

CONTENTS

<i>About the Author</i>	<i>v</i>
<i>Foreword</i>	<i>vii</i>
<i>Acknowledgements</i>	<i>xv</i>
<i>Preface</i>	<i>xvii</i>

PART I

DOMESTIC ARBITRATION

(The Arbitration Process: From Agreement to Award)

Foundational Concepts, Authorities and First Principles

1. Historical Framework	3
1.1 Pre-1940 regime	3
1.2 Arbitration Act, 1940	4
1.3 Arbitration (Protocol and Convention) Act, 1937	4
1.4 Foreign Awards (Recognition and Enforcement) Act, 1961	4
1.5 Arbitration and Conciliation Act, 1996	4
1.6 Amendment framework	4
2. 1996 Act Structural Architecture	5
2.1 Parts 1 to 4	5
2.2 Key definitions (section 2)	5
2.3 Schedules	5
3. Fundamental Principles	6
3.1 Party autonomy	6
3.2 Kompetenz-kompetenz	6
3.3 Separability	6
3.4 Pro-arbitration policy	7
3.5 Finality of awards	7
3.6 Natural justice and equal treatment	7
3.7 Reasoned awards	7

3.8 Confidentiality (section 42A)	8
4. Types of Arbitration	8
4.1 Domestic arbitration	8
4.2 International Commercial Arbitration (ICA)	8
4.3 Foreign arbitration / Foreign award	8
4.4 Institutional arbitration	8
4.5 Ad-hoc arbitration	8
4.6 Fast-track / expedited arbitration	8
4.7 Emergency arbitration	9
4.8 Statutory arbitration	9
4.9 Investment arbitration	9
5. Institutional vs Ad-hoc Framework	9
5.1 Institutional advantages	9
5.2 Ad-hoc advantages	10
5.3 Hybrid frameworks	10
6. Interplay with Other Legal Frameworks	10
6.1 Code of Civil Procedure, 1908	10
6.2 Contract Act, 1872	10
6.3 Specific Relief Act, 1963	10
6.4 Commercial Courts Act, 2015	10
6.5 Indian Stamp Act, 1899	10
6.6 Limitation Act, 1963	11
6.7 Specialised statutes	11
7. Key Authorities Spanning Foundational Concepts	11
7.1 Pre-1996 foundational authorities	11
7.2 1996-2015 foundational authorities	11
7.3 Post-2015 foundational authorities	11
8. Expert Committee and 2024 Bill Proposals	12
9. Practical Framework for Commercial Practitioners	12
9.1 Starting-point decisions	12
9.2 Draftsmanship principles	13
9.3 Dispute-stage framework	13
NOTE ON HOW THE CHAPTERS ARE CRAFTED	14
Chapter 1— Foundations and Scope of Arbitration	
QUESTION 1: Consumer and workman disputes as non-arbitrable	15

QUESTION 2: Investment arbitration overview	19
QUESTION 3: Limitation framework under the 1996 Act	23
QUESTION 5: UNCITRAL inspiration and comparative framework	32
QUESTION 6: Part I vs Part II demarcation (BALCO framework)	35
QUESTION 7: 2015 amendment impact	38
QUESTION 8: 2019 and 2021 amendments	42
QUESTION 9: Interplay with the Contract Act	44
QUESTION 10: Interplay with Commercial Courts Act and specialised statutes	48
QUESTION 11: Party autonomy in selecting appointment mechanisms	52
QUESTION 12: Kompetenz-kompetenz and challenges to jurisdiction	55
QUESTION 13: Separability doctrine in action	59
QUESTION 14: Pro-arbitration policy in practice	63
QUESTION 15: Finality of awards and grounds for challenge	67
QUESTION 16: Natural justice and equal treatment	70
QUESTION 17: Reasoned awards requirement	74
QUESTION 18: Tribunal procedural autonomy	78
QUESTION 19: International Commercial Arbitration (ICA)	82
QUESTION 20: Foreign arbitration and foreign awards	86
QUESTION 21: Institutional vs ad-hoc arbitration	90
QUESTION 22: Fast-track / expedited arbitration	94
QUESTION 23: Emergency arbitration framework	100
QUESTION 24: Statutory arbitration (MSMED framework)	104
QUESTION 25: Party autonomy and its boundaries	108
QUESTION 26: Pro-arbitration policy and limited court intervention	110
QUESTION 27: Types of arbitration; classification and framework implications	113
QUESTION 28: Stamping framework for arbitration agreements	117

Chapter 2— The Arbitration Agreement

QUESTION 1: Finality clause or arbitration agreement? Post-2015 Fifth and Seventh Schedule overlay	122
QUESTION 2: Drafting a composite arbitration clause: India-Germany technology JV	126
QUESTION 3: Stamping objection at Section 11 post-Re: Interplay	132
QUESTION 4: Invoice-based arbitration clauses and the small-print reverse-side trap	136
QUESTION 5: Arbitration or expert determination? The IFCI-Chairman-referral trap	139
QUESTION 6: Arbitrator, mediator, or valuer? The escrow-agent trap	143
QUESTION 7: Permissive “may” clauses and agreements to agree	147

QUESTION 8: Incorporation by reference in the single-contract case (standard-form trade terms)	151
QUESTION 9: Tender-based arbitration; deliberate deletion of NIT arbitration clause	155
QUESTION 10: Contingent arbitration clause activated only on purchase order	158
QUESTION 11: Incorporation by reference in the two-contract case (back-to-back sub-contract)	162
QUESTION 12: Bill-of-lading and charter-party incorporation of arbitration	165
QUESTION 13: MoU merged into implementation agreement; arbitration clause travel	169
QUESTION 14: Tripartite agreement; sub-contractor signing the head contract	173
QUESTION 15: Multiple related agreements; composite reference and consolidation	177
QUESTION 16: Non-signatory binding at the Section 11 stage post-Cox and Kings	180
QUESTION 17: Absence of “final and binding” language; post-Babanrao analysis	184
QUESTION 18: Severability and survival of the arbitration clause upon frustration of the contract	187
QUESTION 19: Novation by comprehensive successor agreement extinguishing the arbitration clause	191
QUESTION 20: Death of a party; inheritance of the arbitration agreement by legal representatives	194
QUESTION 21: Unilateral and asymmetric arbitration clause in a secured-lending agreement	197
QUESTION 22: Insurance Scott v. Avery clause limited to “amount of loss”; insurer repudiation	201
QUESTION 23: Unregistered lease with arbitration clause; post-Re: Interplay position	204
QUESTION 24: Cross-state stamping of the arbitration agreement	207
QUESTION 25: Pre-deposit clause in a State-sector arbitration agreement (Lombardi application)	210
QUESTION 26: Emergency arbitration under institutional rules and Section 17 interim relief	213
QUESTION 27: Sovereign immunity, commercial transaction, and arbitration against a foreign State	217
QUESTION 28: Challenge to an appointed arbitrator for bias under Sections 12 and 13	221
QUESTION 29: Scope of arbitration clause and fraud in the inducement	224
QUESTION 30: Statutory-scheme exclusion and arbitrability	227
QUESTION 31: Tribunal-interpretation discretion and scope of arbitrability	230
QUESTION 32: Scope of arbitral reference, counterclaims, and the Section 21 notice on the Bhagheeratha Engineering (2026)	234
QUESTION 33: Allegations of fraud and forgery of the arbitration agreement itself, non-arbitrability, and the Rajia Begum and Barnali Mukherjee (2026)	239

QUESTION 34: The Section 7 elemental test and deprecation of deliberately ambiguous dispute clauses (the South Delhi Municipal Corporation v. SMS Ltd. framework)	244
QUESTION 35: Survival of the arbitration agreement despite a No Demand Certificate, arbitration after final bill, and the accord-and-satisfaction defence (the NTPC v. Reshmi Constructions framework)	248
Chapter 3—Interim Relief and Provisional Measures	
QUESTION 1: Pre-arbitration Section 9 interim relief and asset preservation	254
QUESTION 2: Post-Tribunal Section 17 versus Section 9 framework and forum choice	256
QUESTION 3: Emergency arbitrator enforcement under SIAC Schedule 1 procedure	258
QUESTION 4: Section 9 Mareva-type injunction in pre-arbitration asset preservation	260
QUESTION 5: Section 9(3) post-Tribunal-constitution scope and the inefficacy threshold	262
QUESTION 6: Section 9(1)(v) receiver appointment for joint-venture assets	264
QUESTION 7: Ex parte interim measures under Section 9 in cases of imminent asset dissipation	266
QUESTION 8: Post-award pre-enforcement Section 9 asset preservation	268
QUESTION 9: Interim relief affecting third parties	270
QUESTION 10: Cross-border Section 9 application in foreign-seated arbitration	272
QUESTION 11: Section 17 Tribunal interim measures and the scope post the 2015 amendments	274
QUESTION 12: Section 17(2) enforcement of Tribunal interim orders	276
QUESTION 13: Appeal against Section 17 orders under Section 37(2)(b)	278
QUESTION 14: Coordinated interim and final relief strategy	280
QUESTION 15: SIAC Emergency Arbitrator Procedure Under Schedule 1	282
QUESTION 16: Cross-border emergency arbitrator award enforcement in India	285
QUESTION 17: Non-signatory parties in emergency-arbitrator proceedings on the Cox and Kings framework	287
QUESTION 18: Appeal framework against emergency-arbitrator awards	289
QUESTION 20: Interim relief in multi-contract connected disputes	294
QUESTION 21: Interim relief cost management and strategic considerations	296
QUESTION 22: Post-award interim preservation pending Section 36 enforcement	298
QUESTION 23: Multi-jurisdictional interim-relief coordination in cross-border arbitration	300
QUESTION 24: Section 89 of the Code of Civil Procedure, 1908 and reference to arbitration	303
QUESTION 25: Section 11(6) proceedings and alternative appointment mechanisms	305
QUESTION 26: Commencement of arbitral proceedings under Section 21, the Section 9(2) ninety-day bar on interim measures, and the Regenta Hotels (2026)	308

QUESTION 27: Non-arbitrability where the subject-matter falls within exclusive jurisdiction of statutory authorities (the Dushyant Janbandhu v. Hyundai AutoEver India framework)	313
QUESTION 28: Interpretation of “optional” arbitration clauses and the pro-arbitration approach (the Tarun Dhameja v. Sunil Dhameja framework)	316
Chapter 4—Reference and Appointment of Arbitrators	
QUESTION 1: Serious fraud at contract formation and the Avitel arbitrability test	320
QUESTION 2: MSMED Act Section 18 override of a contractual arbitration clause	323
QUESTION 3: Section 8 reference and waiver by filing written statement on the merits	326
QUESTION 4: Group of companies doctrine and non-signatory parent bound post the Cox and Kings framework	329
QUESTION 5: Narrow referral enquiry under Section 11 and the Krish Spinning and Interplay framework	333
QUESTION 6: Insolvency and Bankruptcy Code interplay and the Indus Biotech framework on arbitration during pending CIRP application	336
QUESTION 7: Trust disputes and non-arbitrability under the Vimal Kishore Shah framework	339
QUESTION 8: Consumer disputes and election of consumer forum over arbitration on the Emaar MGF framework	342
QUESTION 9: Intellectual property arbitrability and the contractual versus statutory distinction	345
QUESTION 10: Family arrangement and succession; in-rem versus in-personam character	348
QUESTION 11: Bifurcation of claims, Sukanya Holdings, and post-Cox and Kings consolidation	351
QUESTION 12: Insurance arbitration and limited-scope clauses under the Oriental Insurance v. Narbheram framework	354
QUESTION 13: Multi-tier dispute-resolution clause and conditions precedent to arbitration	357
QUESTION 14: Section 45 reference and foreign-seated arbitration with Indian counterparty	361
QUESTION 15: Specific performance arbitrability and immovable property sale	364
QUESTION 16: Tortious claims and the arbitration clause’s reach	367
QUESTION 17: Competition Act interface and the CCI jurisdictional carve-out	370
QUESTION 18: SARFAESI interplay and the banker-borrower arbitration clause	373
QUESTION 19: Anti-arbitration injunction from Indian courts and the World Sport Group framework	376
QUESTION 20: Companies Act oppression and mismanagement and Sections 241-242 jurisdiction	378
QUESTION 21: Employment and service contracts arbitrability	382

QUESTION 22: Joint development agreements and real-estate JDA arbitrability	385
QUESTION 23: Government contracts and Union of India and PSU counterparty arbitration	388
QUESTION 24: Foreign award enforcement and the Section 48 grounds of refusal	390
QUESTION 25: Electricity regulator interface; CERC, SERC, and arbitration	393
QUESTION 26: Public policy at the Section 8 and Section 11 stage; money-laundering allegations	396
QUESTION 27: Pre-Tribunal Section 9 interim relief when arbitrability is contested	399
QUESTION 28: Commercial Courts Act Section 12A pre-institution mediation and the interplay with arbitration	403
QUESTION 29: Section 11 procedure and cross-claim Tribunal appointment	406
QUESTION 30: Narrow PSU appointment panels and the post-Voestalpine and CORE II framework: the N.P. Enterprises v. Western Railway position	409
QUESTION 31: The broad-based-panel requirement post-Voestalpine and CORE II (2024 CB)	412
QUESTION 32: Arbitrator disclosure obligations under the Fifth Schedule; continuing duty to update; consequences of non-disclosure (the HRD Corporation v. GAIL framework)	415
Chapter 5—The Tribunal: Disclosure, Challenge, and Substitution	
QUESTION 1: Section 11(6) application and the narrow enquiry scope post-Krish Spinning	419
QUESTION 2: Unilateral appointment and the Perkins Eastman framework	422
QUESTION 3: Section 14 termination and Section 15 substitution	424
QUESTION 4: Party-appointment procedure failure	427
QUESTION 5: Supreme Court jurisdiction for International Commercial Arbitration appointments	429
QUESTION 6: High Court jurisdiction for domestic appointments	432
QUESTION 7: Delegation of appointment power to an institution	434
QUESTION 8: Seventh Schedule Item 1 and the employer or consultant relationship	436
QUESTION 9: Seventh Schedule Items 6 to 13 and family relationships	439
QUESTION 10: Seventh Schedule Items 14 to 19 and financial interests	441
QUESTION 11: Continuing disclosure obligation under Section 12(2)	444
QUESTION 12: Waiver of Seventh Schedule ineligibility	446
QUESTION 13: Tribunal's own ruling under Section 13(3)	449
QUESTION 14: Section 13 challenge timing and substantive review	451
QUESTION 15: Section 14 de facto inability termination	453
QUESTION 16: Section 15 substitution procedure	456
QUESTION 17: Post-CORE panel appointments	458

QUESTION 18: ICA versus High Court path	460
QUESTION 19: International arbitrator for International Commercial Arbitration	463
QUESTION 20: Article 227 intervention in Section 9 interim-measure context	465
QUESTION 21: Section 9 interim relief; Order XXXVIII Rule 5 CPC and the Essar House versus Sanghi Industries tension	468
QUESTION 22: Section 9 deposit orders against already-realised bank guarantees (the Sanghi Industries caveat)	472
QUESTION 23: Unilateral appointment, express waiver under the proviso to Section 12(5), and post-award challenge under Section 34: the Bhadra International framework	476
QUESTION 24: Pre-2015 Amendment regime under SBP & Co.; res judicata from Section 11 orders on arbitration-agreement existence; the Eminent Colonizers (2026)	481
QUESTION 25: Scope of Section 15(2) substitution jurisdiction; inability of substitution court to declare prior arbitral proceedings a nullity; the Ankhim Holdings (2026)	485
QUESTION 26: Scope of Section 11 referral-court examination; arbitrability of licensor-licensee disputes and the Presidency Small Cause Courts Act bar; the Motilal Oswal Financial Services (2026)	489
QUESTION 27: Section 11 referral-court scope post-SBI General Insurance v. Krish Spinning; no merits review of alleged frivolous or dishonest claims (the Goqii Technologies v. Sokrati Technologies framework)	495
QUESTION 28: No review jurisdiction over Section 11 appointment orders; severability of defective appointment mechanism from arbitration agreement; waiver by sustained participation; the HCC v. BRPNL framework	499
QUESTION 29: Abandonment of earlier arbitration; res judicata and abuse-of-process bar on fresh Section 11 application for same disputes; the Rajiv Gaddh and Nalin Vallabhbbhai Patel framework	503
QUESTION 30: Section 17 arbitrator-ordered interim measures; scope, enforceability, and the post-2015 Amendment framework; the Delhi Airport Metro Express and Amazon v. Future Retail framework	507
QUESTION 31: Emergency arbitrator awards and their Indian enforceability; the Amazon v. Future Retail framework	510
QUESTION 32: Section 9 asset-preservation orders and Mareva-style jurisdiction; the Essar House and Sanghi Industries framework	514
QUESTION 33: Anti-arbitration injunctions; the narrow exception framework; the Kvaerner Cementation, World Sport Group, and Modi Entertainment framework	516
QUESTION 34: Cross-border interim measures; Section 9 for foreign-seated arbitration post-PASL Wind Solutions and the Section 2(2) proviso	520
QUESTION 35: Section 9 of the Arbitration and Conciliation Act, 1996 at the post-award stage; whether an unsuccessful party may invoke Section 9; the Home Care Retail Marts v. Haresh N. Sanghavi (2026 INSC 415)	522

Chapter 6—Kompetenz-Kompetenz and Arbitrability

QUESTION 1: Tribunal's ruling on own jurisdiction	531
QUESTION 2: Validity of the arbitration agreement	533
QUESTION 3: Subject-matter arbitrability	534
QUESTION 4: Non-signatory party	536
QUESTION 5: Counter-claim jurisdictional scope	538
QUESTION 6: Excess of jurisdiction objection timing	540
QUESTION 7: Interaction with Section 11 appointment	542
QUESTION 8: Jurisdictional ruling and interim measures	543
QUESTION 9: Multiple jurisdictional objections	545
QUESTION 10: Preliminary versus combined ruling	546
QUESTION 11: Trust disputes arbitrability	548
QUESTION 12: Corporate dispute arbitrability	550
QUESTION 13: Consumer dispute arbitrability	551
QUESTION 14: Multi-party jurisdictional complexity	553
QUESTION 15: International arbitration jurisdictional considerations	554
QUESTION 16: Emergency jurisdictional scenarios	556
QUESTION 17: Cross-cutting synthesis	557
QUESTION 18: Tribunal impleadment of non-signatory and Section 21 notice	560
QUESTION 19: Non-signatory's presence at arbitration proceedings and Tribunal's procedural control	562
QUESTION 20: Narrow Section 11(6A) referral-court scope; stamp-duty and <i>prima facie</i> existence of arbitration agreement (the In re Interplay seven-Judge Constitution Bench framework)	565
QUESTION 21: Group-of-companies doctrine; binding non-signatory affiliates to arbitration through composite-transaction analysis (the Cox and Kings v. SAP India Constitution Bench framework)	568
QUESTION 22: The non-arbitrability four-fold test; subject-matter non-arbitrability versus in-rem rights (the Vidya Drolia v. Durga Trading Corporation framework)	572
QUESTION 23: The non-signatory veritable-party <i>prima facie</i> test at Section 11; outer boundary of the group-of-companies doctrine (the Hindustan Petroleum v. BCL Secure Premises framework)	575
QUESTION 24: The separability doctrine; survival of arbitration clause despite invalidity of main contract (the Heyman v. Darwins, Enercon, and In re Interplay framework)	578
QUESTION 25: Timing of jurisdictional objections under Section 16(2); waiver by conduct (the MSP Infrastructure Ltd. v. Madhya Pradesh Road Development Corporation framework)	580

QUESTION 26: The alter ego and corporate veil doctrine; piercing for arbitration purposes (the Chloro Controls and ONGC v. Discovery Enterprises framework)	583
QUESTION 27: Jurisdictional excess as ground for setting aside under Section 34(2)(a)(iv); partial setting aside post-Urban Infrastructure (2025)	585
QUESTION 28: Scope of the arbitration agreement; narrow versus broad construction (the Renusagar and McDermott International framework)	587
QUESTION 29: Stamp-duty deficiency and the arbitration agreement; the NN Global Mercantile II and In re Interplay interplay (stamp-duty-specific angle)	589
QUESTION 30: Article 226 and Article 227 jurisdiction against arbitral Tribunal orders; the narrow “patent perversity” exception (the Deep Industries v. ONGC framework)	592
QUESTION 31: Non-signatory joinder post-Cox and Kings; factual integration analysis; the kompetenz-kompetenz of the Tribunal over non-signatory status (the ASF Buildtech v. Shapoorji Pallonji framework)	595
QUESTION 32: Alter ego and corporate veil doctrine; the five-factor test; Section 34 review of Tribunal’s non-signatory findings (the ONGC v. Discovery Enterprises framework)	598
QUESTION 33: Fraud arbitrability; the distinction between “fraud simpliciter” and “serious fraud”; the Ayyasamy v. Paramasivam framework	601
QUESTION 34: No claim-bisection at Section 11; excepted-matters clauses and the disapproval of Emaar India v. Tarun Aggarwal (the Office for Alternative Architecture v. IRCON framework)	604
QUESTION 35: Arbitrability of intellectual-property licence disputes; the in personam and in rem distinction; copyright, trademark, and patent contractual disputes (the Eros International v. Telexmax framework)	607
Chapter 7—The Arbitral Award	
QUESTION 1: Form and content essentials of a valid award	613
QUESTION 2: Reasoning requirement under Section 31(3)	616
QUESTION 3: Interest framework under Section 31(7)	619
QUESTION 4: Writing and majority signature	622
QUESTION 5: Reason for omitted signature	624
QUESTION 6: Date and place under Section 31(4)	627
QUESTION 7: Reasoning requirement in complex commercial disputes	630
QUESTION 8: Delivery of award under Section 31(5)	632
QUESTION 9: Interim award under Section 31(6)	636
QUESTION 10: Consent award under Section 30	639
QUESTION 11: Majority decision in three-arbitrator tribunals	641
QUESTION 12: Separate opinion and concurring opinion	644
QUESTION 13: Section 29A twelve-month baseline and commencement	647

CONTENTS	xxix
QUESTION 14: Mandate termination post-expiry	650
QUESTION 15: Virtual hearings and timeline management	653
QUESTION 16: Pendente lite interest default	655
QUESTION 17: Post-award interest rate	657
QUESTION 18: Interest bars in contracts	660
QUESTION 19: Section 33 correction of computational errors	662
QUESTION 20: Section 33 additional award on omitted claims	665
QUESTION 21: Section 32 termination and consent award under Section 30	668
QUESTION 22: Fraud or corruption in the award	670
QUESTION 23: Partial or severable awards	674
QUESTION 24: Multiple awards in a single reference	678
QUESTION 25: Unworkable awards (Lancor Holdings doctrine)	681
QUESTION 26: Email delivery of award in virtual-hearing arbitration	685
QUESTION 27: Cross-border form requirements and foreign enforcement	689
QUESTION 28: Pendente lite interest and express or implied bar	692
QUESTION 29: Section 33 correction and Tribunal's post-award jurisdiction	695
QUESTION 30: Virtual-hearing award delivery and limitation	698
QUESTION 31: Contractual bars on interest under Section 31(7); the Union of India v. L&T framework and judicial modification of post-award interest	701
QUESTION 32: Electronic evidence certificate under Section 63 Bharatiya Sakshya Adhiniyam, 2023 (formerly Section 65B Indian Evidence Act, 1872) in arbitration; non-mandatory status but practical fatality (the Millennium School framework)	706
QUESTION 33: Contractually agreed interest rates and party autonomy under Section 31(7)(a); no unconscionability doctrine in commercial loan contracts (the BPL Ltd. v. Morgan Securities and Credits framework)	711
QUESTION 34: The majority arbitral award and the dissenting opinion; Section 31 form requirements and Section 34(3) limitation trigger (the Container Corporation of India v. Roadwings International framework)	714
QUESTION 35: Loss-of-profit damages in construction arbitration; the evidentiary requirement; the Hudson Formula as a calculation method, not a substitute for proof (the Unibros v. All India Radio framework)	717

PART II

DOMESTIC ARBITRATION

(Tribunal Mandate, Award Architecture, Setting Aside, Enforcement, and Drafting)

Foundational Concepts, Authorities and First Principles	729
1. Historical Framework	729

1.1	Pre-1940 regime	729
1.2	Arbitration Act, 1940	729
1.3	Arbitration (Protocol and Convention) Act, 1937	730
1.4	Foreign Awards (Recognition and Enforcement) Act, 1961	730
1.5	Arbitration and Conciliation Act, 1996	730
1.6	Amendment framework	730
2.	1996 Act Structural Architecture	731
2.1	Parts 1 to 4	731
2.2	Key definitions (section 2)	731
2.3	Schedules	731
3.	Fundamental Principles	732
3.1	Party autonomy	732
3.2	Kompetenz-kompetenz	732
3.3	Separability	732
3.4	Pro-arbitration policy	733
3.5	Finality of awards	733
3.6	Natural justice and equal treatment	733
3.7	Reasoned awards	733
3.8	Confidentiality (section 42A)	733
4.	Types of Arbitration	734
4.1	Domestic arbitration	734
4.2	International Commercial Arbitration (ICA)	734
4.3	Foreign arbitration / Foreign award	734
4.4	Institutional arbitration	734
4.5	Ad-hoc arbitration	734
4.6	Fast-track / expedited arbitration	734
4.7	Emergency arbitration	735
4.8	Statutory arbitration	735
4.9	Investment arbitration	735
5.	Institutional vs Ad-hoc Framework	735
5.1	Institutional advantages	735
5.2	Ad-hoc advantages	735
5.3	Hybrid frameworks	736
6.	Interplay with Other Legal Frameworks	736
6.1	Code of Civil Procedure, 1908	736
6.2	Contract Act, 1872	736

6.3	Specific Relief Act, 1963	736
6.4	Commercial Courts Act, 2015	736
6.5	Indian Stamp Act, 1899	736
6.6	Limitation Act, 1963	736
6.7	Specialised statutes	737
7.	Key Authorities Spanning Foundational Concepts	737
7.1	Pre-1996 foundational authorities	737
7.2	1996-2015 foundational authorities	737
7.3	Post-2015 foundational authorities	737
8.	Expert Committee and 2024 Bill Proposals	738
9.	Practical Framework for Commercial Practitioners	738
9.1	Starting-point decisions	738
9.2	Draftsmanship principles	739
9.3	Dispute-stage framework	739

NOTE ON HOW THE CHAPTERS ARE CRAFTED 740

Chapter 8—Expedited Arbitration and Emergency Arbitrator

QUESTION ONE: Whether the fast-track procedure was validly invoked and the procedural framework complied with	741
QUESTION TWO: Whether the emergency arbitrator was validly appointed and interim relief properly granted	744
QUESTION THREE: Whether an emergency-arbitrator order is enforceable in India	747
QUESTION FOUR: Whether the written-agreement requirement and timing under Section 29B were satisfied	750
QUESTION FIVE: Whether the sole-arbitrator appointment under Section 29B(2) was validly effected	753
QUESTION SIX: Whether the written-only procedure under Section 29B(3)(a) was correctly followed	756
QUESTION SEVEN: Whether the procedural flexibility under Section 29B(3)(d) was properly exercised	759
QUESTION EIGHT: Whether the six-month deadline under Section 29B(4) was met	761
QUESTION NINE: Whether the extension under Section 29B(5) read with Section 29A was permissible	764
QUESTION TEN: Whether the fee agreement under Section 29B(6) is binding on the parties	766
QUESTION ELEVEN: Whether Section 17 interim measures interface with the Section 29B fast-track framework	769
QUESTION TWELVE: Whether a fast-track award is challengeable under Section 34 on the same grounds as a standard award	771

QUESTION THIRTEEN: Whether a fast-track award is enforceable under Section 36 without procedural distinction	774
QUESTION FOURTEEN: Whether the emergency-arbitrator appointment under the MCIA Rules, 2025 is procedurally valid	776
QUESTION FIFTEEN: Whether the full tribunal can reconsider an emergency-arbitrator order on its merits	780
QUESTION SIXTEEN: Whether Section 9 court relief interacts with the emergency-arbitrator framework after Amazon, Essar House, and Sanghi Industries	783
QUESTION SEVENTEEN: Whether emergency-arbitrator orders bind third parties to the arbitration	786
QUESTION EIGHTEEN: Whether cross-border emergency arbitration is enforceable in Indian Hon'ble Courts	788
QUESTION NINETEEN: Whether the MCIA Rules, 2025 framework is the appropriate institutional choice on the facts	791
QUESTION TWENTY: Whether the DIAC Rules, 2023 framework is the appropriate institutional choice on the facts	794
QUESTION TWENTY-ONE: Whether the SIAC Rules apply to an Indian-connected dispute	796
QUESTION TWENTY-TWO: Whether the ICC Rules framework is suitable for the present dispute profile	799
QUESTION TWENTY-THREE: Whether the institutional-choice criteria favour one institution over another on the facts	801
QUESTION TWENTY-FOUR: Whether institutional or ad-hoc arbitration is the appropriate procedural choice	804
QUESTION TWENTY-FIVE: Whether institutional appointment of arbitrators is preferable to party-appointment on the facts	806
QUESTION TWENTY-SIX: Whether cross-border expedited arbitration is procedurally available on the facts	809
QUESTION TWENTY-SEVEN: Whether the fast-track and expedited award is challengeable on procedural-compression grounds	810
QUESTION TWENTY-EIGHT: Whether the Viswanathan Committee Report 2024 recommendations affect the present procedural framework	812
QUESTION TWENTY-NINE: Whether the 2024 Bill implications for expedited and emergency procedures apply on the facts	815
QUESTION THIRTY: Whether technology integration in expedited arbitration is procedurally valid	817
QUESTION THIRTY-ONE: Whether the institutional-competition framework affects the parties' choice of forum	820
Chapter 9—Curial Law, Substantive Law, Seat and Venue	
QUESTION ONE: Whether the three-law framework in the arbitration clause has been properly distinguished	823

QUESTION TWO: Whether the seat-versus-venue distinction has been correctly drawn on the facts	825
QUESTION THREE: Whether the substantive-law choice in an Indian-seated arbitration is enforceable	827
QUESTION FOUR: Whether the substantive law can be determined where it has not been expressly chosen	830
QUESTION FIVE: Whether the curial-law implications and scope have been correctly identified	832
QUESTION SIX: Whether the law governing the arbitration agreement is the substantive law of the contract or the law of the seat	833
QUESTION SEVEN: Whether the arbitration agreement is severable from the underlying contract	835
QUESTION EIGHT: Whether the kompetenz-kompetenz principle entitles the tribunal to rule on its own jurisdiction	837
QUESTION NINE: Whether the mandatory rules of the seat override the parties' substantive-law choice	839
QUESTION TEN: Whether the dispute qualifies as an international commercial arbitration	841
QUESTION ELEVEN: Whether the parties' autonomy is subject to the limits identified on the facts	843
QUESTION TWELVE: Whether a conflict-of-laws problem arises in the substantive law on the present dispute	845
QUESTION THIRTEEN: Whether the institutional-rules framework displaces or supplements the three-law architecture	847
QUESTION FOURTEEN: Whether the seat can be changed during the arbitration proceedings	849
QUESTION FIFTEEN: Whether the seat designation determines enforcement under Part I or Part II	851
QUESTION SIXTEEN: Whether the implied-seat framework under Hardy Exploration applies on the facts	853
QUESTION SEVENTEEN: Whether the seat is determinable on an ambiguous arbitration clause	854
QUESTION EIGHTEEN: Whether appeals lie before the supervisory Hon'ble Court of the seat or the venue	856
QUESTION NINETEEN: Whether a foreign seat displaces Indian Hon'ble Courts' supervisory jurisdiction	857
QUESTION TWENTY: Whether trade usage under Section 28(3) is engaged on the present commercial pattern	859
QUESTION TWENTY-ONE: Whether the legal-system designation differs from the substantive-law designation on the clause	860

QUESTION TWENTY-TWO: Whether mandatory rules of the seat override the foreign substantive-law choice	861
QUESTION TWENTY-THREE: Whether party autonomy in tribunal composition can be exercised against institutional rules	862
QUESTION TWENTY-FOUR: Whether the language of arbitration is determined by party agreement or by tribunal direction	864
QUESTION TWENTY-FIVE: Whether the arbitrator-qualification and independence requirements have been satisfied	865
QUESTION TWENTY-SIX: Whether a change in the substantive law during the proceedings affects the merits framework	867
QUESTION TWENTY-SEVEN: Whether mandatory substantive rules of Indian law apply notwithstanding party choice	868
QUESTION TWENTY-EIGHT: Whether cross-border arbitration is enforceable under Part II on the facts	869
QUESTION TWENTY-NINE: Whether parallel cross-border proceedings can be restrained on the facts	870
QUESTION THIRTY: Whether the Cox and Kings group-of-companies doctrine binds the non-signatory affiliate	872
QUESTION THIRTY-ONE: Whether the BALCO framework applies to the present international commercial arbitration	873
QUESTION THIRTY-TWO: Whether an Indian-seated foreign-law award is enforceable in India under the domestic-award framework	874
QUESTION THIRTY-THREE: Whether the comprehensive three-law framework integrates coherently on the facts	875
QUESTION THIRTY-FOUR: Whether the law governing the arbitration agreement follows the lex contractus presumption	877
QUESTION THIRTY-FIVE: Whether the statutory forum under the MSMED Act takes precedence over the contractual seat designation	881
Chapter 10—Challenge to Arbitrators, Termination of Mandate and Section 29A	
QUESTION ONE: Whether a post-expiry award is sustainable and the Hon'ble Court retains extension power post-C. Velusamy v. K. Indhera	884
QUESTION TWO: Whether the reasoned-award requirement under Section 31(3) has been satisfied and whether Section 34(2A) patent-illegality challenge is sustainable	888
QUESTION THREE: Whether a Section 33 correction or interpretation extends the Section 34(3) limitation clock	892
QUESTION FOUR: Whether the arbitrator's health-related delay constitutes 'sufficient cause' under Section 29A(5)	896
QUESTION FIVE: Whether the factors for substitution of arbitrator under Section 29A(6) favour replacement on the facts	898

QUESTION SIX: Whether a fee-reduction under the proviso to Section 29A(4) is warranted for tribunal-attributable delay	902
QUESTION SEVEN: Whether Section 29A interplays with the fast-track Section 29B framework on the facts	905
QUESTION EIGHT: Whether the Section 31(2) signature requirement is satisfied where a dissenting arbitrator declines to sign	908
QUESTION NINE: Whether the Section 31(4) date-and-place-of-award requirement has been correctly applied	911
QUESTION TEN: Whether the Section 31(5) signed-copy delivery commences the Section 34(3) clock	913
QUESTION ELEVEN: Whether the tribunal's discretion in awarding pre-award interest under Section 31(7)(a) has been validly exercised	916
QUESTION TWELVE: Whether the post-award interest under Section 31(7)(b) at 2 per cent above current rate has been correctly computed	919
QUESTION THIRTEEN: Whether compound interest is permissible following Hyder Consulting	922
QUESTION FOURTEEN: Whether an interim award under Section 31(6) is distinguishable from an interim order on the facts	925
QUESTION FIFTEEN: Whether an interim award on limitation is permissible following IFFCO v. Bhadra Products	927
QUESTION SIXTEEN: Whether bifurcation of proceedings through interim award is procedurally valid	930
QUESTION SEVENTEEN: Whether the Section 31A costs framework and Fourth Schedule fee-scale govern the present cost allocation	933
QUESTION EIGHTEEN: Whether the arbitrator's unilateral fee fixation is sustainable following Afcons Gunanusa	936
QUESTION NINETEEN: Whether costs are to be allocated on conduct following the proportionate loser-pays framework	938
QUESTION TWENTY: Whether the Section 30 consent award reflects a valid settlement during arbitration	941
QUESTION TWENTY-ONE: Whether the Mediation Act, 2023 Section 27 settlement framework displaces the Section 30 consent-award framework	944
QUESTION TWENTY-TWO: Whether the claimant's withdrawal under Section 32(2)(a) is barred by the respondent's legitimate interest	946
QUESTION TWENTY-THREE: Whether the proceedings are properly terminated under Section 32 or by Section 25 default	949
QUESTION TWENTY-FOUR: Whether the arithmetical correction under Section 33(1)(a) is within the scope-limit framework	951
QUESTION TWENTY-FIVE: Whether the wrong-party-name clerical error is a permissible Section 33(1)(a) correction	954

QUESTION TWENTY-SIX: Whether the Section 33(1)(b) interpretation requires the parties' express agreement	956
QUESTION TWENTY-SEVEN: Whether the tribunal's sua sponte correction under Section 33(2) was procedurally valid	959
QUESTION TWENTY-EIGHT: Whether the Section 33(4) additional award covers the omitted claim on the facts	961
QUESTION TWENTY-NINE: Whether the Section 33(5) extension of time is justified by exceptional circumstances	964
QUESTION THIRTY: Whether a digital award with electronic signatures satisfies the authenticity and signature requirements	967
QUESTION THIRTY-ONE: Whether multi-party award delivery to a corporate-structured respondent is properly effected	969
QUESTION THIRTY-TWO: Whether the dispositive-part-versus-reasoning inconsistency is fatal to the award	972
QUESTION THIRTY-THREE: Whether the dissenting opinion has independent legal status and is enforceable	974
QUESTION THIRTY-FOUR: Whether the Section 34(3) time-limit after Section 33 disposal operates as a dual-clock interaction	977
QUESTION THIRTY-FIVE: Whether the cumulative Section 33 and Section 34 time-limits permit the limitation strategy proposed	980
QUESTION THIRTY-SIX: Whether the award language and translation framework under Section 22 and Section 31 has been correctly applied	982
QUESTION THIRTY-SEVEN: Whether the arbitrator's withdrawal after a partial award is governed by Section 14 read with Section 15	985
QUESTION THIRTY-EIGHT: Whether the ex parte award meets due-process safeguards on the facts	987
QUESTION THIRTY-NINE: Whether the comparative framework distinguishes foreign-award from domestic-award enforcement	990
QUESTION FORTY: Whether the cross-cutting award-stage doctrines integrate coherently on the present facts	992
QUESTION FORTY-ONE: Whether Section 12(5) ineligibility affects the validity of the underlying arbitration agreement	996
QUESTION FORTY-TWO: Whether the tribunal-stage waiver of jurisdictional objection is binding at later stages	998
QUESTION FORTY-THREE: Whether the 'Court' under Section 29A(4) is the Section 2(1)(e) Hon'ble Court or the Section 11(6) referral Hon'ble Court following the Jagdeep Chowgule (2026) framework	1001
QUESTION FORTY-FOUR: Whether the substitution of a sole arbitrator under Section 29A(6) is permissible where the mandate has expired under Section 29A(4) following the Mohan Lal Fatehpuria framework	1006

QUESTION FORTY-FIVE: Whether Section 32 is exhaustive and whether termination for non-payment of fees under Section 38(2) survives the procedural-review-versus-merits-review distinction following the Harshbir Singh Pannu framework	1011
QUESTION FORTY-SIX: Whether a Section 33 application defers the Section 34(3) limitation trigger irrespective of outcome, resolving the Damani Construction and Ved Prakash Mithal conflict following the Geojit Financial Services v. Sandeep Gurav framework	1016
Chapter 11—Setting Aside of Arbitral Awards and Section 37 Appeals	
QUESTION ONE: Whether the patent-illegality challenge under Section 34(2A) succeeds on reasoning-inadequacy grounds	1020
QUESTION TWO: Whether the public-policy challenge under Section 34(2)(b)(ii) succeeds on fundamental-policy-of-Indian-law grounds	1024
QUESTION THREE: Whether the Section 34(4) remand for curable defects is engaged following Kinnari Mullick	1027
QUESTION FOUR: Whether Explanation 1(i) bars the award on grounds of fraud in procurement of the arbitration	1030
QUESTION FIVE: Whether Explanation 1(i) bars the award on grounds of corruption of the arbitrator	1033
QUESTION SIX: Whether Explanation 1(ii) bars the award on grounds of violation of a mandatory statute	1036
QUESTION SEVEN: Whether Explanation 1(ii) bars the award on grounds of Constitutional law violation	1039
QUESTION EIGHT: Whether Explanation 1(iii) bars the award on grounds of conflict with the most basic notions of morality	1042
QUESTION NINE: Whether the award is patently illegal for ignoring a specific quantum-cap contract clause	1045
QUESTION TEN: Whether the award is patently illegal as contrary to the substantive law of India	1048
QUESTION ELEVEN: Whether the award is patently illegal on grounds of perversity in reasoning	1051
QUESTION TWELVE: Whether the award is patently illegal on grounds of perversity in fact-finding	1054
QUESTION THIRTEEN: Whether the Explanation 2 bar precludes merits re-examination on the present grounds	1057
QUESTION FOURTEEN: Whether Section 34(2)(a)(i) party-incapacity ground is made out on the facts	1060
QUESTION FIFTEEN: Whether Section 34(2)(a)(ii) arbitration-agreement-invalidity ground is made out on the facts	1063
QUESTION SIXTEEN: Whether Section 34(2)(a)(iii) proper-notice-of-arbitrator-appointment ground is made out	1066

QUESTION SEVENTEEN: Whether Section 34(2)(a)(iii) inability-to-present-case-despite-notice ground is made out	1069
QUESTION EIGHTEEN: Whether the award is beyond the scope of submission under Section 34(2)(a)(iv)	1071
QUESTION NINETEEN: Whether the arbitral procedure was per agreement under Section 34(2)(a)(v)	1074
QUESTION TWENTY: Whether ‘sufficient cause’ under Section 34(3) extends the limitation grace period on the facts	1076
QUESTION TWENTY-ONE: Whether multiple-party corporate receipt commences the Section 34(3) clock effectively	1078
QUESTION TWENTY-TWO: Whether the absolute 120-day outer limit under Section 34(3) bars the present challenge	1081
QUESTION TWENTY-THREE: Whether the dispute is non-arbitrable under the Section 34(2)(b)(i) framework	1083
QUESTION TWENTY-FOUR: Whether the tenancy dispute is non-arbitrable following Vidya Drolia	1086
QUESTION TWENTY-FIVE: Whether Section 34(4) remand on reasoning-inadequacy grounds is engaged on the facts	1088
QUESTION TWENTY-SIX: Whether the Section 34(4) remand is within the permissible scope-limit framework	1090
QUESTION TWENTY-SEVEN: Whether Section 34 summary procedure or evidentiary trial is the appropriate procedural framework	1092
QUESTION TWENTY-EIGHT: Whether the burden of proof in Section 34 proceedings has been correctly discharged	1094
QUESTION TWENTY-NINE: Whether the Section 37 appeal is within the permissible scope of appellate review	1096
QUESTION THIRTY: Whether fresh evidence in Section 34 proceedings is admissible on exceptional-circumstances grounds	1098
QUESTION THIRTY-ONE: Whether Hon’ble Supreme Court leave under Section 37(3) ought to be granted on the facts	1101
QUESTION THIRTY-TWO: Whether the Section 34 challenge interacts with Section 36 enforcement on the facts	1103
QUESTION THIRTY-THREE: Whether the multi-ground Section 34 challenge can succeed in part	1105
QUESTION THIRTY-FOUR: Whether the domestic and foreign-award challenge frameworks operate distinctly on the facts	1108
QUESTION THIRTY-FIVE: Whether the Hon’ble Court can address delay tactics in Section 34 proceedings on the present record	1110
QUESTION THIRTY-SIX: Whether the amendment of the Section 34 application is within permissible scope	1112

QUESTION THIRTY-SEVEN: Whether the withdrawal of the Section 34 application carries adverse consequences on the merits	1115
QUESTION THIRTY-EIGHT: Whether the Section 34 challenge is maintainable during CIRP under the IBC interaction framework	1117
QUESTION THIRTY-NINE: Whether the cross-cutting Section 34 framework integrates coherently on the comprehensive fact pattern	1119
QUESTION FORTY: Whether the Hon'ble Court has power to modify arbitral awards following the Gayatri Balasamy Constitution Bench decision	1122
QUESTION FORTY-ONE: Whether delay in pronouncement of the award renders the award unworkable	1125
QUESTION FORTY-TWO: Whether the Section 34 limitation has been correctly computed on the facts	1128
QUESTION FORTY-THREE: Whether the Section 34 and Section 37 scope and the Hon'ble Court's modification-limits framework apply following L&T v Puri Construction and Consolidated Construction Consortium	1131
QUESTION FORTY-FOUR: Whether the Section 37 appellate scope on contract interpretation permits reversing a Section 34-affirmed arbitral award following the Jan De Nul Dredging (2026) framework	1134
QUESTION FORTY-FIVE: Whether 'subsequent legislation' clauses, BOCW Act and Cess Act operational dates, and the narrow Section 34 and Section 37 review of plausible contract interpretation following the Prakash Atlanta (JV) (2026) framework, sustain the award	1140
QUESTION FORTY-SIX: Whether the Section 37 appeal is within the limitation prescribed under the Commercial Courts Act framework following the Borse Brothers three-statute framework	1145
QUESTION FORTY-SEVEN: Whether 'sufficient cause' for government and public-sector appellants under Section 37 is made out following the Postmaster General line post-Borse Brothers	1151
QUESTION FORTY-EIGHT: Whether the small-value pocket under Articles 116 and 117 of the Limitation Act applies in the dual-regime structure post-Borse Brothers	1156
QUESTION FORTY-NINE: Whether the patent-illegality scope under Section 34 and Section 37 satisfies the 'no evidence' standard following the Ramesh Kumar Jain v BALCO framework	1161
QUESTION FIFTY: Whether rewriting of the contract amounts to patent illegality under Section 28(3) and Section 34(2)(b)(ii) following the Indian Railways Catering and Brandavan Food framework	1164
QUESTION FIFTY-ONE: Whether the high interest rate offends post-2015 public policy following the Sri Lakshmi Hotel v Sriram City Union Finance framework	1167
QUESTION FIFTY-TWO: Whether partial setting aside of arbitral awards under Section 34(2)(a)(iv) proviso is permissible on the omne majus continet in se minus principle following the Urban Infrastructure v Neelkanth Realty framework	1170

QUESTION FIFTY-THREE: Whether the three-month-versus-90-day limitation under Section 34(3) is to be construed as calendar months following the RK Transport v. Bharat Aluminium Company framework	1173
QUESTION FIFTY-FOUR: Whether the narrow Section 34 and Section 37 scope on contract interpretation and technical findings by expert bodies sustains the award following the Somdatt Builders v NHAI framework	1176
QUESTION FIFTY-FIVE: Whether the concurrent-findings doctrine and the 'restriction travels with Section 37' principle apply following the MMTC Ltd v Vedanta Ltd framework	1179
QUESTION FIFTY-SIX: Whether the Section 34(3) limitation for governmental parties commences from signed-copy-to-competent-decision-maker following the Motilal Agarwala v State of West Bengal framework	1183
QUESTION FIFTY-SEVEN: Whether the scope and limits of Section 34(4) remit to the Arbitral Tribunal permit only curative intervention without merits review following the NHAI v Trichy Thanjavur Expressway framework	1187
Chapter 12—Finality and Enforcement of Domestic Awards	
QUESTION ONE: Whether standard Section 36 execution is available post-2015 without an automatic stay	1194
QUESTION TWO: Whether a Section 36(3) stay is sustainable with security deposit on the facts	1196
QUESTION THREE: Whether a fraud-based automatic stay applies under the 2021 amendment	1199
QUESTION FOUR: Whether the pre-2015 to post-2015 transition framework following BCCI v. Kochi Cricket governs the present award	1201
QUESTION FIVE: Whether a stay without security is within the Hon'ble Court's discretion on the facts	1203
QUESTION SIX: Whether cash deposit or bank guarantee is the Hon'ble Court's preferred form of security	1205
QUESTION SEVEN: Whether a partial stay for part of the award is permissible on the facts	1207
QUESTION EIGHT: Whether interest accrues during the stay period	1209
QUESTION NINE: Whether the limitation for Section 36 execution is determined by Government of India v. Vedanta	1211
QUESTION TEN: Whether the execution jurisdiction is determined by the Sundaram Finance framework	1213
QUESTION ELEVEN: Whether garnishee orders against bank accounts under CPC Order XXI are available on the facts	1215
QUESTION TWELVE: Whether the specific-performance award is enforceable in execution	1217
QUESTION THIRTEEN: Whether contempt jurisdiction lies for non-compliance with the award	1219

QUESTION FOURTEEN: Whether reserve-price disputes in the execution sale are sustainable on the facts	1220
QUESTION FIFTEEN: Whether the judgment-debtor's objections to execution are sustainable on the facts	1222
QUESTION SIXTEEN: Whether third-party claims in execution are maintainable on the facts	1224
QUESTION SEVENTEEN: Whether resistance to execution under Order XXI Rule 97 is sustainable on the facts	1226
QUESTION EIGHTEEN: Whether the modes of execution under Order XXI Rule 30 are exhaustive on the facts	1227
QUESTION NINETEEN: Whether decree transfer across jurisdictions is procedurally available	1229
QUESTION TWENTY: Whether limitation extensions and exclusions apply on the facts	1231
QUESTION TWENTY-ONE: Whether government-award execution attracts special procedural treatment	1233
QUESTION TWENTY-TWO: Whether public-sector-undertaking award execution attracts special procedural treatment	1234
QUESTION TWENTY-THREE: Whether the MSMED Act award execution framework displaces the standard Part I framework	1236
QUESTION TWENTY-FOUR: Whether small-sum awards are economically viable for execution on the facts	1238
QUESTION TWENTY-FIVE: Whether interim awards are enforceable as final awards under Section 36	1239
QUESTION TWENTY-SIX: Whether a Section 30 consent award is enforceable on the same footing as a contested award	1241
QUESTION TWENTY-SEVEN: Whether partial-award execution is procedurally available on the facts	1242
QUESTION TWENTY-EIGHT: Whether execution costs and fees are recoverable from the judgment-debtor	1244
QUESTION TWENTY-NINE: Whether the foreign-award enforcement framework under Part II applies on the facts	1245
QUESTION THIRTY: Whether the IBC moratorium operates as a bar to enforcement	1247
QUESTION THIRTY-ONE: Whether interim relief is available post-award pending execution	1248
QUESTION THIRTY-TWO: Whether contempt jurisdiction supplements the enforcement framework	1250
QUESTION THIRTY-THREE: Whether delay tactics in enforcement can be addressed by the executing Hon'ble Court	1252
QUESTION THIRTY-FOUR: Whether the cross-cutting enforcement framework integrates coherently on the comprehensive scenario	1253

QUESTION THIRTY-FIVE: Whether appealability under the Commercial Courts Act framework follows the Kandla Export framework	1255
QUESTION THIRTY-SIX: Whether Section 36(3) fraud-based stay justifies impleadment of the arbitrator following the WBIDC v. Tata Motors framework	1258
QUESTION THIRTY-SEVEN: Whether Section 36 enforcement is maintainable against non-signatory group entities post-CIRP following the Paharpur Cooling Towers framework	1261
QUESTION THIRTY-EIGHT: Whether operational-debt classification, pre-existing dispute under Mobilox, and Section 34 pendency operate as barriers to Section 9 IBC proceedings following the Sushil Kanugolu and Samunnati Agro interface	1266
QUESTION THIRTY-NINE: Whether execution of an arbitral award can be stalled by pendency of a Section 37 appeal without stay following the Chakardhari Sureka v. Prem Lata Sureka framework	1274
Chapter 13—Drafting Arbitration Agreements and Cross-Border Enforcement	
QUESTION ONE: Whether the defective arbitration clause can be rescued by Section 7 drafting principles	1278
QUESTION TWO: Whether DIAC 2023 or MCIA 2025 is the appropriate institutional choice on the facts	1282
QUESTION THREE: Whether an integrated emergency-arbitrator-and-expedited clause is suitable for the high-stakes distribution agreement	1286
QUESTION FOUR: Whether non-signatories are bound by the arbitration clause through party-identification and capacity analysis	1290
QUESTION FIVE: Whether the scope-of-disputes language is broad or narrow on the present clause	1293
QUESTION SIX: Whether mandatory or permissive language has been used following NAGREEKA INDCON	1296
QUESTION SEVEN: Whether the written-form requirement is satisfied by incorporation by reference	1300
QUESTION EIGHT: Whether the number-of-arbitrators and appointment-machinery design is enforceable on the facts	1303
QUESTION NINE: Whether the seat-versus-venue ambiguity in the present clause has been correctly resolved	1306
QUESTION TEN: Whether the language-of-arbitration designation is enforceable on the facts	1310
QUESTION ELEVEN: Whether the governing law of the contract and of the arbitration agreement have been correctly distinguished	1313
QUESTION TWELVE: Whether the arbitration clause survives invalidity of the underlying contract on severability grounds	1316
QUESTION THIRTEEN: Whether the unstamped arbitration agreement is enforceable	1319

QUESTION FOURTEEN: Whether a DIAC 2023 drafted clause is suitable for the technology contract	1322
QUESTION FIFTEEN: Whether an MCIA 2025 drafted clause is suitable for the financial-services contract	1326
QUESTION SIXTEEN: Whether an ICA drafted clause is suitable for the manufacturing contract	1329
QUESTION SEVENTEEN: Whether an IIAC drafted clause is suitable for the public-infrastructure contract	1332
QUESTION EIGHTEEN: Whether a SIAC drafted clause is suitable for the India-Singapore commercial contract	1335
QUESTION NINETEEN: Whether an ICC drafted clause is suitable for the large India-EU commercial contract	1338
QUESTION TWENTY: Whether an LCIA drafted clause is suitable for the India-UK financial-services contract	1341
QUESTION TWENTY-ONE: Whether an HKIAC drafted clause is suitable for the India-China commercial contract	1344
QUESTION TWENTY-TWO: Whether an NP Arbitration ad-hoc framework clause is suitable on the facts	1346
QUESTION TWENTY-THREE: Whether an ad-hoc UNCITRAL-based clause is suitable on the facts	1349
QUESTION TWENTY-FOUR: Whether a hybrid institutional-and-ad-hoc clause is suitable on the facts	1352
QUESTION TWENTY-FIVE: Whether a multi-tier institutional clause incorporating negotiation, mediation, and arbitration is enforceable	1355
QUESTION TWENTY-SIX: Whether a standalone emergency-arbitrator clause is enforceable on the facts	1358
QUESTION TWENTY-SEVEN: Whether a Section 29B fast-track clause is suitable for the dispute profile	1361
QUESTION TWENTY-EIGHT: Whether the institutional expedited procedures comparison favours one institution over another	1364
QUESTION TWENTY-NINE: Whether a multi-tier clause with emergency-override is enforceable	1367
QUESTION THIRTY: Whether the emergency arbitrator and the Indian-enforcement framework after Amazon v. Future Retail apply on the facts	1370
QUESTION THIRTY-ONE: Whether expedited procedure in cross-border contracts is procedurally available on the facts	1374
QUESTION THIRTY-TWO: Whether the scope of emergency relief encompasses the categories sought on the facts	1377
QUESTION THIRTY-THREE: Whether the expedited or standard track is the appropriate procedural choice on the facts	1380

QUESTION THIRTY-FOUR: Whether the construction and EPC arbitration clause is suitable for the project profile	1383
QUESTION THIRTY-FIVE: Whether the Shareholders Agreement and Joint Venture arbitration clause is enforceable	1386
QUESTION THIRTY-SIX: Whether the Share Purchase Agreement dispute-resolution clause is enforceable on the facts	1389
QUESTION THIRTY-SEVEN: Whether the senior-executive Employment Agreement arbitration clause is enforceable post-Niranjan Shankar Golikari and Superintendence Co.	1392
QUESTION THIRTY-EIGHT: Whether the Master Services Agreement (Technology) arbitration clause is enforceable on the facts	1395
QUESTION THIRTY-NINE: Whether the Distribution and Franchise arbitration clause is enforceable on the facts	1398
QUESTION FORTY: Whether the Real Estate and Development Agreement arbitration clause is enforceable on the facts	1401
QUESTION FORTY-ONE: Whether the malafide-drafted dispute clause is liable to be rejected following the Hon'ble Supreme Court's deprecation in South Delhi MCD v. SMS	1404
QUESTION FORTY-TWO: Whether the one-party opt-out option clause is enforceable following Tata Capital v. Vijay Devij Aiya	1407
QUESTION FORTY-THREE: Whether the foreign judgment is enforceable under Section 13 CPC and Section 47 FERA following the Messer Griesheim framework	1411
QUESTION FORTY-FOUR: Whether enforcement of the foreign award under Part II is confined to parties between whom made and whether Section 9 cannot fasten liability on non-parties following the Ningbo Aux v. Amstrad Consumer framework	1417