cyril amarchand mangaldas
ahead of the curve

case in point .

July 2025

Main Stories

Part I: Judicial Developments under the Arbitration Act
Page 03

Part II: Arbitration developments beyond the judicial precedents
Page 14

This Case in point half yearly arbitration round-up provides a summary of notable developments. We have attempted to cover developments both within India as well as beyond Indian shores which will significantly influence Indian stakeholders intending to pursue dispute resolution through domestic or international arbitration proceedings.

This round-up is divided into two segments for clarity. Part I examines judicial developments under the Arbitration and Conciliation Act, 1996 (**Arbitration Act**), focusing on domestic developments including significant rulings by the Supreme Court and various High Courts that shape India's arbitration framework. Part II is focused on international developments which underline a global drive towards increased clarity, procedural efficiency, and minimal judicial interference in arbitration.

Regards,

Cyril Shroff
Managing Partner
Cyril Amarchand Mangaldas

India's leading law firm

Index

Part I: Judicial Developments under the Arbitration Act

A. Modification of arbitral awards: The apex court confirmed that Indian courts possess limited powers to modify arbitral awards. 03

B. Supervisory jurisdiction of Indian courts when foreign venue specified: The apex court held that Indian courts retain supervisory jurisdiction when the agreement provided for an exclusive jurisdiction clause. 07

C. Reviving arbitration claims post-corporate insolvency resolution process: The apex court reinforced the legal position that claims not forming a part of the resolution plan do not survive post approval. 08

D. Challenge to an arbitral award under Civil Procedure Code, 1908: The Telangana High Court confirmed that provisions of the Code of Civil Procedure, 1908, would not be applicable to challenge the execution of an arbitral award. 08

E. Seat of arbitration v. exclusive jurisdiction clause: The Delhi High Court held that the exclusive jurisdiction clause takes precedence over the seat of arbitration. 09

F. Requirements of a notice of arbitration under Section 21 of the Arbitration Act: The Delhi High Court held that requirement of notice of arbitration can be dispensed with when the other party knows about the existence of a dispute. 09

G. Recommencing arbitration after setting aside of arbitral award: The Bombay High Court held that setting aside awards restores the parties to pre-award positions, permitting arbitrations to recommence. 10

H. Setting aside of arbitral awards because of patent illegality: The Delhi High Court confirmed the courts' authority to set aside the arbitral awards on grounds of patent illegality. 11

I. Continuation of arbitration proceedings against legal representatives of the partners. 12

J. Applicability of Section 5 of the Limitation Act, 1963 to appeals under the Arbitration Act. 13

K. Furnishing security by foreign parties in arbitration proceedings in India. 13

Part II: Arbitration developments beyond the judicial precedents

A. The critique of the Indian arbitration process delivered by the Vice President of India. 14

B. Amendments to the UK Arbitration Act, 2025. 15

C. Amendments to the Singapore International Arbitration Centre's Rules. 17

Part I: Judicial Developments under the Arbitration Act:

A. Court's power to modify arbitral awards

In ***Gayatri Balasamy v. M/S. ISG Novasoft Technologies Limited*** (2025 INSC 605), the Hon'ble apex court held by a 4:1 majority that courts possess a limited power to modify arbitral awards. This decision was passed in a Special Leave Petition (**SLP**) challenging the judgment of the Madras High Court, which had held that courts in India have powers within the Arbitration Act to modify an arbitral award (**Madras High Court Judgment**). This view conflicted with the apex court's earlier ruling in *Project Director NHAI v. M. Hakeem*,[1] followed in *Larsen Air Conditioning and Refrigeration Company v. Union of India*,[2] *and SV Samudram v. State of Karnataka*.[3]

Given the divergence and question of law involved, the SLP filed before a three-judge bench of the apex court was referred to a larger five-judge bench. The five-judge bench comprised the then-Chief Justice Sanjiv Khanna, Justice B.R. Gavai, Justice Sanjay Kumar, Justice K.V. Viswanathan, and Justice Augustine George Masih. The majority upheld the view of the Madras High Court, clarifying that the courts have *limited* power to modify an arbitral award under the Arbitration Act.

For an easy analysis, we have divided the judgment into two parts: (i) Majority Judgment; (ii) Dissenting Opinion.

1. Majority Judgment

Severability of awards

The apex court observed that the proviso to Section 34(2)(a)(iv) holds particular significance in the context of the present discourse, insofar as the said proviso empowers the courts to segregate, sever, and preserve the "valid" part(s) of the award while setting aside the "invalid" ones. (The terms "valid" and "invalid", as used here, do not refer to legal validity or merits examination, but validity in terms of the proviso to Section 34(2)(a)(iv) of the Arbitration Act.) Subsequently, the apex court held that:

"The authority to sever the "invalid" portion of an arbitral award from the "valid" portion, while remaining within the narrow confines of Section 34, is inherent in the court's jurisdiction when setting aside an award." [4]

The apex court held that the most practical and pragmatic interpretation of the provisions of Section 34(2)(a)(iv) is that the authority to set aside an arbitral award necessarily encompasses the power to set it aside in part, rather than in its entirety. The apex court observed that an arbitral award cannot be set aside in part when the "valid" and "invalid" portions of the arbitral award are legally and practically inseparable.

1 (2021) 9 SCC 1.
2 (2023) 15 SCC 472.
3 (2024) 3 SCC 623.
4 Paragraph 33 of the judgement.

The permissibility and scope of the court's modification powers, within the parameters of Section 34 of the Arbitration Act

While dealing with the question of modification of an arbitral award, the apex court dealt with the following: (i) the difference between setting aside and modifying an arbitral award and (ii) whether courts can modify an arbitral award notwithstanding the powers expressly conferred under Sections 33 and 34(4) of the Arbitration Act.

Difference between setting aside and modification

While drawing a distinction between modification and setting aside of an arbitral award, the apex court clarified that modification only involves altering specific parts of an award, whereas setting aside results in its complete annulment.

Limited power of modification under Section 34 of the Arbitration Act

The apex court held that Section 34 of the Arbitration Act does not restrict the courts from granting various alternative reliefs, provided they remain within the contours of the statute and do not violate the guardrails of the power provided under Section 34 of the Arbitration Act. Referring to the principles of severability provided under Section 34(2)(a)(iv) of the Arbitration Act, it observed that where a portion of the award is severable, the courts are empowered with a limited and qualified jurisdiction to vary or modify a portion of the award.

Can courts modify an award despite the powers mentioned at Sections 33 and 34(4) of the Arbitration Act?

The apex court clarified that Section 34 of the Arbitration Act permits the courts to exercise inherent powers to rectify limited typographical errors, provided no merit-based review is involved. On the contrary, Section 33 of the Arbitration Act empowers an arbitrator to correct and/or re-interpret the arbitral award on limited grounds (e.g., correction of computational, clerical, or typographical errors) and make an additional award on claims presented before the arbitral proceedings but were omitted from the arbitral award. The apex court clarified that where re-evaluation on merits is required, the courts

must invoke its remedial powers under Section 34(4) of the Arbitration Act and remand the matter to the Tribunal.

Doctrine of Merger and the New York Convention

The apex court noted that once Section 34 of the Arbitration Act is reinterpreted to include a limited power to modify awards. This power will not affect the international commercial arbitration regime or the enforcement of foreign awards. The apex court's reasoning was based on the interpretation of Section 48(1)(e) of the Arbitration Act.

It interpreted Section 48(1)(e) of the Arbitration Act to state that the statutory framework recognises that the domestic law of the country where the award is made would prevail and will have supremacy, when the award needs to be enforced. Therefore, if the arbitral award requires any modification to meet this criterion, it cannot be said to be against the provisions of the New York Convention.

Post-award interest may be modified in some circumstances

Another issue the apex court dealt with was whether the courts would now possess the powers to declare or modify interest, especially post-award interest. As per the Arbitration Act, the tribunal is permitted to grant two types of interest, viz., (i) pendente lite interest under Section 31(7)(a) of the Arbitration Act and (ii) post-award interest under Section 31(7)(b) of the Arbitration Act.

With regard to *pendente lite* interest, the apex court held that in cases where the courts feel that requisite interest has not been awarded or interest beyond the terms of the agreement have been awarded or excessive interest have been awarded or abysmally low interest is awarded, they may either (i) to set aside such interest or (ii) remand the matter back to the tribunal under Section 34(4) to re-evaluate.

With regard to post-award interest, the apex court stated that the courts would retain the power to modify the interest rate where the facts justify such modification. Further, it clarified its powers to grant post-award interest in the absence of the same having been awarded by the tribunal.

To substantiate its stance, the apex court referred to UNCITRAL Model Law on International Commercial Arbitration (**Model Law**)—upon which the Indian Arbitration Act is based— and compared the modification powers of post-award interest rates to Section 31 of the Model Law.

The apex court described Section 31(7) of the Arbitration Act as a unique creation of the Indian legislature, wherein the legislature devised a standard rate of interest to guide the arbitrator's discretion when determining the post-award interest rate. Thus, any post-award interest rates provided by the arbitrator can be scrutinised by the courts against the standards prescribed under Section 31(7) of the Arbitration Act.

The apex court held that this limited power of modification of post-award interest rates is significant as it allows for adjusting the interest rate rather than setting aside the entire award because of an erroneous interest rate.

Conclusion

The apex court clarified the law regarding judicial powers over arbitral awards. It recognised a limited modification power to avoid repeated arbitrations, contingent on clear separability of valid and invalid portions and the absence of substantive factual disputes requiring fresh determination.

2. Dissenting Opinion

Justice K.V. Viswanathan delivered a dissenting opinion and held that courts do not possess a general authority to alter or modify arbitral awards (hereinafter referred to as the **Dissenting Opinion**). The Dissenting Opinion placed heavy reliance on a previous judgment of the apex court in *Project Director, National Highways No. 45 E and 220 National Highways Authority of India v. M. Hakeem and Another* (2021) 9 SCC 1.

Statutory interpretation

The Dissenting Opinion laid emphasis on the wordings of Section 34 of the Arbitration Act. Usage of words like "only if" and "recourse" in the context makes it clear that powers under Section 34 of the Arbitration Act are limited to annulment and not an appellate-like review of the arbitral awards. Therefore, reading words such as "modify" and "vary" would amount to judicial legislation, which contradicts the statute's plain text and the intention of the legislature.

Distinction drawn between "set aside" and "modify"

The Dissenting Opinion clarified that "setting aside" an arbitral award only entails annulling it on specific statutory grounds, while "modification" is a substantively different process of altering its terms—something not expressly conferred by the Arbitration Act.

The Dissenting Opinion came to this conclusion after analysing the law laid down by the apex court in *McDermott International Inc. v. Burn Standard Co. Ltd.* (2006) 11 SCC 181. The apex court had held that it does not have any powers to correct the arbitrators' errors and could only quash the arbitral award. It also laid emphasis on the Dr. T.K. Viswanathan Committee report, in which the Committee had recommended powers of modification of an arbitral award; yet, the legislature did not include this under the statutory framework of the Arbitration Act.

In light of this omission, the Dissenting Opinion emphasised that reading the words of Section 34 to include "modification" of arbitral award would be incorrect and amount to judicial legislation.

Hardship arguments

Rejecting the parties' arguments that lack of modification powers leads to hardship as it would force expensive re-arbitration for minor changes, the Dissenting Opinion emphasised that the legislative choice to maintain minimal judicial interference, is deliberate and in line with the Model Law. According to the Dissenting Opinion, the legislative intent provides for an option to re-commence of arbitration proceedings if the court sets aside an arbitral award. Therefore, since the Arbitration Act expressly contemplates the recommencement of arbitration proceedings—wherever legally maintainable—it cannot be brushed aside on the grounds of causing hardship to the parties.

Alternative remedies already provided under the Arbitration Act

The Dissenting Opinion highlighted that the Arbitration Act already contains two safety valves under Section 34(4) and Section 33 of the Arbitration Act, clarifying that any apparent errors in the arbitral award can be corrected according to the provisions of Section 33. But, this power does not extend to making substantive modifications to the arbitral award.

Similarly, the Dissenting Opinion appreciated the powers of the court enshrined under Section 34(4) of the Arbitration Act and stated that the powers of the court is limited to adjourning the setting-aside proceedings and remitting the award to the arbitral tribunal to "eliminate grounds for setting aside" (e.g., providing missing reasoning). This provision does not empower the court itself to alter the arbitral award's substance and is not in line with the previous judicial precedents, which lay down that the power to remit under Section 34(4) can be exercised for undoing curable defects.

Complications due to modification in the New York Convention awards

The Dissenting Opinion held that no explicit power is mentioned in Section 34 of the Arbitration Act under which a court could modify an arbitral award. Therefore, if an arbitral award is modified by a

court in India under Section 34 of the Arbitration Act, any enforcement brought abroad will run into complications following objections that what is sought to be enforced is not the award itself, but the judgment of the court.

The Dissenting Opinion also noted that the statutory framework in India lacks an express provision under which a court-modified award would be read and recognised as the final arbitral award. In absence of such express provision, serious complications may arise in the enforcement of New York Convention awards, constituting a serious threat to India-seated arbitrations under the New York Convention.

Severability doctrine

While acknowledging that provisions under Section 34(2)(a)(iv) of the Arbitration Act and other related provisions provide for severability in an arbitral award, the Dissenting Opinion differentiated between "severance" and "modification". While "severance" relates to a court's power to partially set aside distinct, severable portions of the award that are invalid or exceed tribunal's jurisdiction, leaving valid segments intact, "modification" involves altering the contents of an arbitral award—a power not falling under the provisions of Section 34(2)(a)(iv).

Post-award interest

Addressing the issues of interest, the Dissenting Opinion stated that the courts under Section 34 cannot modify the interest rate provided in an arbitral award. The only recourse for parties is to remit the arbitral award back to the arbitral tribunal to make the necessary correction, as the statutory framework does not grant courts powers to modify interest rates.

Conclusion

By upholding the "no-modification" stance, the Dissenting Opinion upheld the view of the Court in *M. Hakeem (supra)*, which clarified that Indian courts have powers limited only to upholding an arbitral award or setting it aside or remitting limited issues back to the arbitrator, wherever permissible.

B. Supervisory jurisdiction of Indian courts when only foreign venue specified

In ***Disortho SAS v. Meril Life Sciences*** (2025 SCC OnLine SC 570), the apex court held that Indian courts would retain supervisory jurisdiction over an arbitration where the venue of arbitration proceedings is in a foreign jurisdiction.

In this case, Disortho S.A.S (**Disortho**) and Meril Life Sciences Private Limited (**Meril**) executed an International Exclusive Distributor Agreement (**DA**) for the distribution of medical products in Colombia. Disputes arose between the parties, following which, Disortho filed a petition under Section 11 of the Arbitration Act for the appointment of a sole arbitrator as per the dispute resolution clause under the DA. Meril opposed the petition on jurisdictional grounds contending that Indian courts do not have the jurisdiction to appoint the arbitrators.

The DA had conferred exclusive jurisdiction on the courts in Gujarat regarding matters arising under it. The DA also contained a dispute resolution clause that provided for conciliation and arbitration in Bogotá, Colombia, under the rules of the Arbitration and Conciliation Centre of the Chamber of Commerce of Bogotá. The dispute resolution also mandated that the award shall be in conformity with Colombian law.

Given the peculiarity of the facts in this case, the apex court discussed the applicability of three distinct legal regimes that exist while determining the jurisdiction in trans-border arbitration: (i) *lex contractus*: the law governing the substantive contractual issues; (ii) *lex arbitri*: the law governing the arbitration agreement and the performance of this agreement; and (iii) *lex fori*: the law governing the procedural aspects of arbitration.

The apex court was of the view that the law governing the arbitration (*lex arbitri*) may differ from both the *lex contractus* and the *lex fori*. The apex court observed that *"Lex arbitri might be split into two components which can be split if the parties so desire - (i) law governing the agreement to arbitrate or the proper law of arbitration and (ii) the law governing the arbitration. While the former relates to validity, scope and interpretation of the arbitration agreement, the latter refers to the supervisory jurisdiction exercised by the courts."* The Court referenced Martin Hunter and Alan Redfern, International Commercial Arbitration, which reads as *"...The law governing the arbitration comprises the rules governing interim measures (e.g. Court orders for the preservation or storage of goods), the rules empowering the exercise by the Court of supportive measures to assist an arbitration which has run into difficulties..."*

While the apex court underscored the difference in the law governing the arbitration agreement and the law governing the arbitration, it eventually considered both the proper law of arbitration agreement and the law governing the arbitration as *lex arbitri*.[5]

The apex court also referred to the UK Supreme Court's case of *Sulamérica Cia Nacional De Seguros S.A. v. Enesa Engenharia S.A* (2012 EWCA Civ 638) in which the three-step test to determine the law governing the arbitration agreement was laid down by the UK Supreme Court. These steps are: (i) looking at the express choice of law; or (ii) considering any implied choice; or (iii) determining the closest and most real connection. Second step is applied when the first step is negative, and the third step is applied when the first and second steps are negative.[6]

5 Paragraph 11 of the judgement.
6 Paragraph 16 of the judgement.

The apex court ruled that Bogotá had only been designated as the venue for conciliation and arbitration, while the courts in Gujarat, India, retained exclusive jurisdiction over disputes. The apex court, thus, held that the parties had made an implied choice to be governed by the Indian laws.

The apex court ruled that the mere choice of "venue" was not sufficient to override the presumption that the parties wish to arbitrate their dispute under Indian laws. In conclusion, the apex court found that the location/ venue designated in the arbitration agreement does not imply that laws of that place would govern the arbitration agreement and affirmed the applicability of the Arbitration Act to the arbitration.

The judgment notes that during the course of the hearing, the parties agreed to the arbitration being held in India and consented to the appointment of a sole arbitrator. The apex court, exercising its powers under Section 11 of the Arbitration Act, proceeded to appoint a sole arbitrator. It left the decision of the venue to the parties. It also stated that the arbitration would be governed by the rules of the Delhi International Arbitration Centre.

C. Reviving arbitration claims post-corporate insolvency resolution process

In ***Electrosteel Steel Limited v. Ispat Carrier Private Limited*** (2025 INSC 525), the apex court pronounced an authoritative judgment concerning the interplay between arbitration proceedings and the Insolvency and Bankruptcy Code, 2016 (**IBC**). It reinforced the legal position that once the adjudicating authority approves a resolution plan under Section 31 of IBC, all claims not forming part of the plan stand extinguished, including claims that are subject to pending legal proceedings.

The apex court's reasoning relied heavily on its earlier landmark rulings in *Committee of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta,* (2020) 8 SCC 531 *Ghanshyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Company Ltd.,* (2021) 9 SCC 657 and *Ajay Kumar Radhesyam Goenka v. Tourism Finance Corporation India Ltd.,* (2023) 10 SCC 545, in which the following principles were laid down:

a. A successful resolution applicant acquires the corporate debtor on a clean slate and, therefore, cannot be saddled with undecided legacy claims.

b. All claims against the corporate debtor must be submitted to the resolution professional. Claims not included in the resolution plan—whether submitted or not, admitted or not, pending adjudication, etc.—are all deemed to be extinguished.

In this ruling, the apex court reiterated these principles with clarity and added that even when an arbitral award is passed post moratorium, it is a nullity if the underlying claim is not recognised in the resolution plan.

D. Challenge to an arbitral award under Civil Procedure Code, 1908

In ***Hyderabad Metropolitan Development Authority v. Cyberabad Expressway Limited*** (2025 SCC OnLine TS 256), the High Court of Telangana considered a civil revision petition filed against an order of the Commercial Court at Hyderabad (**Commercial Court**), seeking stay on the enforcement of an arbitral award. The petition arose from the Commercial Court's rejection of an application filed by the petitioner under Section 47 of the Civil Procedure Code, 1908 (**CPC**), for the dismissal of an execution petition.

The High Court observed that the Arbitration Act is a complete code and provides for recourse against the arbitral award and an appeal from that decision. Referring to Section 36(1) of the Arbitration Act, it

clarified that the CPC applies only to the manner of enforcing an arbitral award, treating it *as if it were a decree of the Court*. This reference, does not incorporate substantive provisions of the CPC such as Section 47 into arbitration enforcement proceedings.

The High Court distinguished the objections/grounds available to a judgment-debtor under Section 47 of the CPC from those available to an award-debtor under Section 36 of the Arbitration Act, noting that a judgment passed by a Court of law and an award made by an Arbitral Tribunal arise from different sources of conflict, procedures, and the parties' willingness to adjudicate their dispute in a forum of their choice, which culminates into an award. The High Court, while rejecting the petition, affirmed the Commercial Court's view that an arbitral award is not a decree as defined under Section 2(2) of the CPC and that the Petitioner had failed to justify bypassing the appellate mechanism provided under Section 37 of the Arbitration Act.

This view was further reinforced by the judgment of the Delhi High Court in ***Anglo American Metallurgical Coal (P) Limited v. MMTC Limited*** (2025 SCC OnLine Del 3201). The question under consideration before the Delhi High Court was whether the judgment-debtor is entitled to move objections under Section 47 of CPC against the execution of the arbitral award under Section 36 of Arbitration Act. Answering this question in the negative, the Delhi High Court echoed a similar view that an award cannot be termed as a decree as defined under Section 2(2) of the CPC and as such provisions of Section 47 of the CPC cannot be invoked. The Delhi High Court further observed that if the objections under Section 47 of CPC are allowed to be entertained during the enforcement proceedings of an arbitral award, it would effectively open a second round of challenge to the arbitral award, which was not the intention of the legislature, as it would undermine the provisions of Section 34 of the Arbitration Act.

E. Seat of arbitration clause v. the exclusive jurisdiction clause in an arbitration agreement

In ***Precitech Enclosures Systems Pvt. Ltd. v. Rudrapur Precision Industries*** (2025 SCC OnLine Del 1609), the issue before the Delhi High Court was to determine whether the exclusive jurisdiction clause takes precedence over the "seat of arbitration" as decided by the parties. The dispute resolution clause in the agreement between the parties gave exclusive jurisdiction to the courts at Rudrapur, Uttarakhand, to determine any dispute between the parties, including applications made under the Arbitration Act. As disputes arose between the parties, it separately agreed on email to conduct arbitration in Delhi. The Delhi High Court interpreted these correspondences to mean that Delhi was the seat and the venue of arbitration between the parties.

Relying on its previous decisions, the High Court held that in instances where the parties have contractually conferred exclusive jurisdiction for applications relating to arbitration, that clause must be accorded due respect and jurisdiction would vest only on such courts and on no other court. The clause in question in the rent agreement between the parties specifically vested jurisdiction with courts at Rudrapur in respect of *"any application to be made under the Arbitration and Conciliation Act, 1996"*. Such specific conferral, where the exclusive jurisdiction clause covers and includes applications relating to the arbitral proceedings, predominates the designated seat of arbitration.

The High Court also commented on Precitech's reliance on Section 42 of the Arbitration Act. It held that Section 42 requires every subsequent proceeding to be preferred before the court first approached in connection with the arbitration. The jurisdiction of the court under this section is dependent on the premise that the first court had the jurisdiction, i.e., the jurisdiction of the court, as decided by the parties. In this case, since the parties had already decided that the courts at Rudrapur had first jurisdiction, the High Court rejected Precitech's arguments on Section 42 and dismissed its application for the appointment of arbitrators.

F. Requirements of a notice of arbitration under Section 21 of the Arbitration Act

In ***Shekharchand Sacheti v. S.M.F.G. India Home Finance Company*** (2025:RJ-JP:21684), the Rajasthan High Court, while deciding an application seeking the appointment of an arbitrator under Section 11 of the Arbitration Act, dealt with the objection raised by the Respondent that the Petitioner had failed to provide notice, as required under Section 21 of the Arbitration Act, before filing the Section 11 Application (**Notice**).

The High Court affirmed that service of a valid Notice is a statutory prerequisite for the commencement of arbitral proceedings and cited the apex court's judgment in *Arif Azim Co. Ltd. v. Aptech Ltd.* (2024 (5) SCC 313), which underscored the significance of a Notice in both initiating arbitration and computing limitation.

Notwithstanding this principle, the High Court delineated an exception to the statutory requirement, where the Respondent cannot demonstrate that the invocation of the arbitration came as a surprise due to the non-service of Notice invoking arbitration.

In this case, the Court noted that the Respondent in a previous civil suit had objected to its maintainability, contending the existence of valid arbitration agreement between the parties, basis which the civil suit had been disposed of. Given the Respondent's prior acknowledgment of the arbitration agreement, the non-service of a Notice could not have come as a surprise to the Respondent. Accordingly, the Section 11 application was held to be maintainable despite the absence of a formal Notice under Section 21.

In another case before the Delhi High Court, ***National Research Development Corporation & Anr. v. M/s. Ardee Hi-Tech Pvt. Limited*** (2025:DHC:3939), the Respondent advanced a contention that a proper notice of arbitration had not been served. The High Court observed that as long as a notice of arbitration states the intention to invoke the redressal of disputes through the arbitral process, it will be considered as a valid notice. The Delhi High Court further set out following essential elements that must be present in such a notice:

a. The identification of the dispute subsisting between the parties;

b. The demand for resolution of the disputes in accordance with the contemplated arbitration clause;

c. In the event that the disputes remain unresolved, the manifest intention to resort to the arbitral process; and

d. The requisite service of the notice upon the respondent.

G. Option of restarting arbitration post setting aside of the arbitral award

In ***Batliboi Environmental Engineering Ltd. v. Hindustan Petroleum Corporation Limited*** (2025 SCC OnLine Bom 580), the Bombay High Court decided on a Section 11 application for the appointment of arbitrators under the Arbitration Act. The Bombay High Court considered whether it was bound by the observations made by the apex court after the original arbitral award had been set aside by the Division Bench of the Bombay High Court and subsequently upheld by the apex court.

Batliboi Environmental Engineering Limited (**Batliboi**) and Hindustan Petroleum Corporation Limited (**HPCL**) entered into a turnkey contract for commissioning a sewage treatment plant. Disputes arose between the parties, and an arbitral tribunal was constituted, which passed an award (**Arbitral Award**) in favour of Batliboi. Aggrieved by the Arbitral Award, HPCL filed a petition under Section 34 of the Act before the Bombay High Court to set aside the Arbitral Award on the ground that the award was against the public policy of India, as the damages computed by the arbitral tribunal lacked clear justification. The Single Bench of the Bombay High Court rejected this contention and upheld the Arbitral Award. (**Section 34 Judgment**).

HPCL then preferred an appeal under Section 37 of the Arbitration Act to the Division Bench of the Bombay High Court. The Division Bench set aside the Section

34 Judgment stating that the arbitral tribunal had completely overlooked care and caution required and taken a one-sided view towards the calculation of damages and thereby ended up inflating the amount awarded in the Arbitral Award (**Section 37 Judgment**).

Aggrieved by the Section 37 Judgment, Batliboi preferred a special leave petition before the apex court. The apex court dismissed Batliboi's appeal as it did not see any merits in the petition (**SC Judgment**). Pursuant to this, Batliboi invoked arbitration afresh on the premise that the Arbitral Award has been set aside and its claims were not dismissed on merits. HPCL, contended that Batliboi's claims had already been adjudicated on merits and the same disputes could not be re-adjudicated in arbitration, which led to the present filing of the application for the appointment of an arbitrator before the Bombay High Court (**Section 11 Application**).

Deciding on the Section 11 Application, the Bombay High Court explained that at the crux of the SC Judgment, the apex court dealt with the Arbitral Award of damages by the arbitral tribunal. The apex court reasoned that the formulae used to calculate the damages—the Hudson's, Emden's, or Eichleay's formulae—to ascertain the loss of overheads and profits lead to three different compensation/damages values. It held that the arbitral tribunal, before applying one of the formulae, should satisfy itself with the facts and circumstances surrounding the case. The apex court further explained that the Arbitral Award lacked a clear justification for computation of damages, despite which the arbitral tribunal preferred the Hudson formula for computation of damages, which resulted in the Arbitral Award. On the basis of this reasoning, the apex court set aside the Arbitral Award on the grounds of patent illegality and it being against the public policy.

On the basis of these grounds, the Bombay High Court noted that the Arbitral Award was found to be unsustainable and manifestly lacking in reasoning, and the apex court had rightly held the Arbitral Award to be invalid. The apex court did not conduct its own assessment of merits, other than upholding the finding of the Section 37 Judgment that the Arbitral Award was perverse.

Therefore, setting aside of an arbitral award would place the parties to the arbitration in their original position before the proceedings began and restore them to their pre-arbitral award position. The Bombay High Court thus appointed an arbitrator on the basis of the Section 11 Application.

H. Setting aside of arbitral awards because of patent illegality

In ***Union of India (through the Ministry of Petroleum & Natural Gas) v. Reliance India Limited and Ors.*** (2025 SCC OnLine Del 841), the Delhi High Court considered an appeal filed by the Union of India (through the Ministry of Petroleum and Natural Gas of the Government of India) (**UoI**) to set aside an arbitral award and the order passed by the single judge of the Delhi High Court upholding it.

UoI entered into a Production Sharing Contract (**PSC**) with M/s Reliance Industries Limited (**RIL**). The PSC related to exploration and extraction of natural gas located in the Krishna–Godavari Basin off the coast of Andhra Pradesh in India (**Reliance Block**). The Oil and Natural Gas Corporation Limited (**ONGC**) held adjoining blocks to the Reliance Block by virtue of another PSC entered with UoI (**ONGC Block**). Disputes arose when ONGC alleged that the gas reservoirs of the Reliance Block and the ONGC Block were interconnected, and due to the resultant migration of natural gas, RIL was unjustly enriched by producing and selling this migrated gas. UoI raised a demand notice on RIL on account of the said unjust enrichment. In response, RIL initiated arbitration proceedings as per the terms of the PSC.

The arbitral tribunal ruled in favour of RIL and held that there is no express prohibition from extracting the migrated gas within its contracted area and, therefore, RIL was not unjustly enriched (**Arbitral Award**). UoI challenged the Arbitral Award under Section 34 of the Act on the grounds that the Arbitral Award suffered from patent illegality and conflicted with India's public policy. The main contention raised by UoI was that the arbitral tribunal did not consider an important piece of evidence, which answered the contentions raised by RIL, and that it was not given an opportunity to be heard about this piece of evidence. The single judge of the Delhi High Court rejected UoI's contentions.

Aggrieved, the UoI preferred the present appeal to set aside the Arbitral Award, and the order passed by the single judge of the Delhi High Court upholding it before the division bench of the Delhi High Court.

Dealing with the UoI's objections, the Delhi High Court reiterated that only those arbitral awards that shock the conscience of the court could be set aside on the grounds of patent illegality and being against the public policy of India. The court observed that under the PCS, RIL was obligated to appoint M/s. DeGolyer & MacNaughton as consultants to track and report on how much gas RIL was extracting from its allotted block. The Court held that RIL's failure to disclose the M/s. DeGolyer & MacNaughton Report (**D&M 2003 Report**) was a clear violation of the PSC. The Delhi Court held that this amounted to concealment and suppression, which was material and not of a trivial nature. Since the Arbitral Award did not consider the disclosure of D&M 2003 Report which was material to the PSC, the Delhi High Court held that the Arbitral Award was patently illegal.

The Delhi High Court further observed that RIL was only appointed for the specific and limited purpose of exploring and extracting the natural resources from the deep-sea beds. The Delhi High Court went on to hold that such exploration had to be seen in light of Article 297 of the Constitution since *"it is the duty of the State which is being delegated, and the entity which is carrying on with such a duty, will be constrained with the same restraints as the Union and governed by the CoI."*[7]

The Delhi High Court elaborated that a private entity, such as RIL, to whom this State duty has been delegated, is invariably bound by the provisions of Article 297 and determined that RIL had violated its obligations under Article 297 of the Constitution by extracting substantial quantities of migrated gas from the ONGC Block, thereby unjustly enriching itself from the profits. This action resulted in losses to the Union of India and infringed upon its rights to utilise the resources for the benefit of the nation's populace. The Delhi High Court held that RIL was in breach of the duties enshrined under the Constitution of India, which was not considered in the

Arbitral Award. Hence, the Arbitral Award was contrary to the public policy of India.

In light of the above reasons, the Delhi High Court held that the Arbitral Award was patently illegal and contrary to the public policy of India, particularly, non-consideration of the D&M 2003 Report in the Arbitral Award which amounted to patent illegality of the Arbitral Award and non-consideration breach of RIL's obligations under Article 297 of the Constitution of India in the Arbitral Award which amounted to breach of public policy of India.

I. Continuation of arbitration proceedings against legal representatives of the partners

In ***Rahul Verma and Ors. v. Rampat Lal Verma and Ors.*** (2025 SCC OnLine SC 578), the apex court clarified the position that legal representatives of partners in a partnership deed can invoke or continue the arbitration as per the arbitration clause in the partnership deed. It referred to an already settled position of law laid down in *Jyoti Gupta v. Kewalsons*, (2018 SCC OnLine Del 7942), to hold that an arbitration agreement does not stand discharged on the death of a partner and it can be enforced by/against the legal heirs of the deceased-partner. It held that merely because the dispute was between the partners under a partnership deed, it cannot bar the legal heirs from seeking remedies by

7 Paragraph 99 of the judgement.

virtue of the arbitration agreement, as they are covered under the definition of "parties" under the scheme of the Arbitration Act.

J. Applicability of Section 5 of the Limitation Act, 1963 to appeals under the Arbitration Act

In ***My Preferred Transformation & Hospitality (P) Ltd. v. Faridabad Implements (P) Ltd.,*** (2025 SCC OnLine SC 70), the issue before the apex court was whether the provisions of the Limitation Act, 1963 (**Limitation Act**), are applicable to an application filed beyond the condonable period of 30 days set out in Section 34(3) of the Arbitration Act on account of the condonable period lapsing during court vacation/holidays. The Court, relying on *Assam Urban Water Supply & Sewerage Board v. Subhash Projects & Marketing Limited* (2012 2 SCC 624), held that while Section 4 of the Limitation Act (allowing filing of proceedings on the next day after Court reopens) is applicable to the Arbitration Act, it only applies to the initial period of three months to challenge an arbitral award as prescribed under Section 34 of the Arbitration Act. The Court held that Section 4 or other provisions of the Limitation Act would not apply when a party challenging an award is already trying to take benefit of the extra condonable period of 30 days under Section 34(3) of the Arbitration Act.

K. Furnishing security by foreign parties in arbitration proceedings in India

In ***Gail (India) Ltd. v. Focus Energy Ltd.,*** (2025 SCC OnLine Del 5), the Delhi High Court decided on an application to secure the assets of foreign parties (who did not have any assets in India) in an arbitration. It held that in such cases, the foreign parties can be directed under Order XXXVIII Rule 5 of CPC to provide solvent security in the form of a bank guarantee or unencumbered immovable assets to the value of amounts in dispute. Such bank guarantee or unencumbered immovable assets would remain attached till the time the arbitral tribunal enters reference and adjudicates the dispute.

Part II: Arbitration developments beyond the judicial precedents

A. Vice President of India's speech on arbitration process in India

On March 1, 2025, the Vice President of India gave a keynote address at a colloquium on "International Arbitration: Indian Perspective", organised by the India International Arbitration Centre, in New Delhi. His speech touched on the topics of the arbitral process in India and its current state. Following are some points raised in his speech:

i. The Arbitral Process Requires to be Supplemented by Domain Experts

The Vice President highlighted that the whole arbitration process was becoming an "*old boys club*", with only retired judges participating in the arbitral process. He emphasised the need for domain experts' participation in arbitration. His point stemmed from the fact that disputes in varied sectors being referred to arbitration include *"oceanography, maritime, aviation, infrastructure and what not…"*. These sectors are technical in nature and require certain amount of expert assistance to come to a logical order.

When it comes to arbitrations, Section 27 of the Act allows the arbitral tribunal to make an application to the courts for obtaining evidence from an expert witness. This section also provides for the parties to file an application to the courts for obtaining evidence from an expert witness after obtaining approval from the arbitral tribunal. Therefore, the arbitration framework is well set to include evidence from an expert witness in an arbitration proceeding.

ii. Misuse of Article 136

The Vice President drew attention towards the impact of Article 136 of the Indian Constitution on the arbitral process. He highlighted that Article 136 was supposed to be a "*narrow slit*", however, currently the highest court has been taking *suo motu* cognizance for *"anything and everything under the sun, including what a magistrate has to do, what a Session Judge has to do, what a District Judge has to do, what a High Court Judge has to do."*

While there are instances of arbitral awards being challenged under Article 136 of the Constitution of India, the apex court has maintained its minimum interventionist stance and used this power sparingly. For example, in *Mohd. Arif alias Ashfaq v Registrar, Supreme Court of India* (2014 (9) SCC 737), it restricted its power under this Article and held that curative powers under Article 136 cannot be used to review the materials already on record and re-open already settled questions decided by the arbitral tribunal. Previously as well, the apex court in *Madnani Construction Corporation Private Limited v Union of India* (AIR 2010 SC 383) in an application made under Article 136 of the Constitution of India, had refused to interfere with the arbitral award, holding

that parties making such application must make out a case that the interpretation of the evidence was perverse by the arbitral tribunal.

iii. Domestic Arbitration v. International Arbitration

The Vice President underscored the differences between domestic and international arbitration and highlighted that India does not have the infrastructure or the credibility of arbitration institutions like Dubai and Singapore. He further stated that *"we are not in the mind of people who are having commercial relationship with us if it is international commercial arbitration."*

Unlike in countries like Dubai and Singapore, the arbitral awards in India are enforced by making a separate application to the courts. The Indian courts have the power to set aside the arbitral awards on certain grounds such as patent illegality, public policy of India, fraud, etc., which makes enforcement of awards in India a complicated and time consuming process.[5] However, the minimum interventionist stance that the courts have now been taking will certainly help reduce the time taken to enforce arbitral awards and help towards making India a hub for global arbitration.

B. Key Amendments to the United Kingdom's Arbitration Act, 2025

On February 24, 2025, the United Kingdom amended its Arbitration Act to refine and clarify certain existing provisions. Following are certain pivotal reforms that may also impact Indian parties who opt for London as the seat of arbitration. Where possible, we have juxtaposed the amendments under the United Kingdom's Arbitration Act, 2025, to the law of arbitration in India:

i. Summary Awards

The amendment has given the arbitral tribunals the power to pass summary awards and dismiss such defenses or claims that lack merit. It has been introduced as an opt-in option in which a party seeking such a summary disposal can make an application for the same to the arbitral tribunal. No specific procedure has been prescribed with this amendment, which provides flexibility to the arbitral tribunal to hear such applications.

The concept of summary disposal is not alien to India, with such a provision existing under Order 13A of the Commercial Courts Act, 2015. Under this provision, the courts have the power to grant summary judgment, when deemed necessary. Similarly, Section 29B of the Arbitration Act provides the parties an option to opt for a fast-track procedure. This enables them to make a request to the arbitral tribunal for deciding their dispute based on only the written pleadings, documents, and submissions, without any oral hearing, unless they specifically requested for it. The award under this procedure is made within a period of six months from the date the arbitral tribunal enters upon the reference.

ii. Third-Party Inclusion

Clause 9 of the new amendment extends the scope of Section 44 of the UK Arbitration Act, 1996, to third parties to allow the UK courts to issue orders to third parties on taking witness evidence, securing evidence, etc.

In India, under Section 9 of the Arbitration Act, the courts can grant interim measures against third parties affecting the subject matter of the arbitration. Through various judicial interpretations, the current position limits such power only to secure the interests/claims under the disputes. For example, in *Arun Kapoor v. Vikram Kapoor* (AIR 2002 Del 420), the court observed that an application under Section 9 of the Arbitration Act can be initiated against a third party and cannot be limited to the parties to the proceedings. It also observed that Section 9 is distinct from Section 17 in so much that the remedy under Section 9 may lie against a person who is not a party to the arbitration agreement. In

5 Sanjeev Kapoor, Sneha Janakiraman, Madhav Khosla, *"Enforcement of Interim Measures and Interim awards of foreign seated arbitral tribunals in India,"* ICC India Arbitration White Paper, April 6, 2022: available at: https://www.iccindiaonline.org/ICC-India-Arbitration-White-Paper.pdf.

2010, the Bombay High Court in *Girish Mulchand Mehta v. Mahesh S. Mehta* (AIR Online 2009 BOM 1) took a liberal view and held that interim measures affecting a third party is not an impediment to its jurisdiction and that it is empowered to do so for the protection or preservation of the subject matter of the arbitration agreement.

iii. Restriction of Judicial Powers

Section 67 of the UK Arbitration Act, 1996, was amended to restrict the court's power to admit new evidence or re-hear the case already decided by the arbitral tribunal. The primary aim of this amendment was to reduce the costs to the parties due to re-hearings before a judge of the already decided claims.

iv. Codification of Arbitrator's Duty of Disclosure

This amendment codifies an already established practice at the London Court of International Arbitration, which would now extend to other major arbitral institutions like the London Maritime Arbitrators Association and other domestic arbitrations where the seat is in the United Kingdom. The amendment was introduced to ensure consistency of an arbitrator's disclosure across United Kingdom-seated arbitrations and promote fair dispute resolution.

Under the Indian Arbitration Act, Section 12(1), read with the Schedules V to VII, already provides for a codification of arbitrator's disclosure on independence and impartiality. The Arbitration Act also provides for recourse under Section 13/Section 14 under which the aggrieved party can make an application to the court for the removal of arbitrators who *prima facie* do not appear to be independent or impartial.

v. Clarification on the Start Date for the Correction of Awards

This amendment clarifies the 28-day time limit for the parties to request the arbitral tribunal to make any material corrections to the award passed by such a tribunal or to challenge the arbitral award before the English Courts under Section 67 of the UK Arbitration Act, 1996. The clock for the 28-day time limit starts from the day on which an award has been made by an arbitral tribunal under Section 57 of the UK Arbitration Act, 1996.

Under the Indian Arbitration Act, Section 33 provides a 30-day time period for the parties to request the arbitral tribunal to make any material corrections to the award passed by such tribunal or a challenge to the arbitral award under Section 34 of the Act. The Arbitration Act clarifies that the limitation period starts from the date of the issue of the arbitral award.

vi. Arbitrator's Power to Award Costs even when lacking Substantive Jurisdiction

The amendment in Section 61 of the UK Arbitration Act, 1996, clarifies that in cases where the arbitral tribunal lacks jurisdiction to resolve a dispute, the tribunal can still award the costs of the arbitration proceedings till that point.

The power of the arbitral tribunal to award costs is enshrined under Section 31A of the Indian Arbitration Act. This power is linked to the arbitral tribunal's substantive jurisdiction. The arbitral tribunal does not have the power to award costs, if they lack substantive jurisdiction over the disputes.[9]

9 *Skanska Cementation India Ltd. v Bajranglal Agarwal and Ors.*, 2002 SCC OnLine Bom 1190.

An amendment in the Indian law, akin to the one in the UK concerning costs, will certainly keep the parties mindful of the proper basis of jurisdiction at the time of commencement of an arbitration.

vii. Expanded the Arbitrator Immunity (Resignation and Removal Applications)

Under the new amendment, an arbitrator cannot be held liable for resignation, unless it is proven to be unreasonable and shifts the burden of proof onto the complaining party. This amendment was aimed to increase the legitimacy of the arbitral proceedings by removing the fear of reprise from the disappointed party in an arbitration.

In India, the arbitrators enjoy immunity from civil liabilities under Section 42B of the Arbitration Act. Under this section, an arbitrator cannot be tried in the courts for the actions done in good faith or intended to be done in good faith. Further, Section 42B of the Arbitration Act does not provide for any exceptions to the general immunity. The immunity under the Arbitration Act depends upon the courts' interpretation of "good faith".

C. Key changes to the rules governing an arbitration in the Singapore International Arbitration Centre

On January 1, 2025, the Singapore International Arbitration Centre (**SIAC**) published new rules which came into effect on January 1, 2025 (**2025 Rules**). These succeeded the erstwhile rules published in 2016, which had come into effect on August 1, 2016 (**2016 Rules**). Following are certain additions made through the 2025 Rules:

i. Comprehensive Rules for Emergency Arbitration Procedure

One of the most notable changes effected through the 2025 Rules is the introduction of ex parte protective preliminary orders, which was previously kept outside the domain of arbitrators. The 2025 Rules now allow a party to make a request for the appointment of an "Emergency Arbitrator" to consider a request for an interim measure together with an application for a preliminary order, without giving prior notice to the opposing party. This addresses situations where giving a notice could undermine the effectiveness of the relief sought, providing a more robust tool for urgent scenarios. This marks a significant departure from the usual practice and reduces the dependency on courts to seek interim reliefs. (*Rule 12 read with Schedule 1*)

ii. Introduction of Preliminary Determination Procedure

The 2025 Rules introduce a new "Preliminary Determination" procedure, which allows a party to apply for a final and binding determination of a specific issue within the broader realm of the arbitration. The process can be invoked upon (a) an agreement between parties, or (b) if it leads to saving of time and costs, and efficient and expeditious resolution of the dispute, or (c) where the circumstances of the case otherwise warrant a preliminary determination. This is a time-bound procedure and requires the tribunal to make a determination within 90 days of filing of the application. (*Rule 46*)

iii. Streamlined Procedure

The 2025 Rules introduces a streamlined arbitration procedure for claims up to SGD 1,000,000 prior to the constitution of the arbitral tribunal. The streamlined procedure mandates the appointment of a sole arbitrator and requires the final award to be issued within three months from the tribunal's constitution. This procedure removes time-consuming steps such as document production, fact or expert witness evidence, and hearings (unless deemed necessary). The parties can choose to exclude the application of this process by an agreement in writing. Designed for small-value disputes, this amendment aims to provide a cost-effective alternative to standard arbitration. (*Rule 13 read with schedule 2*)

iv. Coordinated Procedure

The 2025 Rules introduce the mechanism of "Coordinated Procedure" to manage multiple arbitrations between the same parties with overlapping issues when consolidation is not possible. This mechanism allows coordination of cases before the same tribunal deciding on common

legal or factual questions while keeping them separate. The available options include conducting the arbitrations concurrently or sequentially or hearing the arbitrations together and aligning procedural aspects or suspending any of the arbitrations pending determination of any of the other arbitrations. (*Rule 17*)

v. *Expedited Procedure*

The 2025 Rules retain the "Expedited Procedure" from the 2016 Rules with certain changes, extending it to parties with disputes up to SGD 10 million (previously SGD 6 million). This swift process aims to complete the arbitral proceedings within six months. Larger disputes may also qualify if circumstances of the case warrant application of this procedure replacing the erstwhile standard of "exceptional urgency". Applications for expedited procedure must be made before the tribunal is constituted. (*Rule 14 read with Schedule 3*)

vi. *Security for Costs*

The 2025 Rules codify the tribunal's powers regarding passing directions towards the deposit of security for legal costs and expenses and the costs of the arbitration, which were previously inherent but not explicitly provided for in the 2016 Rules. Key updates include: (a) allowing tribunals to issue consequential orders, such as staying proceedings or dismissing claims for non-compliance; (b) requiring parties to promptly disclose material change in circumstances on which the order for security was granted; and (c) permitting tribunals to modify or revoke orders directing deposit of security as needed. (*Rule 48 and Rule 49*)

vii. *Third Party Funding*

The 2025 Rules establish a mandatory disclosure framework for third-party funding in arbitration, addressing concerns relating to transparency and conflict of interest. Tribunals can order filing of disclosures, assess the funder's interest, and consider funding agreements when apportioning costs. Non-compliance with these rules may result in sanctions, reflecting the growing role of third-party funding in international arbitration. (*Rule 38*)

viii. *Challenge to Arbitrators*

A new provision has been added that allows for a challenge to the arbitrator due to their *de jure* or *de facto* incapacity to perform their functions, to address situations where an arbitrator, after having been appointed, becomes incapacitated or unable to perform their duties. (*Rule 26.1.c*)

ix. *Nomination of Arbitrators*

Under the 2025 Rules, the process for appointing arbitrators takes place after the filing of the arbitration notice, unlike under the 2016 Rules where nominations were made in the notice and response. For a sole arbitrator, parties have 21 days to jointly nominate one arbitrator, failing which SIAC will appoint the arbitrator. For a three-member tribunal, the claimant must nominate an arbitrator within 14 days of the arbitration notice, and the respondent has 14 days after receiving the claimant's nomination to choose their nominee. (*Rule 21 and Rule 22*)

x. *Scrutiny of Award*

Tribunals are required to submit draft awards to the SIAC Secretariat for scrutiny. Under the 2016 Rules, tribunals had more flexibility in terms of when to submit the draft award since Rule 32.3 allowed them 45 days from the date they "declared the proceedings closed". Thus, as long as the proceedings were not declared closed by the tribunal, the 45-day timeline was not triggered. The 2025 Rules, on the other

hand, fixes a timeline of 90 days from the "date of the last directed oral or written submission" for the tribunal to submit the draft award to the SIAC Secretariat. This helps reduce the laxness in arbitrators' approach towards rendering awards and enhances the efficiency of the process. (*Rule 53*)

Concluding Remarks

This first edition of our Case in point half yearly arbitration round-up sets the stage for a continuing dialogue on the dynamic developments in arbitration law. In future editions, we will continue to cover significant legal developments in arbitration law such as the very anticipated final version of Draft Arbitration & Conciliation (Amendment) Bill, 2024, which would have implications of expanding the scope of "patent illegality" as a ground to interfere in awards passed in international commercial arbitrations. We look forward to bringing you our insights and keeping you ahead of the curve in this fast-changing space.

This half-yearly roundup has been made for informational purposes only and is intended merely to highlight issues. The information and/or observations contained in this roundup do not constitute legal advice and should not be acted upon in any specific situation without appropriate legal advice.

Contributors

Shaneen Parikh
Partner (Head - International Arbitration)

Abhileen Chaturvedi
Partner

Mohit Prabhu
Principal Associate

Sayyad Saqib Ali
Associate

Pramit Pandey
Associate

Kriti Jain
Associate

Cyril Amarchand Mangaldas
Advocates & Solicitors

100+ years of legacy | **1200** Lawyers | **220** Partners

Peninsula Chambers, Peninsula Corporate Park, GK Marg, Lower Parel, Mumbai 400 013, India
T +91 22 6660 4455 **E** cam.mumbai@cyrilshroff.com **W** www.cyrilshroff.com
Presence also in Delhi-NCR | Bengaluru | Ahmedabad | Hyderabad | Chennai | GIFT City | Singapore | Abu Dhabi