DISPUTE RESOLUTIONS

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Message to the Readers

What is an arbitrable dispute?

One of the terms frequently used in arbitration proceedings is 'arbitrability' with reference to a dispute,which has not been defined in the Arbitration and Conciliation Act 1996 ("**Act**"). Its meaning and application have therefore evolved through a process of judicial interpretation.

Primarily, arbitration is a process which only facilitates resolution of private disputes. It is neither advisable nor appropriate that disputes where public interest issues are involved are resolved through private mode without interference by courts.

As stated earlier,presently the term 'arbitrability' has no defined meaning under Indian laws.However, the Supreme Court of India has dealt with this in detail in ***Booz Allen and Hamilton Inc. vs. SBI Home Finance Limited***. To determine whether a dispute is arbitrable, the Supreme Court has prescribed a three-prongedtest. This test provides that the court goes into three aspectsrelating to a dispute:(i) the nature of the dispute and whether it is to be resolved by arbitration or in courts; (ii) presence of the matter of the dispute in the arbitration agreement, and (iii) the nature of redressal sought by the parties through arbitration.

Interestingly, the Actdoes not categorize any dispute as 'non-arbitrable' *per se*. Therefore, primarily the assumption is that all disputes that arise in human transactions are arbitrable. There are however some provisions in the Act that make inroads into this broad generalisation. For instance, section 2(3) of the Actprovides that the Act would be consistent with the laws that exclude certain disputes from being arbitrable. Further, sections 38(2)(b) and 48(2) of the Act elaborate upon the power of national courts to set aside or disapprove enforcement where *"the subject-matter of the dispute is not capable of settlement by arbitration under the law for the time being in force"* or *"if the award is in conflict with the public policy of India*." Therefore, the broad and generalised assumption that all disputes are arbitrable is whittled down by the application of these provisions.

The often referred-to decision to decide arbitrability of disputes is the earlier cited judgement of the Supreme Court in ***Booz Allen***. The Supreme Court in ***Booz Allen*** observed that disputes that revolve around *rights in personam* are arbitrable, whereas those disputes which relate to *rights in rem* are incapable of being resolved by arbitration. However, it is permissible to settle a dispute with a subordinate *right in personam* arising from *right in rem* which is the subject matter of arbitration. In ***Olympus Superstructures Pvt vs. Meena Vijay Khetan,*** the Supreme Court approved arbitration for a settlement of claims between parties (*right in personam*) arising out of a dispute that had the element of *right in rem*. Following ***Booz Allen***, in ***Kingfisher Airlines Limited vs. Prithvi Malhotra Instructor***, a new condition for arbitrability of a dispute was introduced. In this case, the Bombay High Court observed that even in an *in personam* dispute, arbitration can be denied if that dispute is reserved for a public forum by virtue of laws in force or policies of government. This does not mean that disputes for which special tribunals are provided are *per se* not arbitrable. Instead, the dispute would be non-arbitrable where special rights and obligations are conferred to tribunals to the exclusion of national courts by enactments with regards to the dispute.

On a similar principle, in ***Natraj Studios Pvt. Ltd. vs. Navrang Studios***, the Supreme Court rejected the contention of subjecting a dispute falling under the Rent Control Act to arbitration on the ground that the Rent Control Act confers special power and rights to the tribunal giving it exclusive jurisdiction to adjudicate upon rent disputes.

Thus, it is clear that a two-fold enquiry is required to determine arbitrability of an issue in the context of arbitration in India. At first, one needs to determine whether the subject matter of dispute is a '*right in rem*' or '*right in personam*'; *rights in rem* are not amenable to arbitration. If the subject matter of the dispute is a *right in personam*, then a second level enquiry is required to identify whether the dispute is reserved by legislative enactments to be resolved by a public fora or special tribunal. If the second enquiry is answered inthe affirmative, the dispute cannot be subject to arbitration.

The above is the practice currently followed in courts of India to determine whether a dispute is capable of being referred to arbitration.

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LEGAL UPDATES

❖ **Future Retail approaches Delhi High Court seeking stay of SIAC Order**

- Future Retail has prayed that the Delhi High Court quash and set aside the order passed by the Singapore International Arbitration Centre on 21st October, 2021which had put its asset sale with Reliance Retail on hold and rejected its request for lifting of the earlier interim stay granted by an emergency arbitrator.
- The impugned Order also rejected Future Retail's contention that it be excluded from the ongoing commercial disputes with Amazon Inc. as it was not a party to the dispute between its promoter Future Coupons Private Limited and Amazon Inc.
  https://indianexpress.com/article/business/future-retail-party-to-dispute-with-amazon-singapore-panel-7582487/
  https://www.gadgetsnow.com/tech-news/future-retail-moves-delhi-high-court-against-siac-order/articleshow/87341568.cms
  https://www.businesstoday.in/latest/corporate/story/future-retail-asks-delhi-court-to-quash-singapore-arbitration-panels-block-on-asset-sale-310641-2021-10-27

❖ **India notifies final rules for settling Cairn Energy, Vodafone tax cases**

- India has notified the Income-tax (31st Amendment) Rules, 2021, effective 1st October, 2021, which contain ground rules for settling 17 tax disputes with multinational companies like Cairn Energy Plc. and Vodafone Plc. that involved use of an anti-abuse provision introduced in tax laws in 2012 on past transactions.
- The Rules explain the manner in which businesses have to meet conditions specified in the Income Tax Act such as withdrawal of appeals, arbitration and waiving off rights to pursue claims and remedies.
  https://www.livemint.com/news/india/india-notifies-final-rules-for-settling-cairn-energy-vodafone-tax-cases-11633164308784.html

❖ **Arbitrator cannot award pendente lite interest where contract expressly bars this**

- In the case of ***Garg Builders vs. Bharat Heavy Electricals Limited***, the Supreme Court has held that the arbitrator does not have the power to grant pendente lite interest when the arbitration agreement explicitly bars the payment of interest.
- In arriving at this decision, the court elaborated on the interplay between the provisions of the Arbitration and Conciliation Act, 1996, Indian Contract Act, 1827 and the Interest Act, 1978 and particularly to Section 31(7)(a) of the Arbitration Act. It also referred to the decisions *inter alia* in ***Sayeed Ahmed and Company vs. State of Uttar Pradesh &Ors., SreeKamatchi Amman Constructions vs. DivisionalRailway Manager (Works), Palghat &Ors***. and ***Sri ChittaranjanMaity vs. Union of India***
  https://drive.google.com/file/d/1RsDBUfkQiTbOl-hun2xLQRW9XDuQ7Nof/view

❖ **Supreme Court: Interplay between courts and arbitral tribunals on interim relief is settled**

- In the case of ***Arcelor Mittal Nippon Steel (India) Ltd vs. Essar Bulk Terminal Ltd***, the Supreme Court has settled the position on the interplay of the powers to grant interim reliefs between the courts under Section 9, and arbitral tribunals under Section 17 of the Arbitration and Conciliation Act, 1996.
- The Court held that: *"95. On a combined reading of Section 9 with Section 17 of the Arbitration Act, once an Arbitral Tribunal is constituted, the Court would not entertain and/or in other words take up for consideration and apply its mind to an application for interim measure, unless the remedy under Section 17 is inefficacious, even though the application may have been filed before the constitution of the Arbitral Tribunal. The bar of Section 9(3) would not operate, once an application has been entertained and taken up for consideration, as in the instant case, where hearing has been concluded and judgment has been reserved."*
- It further stated: *"98…Unless applications for interim measures are decided expeditiously, irreparable injury or prejudice may be caused to the party seeking interim relief. 99. It could, therefore, never have been the legislative intent that even after an application under Section 9 is finally heard relief would have to be declined and the parties be remitted to their remedy under Section 17."*
  https://www.thehindubusinessline.com/business-laws/interplay-of-powers-between-courts-and-arbitral-tribunals-sc-settles-issue/article36813127.ece
  https://main.sci.gov.in/supremecourt/2021/19847/19847_2021_8_1501_29979_Judgement_14-Sep-2021.pdf

❖ **Goldbricks Infra gets interim arbitration relief against Godrej Properties**

- In respect of disputes between Godrej Properties and Goldbricks Infrastructure in relation to a development management agreement executed between them for a residential project in Nagpur, an arbitration tribunal has passed an interim award against realty developer Godrej Properties and has directed it to deposit Rs. 140 Crores within 10 days of the order passed on 19th October 2021.
  https://economictimes.indiatimes.com/industry/services/property-/-cstruction/goldbricks-infra-gets-interim-arbitration-relief-against-godrej-properties/articleshow/87191034.cms?utm_source=contentofinterest&utm_medium=text&utm_campaign=cppst

❖ **Choice of a venue is the choice of an arbitral seat in absence of any indication to the contrary**

- In the case of ***S.P. Singla Constructions Pvt. Ltd. vs. Construction and Design Services***, the High Court of Delhi held that, *"…in the considered opinion of this Court, the role of ICADR Rules shall come into play with regard to procedure to be followed, only after the arbitrationcommences before the appropriate jurisdiction of law…".*
- The Court reiterated the decision of the Supreme Court in ***BGS SGS SOMA JV vs. NHPC, (2020) 4 SCC 234,*** which held that: 'if the arbitration agreement provides that arbitration proceedings "shall be held" at a particular venue, then that indicates arbitration proceedings would be anchored at such venue, and therefore, the choice of venue is also a choice of the seat of arbitration'
  https://www.livelaw.in/pdf_upload/sp-singla-vs-up-designs-23092021-401288.pdf

ARBITRATION AND ELECTRICITY ACT, 2003: COMPLETE END TO PARTY AUTONOMY

By Rimali Batra

"Generaliaspecialibus non derogant", meaning the general law should yield to the special law. In case of arbitrations where the parties have already agreed to arbitrate their disputes and the dispute is placed before a court under general law, the courts would yield to the special law and refer the parties to arbitration. In such cases, courts are not even required to see whether they still have jurisdiction under general law, for ascertaining the existence of an applicable special law. Yielding to the special law is with the objective of resolving issues without delay and complications of forum shopping and res judicata among various other reasons. Hence, once there is an agreement between the parties to refer the disputes or differences arising out of an agreement to arbitration, and in case either party, ignoring the terms of the agreement, approaches the civil court and the other party, in terms of Section 8 of the Arbitration and Conciliation Act, 1996 ("**Arbitration Act**") moves to the court for referring the parties to arbitration before the first statement on the substance of the dispute is filed, in view of the pre-emptory language of Section 8 of the Arbitration Act, it is obligatory for the court to refer the parties to arbitration in terms of the agreement.

However, the above stated 'special law' status of arbitration agreements stands diluted in cases where there is another 'special legislation' specifically providing for treatment of disputes that may be referred to arbitration proceedings. This article discusses the scope of applicability of the Arbitration Act and appointment of arbitrators in cases arising under Electricity Act, 2003 ("**Electricity Act**") being a special legislation governing generation, transmission, distribution, trading and use of electricity and for taking measures conducive to development of electricity industry, promoting competition, protecting interest of consumers and supply of electricity to all areas, rationalization of electricity tariff, ensuring transparent policies regarding subsidies, promotion of efficient and environmentally benign policies.

The contracts among electricity generators, distributors and transmission companies cover a variety of technically complex and time sensitive issues, which are often cyclical. Under the Electricity Act, the central and state electricity regulators can either decide disputes between licensees and generating companies or refer any dispute for arbitration. The term 'licensees' refers to electricity transmission, distribution and trading companies that must obtain licenses to operate.

In light of Section 86(1)(f) of the Electricity Act, the sole jurisdiction over the case rests with the State Electricity Commission. The Supreme Court in the case of ***Gujarat Urja Vikas Nigam Limited vs. Essar Power Limited*** *[(2008) 4 SCC 755]*, observed, "*according to the well-established principles of statutory interpretation, the word "and" can sometimes mean "or", and vice versa. The word "and" used in Section 86(1)(f) of the Electricity Act, 2003, between the words "generating companies" and the words "refer any dispute to" actually means "or"*." Hence, the question of appointment of arbitrator under Section 11(6) of the Arbitration Act does not arise. For ease of reference, Section 86 (1) (f) reads as follows:

> "***Section 86:*** *Functions of State Commission:* ***(1)*** *The State Commission shall discharge the following functions, namely:*
>
> > ***(f)*** *adjudicate upon the disputes between the licensees and generating companies* ***and*** *to refer any dispute for arbitration;"*

The Supreme Court also held that if Section 86(1)(f) of the Electricity Act is notinterpreted in the above manner, it would lead to an 'anomalous situation' whereby the State Electricity Commission would be erroneously tasked with both, adjudicating a dispute as well as referring the same to an arbitrator.

The Supreme Court also clarified that Section 86(1)(f) of the Electricity Act is a special provision and, as such, would have an overriding effect on Section 11(6) of the Arbitration Act. In this respect, the court had relied on the judgment in the case of ***Hindustan Zinc Limited (H.Z.L.) vs. Ajmer Vidyut Vitran Nigam Limited*** *(Civil Appeal No. 9212 of 2019)* wherein the Supreme Court has remarked "*it is trite law that jurisdiction cannot be assumed by consent of the parties*".

Additionally, the Supreme Court also noted that Section 174 of the Electricity Actexpressly states that the provisions of the Electricity Act would have an overriding effect in the event of a clash or conflict with any other existing law in force. In such cases, even where one of the parties has not raised an objection as to maintainability or jurisdiction at the stage of the first application for appointment of arbitrator before the High Court, under Section 11(6) of the Arbitration Act, the Supreme Court held that objections as to maintainability are basic in nature and it is the duty of the court to address the same. Moreover, an objection as to the maintainability goes to the very root of the case, and therefore not raising such an objection at an earlier stage does not preclude the court from entertaining it at a later stage.

Hence, in terms of Section 86 (1)(f) of the Electricity Act, the power to either hear the dispute itself or to make a reference to an arbitral tribunal solely vests with the State Commissions under the Electricity Act. However, the extent of applicability of the Arbitration Act can then be understood from Section 158 of the Electricity Act, which reads as under:

> ***"Section 158. (Arbitration):*** *Where any matter is, by or under this Act, directed to be determined by arbitration, the matter shall, unless it is otherwise expressly provided in the licence of a licensee, be determined by such person or persons as the Appropriate Commission may nominate in that behalf on the application of either party; but in all other respects the arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996*"

The provision therefore limits the interference of the State Commission (or any other appellate bodies) under the Electricity Act to 'reference' or 'initiation' of arbitration proceedings along with appointment of an arbitrator. However, once the said process is complete, then for all other purposes, *inter alia,* including removal of an arbitrator, procedure of arbitration, seat of arbitration, venue of arbitration, writing of arbitral awards, challenging arbitral awards, enforcement of arbitral awards, the provisions of the Arbitration Act become applicable.

In the case of ***T.N. Generation and Distribution Corporation Ltd. vs. PPN Power Generation Company Private Ltd****[(2014) 11 SCC 53]*, the Supreme Court has held that the regulator has to exercise its discretion reasonably and not arbitrarily. In this case, the Supreme Court also held that the Appellate Tribunal for Electricity ("**APTEL**"), which is the tribunal for first appeal under the Electricity Act, can re-examine the regulator's discretion with regard to the question of whether the dispute ought to have been referred to arbitration or otherwise. The APTEL would decide whether the Commission's order suffered from arbitrariness, unreasonableness, or perversity.

The Central Electricity Regulatory Commission has been provided similar powers under Section 79 (1)(f) of the Electricity Act, such as that of the State Commission under Section 86 (1)(f) discussed above.

There is however a slight variation in the power of the Central Commission, as Section 79 (1)(f) provides for the power to settle disputes and refer disputes limited to the functions of the Central Commission as set out in Sections 79 (1)(a) to (d) of the Electricity Act. Sections 79 (1)(a) to (d) speak of functions of the Central Commission to regulate licensees for transmission and distribution companies, reads as under:

> "***79. Functions of the Central Commission:*** *(1) The Central Commission shall discharge the following functions, namely:*
>
> *(a) to regulate the tariff of generating companies owned or controlled by the Central Government*
> *(b) to regulate the tariff of generating companies other than those owned or controlled by the Central Government specified in clause (a), if such generating companies enter into or otherwise have a composite scheme for generation and sale of electricity in more than one State*
> *(c) to regulate the inter-State transmission of electricity*
> *(d) to determine tariff for inter-State transmission of electricity*
> *...*
> *(f) to adjudicate upon disputes involving generating companies or transmission licensee in regard to matters connected with clause (a) to (d) above and to refer any dispute for arbitration."*

Hence, for all disputes that arise qua issues set out in (a) to (d) of Section 79(1) of the Electricity Act, the Central Electricity Regulatory Commission has the power to refer any of those to arbitrations. In the case of ***Shree Cement Limited vs. Vendanta Limited*** *[Petition No. 162/MP/2020]decided by the Central Electricity Regulatory Commission on 07.08.2021],* the generating station was located in the State of Odisha and at the time of dispute, was supplying power to the State of Telangana. The generation and sale of power was in more than one State, and thus for the concerned period, the generating station was said to be having a composite scheme of generation interms of Section 79 (1)(b) of the Electricity Act. The Central Commission therefore held that it had the jurisdiction to regulate the tariff of such project and thereby adjudicate the dispute in relation thereto in terms of Section 79(1)(b) read with Section 79(1)(f) of the Electricity Act. Additionally, answering the question of 'there being no issue of 'tariff' or 'issue in rem' therefore a reference must be made to arbitration mandatorily', the Central Commission remarked that the power to 'regulate' as provided in Section 79(1)(b) is very wide and includes any issue incidental or consequential thereto to make the 'power to regulate', and since in this case, the payment of 'Point of Connection' charges in terms of the agreement entered into between the parties was nothing but part of terms and conditions of supply of electricity, therefore, the Central Commission has the jurisdiction to deal with any dispute arising in relation to the liability of such charges in terms of such agreement, under Section 79(1)(f) read with Section 79(1)(b) of the Electricity Act by itself or by referring such dispute to the arbitration, at its discretion. The power to exercise such discretion therefore cannot be limited or reduced by reading into the nature of dispute or the category of dispute being more appropriate for arbitration or otherwise.

The interpretation of the Electricity Act and the Arbitration Act by the Supreme Court and APTEL and Commission in various orders has therefore put a complete end to the party autonomy to submit matters to arbitrations or for the appointment of arbitrators (in the case of disagreement between parties) under agreements regulated by regulators under the Electricity Act.

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TRAINING PROGRAMME ON ARBITRATION

On the 2nd and 3rd of September, 2021, Nani Palkhivala Arbitration Centre ("**NPAC**") conducted a 'Training Programme on Arbitration' at the Lal Bahadur Shastri National Academy of Administration, Mussoorie ("**LBSNAA**") in association with the Centre for Public Systems Management ("**CPSM**"), for senior officers of the Government of India including joint secretaries and directors from various ministries.

The Joint Director of the LBSNAA and CPSM Ms. Radhika Rastogi, IAS and Mr. R. Anand, Director of NPAC presided over the inaugural session of the event.

Ms. Radhika noted that that arbitration is still in its nascent stages in India and that we would need to have systems and institutions in place that match with the world and match with international guidelines. She highlighted that India would need to improve its ranking in the 'Ease of Doing Business' Index, which includes focusing on ease of legal systems, judicial processes, and therefore the institutional machinery for arbitration becomes more important.

In the key note speech, Mr. R. Anand, Chartered Accountant by profession and a Director of NPAC stated that arbitration is the most potent weapon for solving some of the vexatious litigations in the country. He highlighted that, to achieve the envisaged growth for India in the next 5-10 years, the country must progress on two planks financial services and alternate dispute resolution.

Mr. Anand spoke on the legendary Shri Nani Palkhivala and recalled his centenary celebrations hosted by NPAC. He said that the Palkhivala Foundation was created in 2003 to perpetuate Palkhivala's ideals, philosophy and objectives on how our country has to lead a successful and meritorious existence in the overall world ecosystem.

He then spoke about dispute resolution systems in India and how disputes have legal, financial, economic, accounting and sustenance implications. He expressed that the ecosystem of arbitration should be insulated from third-party intervention and that litigation is one of the most important impediments to India's growth.In 2005, the NPAC was created with an independent Governing Council and Board of Directors to promote alternative dispute resolution and institutional arbitration, with a credence of discipline, cost effectiveness and quality. He mentioned that NPAC has been creating awareness on institutional arbitration and works towards eliminating bias, wrong doing and suspicion and making arbitration proceedings objective. NPAC has its own rules and an esteemed panel and highly qualified arbitrators. He concluded his speech by stressing on the use of technology and involvement of young lawyers to take arbitration forward to its rightful place.

As a part of the Indian Government's endeavour to create awareness about ADR, NPAC has been conducting training programmes for various Government organizations and officials. This 2-day training programme was designed by NPAC to impart the basic principles of contract law and arbitration law, along with some of their practical aspects, that are relevant to government officers.

The sessions were handled by experienced and eminent advocates and arbitration practitioners such as Mr. Shreyas Jayasimha, Mr. Arjun Krishnan, Ms. Renu Gupta, Mr. Rishi Kumar Dugar and Mr. N.L. Rajah. The programme introduced participants tosalient features and essential principles relating to the law of contracts, arbitration, mediation and conciliation and the Legal Services Act, 1987; drafting and interpretation of contractual and arbitration clauses; procedural requirements for termination of contracts and law relating to determination and levy of damages; advantages of institutional arbitration and adopting institutional arbitration procedures in ad hoc arbitrations; med-arb in institutional arbitrations; interplay on arbitration law and commercial courts act / cross-border insolvency / insolvency and bankruptcy code; effective control of costs in arbitration proceedings and enforcement of arbitral awards (domestic / international, interim relief).

The programme was well received by the faculty and participants alike and were mostly rated 'effective' and 'very effective', which was ascertained through NPAC's feedback forms circulated post the sessions.

We are happy to share some of the feedback from the participants on important takeaways from the event *(names have not been included for sake of maintaining confidentiality and privacy)*:

"Knowledge of the existence of institutional arbitration and advantages of choosing this mode in government contracts. I feel confident that now I can deal with provisions related to arbitration in the contracts in my area of work, to a large extent"

"Understanding of intricacies of arbitration process and the associated principles. Interaction with speakers and co-participants to understand practical methods for dispute resolution"

"The workshop gave a good opportunity to understand the basic concepts of alternate dispute resolution including historical perspective, current, national and international status, its importance, proceedings procedures, award and its enforcement. It helped in understanding fundamentals of contract law, its drafting, care, interpretation and consequences thereof.

"Important factors to be kept in mind while negotiating /drafting commercial contracts"

We look forward to many such interactions and events, which we believe will go a long way in equipping India to deal with disputes better and eventually become a global hub for arbitration.

Group Photo of some of the faculty and participants from the event

Interaction between faculty, organizers and participants during the break between sessions

Mr. Arjun Krishnan, Partner, Samvad Partners, presenting during his session

Mr. N.L. Rajah, Senior Advocate and Director of NPAC addressing the participants

Ms. Radhika Rastogi, Joint Director of LBSNAA and CPSM

Some senior government officers participanting in the event

Mr. R. Anand, Director of NPAC presenting his key note speech during the inaugural session

Participants for the 2-day training programme on arbitration

NPAC'S XIII ANNUAL INTERNATIONAL CONFERENCE ON ARBITRATION

The Governing Council, the Board of Directors and the entire team of Nani Palkhivala Arbitration Centre have the pleasure of announcing the 13th edition of the Annual International Conference on the theme ***'The Evolving Arbitration Framework in India- Challenges and Opportunities'***, scheduled to be held on the 12th of February, 2022 (Saturday) at New Delhi. We take great pride in inviting all of you to be a part of this upcoming conference, which will be conducted in a hybrid model (i.e. physical and virtual modes).

The agenda for the conference includes presentation of papers by eminent practitioners of arbitration law from across the globe, partners / associates of various domestic and international law firms as well as discussions on current affairs and trends in arbitration law. It affords the opportunity for interacting and networking with industrialists and experts in the field of arbitration from both India and abroad.

The conference seeks to include discussions on various topics in relation to its theme. We are in the process of finalizing the same and listed below are a few of the topics under consideration:

1. Impact of recent amendments in domestic arbitrations.
2. Importance of third-party funding in arbitrations and opening up the legal sector in arbitration.
3. Consolidation of multi-party, multi contract arbitrations.
4. Issue of seat and venue and whether the present context of online hearings would have an impact.
5. Perplexing issues in statutory arbitrations.
6. The Cairn award- Investment treaties and the issue of sovereignty.
7. The use of technology in arbitration.
8. The various issues relating to "unilateral appointment".
9. Issues seeking legislative intervention in arbitration law.
10. Arbitration clauses in employment contracts.
11. Improving the regime for enforcement of foreign awards.
12. Effect of rejection of Sec 8 application on pending arbitral proceedings / arbitral award.
13. Dimensions of a corporate policy on alternative dispute resolution.
14. Migration of government disputes to institutional arbitration regime.
15. Improving arbitration for corporate consumption.

We invite your suggestions and feedback in finalizing the topics. In this regard, please reach out to Dr. J. Durgalakshmi, Registrar, NPAC at nparbitration@gmail.com. Look forward to hearing from you. Please look out for the next issue of our newsletter, which will contain further details on the conference.

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