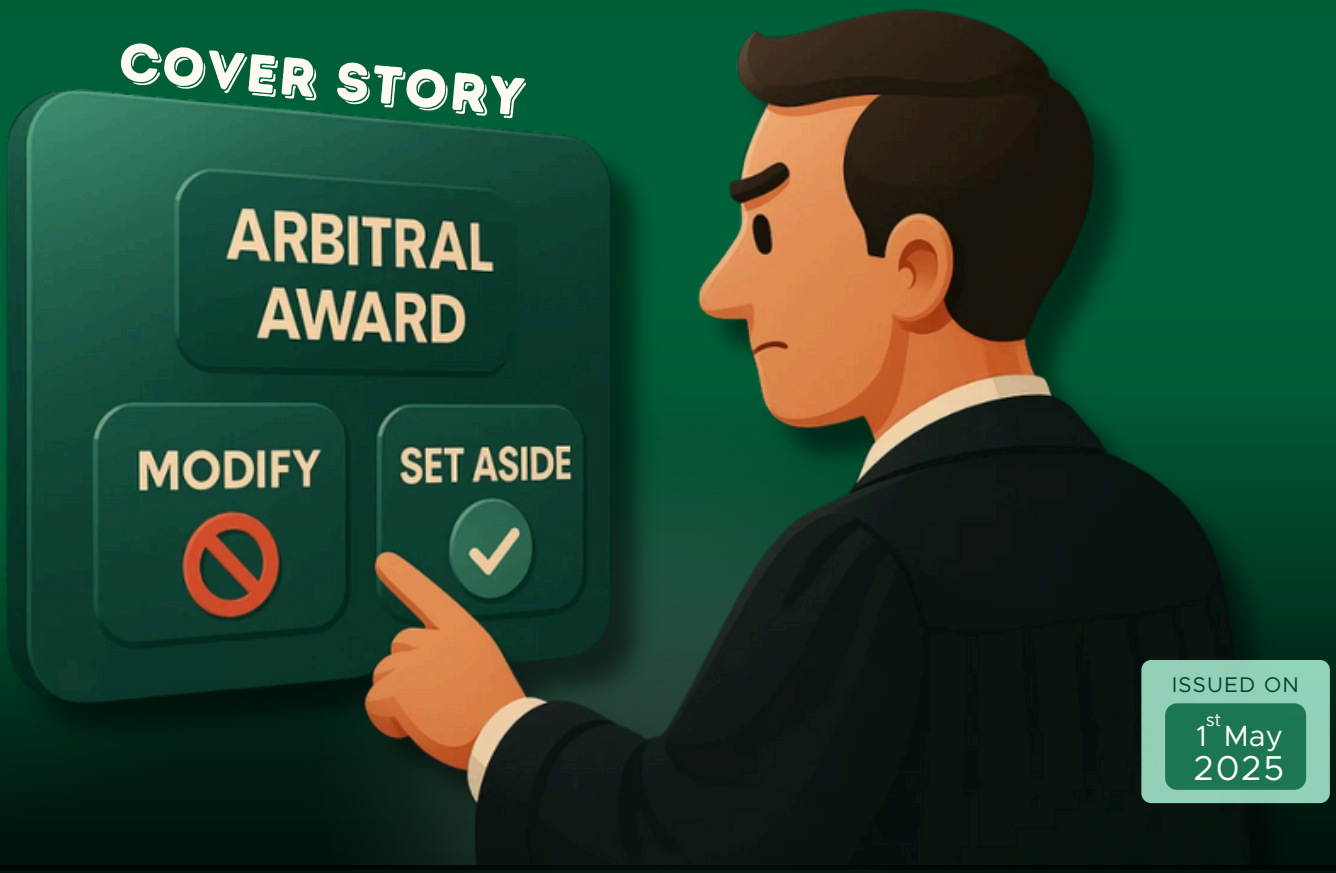
ARBITRA

Your Monthly Guide to Navigate the Evolving Landscape of **Arbitration**

COVER STORY



ISSUED ON
1st May 2025

- No Automatic Stay on Arbitration Awards (Post-2015): Allahabad High Court
- Bombay High Court Upholds Arbitrator's Authority to Permit Withdrawal of Claims, Emphasizes Limited Judicial Intervention
- Impartiality Imperative: Self-Resolution Clauses Do Not Constitute Arbitration Agreements
- Comparative Analysis of Arbitrator Bias Standards, Lessons from Singapore's DJP v DJO Ruling and India's Dual Approach to Arbitral Fairness

and more...

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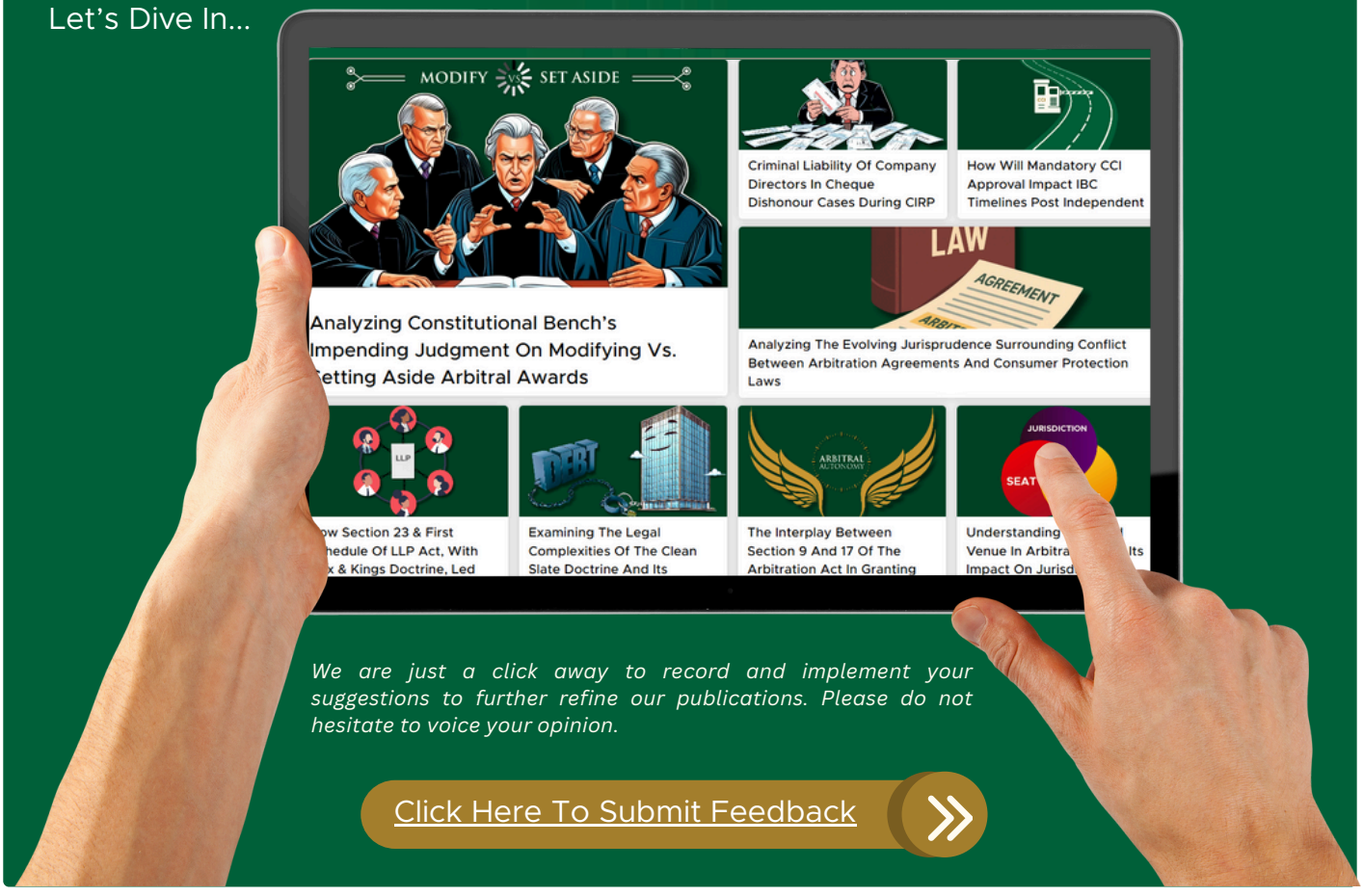
What's written must stay written - or so the Supreme Court has ruled when it comes to arbitral awards. In our cover story, we explore the Court's landmark holding that judicial modification under Section 34 is off-limits, affirming that arbitral decisions are not drafts awaiting court edits, but final calls subject only to narrow scrutiny. The decision marks a pivotal reaffirmation of arbitral sanctity and redefines the contours of post-award judicial oversight.

In this edition of ARBITRA, we also look outward and within. We examine India's conflicting signals on becoming a global arbitration hub, weigh the lessons from Singapore's DJP v DJO on arbitrator bias, and trace the fault lines where arbitration clashes with self-resolution clauses and procedural gateways like Section 21.
In our round-up of recent developments, we break down the Allahabad High Court's no-automatic-stay ruling, spotlight key Supreme Court and High Court decisions shaping the arbitration landscape.

You'll also find updates on key global arbitration events, institutional changes, and recent regulatory shifts.

Let's Dive In...



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Key Updates

Mumbai Centre of International Arbitration (MCIA) releases its Annual Report 2024

- The Draft MCIA Arbitration Rules, 2024 (3rd Edition) were made available for public consultation

View Analysis

The ADRIC (ADR Institute of Canada) Arbitration Rules 2025

- Customized ADRIC support Based on a "menu" of available services
- Elimination of distinction between international and non-international disputes
- Enhanced arbitrator appointment process
- Expedited and integrated challenge process
- Conflicts disclosure processes and standards
- Practical precedents that can be customized
- Checklist for first procedural meeting
- Draft first procedural order
- Standard terms of appointment of an arbitrator
- Standard statement of arbitrator independence and impartiality

View Analysis

Amendment in UK Arbitration Act 2025

- A new explicit power to dispose of actions on a summary basis
- A new framework for jurisdiction challenges under Section 67 of the 1996 Act
- Granting of enforceable powers to emergency arbitrators
- Amendments to the rights and duties of arbitrators, including:
- Codifying the duty of disclosure as to impartiality
- Providing arbitrators with immunity on resignation

View Analysis

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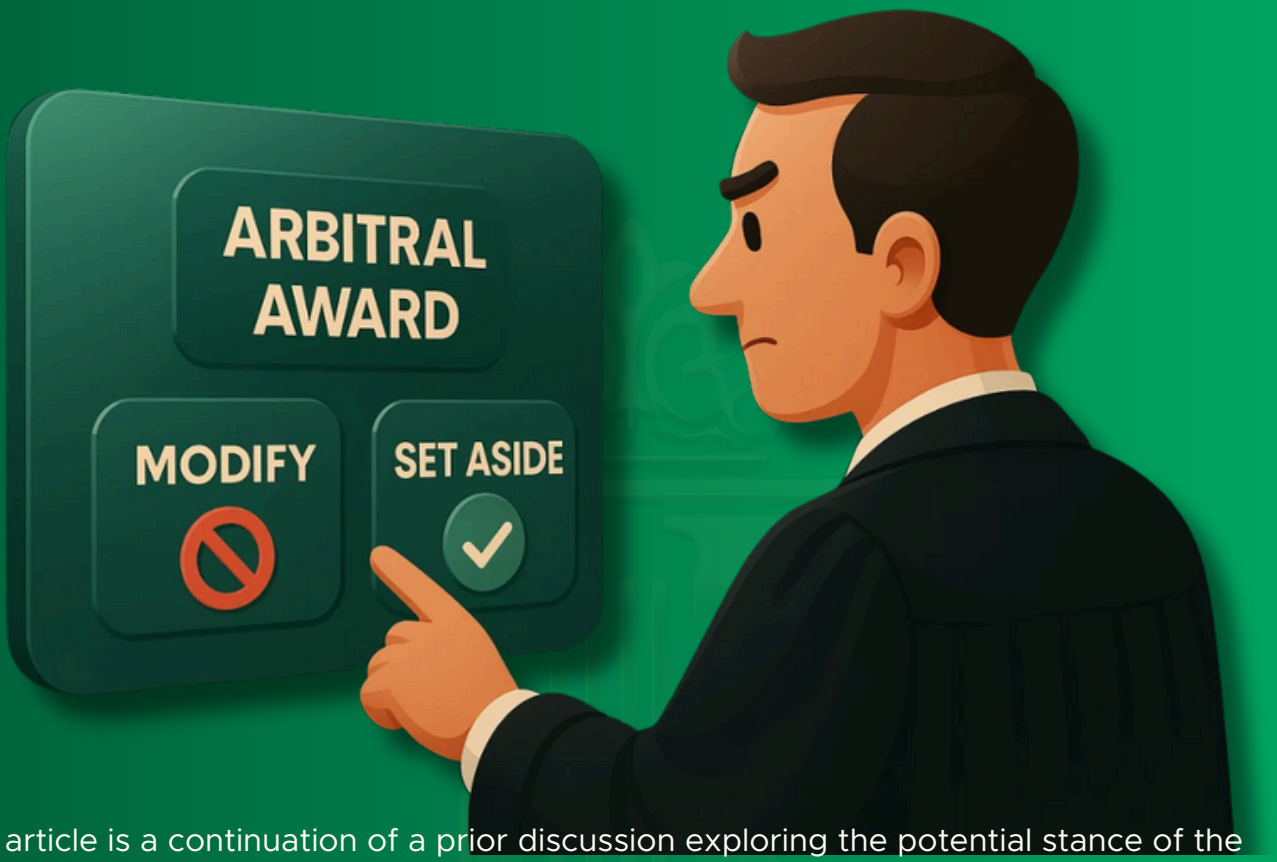
Examining the sanctity of arbitral awards through the Supreme Court's rejection of modification under Section 34



This article is a continuation of a prior discussion exploring the potential stance of the Supreme Court on the power of Indian courts to modify arbitral awards under the Arbitration and Conciliation Act, 1996. On 30 April 2025, the Supreme Court's Constitution Bench, comprising Chief Justice Sanjiv Khanna and Justices B.R. Gavai, Sanjay Kumar, Augustine George Masih, and K.V. Viswanathan, delivered the much-awaited judgment in Gayatri Balasamy v. ISG Novasoft Technologies Limited1 with a 4:1 majority, holding that Indian courts, while empowered to scrutinize arbitral awards, cannot generally modify them under the existing framework of the Arbitration and Conciliation Act, 1996.

So, the question that now begs exploration is: How did the Court arrive at this seemingly restrictive position? What are the nuances and exceptions embedded within this ruling? Buckle up, dear reader, as we delve into the intricate reasoning of...

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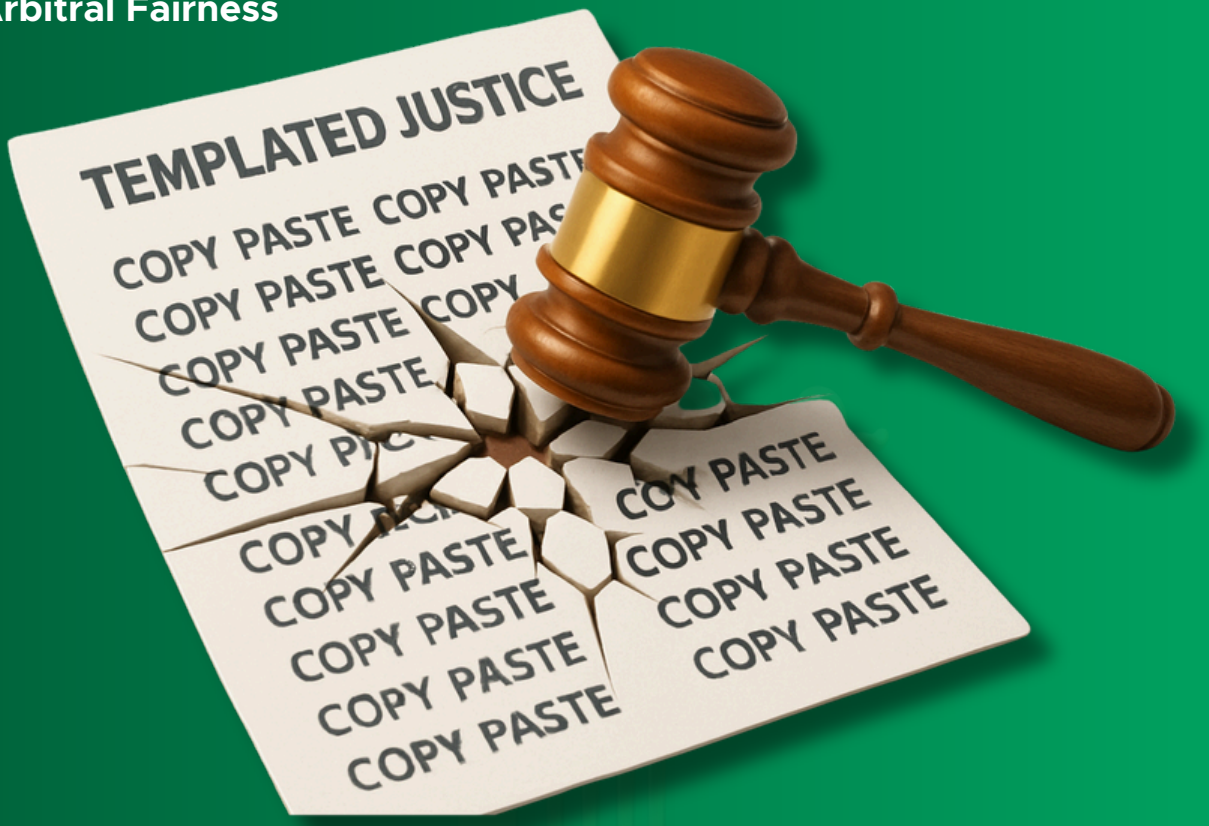
Pivotal Issues

Comparative Analysis of Arbitrator Bias Standards, Lessons from Singapore's DJP v DJO Ruling and India's Dual Approach to Arbitral Fairness



The decision by the Singapore Court of Appeal in DJP and others v DJO ignited a significant controversy surrounding the fundamental principles of fairness and impartiality in arbitration. The court's decision to set aside an arbitral award, led by Hon'ble Justice Dipak Misra (former Chief Justice of India), due to extensive verbatim copying from unrelated prior awards involving the same presiding arbitrator, raises critical questions about the integrity of the arbitral process. But why is such extensive reliance on prior awards considered problematic? The answer lies in the potential for bias, a multifaceted issue that strikes at the very heart of credible dispute resolution.

The Singaporean Stand: Upholding Impartiality in DJP v DJO

Bias in arbitration, as recognized by the Indian Supreme Court in Ratan Lal Sharma v. Managing Committee[2], can manifest in various forms, including personal, pecuniary, and official leanings. The DJP v DJO case, while not fitting neatly into these traditional...

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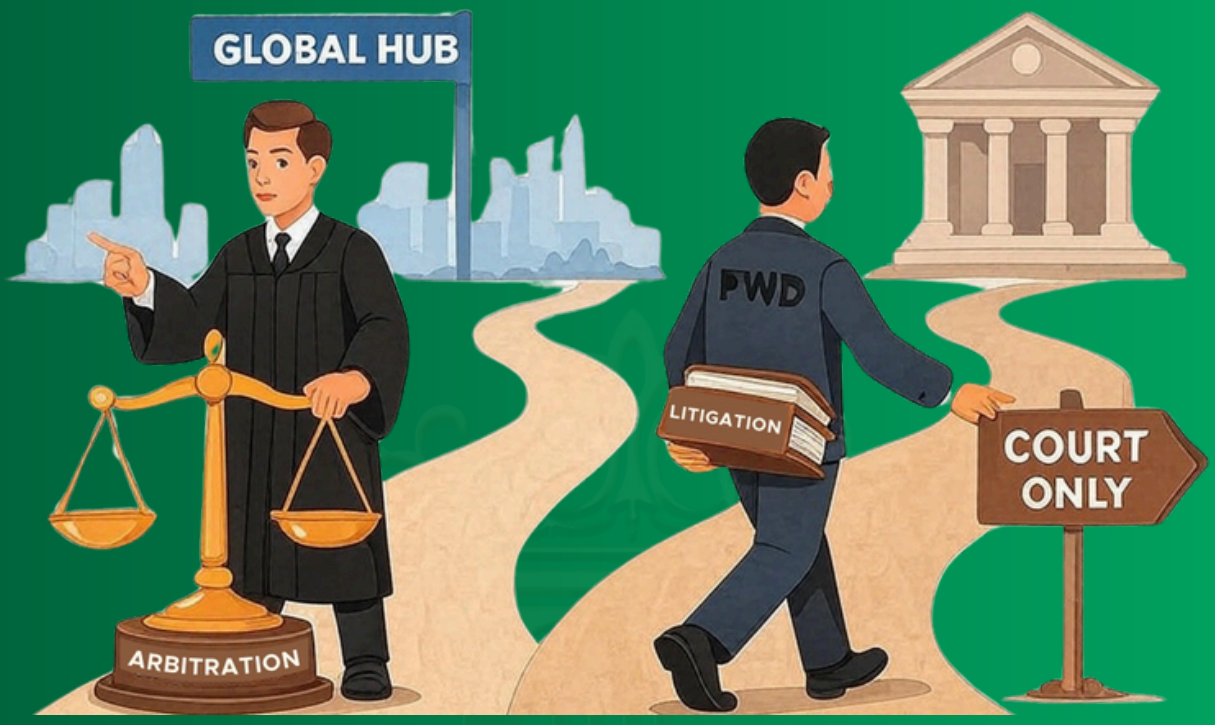
Pivotal Issues

Is India Undermining Its Own Bid to Be a Global Arbitration Hub?



Imagine a bustling courtroom, overflowing with files and burdened by years of pending cases. Judges, with furrowed brows, tirelessly wade through a sea of disputes. Now, picture a more serene setting: a neutral room where parties, guided by a skilled arbitrator, collaboratively seek solutions tailored to their specific needs. This shift, from the often adversarial nature of litigation to the consensual and efficient realm of Alternative Dispute Resolution (ADR), particularly arbitration, has been increasingly championed by India's judiciary and policymakers. The vision is clear: to transform India into a global arbitration hub, attracting international commercial disputes and bolstering its economic landscape.

Indeed, the call for embracing ADR, especially arbitration, has resonated strongly within the hallowed halls of the Indian Supreme Court. Justices have eloquently spoken about the imperative of fostering an arbitration-friendly environment. Their pronouncements aren't mere rhetoric; they are reflected in landmark judgments that signal a growing deference to the arbitral process. Consider, for instance, **the 2023 rulings** where Constitution Benches lent their weight to the **"Group of Companies Doctrine"**, ensuring a wider ambit for arbitration agreements, and affirmed the validity of unstamped arbitration agreements, removing a technical hurdle that often stalled proceedings. These pronouncements, echoing the very factors highlighted by Claudia Salomon...

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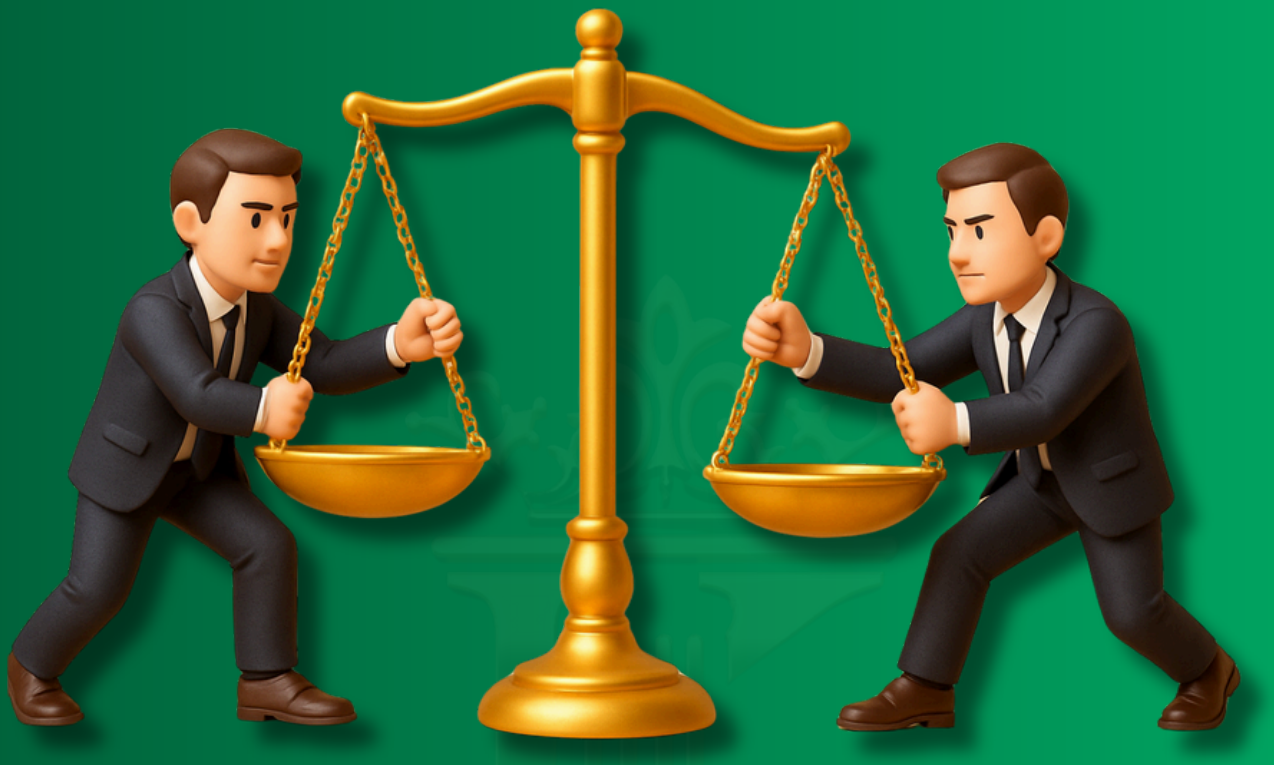
Impartiality Imperative: Self-Resolution Clauses Do Not Constitute Arbitration Agreements



Arbitration serves as a cornerstone of modern commercial practice, offering a private and efficient alternative to traditional litigation. At its heart lies the arbitration agreement, a contractual commitment by parties to resolve their disputes through this mechanism. The interpretation of such agreements is frequently tested, particularly concerning the essential elements that constitute a valid reference to arbitration. The core question revolves around discerning the parties' true intention to opt for binding arbitration.

On this very principle, the Calcutta High Court recently in **Balasore Alloys Limited vs. Flynt Mining LLP** held that merely including a dispute resolution mechanism that empowers the contract signatories to resolve disputes does not, by itself, imply an intention to arbitrate. The court's decision centered on the fact that such a clause essentially establishes an internal, in-house process, rather than a commitment to a neutral and impartial arbitral process. This consequential ruling warrants a more in-depth analysis, and this article will delve into the nuances of the judgment and its implications.

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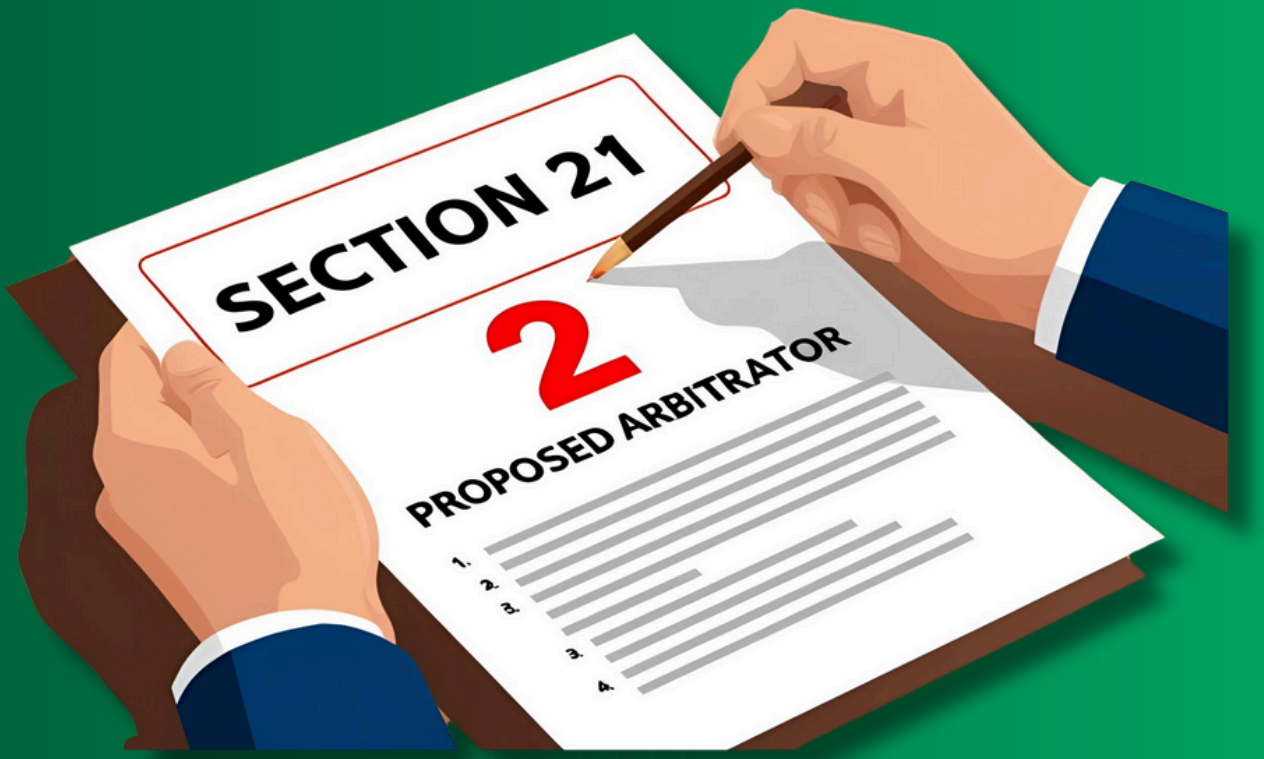
Pivotal Issues

No Notice, No Arbitration: Section 21's Strict Gateway



Section 21 of the **Arbitration and Conciliation Act, 1996**, acts as the gateway to arbitral proceedings. The landmark case of **M/S D.P. Construction v. M/S Vishvaraj Environment Pvt. Ltd.** firmly established that a valid notice under this provision must unequivocally communicate the sender's intention to arbitrate and commence the process of appointing arbitrators. Merely outlining claims falls short; a formal request for dispute referral is mandatory. Moreover, failing to adhere to a pre-agreed arbitration procedure, while not invalidating the arbitration agreement itself, bars the invocation of the court's jurisdiction under **Section 11** for arbitrator appointment. Why is this initial step so critical? A proper **Section 21** notice carries significant legal weight, notably impacting the calculation of the limitation period.

Recently, the Telangana High Court judgement in **MS Cipher Oncology Private Limited vs M S Unimed Health Care Private Limited** has amplified the significance of a specific arbitrator proposal within a **Section 21** notice. The court explicitly stated that absent a suggestion of an arbitrator's name in the notice, it lacks the authority under **Section 11(6)** to appoint one. Could a simple demand for payment, even with a reservation to...

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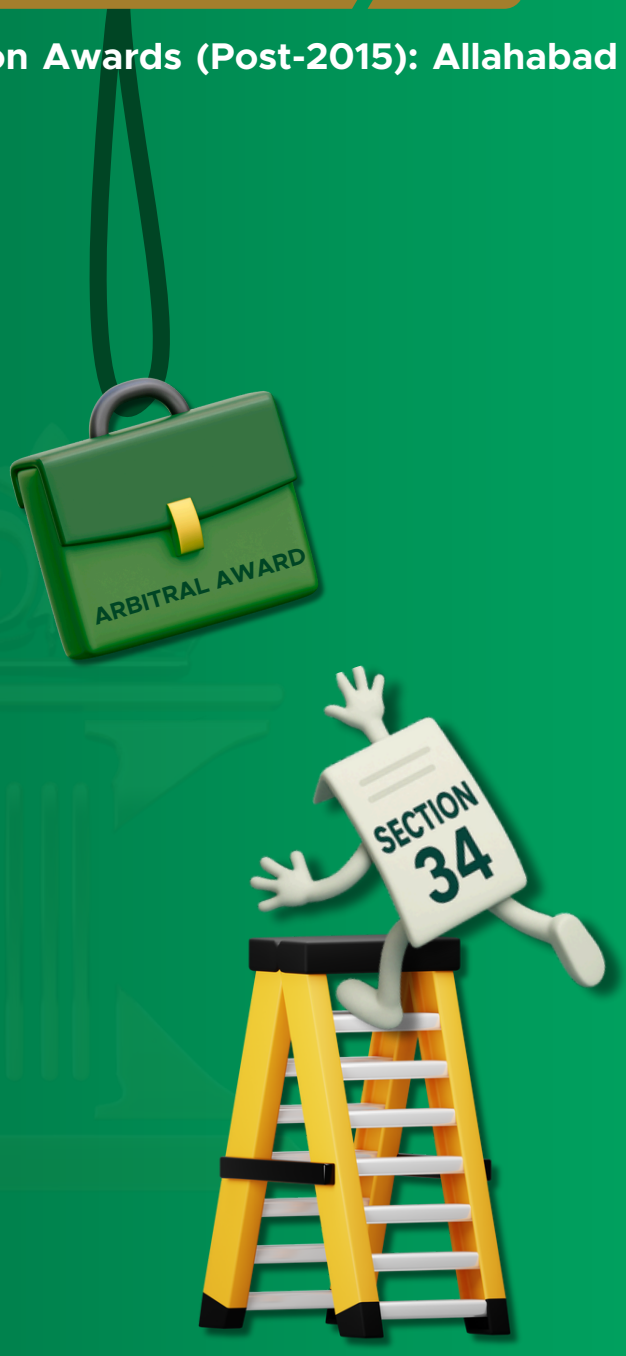
Pivotal Issues

No Automatic Stay on Arbitration Awards (Post-2015): Allahabad High Court



India, recognizing the pivotal role of a robust dispute resolution mechanism in fostering a conducive business environment and attracting investment, has embarked on a journey of continuous refinement of its arbitration law. **The Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Act")**, stands as the cornerstone of this framework. However, this legislative edifice has been subject to numerous amendments, often described as "piecemeal tinkering," aimed at projecting India as a pro-arbitration jurisdiction – a destination where businesses can operate with the confidence of efficient and reliable dispute resolution.

The most recent of these interventions is the enactment of the **Arbitration and Conciliation (Amendment) Act, 2021 (hereinafter referred to as "the 2021 Act"),** which, controversially, reintroduced the concept of an "Automatic Stay" of arbitral awards, albeit under the specific circumstances of established fraud or corruption. This move effectively reversed a key change brought about by the **Arbitration and Conciliation (Amendment) Act, 2015 (hereinafter referred to as "the 2015 Act"),** and has been met with considerable criticism for potentially undermining the progress made towards a more efficient arbitration regime.

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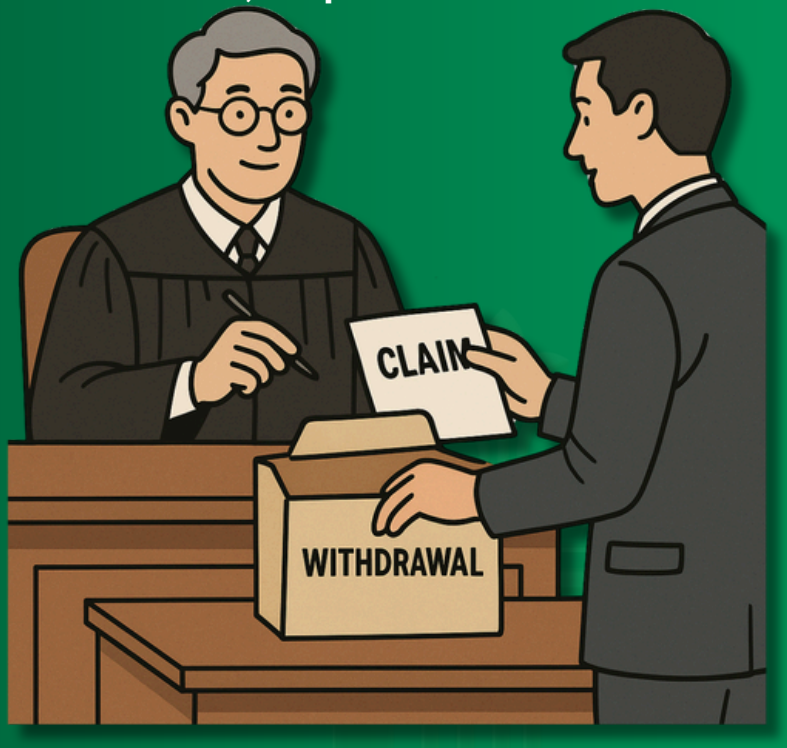
Bombay High Court Upholds Arbitrator's Authority to Permit Withdrawal of Claims, Emphasizes Limited Judicial Intervention



The sanctity of the arbitral process, a cornerstone of modern dispute resolution, rests on the principle of minimal judicial interference. This principle, enshrined in the **Arbitration and Conciliation Act, 1996** (hereinafter referred to as "the Act"), seeks to foster efficient and expeditious dispute resolution, shielding parties from the delays and complexities of traditional litigation. However, the question of whether this shield is absolute, or if there exist circumstances where the long arm of the High Court, through its writ jurisdiction, can and should intervene, remains a subject of ongoing judicial scrutiny. In a recent decision, the Bombay High Court held that an arbitrator can allow parties to withdraw their claims and initiate fresh arbitration proceedings, provided the legitimate interests of the other party are not prejudiced.

The Bombay High Court, in a decision delivered in **Central Depositories Services (India) Limited Vs. Ketan Lalit Shah,** by **Justices Revati Mohite Dere and Dr. Neela Gokhale**, was confronted with this very conundrum. The case, which centered on a challenge to an arbitrator's decision to permit a party to withdraw their claim and initiate fresh arbitration proceedings, provided the court with an opportunity to reiterate and refine the boundaries of judicial intervention in arbitral matters...

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Case Law Updates

Calcutta HC: No Arbitration Without Mandatory Reference

Justice Shampa Sarkar presiding, ruled that an arbitration clause granting parties the discretion to arbitrate disputes after they arise is not a binding arbitration agreement. Such a clause necessitates fresh consent from both parties before a matter can be referred to arbitration. The case involved a lease renewal dispute where the lease deed contained a clause stating disagreements on rent and terms may be decided by an arbitrator. The petitioner argued this was a binding arbitration clause.

The High Court disagreed, emphasizing that the use of "may" indicates a possibility, not a mandatory agreement to arbitrate. Relying on Supreme Court precedents like Jagdish Chander Vs. Ramesh Chander and GTL Infrastructure Ltd. vs Vodafone India Ltd., the court stated that "may" signifies a future choice, requiring subsequent consent for arbitration.

The court further cited the Delhi High Court's view in M/S Linde Heavy Truck Division Ltd vs Container Corporation of India Ltd & Anr., which held that a similar clause did not reflect a binding obligation to arbitrate but merely an option subject to the other party's acceptance. Because the clause contemplated further consent for arbitration, it did not constitute a binding arbitration agreement. Consequently, the petitioner's application seeking reference to arbitration was dismissed.

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Case Law Updates

Arbitrator Substitution Denied After Voluntary Withdrawal

In Ashok Kumar Bhuinya Proprietor Of A.K. Enterprise Vs State Of West Bengal, the Calcutta High Court, Justice Shampa Sarkar presiding, dismissed an application under Section 15 of the Arbitration and Conciliation Act, 1996, seeking substitution of an arbitrator. The court held that such substitution is not permissible when the petitioner voluntarily withdrew from the arbitral proceedings and failed to participate despite numerous opportunities over a significant period.

The court noted the arbitrator's record of the petitioner's withdrawal and the petitioner's subsequent inaction. Letters from the petitioner corroborated his intention to abandon the arbitral process, including the submission of the final bill. The court found that Section 15, concerning arbitrator recusal or withdrawal, did not apply as the petitioner's exit was voluntary. The decade-long silence and lack of any attempt to rejoin the arbitration rendered the proceedings defunct, making the current application for substitution unsustainable due to the petitioner's initial voluntary withdrawal and the inordinate delay.

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Case Law Updates

Calcutta HC: Uniform Auction Dispute Mechanism Unless Explicitly Replaced by Non-Arbitration Process

The Calcutta High Court in Satya Narayan Shaw Vs Sourav Ghosh addressed a petition by Satya Narayan Shaw seeking the appointment of an arbitrator under the Arbitration and Conciliation Act, 1996, concerning a dispute arising from a 2010 coal e-auction by Mahanadi Coalfields Limited (MCL). Shaw alleged non-delivery of two coal rakes despite advance payment, unilateral amendment of the Letter of Indent by respondent no. 3 (Sourav Ghosh's Kolkata office), and a delayed refund with deductions causing losses.

The respondent argued that the 2007 Spot E-Auction Scheme containing an arbitration clause was not applicable and that the claims were time-barred. They also denied unilaterally amending the indent and blamed the Railways for rake changes, further stating the destination change request was impermissible. Justice Shampa Sarkar held that since the respondent failed to present an alternative scheme without an arbitration clause, the existing clause in the generally applicable 2007 scheme governed the dispute. The court found the issues of non-delivery and the reasons behind it to be arbitrable. Noting the delayed refund and pending writ petitions granting liberty for arbitration, the court allowed the petition and appointed an arbitrator to resolve the dispute.

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Case Law Updates

Delay Beyond Prescribed Period U/S 34(3) Of Arbitration Act Cannot Be Condoned In View Of Inapplicability Of S.5 Of Limitation Act

The Himachal Pradesh High Court in National Highway Authority of India. Versus Jagroop Singh & Ors. affirmed that delays beyond 120 days in challenging arbitral awards under Section 34 of the Arbitration Act cannot be condoned due to the non-applicability of Section 5 of the Limitation Act. Consequently, the appeal against the dismissal of a time-barred challenge was also dismissed.

The case involved an appeal against the dismissal of a Section 34 petition that was filed beyond the 120-day limit. The High Court, citing the Supreme Court's ruling in My Preferred Transformation & Hospitality Pvt. Ltd. & Anr. vs. M/s. Faridabad Implements Pvt. Ltd, emphasized the explicit bar on extending the deadline beyond the initial three months plus thirty days, as stated in the proviso to Section 34(3). The court upheld the District Judge's decision that the delay could not be condoned. Furthermore, the appellant failed to justify the 258-day delay in filing the Section 37 appeal itself. Consequently, both the delay condonation application and the appeal were dismissed.

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Case Law Updates

Kerala HC: Challenge After Arbitration Award, Unless Early Appeal Exists

In M.I. MOHAMMED versus M/S. HLL LIFE CARE LTD., the Kerala High Court, Justice Basant Balaji presiding, held that once arbitration proceedings commence, parties must await the pronouncement of the arbitral award before challenging any interlocutory orders. The court clarified that the only exception to this rule is when a right of appeal is explicitly available under Section 37 of the Arbitration and Conciliation Act, 1996, even at an earlier stage of the arbitration. The court emphasized that resorting to an Original Petition under Article 227 of the Constitution of India to challenge interim orders during ongoing arbitration is improper.

Justice Balaji observed that allowing High Courts to intervene under Article 227 against every order of the Arbitral Tribunal would defeat the very purpose of minimizing judicial interference in arbitration. The court reiterated that the appropriate recourse for an aggrieved party is to challenge the final award as per Sections 34 or 37 of the Arbitration Act. Consequently, finding the petitioner's approach under Article 227 incorrect, the Kerala High Court dismissed the petition.

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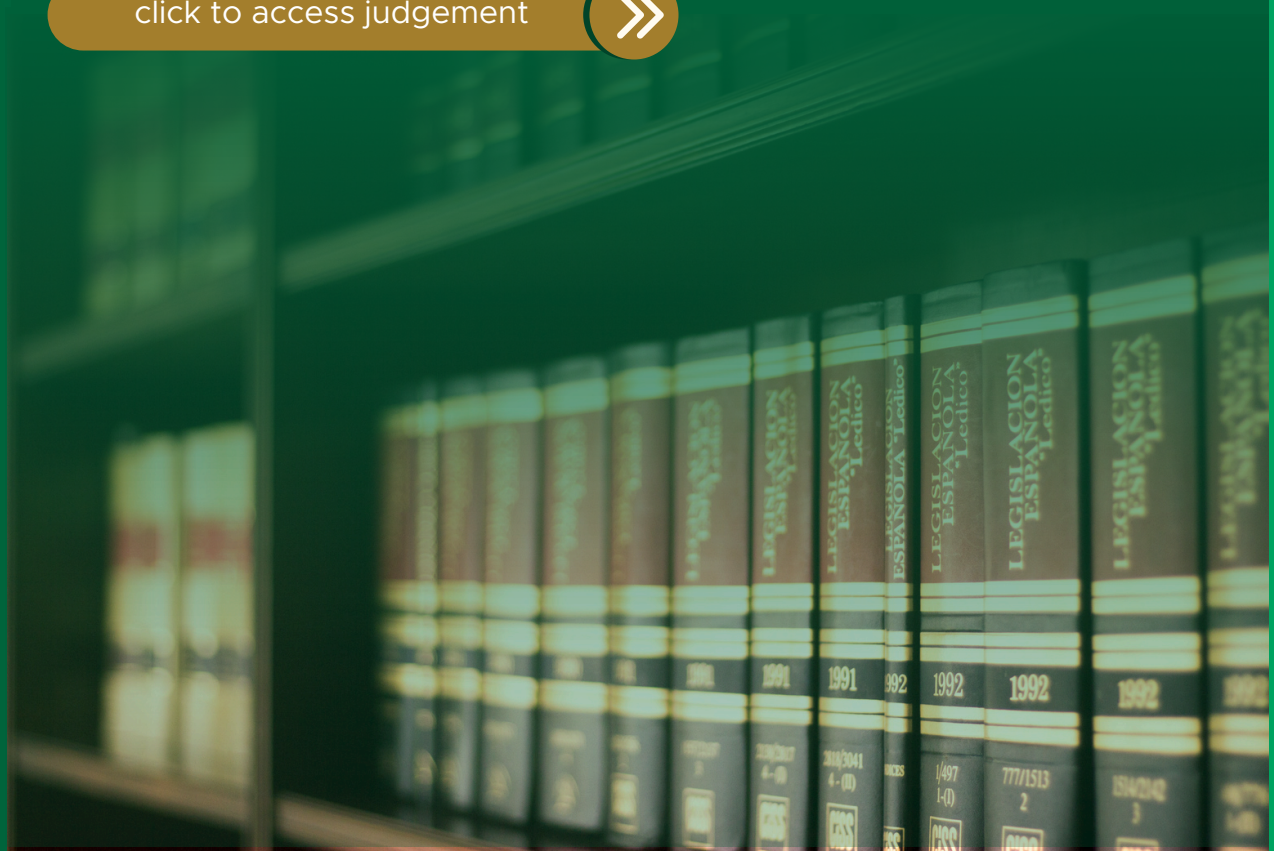

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Case Law Updates

Navigating Arbitration Disputes: Kerala HC on When to Invoke Writ Jurisdiction

The Kerala High Court, in a judgment Flemingo (DFS) Private Limited Versus Airports Authority Of India by Justice Harisankar V. Menon, clarified the maintainability of writ petitions against orders passed under Section 9 of the Arbitration and Conciliation Act, 1996. The court held that a writ petition under Articles 226/227 is permissible when a Commercial Court's order under Section 9 neither grants nor refuses relief, rendering it non-appealable under Section 37 of the Arbitration Act. This principle was applied to a case where the Commercial Court "closed" a Section 9 petition due to the petitioner's submission of ongoing arbitration, rather than explicitly refusing relief. The High Court reasoned that such a closure, based on a potentially mistaken belief about the Arbitrator's active functioning, does not constitute a refusal of relief under Section 9 and is therefore not appealable.

Furthermore, the court considered the fairness of the respondent's attempt to encash bank guarantees despite a previous stay order from the Apex Court, which was only briefly vacated due to the matter being "avoided." Citing the Supreme Court's ruling in Asian Resurfacing of Road Agency Private Limited, the Kerala High Court emphasized that an interim stay shouldn't be vacated solely due to time lapse if the litigant isn't responsible for the delay. Considering the subsequent (though stayed) appointment of an arbitrator, the court found the petitioner not entirely liable for the stay's lapse. Consequently, acknowledging the ongoing consideration of the arbitrator's appointment by the Supreme Court, the Kerala High Court directed the respondent to retain the encashed bank guarantee amounts in an interest-bearing fixed deposit.

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