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COVER STORY

Unilateral ODR Appointment of Sole Arbitrator Invalid: L&T Finance v. Jai Paras Material Store - Calcutta High Court 04

SIGNIFICANT CASE LAWS

 08

- Nazir Ahmad Mir & Ors. v. Ishfaq Ahmad Mir & Ors.
- Madhya Pradesh Road Development Corporation Ltd. v. M/s Jabalpur Corridor Pvt. Ltd.

[MORE CASE](#)

TRAINING AND EVENTS

 13

PIVOTAL ISSUES

- ◆ Bombay High Court Clarifies the Scope of Section 34 Challenges in International Commercial Arbitration: ONGC v. Sapura Fabrication 05
- ◆ Supreme Court Rules Section 33 Disposal Date Triggers Limitation Period Under Section 34(3) Regardless of Maintainability 06
- ◆ Arbitration Clause Cannot Divert Admitted Consumer Complaint: T.K.A.n Padmanabhan v. Abhiyan CGHS - Supreme Court 07



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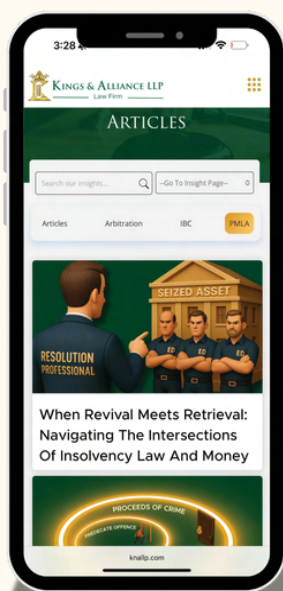
Illusion. our cover story this month examines the illusion of institutional neutrality in unilateral arbitrator appointments. Through a landmark ruling in L and T Finance Ltd. v. Jai Paras Material Store and Ors., the High Court of Calcutta clarified that routing an appointment through an independent online dispute resolution (ODR) platform cannot sanitize a unilateral choice. The Court pierced this institutional veil, rendering such appointments void ab initio and subsequent awards unenforceable.

This edition also analyses the J&K and Ladakh High Court's ruling on the impermissibility of partially rejecting a plaint under Order VII Rule 11. Additionally, we examine the Supreme Court's clarifications that a Section 33 disposal date triggers the Section 34(3) limitation period regardless of maintainability, and its reinforcement of consumer forum supremacy over private arbitration in T.K.A. Padmanabhan.

Across these decisions, courts continue to draw sharper boundaries around arbitrator impartiality, statutory justice, and civil litigation thresholds. To cap it off, we bring you global case law developments and a curated selection of upcoming arbitration events and training.

Let's dive in.

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COVER STORY

04

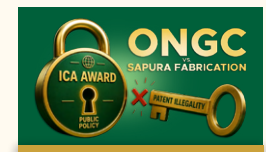
Unilateral ODR Appointment of Sole Arbitrator Invalid: L&T Finance v. Jai Paras Material Store - Calcutta High Court



PIVOTAL ISSUES

05

Bombay High Court Clarifies the Scope of Section 34 Challenges in International Commercial Arbitration: ONGC v. Sapura Fabrication



PIVOTAL ISSUES

06

Supreme Court Rules Section 33 Disposal Date Triggers Limitation Period Under Section 34(3) Regardless of Maintainability.



PIVOTAL ISSUES

07

Arbitration Clause Cannot Divert Admitted Consumer Complaint: T.K.A.n Padmanabhan v. Abhiyan CGHS - Supreme Court



CASE LAWS

08

- Nazir Ahmad Mir & Ors. v. Ishfaq Ahmad Mir & Ors.
- Madhya Pradesh Road Development Corporation Ltd. v. M/s Jabalpur Corridor Pvt. Ltd.
- Bennett Coleman and Co. Ltd. v. Lord's Mark Industries Limited & Ors.
- M/s Ramacivil India Construction Pvt. Ltd. v. Central Public Works Department & Connected Matters
- VE Commercial Vehicles Limited v. M/s Singh Enterprises



TRAINING & EVENTS

13



COVER STORY

Unilateral ODR Appointment of Sole Arbitrator Invalid:
L&T Finance v. Jai Paras Material Store - Calcutta High Court



Can a commercial lender bypass the strict statutory prohibition against unilaterally appointing an arbitrator by simply routing that appointment through an independent online dispute resolution platform? The High Court of Calcutta, in *L and T Finance Ltd. v. Jai Paras Material Store and Ors.*, answered this with an unequivocal and resounding "no." Decided on May 14, 2026, by Mr. Justice Gaurang Kanth, the Court pierced through the institutional veil to hold that any appointment mechanism set in motion unilaterally by an interested party without the explicit consent of the other side is void ab initio, rendering the subsequent arbitral award non-est and entirely unenforceable under Section 36 of the Arbitration and Conciliation Act, 1996. This landmark ruling clarifies that the strict mandate of arbitrator impartiality cannot be subverted by wrapping a unilateral choice in the garb of an administrative forum.

The dispute originated from a standard commercial transaction where the award debtor availed themselves of financial assistance under a Loan Agreement dated September 24, 2022. Following a default in repayment, the lender invoked the arbitration clause on March 29, 2025, proposing to refer the matter to "Presolv360" an Online Dispute Resolution (ODR) forum. Receiving no response from the borrower, the lender unilaterally proceeded with the reference to Presolv360, which then appointed a sole arbitrator under its institutional rules. Despite repeated electronic notices sent via email, WhatsApp, and SMS, the borrower remained absent throughout the proceedings. The sole arbitrator subsequently conducted...



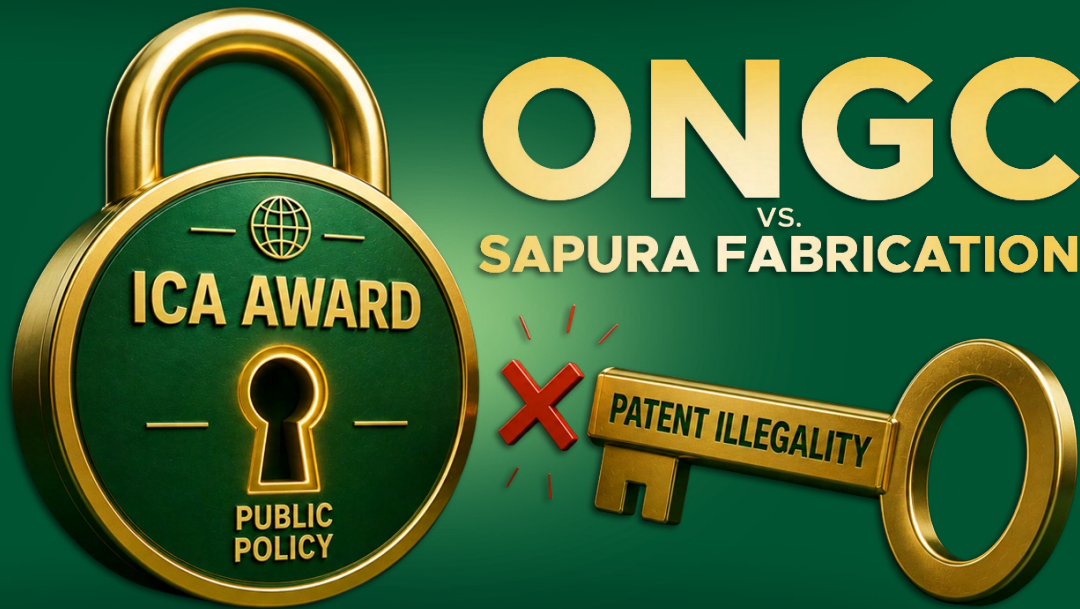
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Page 4



PIVOTAL ISSUES

Bombay High Court Clarifies the Scope of Section 34 Challenges in International Commercial Arbitration: ONGC v. Sapura Fabrication



ONGC

vs.

SAPURA FABRICATION

Is the remedy of "patent illegality" available as an indirect lifeline to set aside an arbitral award involving a foreign contracting entity when the seat of arbitration is within India? In the landscape of international commercial arbitrations (ICAs), this critical question has been answered with absolute clarity by the judiciary. The Bombay High Court has reaffirmed that the statutory ground of patent illegality is entirely unavailable to a petitioner challenging an award arising out of an international commercial arbitration, irrespective of any alleged "perversity" or "misappreciation of evidence" by the tribunal. In its significant decision in Oil and Natural Gas Corporation Limited v. Sapura Fabrication SDN BHD (now known as VTEB Fabrication SDN BHD). The High Court affirmed that standard domestic grounds used to dismantle domestic awards cannot be introduced through an indirect route by repackaging them as violations of the "Public Policy of India".

The dispute originated from a lump-sum turnkey contract executed on June 27, 2015, between the petitioner, Oil and Natural Gas Corporation Limited (ONGC), and the respondent's predecessor, Kencana HL Sdn. Bhd, an entity incorporated in Malaysia. The contract was awarded for engineering, procurement, fabrication, and offshore installation works related to the redevelopment of Phase III of ONGC's Mumbai High South Field. The core offshore works were completed by April 30, 2017, to ONGC's satisfaction, and the contractor's performance bank guarantees were subsequently released without the levy of any liquidated damages. Post-completion, a commercial deadlock ensued when the...

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Page 5

PIVOTAL ISSUES

Supreme Court Rules Section 33 Disposal Date Triggers Limitation Period Under Section 34(3) Regardless of Maintainability

NHAI VS. T. YOUNIS



When a party formally invokes Section 33 of the Arbitration and Conciliation Act, 1996 for the correction or interpretation of an arbitral award, does the limitation period for challenging that award under Section 34(3) commence from the date of the original award or from the date on which the Section 33 application is disposed of, irrespective of its ultimate maintainability or success?

In *National Highway Authority of India v. T. Younis & Anr*, the Supreme Court of India conclusively answered this issue by holding that a plain, literal reading of Section 34(3) mandates that the limitation period commences only from the date on which the Section 33 request is disposed of by the Arbitral Tribunal. The apex court firmly rejected the proposition that only a successful or "maintainable" application can defer limitation, clarifying that the statutory text does not distinguish between applications that are ultimately allowed or dismissed. So long as the jurisdiction of the tribunal is formally invoked within the prescribed time, the award remains subject to that limited jurisdiction, and parties cannot be compelled to rush to court under Section 34 as a matter of abundant caution while a Section 33 proceeding is actively pending. The factual matrix of the dispute traces back to December 15, 2009, when the Ministry of Shipping, Road Transport and Highways issued a preliminary notification under Section 3A(1) of the National Highways Act, 1956, to acquire land in the Bellary District belonging to Respondent No. 1. Following a remand by the High Court of Karnataka for de novo consideration, the Arbitrator passed a fresh award on...

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Page 6



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PIVOTAL ISSUES

Arbitration Clause Cannot Divert Admitted Consumer Complaint: T.K.A.n Padmanabhan v. Abhiyan CGHS - Supreme Court



STATUTE VS. CONTRACT

Can a private contractual arbitration clause strip away the jurisdiction of a statutory consumer forum once a consumer complaint has been formally admitted? This fundamental conflict between alternative dispute resolution and public welfare legislation lies at the heart of the Supreme Court of India's ruling in T.K.A. Padmanabhan v. Abhiyan Cooperative Group Housing Society Ltd. The apex court answered this with an emphatic negative, establishing that a pre-existing arbitration agreement cannot derail a validly instituted consumer proceeding. The Court reinforced the principle that the Consumer Protection Act, 1986, serves as a special, beneficial legislation designed to provide inexpensive and summary remedies. Consequently, private agreements cannot be used to bypass public law protections, and consumer forums are legally bound to decide admitted complaints on their merits rather than redirecting parties to private tribunals. The dispute originated in January 2003 when the appellant, T.K.A. Padmanabhan, became a member of the respondent housing society and paid the full amount for a flat allotment. Following an agreement signed on February 27, 2004, for Flat No. 232, the appellant encountered significant delays in receiving possession. This prompted him to file Consumer Complaint No. 579 of 2005 before District Consumer Forum-VII, New Delhi, seeking compensation for the delay. Although the complaint was admitted and notice was issued, the respondent society sought to stall the statutory proceedings by filing an application under Section 8 of the Arbitration and Conciliation Act, 1996, pointing to an arbitration clause in their agreement. While the District Forum initially rejected this application, a protracted procedural battle across the High Court...

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Page 7



SIGNIFICANT CASE LAWS

Factual Dispute Over Post-Award Private Partition Cannot Be Presumed Without Trial: J&K HC

In *Nazir Ahmad Mir & Ors. v. Ishfaq Ahmad Mir & Ors.*, the High Court of Jammu & Kashmir and Ladakh set aside a trial court's order that had rejected a plaint under Order VII Rule 11 of the Civil Procedure Code. The dispute involved an estate that the plaintiffs claimed was privately partitioned following a 1971 arbitral award, leading to their continuous and hostile possession of the defendants' share since 1985, which they argued matured into adverse possession. The defendants contended that the property remained unpartitioned joint holding, making adverse possession legally untenable among co-owners. Justice Sanjay Dhar ruled that whether a private partition occurred is a factual, triable issue that must be decided through evidence rather than presumed at the threshold stage. Furthermore, the Court emphasized that even if the adverse possession claim were to fail, the plaintiffs maintained a viable claim for a permanent prohibitory injunction to protect their possession, and because a plaint cannot be fractured or rejected partially under Order VII Rule 11, the entire suit was remanded back to the trial court for framing issues and trial.



VIEW JUDGEMENT

SIGNIFICANT CASE LAWS

Finality of Arbitral Awards: A Shield Against Belated Jurisdictional and Contractual Challenges

In *Madhya Pradesh Road Development Corporation Ltd. v. M/s Jabalpur Corridor Pvt. Ltd.*, decided on May 29, 2026, the Supreme Court of India (Bench of Justices J.K. Maheshwari and Atul S. Chandurkar) dismissed an appeal by a Madhya Pradesh state undertaking challenging a 2014 arbitral award that had declared its 2007 termination of a road construction agreement unlawful and awarded termination payments and high interest to the concessionaire. The Court strictly reaffirmed the narrow scope of judicial intervention under Sections 34 and 37 of the Arbitration and Conciliation Act, 1996, emphasizing that courts cannot re-appraise evidence or substitute their own interpretations for a plausible view taken by an arbitral tribunal. Furthermore, the Court rejected the state's belated jurisdictional argument that the dispute should have been heard by a special state tribunal under the M.P. Madhyastham Adhinyam, 1983 holding that the objection was both time-barred under Section 16(2) and already conclusively settled against the state in earlier rounds of litigation, meaning it could not be resurrected based on subsequent, unrelated judicial precedents.



VIEW JUDGEMENT



SIGNIFICANT CASE LAWS

Delhi High Court Disposes of BCCL's Section 9 Petition Against Lord's Mark Following Share Conversion Settlement

In the legal dispute *Bennett Coleman and Co. Ltd. v. Lord's Mark Industries Limited & Ors.* (2026), the Delhi High Court successfully resolved a high-stakes corporate conflict through a timely amicable settlement. Bennett Coleman & Co. Ltd. (BCCL) had filed a petition under Section 9 of the Arbitration and Conciliation Act, seeking to halt the public listing and share trading of Lord's Mark Industries on the BSE, arguing that the company had failed to convert and allot ₹13 crore worth of equity warrants under a 2023 agreement due to ongoing insolvency restructuring. The friction was quickly resolved when Lord's Mark formally acknowledged BCCL's contractual rights, committing to allotting 10,28,483 equity shares at the agreed price of ₹158 per share. Consequently, on June 1, 2026, Justice Amit Sharma took the settlement on record and dismissed the petition as withdrawn, while keeping the doors open for BCCL to pursue fresh legal remedies should the compliance terms be breached.



VIEW JUDGEMENT

SIGNIFICANT CASE LAWS

Delhi High Court Rejects Impleadment of Non-Signatory Project Beneficiary

In the case of M/s Ramacivil India Construction Pvt. Ltd. v. Central Public Works Department & Connected Matters (2026), the Delhi High Court strongly reinforced the principles of party autonomy and privity of contract in arbitration. The dispute arose over the construction of the permanent campus for the Indian Institute of Management (IIM), Jammu, where the formal contract was executed solely between the contractor (Ramacivil) and the executing authority (CPWD). IIM Jammu sought to be added as a party to the Section 11 arbitration proceedings, arguing that it was the funder, supervisor, and ultimate beneficiary of the project. However, Justice Harish Vaidyanathan Shankar set aside the impleadment, ruling that arbitration is strictly consensual and that non-signatories cannot be made parties to a reference merely because they possess a financial stake or derive an institutional advantage from the underlying work. The Court emphasized that allowing third-party entities into such disputes would open the floodgates to highly complex, multi-layered litigations, thereby disrupting structured commercial arbitration.



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SIGNIFICANT CASE LAWS

Delhi High Court Clarifies Scope of Section 11 in VE Commercial Vehicles v. M/s Singh Enterprises

In *VE Commercial Vehicles Limited v. M/s Singh Enterprises* (decided on May 30, 2026), the Delhi High Court reaffirmed that judicial intervention at the pre-referral stage under Section 11 of the Arbitration and Conciliation Act must be strictly confined to a **prima facie** (at first glance) examination of the arbitration agreement's existence. In this multi-crore dealership dispute, the respondent attempted to block arbitration by alleging that a page of the underlying contract was forged and pointing out that prior civil suits and parallel insolvency notices had been initiated. Rejecting these objections, Justice Mini Pushkarna ruled that a formally withdrawn civil suit does not waive a party's right to arbitrate, nor does a subsequent insolvency notice bar proceedings. Crucially, the Court held that because the specific page containing the arbitration clause was undisputed, complex factual allegations of fraud or forgery regarding other terms of the contract must be left for the arbitral tribunal to decide. Consequently, the High Court upheld party autonomy and appointed a retired Supreme Court judge to head the tribunal.



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TRAINING AND EVENTS

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MOHIT CHAUDHARY

FOUNDER AND MANAGING PARTNER

Former AAG for State of J&K at Supreme Court of India
Advocate on Record, Supreme Court of India

 +91 98106 63997


 mohit@knallp.com

 mohitchaudhary2020@gmail.com



KUNAL SACHDEVA

PARTNER

 +91 99536 55270


 kunal@knallp.com

 kunalsachdeva826@gmail.com



PUJA CHAUDHARY

PARTNER

 +91 98106 22198

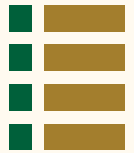
 puja@knallp.com

 pujabhaskar1@rediffmail.com

EXPOSITORS

Associate
Adv. Aparna Shukla

Associate
Adv. Jahnobi Paul



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 +91 981 981 5818

 info@knallp.com

 www.knallp.com



Kings & Alliance LLP

wa.me/919819815818

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LOCATIONS

CORPORATE OFFICE

13 Ring Road, Lajpat Nagar IV,
New Delhi - 110024

CHAMBER

511, Ad. Complex, Supreme Court
of India, New Delhi - 110001

IPR OFFICE

T 518, Sector 99, Supreme Tower,
Noida, Uttar Pradesh - 201303

INSIGHT DIVISION

62/6, Channi Himmat
(Green Belt), Jammu - 180015

MUMBAI

Chamber No.3, Block No.23, O2nd Floor,
Bell Building, Sir Phirozshah, Mehta Road,
Fort, Mumbai - 400 001



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Corporate Office - 13 Ring Road, Lajpat Nagar IV, New Delhi - 110024

Chamber - 511, Ad. Complex, Supreme Court of India, New Delhi - 110001

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 INFO@KNALLP.COM

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