitration?	
50	Whether interest to be awarded is not punitive but compensatory?	
51	Whether interest on costs has been awarded and if so, how much and why?	
	VIII. Costs	
52	Does the arbitral award deal with costs?	
53	Whether any advance costs were paid by the parties and whether the same has been taken into account?	
54	How much are the costs alleged by the parties and how much of costs is to be reckoned for the proceedings?	
55	How much of the costs is reasonable?	
56	Who should bear the costs of the proceedings and why?	
57	Is there any interim decision on costs and if so, whether this has been taken into consideration while dealing with costs?	
58	Whether one of the parties has borne the cost (such as tribunal's costs, institution's costs, etc.) of the other party in the arbitral proceedings?	
	IX. Other Aspects of Award: Taxes and Compliance	
59	Whether the award should contain any aspect relating to taxes on the awarded amounts? If so, who should bear the burden? Whether to differentiate direct taxes and indirect taxes?	
60	Whether the award should deal with how the arbitral award has to be complied?	
	X. Operative Portion of Award	
61	Operative portion of the award- issues decided/ reliefs granted and who should pay, how and to whom to be mentioned.	
62	Whether the award is unanimous and if so whether it states so?	
63	Whether there is a dissenting award and whether the award specifies clearly as such and which portion of the majority's decision or conclusion or award that the dissenting arbitrator is dissenting from?	
	XI. Signature, place and date Formalities	
64	Whether the award has been signed by all arbitrators?	

Annexure: Checklist for Arbitral Awards

S.No.	Particulars	Yes/No
65	If the award does not contain signature of all the parties, whether reasons therefor have been mentioned?	
66	Whether date of award is mentioned?	
67	Whether place where the award is made or deemed to be made (seat) is mentioned?	
	XII. Other Aspects	
68	Whether the award has been proof read and calculations have been verified?	
69	Whether the award properly refers to exhibit numbers, documents, and references?	
70	Whether all cross-references and quotations have been checked?	

Asia-Africa International Alternative Dispute Resolution Forum 2025

India International Arbitration Centre (IIAC) participated in the Asia–Africa International ADR Forum 2025. IIAC also signed an MoU with the Indonesia Dispute Board to strengthen cooperation in international arbitration and dispute resolution.



Indo–US Legal Sector Conference

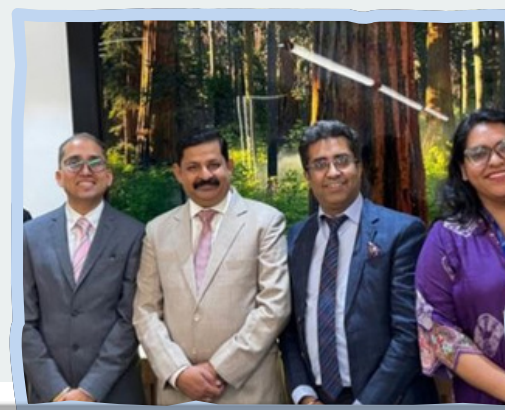
The India International Arbitration Centre (IIAC) participated in the Indo–US Legal Sector Conference held in New York. Hon’ble Justice Hemant Gupta (Retd.), Chairperson, IIAC, delivered the virtual keynote on “India Transcends: International Arbitration Hub.”



2nd Edition of the JGLS–IIAC International Arbitration Moot Court

The India International Arbitration Centre (IIAC), in collaboration with Jindal Global Law School, hosted the 2nd JGLS–IIAC International Arbitration Moot Court Competition 2025.

The Grand Finale featured an eminent arbitral panel of Hon'ble Mr. Justice Hemant Gupta (Retd.) FCI Arb, Former Judge, Supreme Court of India, and Chairperson, IIAC, Hon'ble Mr. Justice Lok Pal Singh (Retd.), Mr. Raghvendra S. Srivatsa, Mr. Joe Tirado, and Mr. Jeevan Ballav Panda. The Valedictory Address was delivered by Justice P. S. Narasimha, Judge, Supreme Court of India.



India and Global Arbitration Trends: A System in Transition

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1. Introduction

International arbitration has emerged as one of the most significant global dispute resolution mechanisms for complex commercial disputes. What was once merely a preferred alternative to litigation has evolved into a competitive marketplace where parties choose arbitration based on a confluence of factors such as neutrality, flexibility, confidentiality, and ease of enforceability of arbitral awards across jurisdictions. Against this evolving backdrop, several defining trends have come to the fore: institutionalization, technological integration, diversity in decision-making, and minimal judicial intervention, shaping the efficiency and legitimacy of arbitration. Consequently, parties today are no longer satisfied with only procedural robustness but also look for predictability, innovation, and above all, trust when selecting arbitral seats.

India's arbitration trajectory reflects both considerable promise and an inherent tension between policy and practice. While significant legislative and institutional reforms have been undertaken to strengthen its arbitration ecosystem, the journey thus far reveals a persistent gap between ambition and execution. These efforts are also finding expression in progressive arbitration jurisprudence and policies, gradually enhancing India's prospects of positioning itself as a credible, consistent, and competitive seat for international arbitration. The legal framework governing the Indian arbitration spectrum, anchored in the

Arbitration and Conciliation Act, 1996 ("Act"), has evolved in line with pro-arbitration principles with a noticeable expansion in institutional capacity.

A series of legislative amendments and institutional initiatives seeking to reduce judicial intervention and enhance enforceability of arbitral awards has contributed to this transformation. These developments indicate a maturing arbitration ecosystem, even as the policy developments concerning government participation provide opportunities for refinement. Viewed holistically, India's arbitration spectrum is not one of uncertainty but of transition, making the core challenge not merely initiating reform but continued translation of these reforms into sustained credibility and party confidence. In this sense, India stands in a consolidation phase moving towards achieving global competitiveness, yet still building on its ability to ensure coherence, consistency, and trust across its legal and policy framework.

Global Arbitration Trends and India's Response

Institutionalisation of Arbitration

Over the years, India's arbitration space has seen a gradual but decisive transition from ad hoc arbitration to institutional arbitration. Traditionally, arbitration in India was largely dominated by ad hoc proceedings, offering flexibility in theory but often suffering from procedural delays, uncertainty, inconsistent practices, and a lack of administrative oversight. Globally, however, the direction is clear: institutional arbitration is no longer an option or a mere alternative; rather, it has become the default standard

The dominance of institutions such as the Singapore International Arbitration Centre, the London Court of International Arbitration, and the International Chamber of Commerce reflects a settled market preference, demonstrating that the parties today expect structured processes, consistent and professional administration, and procedural certainty.

In addition to several advantages already associated with institutional arbitration, arbitration institutions play a crucial role in managing arbitrator appointments, ensuring procedural discipline, and facilitating timely resolution of disputes. In this sense, the Indian shift towards institutional arbitration is not just desirable but also pertinent to remaining competitive in the global arbitration ecosystem. Notably, recent data suggests that the said transition is underway, with institutions like the Mumbai Centre for International Arbitration (“MCIA”) witnessing a growing caseload. In 2024, MCIA recorded a 48% increase in new cases, from 23 in 2023 to 34 in 2024, with all the disputes collectively valued at approx. USD 257 million.¹

Moreover, around 91% of MCIA-administered awards in 2024 were delivered within 18 months, and none were set aside by the courts, underscoring improving efficiency, enforceability, and institutional reliability.

The growing institutional momentum is further strengthened by the establishment of the India International Arbitration Centre, which is designed to administer both domestic and international arbitrations while positioning India as a credible venue for dispute resolution. The recent inauguration of the Chandigarh International Arbitration Centre during the India International Disputes Week 2026 similarly signals a broader effort to expand and reinforce arbitration infrastructure in alignment with leading global institutions’ standards.²

However, the mere establishment of such institutions is insufficient to institutionalize arbitration in India. Their long-term impact will depend on their ability to build sustained trust, develop a credible track record, and ensure consistent enforcement outcomes. Ultimately, global users choose arbitral seats not just based on infrastructure but also on predictability, credibility, and confidence.

Encouragingly, Indian institutions are increasingly moving in that direction signalling a shift from experimentation to consolidation in India’s arbitration landscape.

AI and Parties’ Experience

Globally, arbitration has undergone quite a decisive transformation shaped by determinants like speed, technology, and overall party experience. Most of the arbitral institutions routinely rely on virtual hearings and have adopted AI assistance for research, conflict checks, transcriptions, case management, document handling, digital filings, and award scrutiny. These developments have become basic expectations for the parties’ seeking efficiency, seamless procedural conduct, and effectiveness. Further, the significant increase in reliance of these tools is not merely a technological upgrade but a direct result of the growing procedural sophistication. Alongside this technological shift, various regulatory and institutional initiatives have also begun to emerge. Instruments like the Guidelines on the Use of AI in Arbitration (2025) issued by the Chartered Institute of Arbitrators and the JAMS AI Rules (2024) represent important steps toward standardizing the ethical and procedural use of AI in arbitral proceedings. Additionally, the European Union Artificial Intelligence Act, as the world’s first comprehensive AI regulatory framework, establishes standards on the quality of data, human oversight, and accountability, which are also very likely to influence and shape arbitration practices globally.

In its bid to become a global arbitration hub, India has also formulated the Draft Arbitration and Conciliation (Amendment) Bill, 2024, and has put forth its legislative intent regarding the integration of technology with arbitration. The Bill’s main focus lies on enabling "audio-video electronic means" for proceedings; however, it fails to account for other AI-driven tools currently prevalent in the field.

¹ Mumbai Centre for International Arbitration, MCIA Annual Report 2024 (published by MCIA, 2024).

² The Chandigarh International Arbitration Centre (CIAC) was inaugurated during the India International Disputes Week on 7th March 2026, marking a strategic expansion of India’s institutional infrastructure into regional commercial hubs

To enable India to meet the international standards, the framework provided in the bill must go beyond merely mentioning communication tools and should rather at least expand the definitions under Sections 2(1)(aa) and 2(1)(a) to include "techno-legal utilities" and AI-assisted processes. This move would be a right step in granting the much-needed statutory legitimacy to AI-driven e-discovery and document handling, making a shift from mere digitization to smart automation.

Further, the Indian arbitration framework must also introduce a mandatory disclosure regime, as has been mentioned in the CI Arb Guidelines 2025, to reinforce transparency as a prerequisite for natural justice under Article 21 of the Constitution of India.³ This also demands a procedural requirement for human verification independently, wherein the arbitrators must certify that they have, in their independent capacity, verified and reviewed the AI-generated outputs, which can ensure that the adjudicative function does not get delegated and remains strictly human.⁴ Furthermore, India must also look towards bridging the gap with the Bharatiya Sakshya Adhiniyam (BSA) 2023 in light of AI-generated predictive coding and data visualizations becoming commonplace. It must adopt the norm of dual certification for evidence; by mandating the signatures from both system operators and technical experts and requiring cryptographic hash-value verification (H(x)), the law can thereby safeguard data integrity and prevent post-analysis tampering.⁵

The challenge in the Indian regime also extends to the interplay between the Digital Personal Data Protection (DPDP) Act 2023 and the General Data Protection Regulation (GDPR), the EU's data protection law, as the global standard. Keeping up with the competitive disputes across jurisdictions, the Indian arbitration spectrum must adopt 'standard contractual clauses' that address not only the data localization but also the right to explanation inherent in European standards.⁶ Ensuring that "black box"⁷ algorithms provide enough logical transparency is not merely a matter of technical compliance but a strategic necessity to protect Indian-seated awards from being set aside on public policy grounds in foreign jurisdictions.

India also holds a unique position where it can leverage its current digital infrastructure like the e-Courts project to overcome the traditional procedural constraints. However, this transition must be grounded in a statutory regime which moves beyond the mere audio-video focus of the Draft Bill 2024 and integrates specific AI-centric tools to make India a responsible AI-ADR ecosystem which balances technological efficiency with the foundational principles of natural justice.

Diversity and Legitimacy

Among the many factors underpinning the legitimacy of international arbitration, diversity has emerged as critical. The notion of diversity embodies ideals of inclusivity, fairness, and growth and is no longer merely aspirational but integral to the credibility of a system that is increasingly under scrutiny. Globally, arbitral institutions recognize that the legitimacy of arbitration, amidst various other factors, also depends not only on procedural fairness but also on the representativeness of those who adjudicate disputes. Various initiatives focusing on improving regional representation, gender diversity, and professional inclusivity have gained significant traction, with even institutions actively publishing diversity statistics and committing to more inclusive arbitrator appointments. These efforts seek not only to promote inclusivity, enhance legitimacy, and address concerns of bias but also to foster innovation, broaden perspectives, and ensure that arbitration meaningfully reflects the global and cross-cultural nature of the disputes it resolves.⁸

In India, even with significant expansion in the arbitration sphere, the pool of arbitrators remains relatively concentrated, often drawing majorly from a limited set of practitioners (particularly retired judges), reinforcing a litigation-driven approach to arbitration. This structural concentration not only limits diversity in terms of professional background and expertise but may also affect the perception of neutrality and independence in complex international disputes. The root cause of this limited diversity in the Indian context can be traced to a lack of transparency in the appointment process and historical underrepresentation. Further, even though the diversity discussion primarily starts with gender, it must equally consider cultural, racial, geographical, ethnic and socioeconomic diversity, bearing in mind the inherent diversity of India in terms of regions, cultures, languages, etc. To cater to the varied needs of litigants from disparate regions and backgrounds, a diverse pool of arbitrators is direly needed. As former Chief Justice of India (CJI) DY Chandrachud aptly observed, the "arbitration space must shed the tag of being an old boys' club and provide equal opportunity to men, women, and them".⁹

³ Chartered Institute of Arbitrators (CI Arb), Guideline on the Use of AI in Arbitration (CI Arb, March 2025), art. 7 (Disclosure), paras. 7.1–7.7.

⁴ Chartered Institute of Arbitrators (CI Arb), Guideline on the Use of AI in Arbitration (CI Arb, March 2025), para. 8.3 (arbitrators must "independently verify the accuracy and correctness of information obtained through AI") and para. 8.4 (assume responsibility for award contents).

⁵ Admissibility of Electronic Evidence, Certificate and Hash Value, S 63 Bharatiya Sakshya Adhiniyam, Global Council for Advanced Tech and Governance (GCATG).

⁶ Regulation (EU) 2016/679 (GDPR), articles. 13(2)(f), 14(2)(g), 15(1)(h) (right to meaningful information/logic in automated decisions).

⁷ Chartered Institute of Arbitrators (CI Arb), Guideline on the Use of AI in Arbitration (CI Arb, March 2025), art. 7 (Disclosure), para. 2.6 "The "Black box" problem: Comprehending the precise mechanism by which an AI Tool arrives at a particular outcome can prove challenging. While users may be able to scrutinise the data used for training a prediction tool and the underlying algorithm designed to detect patterns, users may not fully grasp the algorithm's intricate evolution and functioning. This inherent "black box" quality may impede human oversight over the accuracy of decisions or predictions produced by the AI Tool. Even where such assessment is possible, the "black box" nature of many AI Tools can encumber the obligation to furnish transparent and truthful justifications for specific decisions.

⁸ Diversity, Legitimacy, Innovation and the Future of International Arbitration, ICC Dispute Resolution Bulletin 2019 No. 3.

⁹ DY Chandrachud, CJI, Keynote Address at Delhi Arbitration Weekend 2023 (DIAC, 16 Feb 2023), as reported in Bar & Bench.

The gap in diversity statistics is stark when comparing India and leading international institutions. As per ICC's reports, 28.6% of its arbitrator appointments in 2024 were women, whereas the LCIA reported 33%, HKIAC 34.7%, and SIAC 35%. In contrast, India's domestic appointments still hover in the lower end of the double digits, with DIAC reporting a mere 15% female representation.¹⁰ If India dreams of being the global arbitration hub, diversity cannot be just limited to discussions on gender but must include in itself professional diversity and industry experts to mark a cultural shift from the mini-trial culture plaguing the Indian arbitral proceedings.

That said, there has been a transition and gradual increase in the participation of gender-diverse younger professionals, domain experts, and practitioners from varied backgrounds, supported by institutional efforts and a growing openness among courts and clients to merit-based appointments.¹¹

Exposure to international arbitration practices and the increasing involvement of foreign counsel are also contributing to a more diverse and globally attuned arbitration community in India. As India seeks to position itself as a global player, fostering diversity in arbitrator appointments will not only strengthen legitimacy but also align it with evolving international standards and party expectations.

Judicial Developments and India's Alignment with Global Standards

The legislature may grant arbitration its structure; however, the judiciary determines the effectiveness of the structure in practice. A much-defining global trend in arbitration globally is "judicial minimalism," i.e., courts in the majority of the jurisdictions, like Singapore and London, have reinforced the principle of party autonomy and finality of award by consistently emphasizing limited intervention and reiterating the UNCITRAL Model Law approach that courts are mere facilitators in the arbitration process rather than supervisors.

In this global context, India's recent judicial precedents and the trajectory they follow also reflect a conscious shift toward alignment with these standards.

Over the past few years, the courts in India have consistently signaled towards adopting a restraint-based approach, which is more pro-arbitration. This shift is also intended to address the constant concern among global parties regarding excessive judicial interference in Indian arbitration. A key aspect of this shift is the Court's reaffirmation of limited judicial interference at critical stages of arbitration. In *Goqii Technologies Pvt Ltd v Sokrati Technologies Pvt Ltd*,¹² the Court clarified that at the stage of appointment of arbitrator under Section 11 of the Act, Courts, acting as the gatekeepers in a procedural role, must keep judicial scrutiny confined to the mere existence of a prima facie arbitration agreement, leaving issues such as fraud, economic duress, or arbitrability (the question whether there exists a valid dispute to be referred to arbitration) to be addressed by the Arbitral Tribunal as preliminary issues. Similarly, in *Rohan Builders (India) Pvt. Ltd. v. Berger Paints India Ltd.*,¹³ the Court, adopting a pragmatic approach, allowed the extension of the mandate of the arbitral tribunal even after the expiry of the deadline, effectively preventing procedural technicalities from derailing the arbitration proceedings. Complementing this, the Hon'ble Supreme Court in *Gayatri Projects Ltd. v. Madhya Pradesh Road Development Corporation*¹⁴ also emphasized that objections pertaining to the jurisdiction of the arbitral tribunal must be raised at the earliest stage, further pushing for procedural discipline and discouraging tactical delays.

¹⁰ReedSmith, Comparative insights 2024 arbitration statistics from leading institutions, February 2026, Page 10

¹¹Montek Mayal, 'Cultural considerations in advocacy: India,' 21 July 2025, The Guide to Advocacy - Seventh Edition

¹²(2025) 2 SCC 192

¹³(2025) 10 SCC 802

¹⁴Civil Appeal No. 6856 of 2025

Within this broader shift, *Gayatri Balasamy v. ISG Novasoft Technologies Limited*¹⁵ also represents a significant development in India's alignment with global standards on the finality of arbitral awards. The decision addressed a major concern regarding the tendency of courts to modify arbitral awards, leading to a re-evaluation of the merits under the guise of correction. The Apex Court has ruled that courts cannot act as appellate bodies or editors of arbitral awards. Judicial intervention is strictly limited to cases where a court needs to sever an offending portion of the award, correct obvious clerical or computational errors, or modify post-award interest. Crucially, the Court clarified that these powers can never be used to alter the fundamental substance of an award.

This judgment marks a decisive shift away from past tendencies toward heavy judicial intervention. It brings India much closer to global best practices, particularly those in the United Kingdom, where courts emphasize sending awards back rather than modifying them.

This approach successfully addresses limited defects while preserving the overall autonomy of the arbitration process. Taken together, these decisions reflect an emerging pattern of a judiciary that is increasingly conscious of its role in supporting, rather than supervising, arbitration. While inconsistencies have not entirely disappeared, the overall trajectory suggests a gradual but deliberate alignment with global arbitration norms. If sustained, this judicial approach has the potential to significantly enhance India's credibility as an arbitration-friendly jurisdiction and strengthen user confidence in its dispute resolution framework.

The Policy Paradox

India's policy approach to arbitration reflects a deeper structural tension: one between its ambition to be a leader in the arbitration sphere and hesitation in the implementation of policies. On one hand, the country's laws and institutions are changing to mirror global practices and trends. On the other, certain policy decisions undermine the very confidence these reforms seek to build.

The Draft Arbitration and Conciliation (Amendment) Bill, 2024, is a case in point. It proposes various structural changes intended at enhancing procedural efficiency and reducing judicial intervention, including clarifying the distinction between the juridical seat and the physical venue, rationalizing the scope of interim relief under Section 9 of the Act, and moving towards formal recognition of emergency arbitration. The introduction of appellate arbitral tribunals under a proposed Section 34A further signals an attempt to create specialized review mechanisms within the arbitral framework itself. While still at the proposal stage, these developments indicate a clear legislative intent to align India with leading arbitration jurisdictions such as Singapore and the United Kingdom, where minimal court interference and procedural clarity are central to party confidence.

Institutionally, too, the growing presence of the Permanent Court of Arbitration in New Delhi marks a significant step in positioning India within the global arbitration network, particularly in the context of state and investor disputes. Similarly, the establishment of the Arbitration Bar of India reflects a conscious effort to professionalise the arbitration ecosystem, develop ethical standards, and engage with emerging issues such as diversity and the use of artificial intelligence.¹⁶ Considered together, these developments suggest that India is not merely reforming its arbitration framework but actively attempting to build the infrastructure of a credible arbitration jurisdiction. And yet, just as this momentum begins to build, it encounters what can only be described as a 'policy paradox'.

The turning point, in many ways, was the dispute between the Delhi Metro Rail Corporation and Delhi Airport Metro Express Pvt. Ltd.¹⁷, wherein the Supreme Court set aside a substantial arbitral award in its curative jurisdiction, sending ripples across the Indian arbitration community.

¹⁵2025 SCC Online SC 986

¹⁶Arbitration Bar of India, About ABI and Institutional Initiatives (2024).

¹⁷Curative Petition (C) No. 365–366 of 2022 in Civil Appeal No. 5627 of 2021, decided on 10 April 2024 (Supreme Court of India)

The decision effectively reinforced a lingering concern that awards in India remain vulnerable to last-minute judicial intervention, a position that sits uneasily with global arbitration standards where predictability and finality are treated as non-negotiable attributes of the arbitration sphere. Consequently, these kinds of rulings risk undermining trust at a time when stability is crucial. What followed only deepened the contradiction, wherein, in the aftermath of the judgment, the Ministry of Finance issued policy guidance, encouraging mediation or recourse to civil courts and discouraging the use of arbitration as the default dispute resolution mechanism in large public procurement contracts.¹⁸ This shift was not merely administrative but signaled the state's reluctance to submit to arbitration, inevitably raising questions about the system's reliability.

This act of the state was difficult to reconcile with India's broader aspiration of positioning itself as a 'global arbitration hub,' where, on one hand, the country is investing in institutions, refining its laws, and engaging with global best practices, and on the other, key state actors appear to be stepping back from arbitration in precisely those high-value contexts where its credibility matters the most.

The above actions have brought in structural inconsistency in India's arbitration regime. India is telling the world that it is ready to host international disputes, while simultaneously signaling a lack of complete confidence in arbitration as a mechanism for resolving its own high-stakes matters. The success of India's arbitration journey will therefore depend not only on the strength of its reforms but equally on the consistency of its choices. In this regard, aiming at a more structured policy and drawing on Singapore's approach, India could consider adopting a dedicated national government arbitration policy that fundamentally distinguishes categories of public disputes suitable for arbitration, particularly by differentiating between commercial transactions (*jure gestionis*) and sovereign acts (*jure imperii*). Courts in Singapore have generally upheld the arbitration agreements involving the state entities when they are acting in a commercial capacity, treating such agreements as a waiver of their jurisdictional immunity.¹⁹

Further, India can restore predictability by setting clearer thresholds and promoting institutional arbitration for commercial disputes, while public interest matters or purely regulatory ones are reserved for the courts. At the same time, adoption of hybrid mechanisms like Singapore's SIAC-SIMC Arb-Med-Arb protocol offers a pedantic middle ground, paving the way for the state to find comfort in the flexibility of mediation without compromising or discarding the finality of an arbitral award. Such calibrated measures may assist in aligning India's global-hub aspirations and practical concerns concerning the state's procurement interests.²⁰ At last, in the global arbitration marketplace, credibility is not built in fragments; it is built through alignment.

Conclusion: Reform to Credibility

India's arbitration framework today stands at a critical juncture. The narrative is no longer defined by the absence of reform, but also by the challenge of translating reform into lasting credibility. The legislative amendments, judicial pronouncements, and institutional growth, all point towards a system that is steadily aligning with global arbitration standards. Courts embracing judicial minimalism with gaining traction to institutions, and the broader ecosystem also reflects a gradual shift towards professionalism, efficiency, and party-centricity. At the same time, the journey is not without its tensions. The coexistence of progressive reforms with moments of policy hesitation creates an underlying inconsistency that continues to shape the party perceptions globally. In a global arbitration marketplace where predictability, finality, and trust are paramount, even isolated signals of uncertainty can carry disproportionate weight.

¹⁸ Office Memorandum No. F.1/2/2024-PPD, Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, dated 3 June 2024

¹⁹ State Immunity Act 1979 (Cap. 313, 2020 Rev Ed), ss. 6, 11, 15 (Singapore)

²⁰ Singapore International Arbitration Centre & Singapore International Mediation Centre, SIAC-SIMC Arb-Med-Arb (AMA) Protocol (4th Ed, 2024) (hybrid: arbitration, mediation, same tribunal award if needed)

IIAC Annual Magazine Launch Event

The India International Arbitration Centre (IIAC) launched its Annual Magazine “The Equilibrium” in the presence of Hon’ble Justice P. S. Narasimha and Hon’ble Justice Hemant Gupta (Retd.) at IIAC, New Delhi.

The event featured a panel on modern arbitration challenges and witnessed the signing of an MoU between IIAC and Paryaya ADR Society to strengthen academic collaboration in ADR.



Bespoke Global Litigation & IP Summit 2025

Mr. Navin Kumar Singh, CEO, India International Arbitration Centre (IIAC), participated as a panelist at the Bespoke Global Litigation & IP Summit 2025 in New Delhi, where he spoke on “Arbitration Clauses in Government Contracts: Lessons from Recent Cases.”



9th Annual Meet & International Summit organised by the Alliance for Corporate Counsel and Company Secretaries (ACCS)

Mr. Karan Kanwal, Deputy Registrar, India International Arbitration Centre (IIAC), participated as a panellist at the 9th Annual Meet & International Summit organised by the Alliance for Corporate Counsel and Company Secretaries (ACCS). He highlighted IIAC’s institutional strengths, including accredited arbitrators, time-bound regulations, emergency arbitration, and a cost-effective framework positioning India as a competitive seat of arbitration.



Global ADR Summit 2026



Mr. Navin Kumar Singh, CEO, India International Arbitration Centre (IIAC), spoke at the Global ADR Summit 2026, organised by Mediator Guru, during a panel discussion hosted by Khaitan & Co. The panel discussion on “Arbitration: Emerging Issues, Institutions and Best Practices” featured Mr. Gaurav Pachnanda, Senior Advocate; Mr. Joe Tirado, International Arbitrator; and Ms. Mehak Oberoi, Legal Head, GE Vernova, with Mr. Sahil Narang, Partner, Khaitan & Co.

Panel Discussion on “The State of Arbitration: Navigating an Arbitration involving State-Owned Entities and MSMEs”



Conference on “Dispute Resolution and Arbitration Norms for the Construction & Infrastructure Sectors – An Indian and International Perspective”



India International Disputes Week 2026



Awareness Workshop organised by Ministry of Micro, Small, and Medium Enterprises (Ministry of MSME) on MSME ODR Portal



8th Rajiv Gandhi National University of Law, Punjab (RGNUL) Sports and Entertainment Law Mediation Competition



Vidhi Utsav, UPES Dehradun



The Valuation of Virtue

By - Mr. Piyush Pandit
Advocate

Young Voice

The international arbitration community stands at a critical juncture, defined by the collision of traditional investment protections with the urgent demands of the "poly-crisis": climate change, resource scarcity, and the reassertion of state sovereignty. The sustainability issues are not merely pervading the periphery of the field but are reshaping its core adjudicative functions, from the drafting of "next-generation" treaties to the mathematical calculation of damages. It posits that while states are increasingly securing a "right to regulate" at the liability stage, the true battleground has shifted to the quantum phase, where concepts like the "Social License to Operate" (SLO) are evolving from political risks into valuation caps.

There is a normative shift in the legal framework governing foreign investment. The "green transition" has precipitated a dual movement: the disintegration of old consensus, exemplified by the mass withdrawal of European states from the Energy Charter Treaty (ECT), and the emergence of "greener" Bilateral Investment Treaties (BITs) that explicitly subordinate investment protection to environmental imperatives. A primary case study is the 2024 India-United Arab Emirates Bilateral Investment Treaty. Unlike its predecessors, this treaty establishes a new paradigm by extending protection to renewable energy investments while explicitly excluding "concessions to search for, explore, extract, or exploit natural resources" from the definition of an investment. Furthermore, it affirms the state's right to regulate for "legitimate public policy objectives," including the "protection of environment, health, and safety." This drafting innovation signals a deliberate attempt to immunize climate policy from the "regulatory chill" often attributed to Investor-State Dispute Settlement (ISDS).

Against this evolving treaty landscape, there is also the dissonant jurisprudence of recent arbitral awards involving the extraction of critical minerals

The landmark decision in *Eco Oro Minerals Corp. v. Republic of Colombia* serves as the central focal point. While the tribunal found Colombia liable for breaching the Minimum Standard of Treatment due to its administrative delays in delimiting the Páramo de Santurbán wetland, the award on damages delivered a "pyrrhic victory" for the investor. The tribunal awarded zero compensation, reasoning that even in the absence of the state's breach, the investor's lack of a social license and the environmental sensitivity of the site rendered the project's fair market value unproven or speculative.

Eco Oro establishes a formidable precedent: environmental and social opposition are no longer treated solely as "contributory fault" (as seen in *Bear Creek Mining Corp. v. Republic of Peru*, ICSID Case No. ARB/14/21, Award), but as intrinsic valuation factors that can reduce the "lost opportunity" to zero. This "valuation cap" effectively prices in the 2025 International Court of Justice advisory opinion on climate duties, allowing tribunals to internalize environmental obligations without formally dismissing the treaty breach.

However, the legal landscape remains dynamic and contradictory. *Eco Oro* can be contrasted with the award in *Odyssey Marine Exploration, Inc. v. United Mexican States*, where a tribunal awarded USD 37.1 million to an investor after Mexico denied a permit for seabed phosphate mining on environmental grounds. The majority's rejection of Mexico's precautionary scientific assessment and the vigorous dissent by Professor Philippe Sands KC regarding the state's environmental sovereignty illustrate the continuing tension between "scientific certainty" and the "precautionary principle" in ISDS.

Finally, there is also the rise of corporate ESG disputes and the "privatization" of climate litigation. As commercial parties increasingly insert ESG clauses into supply chain and construction contracts, arbitration is becoming a preferred forum for resolving allegations of "greenwashing" and breach of sustainability covenants. Confidentiality of arbitration serves as a strategic asset for corporations seeking to manage the reputational fallout of ESG disputes, creating a "shadow jurisprudence" that may diverge from public international law norms.

In conclusion, for the new voices in arbitration, the challenge is no longer just defining the "right to regulate," but mastering the complex interaction between treaty drafting (e.g., the India-UAE natural resource exclusion) and valuation methodology (e.g., the Eco Oro social license discount). Future claims will pivot not on whether a state can regulate for climate change, but on whether foreign investors can mathematically prove the value of an asset that lacks a social license in a net-zero world.

Young Voice

CONTRACTUAL OBLIGATION OF VERITABLE PARTIES IN ARBITRATION

By - Ms. Shrishti

*Second Year Student of ILC,
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“weed out” non-existent agreements at the threshold instead of functioning through “monotonous automation”.

INTRODUCTION

Arbitration is a consensual, party-driven dispute resolution mechanism whose legitimacy rests on the mutual agreement of parties to submit disputes to a private tribunal, thereby waiving recourse to civil courts. The commercial reality of layered contractors, subcontractors, and group companies frequently draws “non-signatories” into the performance of contracts and forces courts to confront whether entities that have not signed an arbitration agreement can nevertheless be bound by it. Indian jurisprudence has moved from an expansive inclusion of non-signatories under the “Group of Companies” doctrine to a more restrained, consent-based “veritable party” test. The Supreme Court's ruling in *Hindustan Petroleum Corporation Ltd. v. BCL Secure Premises Pvt. Ltd.* (2025) (hereinafter referred to as “*HPCL v. BCL*”) marks a decisive recalibration that reasserts contractual consent and strengthens the Section 11 gatekeeping role of courts under the Arbitration and Conciliation Act, 1996.

JUDICIAL EVOLUTION

In *Chloro Controls India Pvt. Ltd. v. Severn Trent Water Purification Inc.* (2013), the Court recognized the “group of companies” doctrine and permitted extension of arbitration agreements based on the economic reality of corporate groups, sometimes risking erosion of party autonomy by binding commercially involved but unwilling entities. The Constitution Bench in *Cox & Kings Ltd. v. SAP India Pvt. Ltd.* recast this approach through the “Veritable Party” Test, under which a non-signatory may be bound only if it is real, genuine, and truly intended to be a party for all practical purposes. Relevant indicators are mutual intention, direct involvement in negotiation or performance, the composite nature of the transaction, and the relationship between signatories and non-signatories; mere commercial involvement is insufficient.

LEGISLATIVE FRAMEWORK

The Arbitration and Conciliation Act, 1996, must be read with the Indian Contract Act, 1872, to understand the position of non-signatories. Section 7 defines an arbitration agreement as a written agreement by “the parties” to submit disputes to arbitration, while the doctrine of privity limits contractual rights and liabilities to those parties. Section 11(6A) obliges referral courts to “examine the existence of an arbitration agreement,” which the Supreme Court in *SBI General Insurance Co. Ltd. v. Krish Spinning* construed as a prima facie scrutiny of the parties’ dealings. Although Section 16 embodies Kompetenz-Kompetenz by empowering tribunals to rule on their own jurisdiction, referral courts must still

HPCL v. BCL applies these criteria in a subcontracting and assignment context. HPCL floated a tender for a Tank Truck Locking System (TTLS) and awarded the contract to AGC Networks Ltd., subject to “anti-assignment” and “anti-subletting” clauses prohibiting the transfer of work without HPCL’s written consent. Without such consent, AGC engaged BCL Secure Premises Pvt. Ltd. on a “back-to-back” basis and later executed a Settlement-cum-Assignment

Young Voice

Agreement purporting to assign AGC's receivables against HPCL to BCL, which then invoked arbitration. The Supreme Court allowed HPCL's appeal, holding that HPCL and BCL operated in "separate orbits" with no privity of contract. BCL's presence on group emails or its benefit from an escrow arrangement did not make it a veritable party to the arbitration agreement, because even a prima facie inquiry demands some intent to create a legal relationship.

A central aspect was the distinction between the assignment of rights and obligations. Relying on *Khardah Company Ltd. v. Raymon & Co.*, the Court reiterated that rights such as receivables are generally assignable, but contractual obligations cannot be assigned without the promisee's consent. The duty to arbitrate was treated as a contractual "burden" that cannot be transferred absent such consent, so HPCL's non-consent meant BCL had no right to invoke the arbitration clause. The judgment reinforces that a person "claiming through or under" a party under Sections 8 or 45 can proceed only as a derivative successor to interest and that mere commercial connection or group affiliation is inadequate.

CONCLUSION

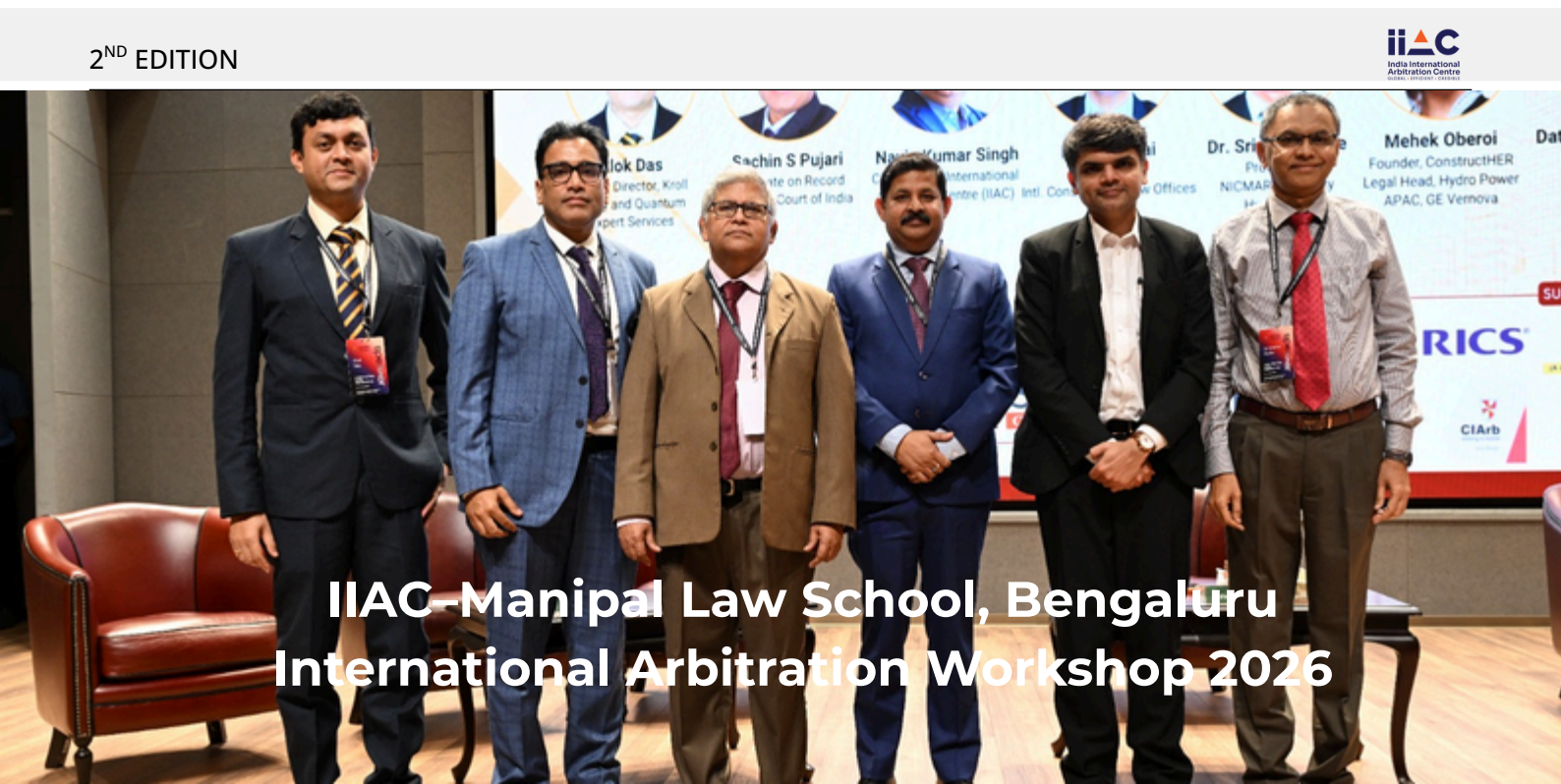
Post *Cox & Kings* and *HPCL*, India's trajectory aligns with a wider global consensus emphasizing consent. Singapore's Restrained Intent Model, seen in *BCY v. BCZ*, insists that corporate group membership alone cannot bind a non-signatory without objective evidence of intent and limits "claiming through or under" to successors or agents. Paris represents the liberal "economic reality" model from *Dow Chemical*, extending clauses to non-signatories where a common intention is inferred from group economic reality, an approach India has now moved away from. Hong Kong and English law similarly treat arbitration as strictly contractual and are reluctant to impose arbitral obligations on non-signatories absent recognized legal bases. Across these systems, HPCL stands out as a safeguard against "absolute strangers" being forced into arbitration and as a reaffirmation that arbitration is a "creature of contract" grounded in demonstrable consent.

1st Intra-Student Development Program (SDP) – 2026, organized by the Training & Placement Cell, University School of Law (USL), RBU - Rayat Bahra University



**Guest lecture on the theme
“Modern Mediation Framework:
Stepwise Practice, Ethical
Standards, and the Singapore
Convention.”**





IIAC–Manipal Law School, Bengaluru International Arbitration Workshop 2026



Workshop Overview

The IIAC–Manipal Law School, Bengaluru International Arbitration Workshop 2026 was successfully conducted, bringing together participants for an intensive, practice-oriented learning experience.

The workshop featured expert sessions by leading Indian and international arbitrators, practitioners, and academics. Participants developed practical skills through oral advocacy, cross-examination exercises, award drafting, and a full mock arbitration, gaining valuable exposure to contemporary arbitration practice.

The workshop provided participants with practical exposure to international arbitration through expert-led sessions, collaborative learning, and immersive simulation exercises.

Event Highlights

- 📅 Online Sessions: 28–30 May 2026
- 🏢 On-Campus Sessions: 4–5 June 2026
- 📚 Key Learning Areas
 - Oral Advocacy
 - Cross-Examination
 - Mock Arbitration

Case Briefs

C. Velusamy v. K. Indhera

[2026] INSC 112

A Section 29A(5) application is maintainable even after the statutory period expires and even after the award is delivered. An award passed after the mandate expires is not void ab initio but merely unenforceable under Section 36 until the mandate is extended; the court may extend retrospectively and impose conditions such as reduced fees, costs or substitution.

Ankhim Holdings Pvt. Ltd. & Anr. v. Zaveri Construction Pvt. Ltd.

[2026] INSC 137

Substitution of an arbitrator under Section 15(2) does not automatically nullify prior proceedings; under Section 15(3) the new tribunal has discretion to repeat hearings only where necessary. The IBC moratorium is not a blanket bar; only actions directly contravening Section 14 of the IBC are suspect, and mechanically voiding the entire moratorium period is legally erroneous.

Union of India v. Larsen & Toubro Ltd.

[2026] INSC 203

A tribunal cannot award interest contrary to an express contractual prohibition. Section 31(7) discretion cannot override an express bar on pre-award or pendente lite interest, and doing so amounts to rewriting the agreement and exceeding jurisdiction. However, post-award interest, being governed by statute, may still be awarded at a reasonable rate. Party autonomy is upheld alongside limited statutory discretion.

Case Briefs

Bharat Sanchar Nigam Ltd. v. Microtex Energy Pvt. Ltd.

[2026] BHC-OS:6212 Comm. Arbitration Petition (L.) No. 33928 of 2024 With Interim Application (L.) No. 59 of 2025.

MSME arbitral awards are subject to very limited Judicial Review, and Courts will uphold such Awards unless they fall within the narrow ground under Section 34. Interference is allowed only on narrow grounds such as patent illegality or violation of public policy. The MSMED Act does not make MSEFC arbitration the only route. MSMEs retain flexibility to choose other valid arbitration mechanisms.

Espíritu Santo Holdings, LP & L1bre Holding, LLC v. United Mexican States

ICSID Case No. ARB/20/13, Award (26 March 2026)

Investment arbitration tribunals may render majority awards accompanied by dissenting opinions: a disagreeing arbitrator may set out separate reasoning, but the majority award remains binding and enforceable, ensuring finality. Dissents enhance transparency and credibility and contribute to the development of international arbitration jurisprudence.

M/s Pahwa Impex Pvt. Ltd. v. M/s Kanuj Home Textiles Exim

2026:PHHC:076529

After withdrawing Section 34 objections and dismissal of execution objections, the petitioner cannot re-agitate the same grounds under Article 227. It amounts to approbation and reprobation and abuse of process. Article 227 is discretionary and equitable and cannot help a party who abandoned the statutory remedy under Section 34. The revision under Article 227 is thus not maintainable due to estoppel. Further, the petitioner failed to deposit 75% of the award as mandated by Section 19, MSMED Act, while filing Section 34 objections.

Case Briefs

Chief Engineer (Roads-1), Bhubaneswar v. M/s NKC Projects Pvt. Ltd.

W.P.(C) No.35734 of 2025 (High Court of Orissa)

The case involved an arbitral award directing the Odisha Government's Roads Department to pay ₹26.97 crore to NKC Projects Pvt. Ltd. The State challenged the award under Section 34 of the Arbitration and Conciliation Act, 1996, and sought a stay. The Commercial Court granted the stay subject to depositing the full award amount. The Orissa High Court upheld this condition, holding that government authorities are not entitled to special treatment under the Arbitration Act and, in the absence of exceptional circumstances, dismissed the writ petition.

Rajiv Gaddh v. Subodh Prakash

2026 INSC 302

1. A 2013 land/joint venture agreement with an arbitration clause led to 2015 arbitration proceedings. The respondent later withdrew without liberty to refile, resulting in an arbitral award on 30 June 2020. In 2021, citing a Supreme Court judgment, the respondent issued a fresh notice and filed a Section 11 application, which the Punjab & Haryana High Court allowed. The Supreme Court, however, set this aside, holding that no fresh cause of action arose, the earlier proceedings were abandoned, and Order 23 Rule 1 CPC bars fresh applications without liberty to refile. The subsequent application was held not maintainable.

Nagreeka Indcon Products v. Cargocare Logistics

[2026] INSC 384

This appeal from a Bombay High Court order involved Nagreeka, an aluminium foil container manufacturer, who hired Cargocare to ship goods to the USA. Cargocare delivered the fifth of total six shipments without collecting payment, causing loss. The issue was whether an arbitration clause using "can" is binding or optional. The High Court held it non-mandatory, and the Supreme Court affirmed: "can" denotes possibility, not obligation, unlike "shall." Further, Clause 25 required a fresh agreement per dispute, making it an "agreement to agree" and not a valid arbitration clause. Since arbitration requires consent, a party cannot be compelled without clear contractual intent.

Case Briefs

Home Care Retail Marts Pvt. Ltd. v. Haresh N. Sanghavi

[2026] INSC 415

The Supreme Court of India in this case held that any party to an arbitration agreement, including an unsuccessful party in arbitration, may invoke Section 9 (to seek interim protection after the award is made) of the Arbitration and conciliation Act, 1996 at the post-award stage. However, the Courts would be well advised to exercise care, caution and circumspection while dealing with a Section 9 application filed by an unsuccessful party in arbitration.

J&K Economic Reconstruction Agency v. Rash Builders India Pvt. Ltd.

[2026] INSC 368

The seat of arbitration is the juridical home that determines supervisory jurisdiction, while the venue is merely a matter of convenience and confers none. Once expressly designated by agreement, the seat operates as an exclusive-jurisdiction clause, fixed unless altered by fresh mutual agreement. The seat being Srinagar, the Section 34 petition was restored before the J&K High Court.

VLCC Health Care Ltd. v. Veeram Raja & Anr.

C.M.A. No. 367 of 2023

Notices of arbitration and inspection having been duly served, the ex parte award stood; Sections 34/37 do not permit re-appreciation of evidence. Upholding damages and rent arrears, the Court set aside only the Rs. 720,000 rental-loss component as unsustainable since possession had already been handed back. The appeal was partly allowed

Did You Know ?

Ancient Indian trade associations called "Srenis" (श्रेणि), predecessors to modern guilds had their own internal dispute resolution mechanisms as early as 800 BCE. These self-governing commercial bodies exercised quasi-arbitral authority over member disputes, making India's institutional arbitration tradition truly ancient.



Kautilya's Arthashastra (~300 BCE) prescribed detailed procedures for resolving merchant and trade disputes through neutral arbiters placing India's tradition of structured dispute resolution at over 2,300 years old, long before modern arbitration was conceived in the West.

India became a signatory to the New York Convention in 1960 meaning arbitral awards made in India can be enforced in 172+ countries across the world. An Indian arbitral award is, in effect, a globally enforceable instrument.



The Bengal Chamber of Commerce, established in 1853, created one of Asia's first formal institutional arbitration mechanisms for resolving commercial disputes predating even the ICC (founded 1919) by 66 years. India was building arbitration infrastructure while most of the world's leading institutions didn't yet exist.

Call for Case Comments



The India **International Arbitration Centre (IIAC)** invites submissions of case comments for publication in its **IIAC Bulletin**.

 Submit a clear, concise analysis of a recent judicial or arbitral decision from any jurisdiction that offers a meaningful significance to ADR law and practice.

Formatting & Word Limit:

Max **800** words
(including footnotes).
Use any recognized,
consistent citation style
with appropriate
footnotes.



SCAN TO SUBMIT



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