DISPUTE RESOLUTIONS

The Bi-Monthly Newsletter of the Nani Palkhivala Arbitration Centre

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Message to the Readers

Interest on amount awarded under a contract

The Supreme Court of India ("**SC**") has in its judgement dated 7th January, 2022, in the matter of ***UHL Power Company Limited vs. State of Himachal Pradesh [Civil Appeal Nos. 10341 and 10342 of 2011]*** ("**Judgment**"), held that an arbitrator has the power to grant post-award interest on the interest amount awarded under the Arbitration and Conciliation Act, 1996 ("**Act**").

What is further important about this Judgment, is that the SC throws additional clarity on two important aspects of arbitration law in India. The Judgment is hearteningly in line with the recent judgments with respect to the power of arbitrators to grant interest and *pendente-lite* interest in the cases of ***Punjab State Civil Supplies Corporation Limited vs. Ganpati Rice Mills [LL 2021 SC 591]*** and ***M/s Garg Builders vs. M/s Bharat Heavy Electronics Limited (Civil Appeal No. 6216 of 2021***). Such consistency in judicial approach makes law predictable.

First, in these judgments, the court has held that an arbitrator has the power to grant post-award interest on the interest amount awarded. Secondly, with respect to the judicial review of arbitral awards, the SC rightly stated that the jurisdiction conferred on courts under Section 34 of the Act is fairly narrow. It further pointed out that when it comes to the scope of an appeal under Section 37 of the Act, the jurisdiction of an appellate court is further circumscribed. It has proceeded to emphasize that when there are two plausible interpretations of the terms and conditions of the contract, then no fault can be found if the arbitrator proceeds to accept one interpretation as against the other.

The facts leading to the dispute are as follows. UHL Power Company Limited ("**UHL**") and the State of Himachal Pradesh ("**State of H.P.**") entered into a Memorandum of Understanding dated 10th February, 1992 ("**MoU**") and also into an Implementation Agreement dated 22nd August, 1997 ("**Implementation Agreement**") with respect to construction of a project. However, after execution of the MoU and the Implementation Agreement, differences arose between the parties and arbitration proceedings were initiated between UHL and the State of H.P. Post adjudication, the learned sole arbitrator, by award dated 5th June, 2005, awarded a sum of INR 26,08,89,107.35/- in favour of UHL towards expenses claimed along with pre-claim interest capitalized annually, on the expenses so incurred. The arbitrator also awarded compound interest in favour of UHL at the rate of 9% per annum till the date of claim and in the event the awarded amount is not realized within a period of six months from the date of making the award, further interest at the rate of 18% per annum was also awarded on the principal claim with interest ("**Award**").

The State of H.P. challenged the Award under Section 34 of the Act before the High Court of Himachal Pradesh ("**High Court**"). The High Court, by judgment dated 16th December, 2008, set aside the Award. The said judgment was challenged by UHL under Section 37 of the Act before the Division Bench of the High Court. The Division Bench of the High Court, on the basis that the Implementation Agreement was prematurely terminated by the State of H.P., awarded the payment of actual principal amount of INR 9,10,26,558.74/- in favour of UHL along with simple interest at the rate of 6% per annum from the date of filing of the claim till the date of realization of the awarded amount. However, applying the judgment of ***State of Haryana vs. S.L. Arora and Co [(2010) 3 SCC 690]*** *("**S.L. Arora case**")* wherein it was held that compound interest can be awarded only if there is a specific contract or authority under a statute for compounding of interest,it was held that since there is no general discretion vested in courts or tribunals to award compound interest, the High Court denied the Award of compound interest and stated that in the absence of any provision for interest upon interest in the contract, an arbitrator does not have the power to award interest upon interest, or compound interest, either for the pre-award period or for the post-award period ("**Impugned Judgement**"). Aggrieved by this, both UHL and the State of H.P. challenged the Impugned Judgement before the SC by filing different appeals which weretaken up together by the SC.

The SC, observed that, since the judgment of ***S.L. Arora case*** has been overruled by the decision in ***HyderConsulting(UK) Ltd. vs. Governor, State of Orissa through Chief Engineer [(2010) 2 SCC 189]***, the findings of the High Court in the Impugned Judgment to the effect that an arbitrator is not empowered to grant compound interest or interest upon interest is quashed and set aside.

In view of the above, the SC partly allowed the appeal by UHL by stating that the arbitrator has the power to grant post-award interest and rejected the appeal of the State of H. P. *in toto*.

Therefore, thankfully this point has been decided conclusively by the SC. Hopefully, arbitral tribunals will make note of this development in law and rule accordingly on this point.

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Senior Advocate, Madras High Court
Director, NPAC

LEGAL UPDATES

❖ **Delhi High Court:Liquidated damages over & above actual damages cannot be awarded**

- In the case of ***Bhopal Dal Udyog vs. Food Corporation of India***, ***FAO (OS) 415/2011***, the bench comprising Justice Navin Chawla and Justice Manmohan relied on the Supreme Court's decision in ***Kailash Nath Associates vs. DDA &Anr., (2015) 4 SCC 136***, which interpreted Section 74 of the Indian Contract Act, 1872 pertaining to Compensation for breach of contract where penalty is stipulated for.
- The court observed "*as the actual damages suffered by the respondent were proven and accepted by the learned Sole Arbitrator liquidated damages over and above such actual damages liquidated damages over and above such actual damages could not have been awarded*."
  https://indiankanoon.org/doc/163773142/

❖ **Delhi High Court: Execution of arbitral award takes place where the judgment debtor resides, carries business or has assets:**

- In the case of ***Continental Engineering Corporation vs. Sugesan Transport Pvt Ltd***, the court dismissed an execution petition filed under Section 36 of the Arbitration & Conciliation Act,1996 by a decree holder for an arbitral award, and alsorefused the prayer of the applicant to transfer the decree for execution to a competent court in Chennai, by relying on Section 42 of the said Act.
- Justice Sanjeev Narula relied on***Sundaram Finance vs. Abdul Samad***, ***2018 3 SCC 622*** which opined that an arbitral award is not equal to a decree passed by a court, and execution proceedings can be straightaway filed in the court where the judgment debtor's assets are located.
- The court held "*Irrespective of the place where the award was passed, it is to be executed by a Court within whose jurisdiction the Judgment Debtor resides, carries on business or his property is situated*".
  https://www.livelaw.in/pdf_upload/sugesan-s-36-order-dated-10012022-408530.pdf

❖ **Supreme Court: Reasoned award of arbitrator cannot be challenged on the ground that he failed to appreciate facts**

- In the case of ***Atlanta Limited Thr. Its Managing Director vs. Union of India Represented by Chief Engineer Military Engineering Service***, a bench comprising Chief Justice of India, N.V. Ramana and Justices A.S. Bopanna and Hima Kohli allowed an appeal against the order passed by the Division Bench of the Madras High Court, which had set aside the order and decree of the Single Judge upholding the arbitral award to the extent that it granted money for idle hire charges and value of tools and machineries.

- The Supreme Court held *"Arbitrator is the final arbiter of the disputes between the parties and it is not open to a party to challenge the Award on the ground that hehas drawn his own conclusions or has failed to appreciate certain facts. It is beyond the jurisdiction of the Appellate Court to assign to itself, the task of construing the terms and conditions of the contract and its provisions and take a view on certain amounts awarded in favour of a party"*
  https://caselaw.in/supreme-court/arbitrator-atlanta-india-military-engineering-service/480/

❖ **Delhi High Court has referred the dispute relating to the use of the term 'Hero' brand name for electric vehicles between Hero Electric and Hero MotoCorp for arbitration**.

- A petition was filed by Vijay Kumar Munjal and Hero Electricto refer the disputes to arbitration, which was strongly opposed byHero Moto Corp. The Court, while rejecting all contentions of Hero MotoCorp, has referred all the disputes under the family arrangement toformer Chief Justice of India Justice Dipak Mishra, former Supreme Court judge Justice Indu Malhotra and former Delhi High Courtjudge Justice Indermeet Kaur shall, who constitute the 'Arbitral Tribunal' to adjudicate the disputes related to the Munjal Munjal Family Settlement Agreement and Trade Marks and Name Agreement.
  https://economictimes.indiatimes.com/news/india/delhi-hc-refers-to-arbitration-dispute-between-munjals-over-use-of-hero-trademark/articleshow/89670690.cms?utm_source=conten tofinterest&utm_medium=text&utm_campaign=cppst

❖ **Supreme Court: It is not always an obligation of the court to remit the matter to arbitral tribunal, when an application is filed under Section 34(4) of the Arbitration and Conciliation Act, 1996**

- In the case of ***I-Pay Clearing Services Private Limited vs. ICICI Bank Limited***, the bench of Justices **R Subhash Reddy** and **Hrishikesh** clarified that merely because an application is filed under Section 34(4) of the Arbitration and Conciliation Act, 1996, by a party, it is not always obligatory on the part of the Court to remit the matter to arbitral tribunal. The court further said that the discretionary power conferred under Section 34(4) of the said Act, is to be exercised where there is inadequate reasoning or to fill up the gaps in the reasoning, in support of the findings which are already recorded in the award.
- *The bench stated "Under guise of additional reasons and filling up the gaps in the reasoning, no award can be remitted to the Arbitrator, where there are no findings on the contentious issues in the award. If there are no findings on the contentious issues in the award or if any findings are recorded ignoring the material evidence on record, the same are acceptable grounds for setting aside the award itself".*
  https://www.livelaw.in/top-stories/supreme-court-arbitration-section-344-not-obligatory-to-remit188669

THE PUBLIC POLICY

by Sakal Bhushan

A critical analysis of judicial interpretations and statutory changes to the public policy ground under sections 34 & 48 of the Arbitration and Conciliation Act, 1996

The 'public policy of India' ground for setting aside arbitral awards in India has gone through an extreme ebb and flow. Right from 1996, judicial interpretations gradually led to substantial expansion in the meaning of the term until the Arbitration and Conciliation (Amendment) Act, 2015 decided to contract its meaning and liberate the arbitration process from excessive judicial intervention under sections 34 and 48. This Article seeks to trace the judicial history and conclude by discussing the present construction of the term 'public policy of India' post the amendments carried out in 2015.

THE EXPANSION PHASE

Section 34(2)(b)(ii) of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") as it stood originally provided that an arbitral award could be set aside if it is in conflict with the *'public policy of India'*. An explanation immediately following the provision provided that *'without prejudice to the generality of sub-clause (ii)',* an award would be in conflict with public policy of India if making of the award was induced or affected by fraud, corruption, or made in violation of sections 75 or 81 of the Act. The preservation of generality in sub-clause (ii) meant that there were no statutory fetters on the expanse of the term *'public policy of India'* and the same was left open to judicial interpretations and creativity.

Renusagar Power Co. Ltd. vs. General Electric Co.

To understand how the expansion transpired after enactment of the 1996 Act, it is important to recede a bit into the pre-1996 regime under which foreign awards were enforced under the Foreign Awards (Recognition and Enforcement) Act, 1961. There, the enforcement of a foreign award could be refused if an award was found to be contrary to *'public policy'*. The Supreme Court in ***Renusagar Power Co. Ltd. vs. General Electric Co***.[1] construed the term to include three sub-grounds, namely, *(i) the fundamental policy of Indian law; (ii) the interest of India and (iii) justice and morality*. Examples were given where disregarding orders of superior courts was considered contrary to fundamental policy of Indian law, violation of an economic legislation like FERA was considered contrary to interest of India but violation of a simple statute was considered not to be contrary to the interest of India and thus not contrary to public policy. Therefore, all these aspects were covered in the '*public policy'* on account of the expression *'without prejudice to the generality of sub-clause (ii)'* used in explanation to section 34(2)(b)(ii).

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[1] 1994 Supp (1) SCC 644

ONGC vs. Saw Pipes

Post the1996 Act, the *general expanse* of the term *'public policy of India'* used in sections 34 and 48 of the Act should ideally have confined to the ***Renusagar*** interpretation apart from the grounds of fraud, corruption and violation of sections 75 and 81 specifically incorporated in the explanation to section 34(2)(b)(ii). But the Supreme Court in ***Oil and Natural Gas Corporation Ltd. vs. Saw Pipes***[2] decided to read a fourth sub-ground under*' public policy',* it being *(iv) patent illegality.* While explaining this sub-ground, the Court held that the patent illegality in order to render an award contrary to public policy must go to the root of the matter; not be of trivial nature and be so unfair and unreasonable that the conscience of the court is shook. An award contrary to substantive provisions of any law including the with 1996 Act or against the terms of the contract was also held to be patently illegal. This judgment had some unintended consequences which became a major reason for amending the Act in 2015. This aspect is discussed in greater detail later in this article.

ONGC vs. Western Geco

The Supreme Court in ***Oil and Natural Gas Corporation Ltd. vs. Western Geco***[3] further enlarged' *public policy*' by interpreting its sub-ground *'the fundamental policy of Indian law'.* The court opined that the purport of the expression *'fundamental policy of Indian law'* could not be exhaustively enumerated but referred to three distinct and fundamental principles that must necessarily be understood as part and parcel of the expression.The first of these principles was *'judicial approach',*meaning that the tribunal must decide the dispute in a fair, reasonable and objective manner and not be guided by extraneous considerations. The second consideration was adherence to the *'principles of natural justice'* which subsumes the *audi alteram partem* rule and the application of mind demonstrated by a *reasoned* award. The third consideration was that the award should '*not be perverse or so irrational that no reasonable person would have arrived at it'*.As the three principles were further incorporated into the meaning of the expression *'the fundamental policy of Indian law'* without placing any limits on the extent and type of inquiry that could be conducted by a court to test the award on these principles, it left ample scope for the courts to review the merits of the dispute and venture into examination of the evidence on the basis of which the tribunal passed the award.

Associate Builders vs. DDA

While the two-judge bench of the Supreme Court in ***Associate Builders vs. Delhi Development Authority***[4] was posed with the precedential burden of the three-judge bench judgment in ***Western Geco,***it appeared cognizant of the problems that the earlier judgments had caused by allowing unfettered inquest into merits of the dispute and the resultant invasive interference by the courts akin to appellate jurisdiction which was never intended by the legislature.

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[2](2003) 5 SCC 705

[3]2014) 9 SCC 263

[4](2015) 3 SCC 49

The court, while remaining within bounds of judicial propriety made an effort to mitigate the effects of ***Western Geco*** and summarise the expanse of *'public policy of India'*.In doing so, the court formally recognised that merits of an arbitral award could be looked into *only under specified circumstances*. While summarising the sub-grounds under*' public policy of India'*, the court referred to ***Western Geco*** and held that the first sub-ground of *'fundamental policy of Indian law'* would comprise of compliance with*(i) the statutes and judicial precedents;(ii) judicial approach; (iii) principles of natural justice* and *(iv) Wednesbury reasonableness principle*. While elaborating the Wednesbury reasonableness principle, the court held that an award would be in conflict with the same and thus *'perverse'* if based on *no evidence, irrelevant evidence or in ignorance of vital evidence*. While expounding the second sub-ground of *'interest of India'*, it held that an award could be set aside if it is contrary to the interests of India and that this ground may evolve on a case-by-case basis. With respect to the third sub-ground of *'justice or morality'*, the court held that an award is against *'justice'* when it shocks the conscience of the court and against *'morality'* when it is against mores of the day. With regard to the fourth sub-ground of *'patent illegality',* the court relied upon ***Saw Pipes*** and held that it entails *(a) contravention of substantive law of India; (b) contravention of Arbitration and Conciliation Act, 1996* and *(c) contravention of the terms of the contract.*

Though the court held that the arbitrator has the last word on facts, yet its observation that *the merits of an arbitral award could be looked into under certain specified circumstances,* thus keeping open wide scope for courts to intervene. In a way, the court rendered the scope of section 34(2)(b)(ii) larger than the sum of its parts.

THE CONTRACTION PHASE

For almost a period of two decades since the enactment of the 1996 Act, while the courts were increasingly liberal in their interpretation of the term *'public policy of India',* tension was being felt on the policy and legislative sides due to the increasingly invasive intervention of courts with the arbitral awards under sections 34 and 48.At the time of passing of the amendments in 2015, India's rank in contract enforcement stood at 178 out of the 189 nations of the world.[5] The seeds of the contraction phase of the *'public policy of India'* were sown with the publication of the 246th Report of the Law Commission of India in August, 2014 and its Supplementary Report in February, 2015which aimed at improving the ease of doing business and attracting investment to India.

Reports of the Law Commission of India

A combined reading of the afore-mentioned Reports reveals that the judgments in ***Saw Pipes***, ***Western Geco*** and ***Associate Builders*** had unduly expanded the meaning of the *'public policy of India'* which had led to increase in interference of courts and delay in disposal of arbitration proceedings against the objectives of the act. The 246th Report of the Law Commission also noted an unintended consequence of ***Saw Pipes*** which was in conflict with the best global practices and recommended various amendments to the Act.

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[5]Statement of Objects and Reasons, Arbitration and Conciliation (Amendment) Bill, 2015

Arbitration and Conciliation (Amendment) Act, 2015

The *Arbitration and Conciliation (Amendment) Act, 2015* made various changes to sections 34 and 48 in order to restrict the expanse *'public policy of India'* and exhaustively enumerate its purport. The key changes were:

a. The explanation to section 34(2)(b)(ii) which previously opened with the expression 'without prejudice to the generality of sub-clause (ii)'and gave a great leeway to the courts in interpreting *'public policy of India'* was substituted by an exhaustive expression, *'an award is in conflict with public policy, only if',* thus restricting the scope of the term.

b. Abridging the expansion of *'public policy of India'* by ***Renusagar*** and ***Saw Pipes***, the amendment restricted the term to include only (i) fraud, corruption or violation of sections 75 or 81; (ii) fundamental policy of Indian law and (iii) *most basic notions of* morality and justice. 'Interest of India' was deleted and the 'patent illegality' was separated from the public policy of India.

c. While ***Western Geco*** and ***Associate Builder*** had allowed the courts to review the merits of the dispute to test if an award is in conformity with the *'fundamental policy of Indian law'*, the amendment inserted explanation 2 to section 34(2)(b)(ii) and specifically provided that the test as to whether there is contravention with the fundamental policy of Indian law *'shall not entail a review on the merits of the dispute'*.

d. The changes noted in points a, b and c above were also incorporated in section 48 which deals with enforcement of foreign awards (foreign-seated).

e. ***Saw Pipes*** while introducing the sub-ground of *'patent illegality'* had unintentionally extended it to domestic awards in international arbitrations (India-seated with atleast one foreign party) and foreign awards (foreign-seated) also instead of confining it only to purely domestic arbitral awards (India-seated with Indian parties). Section 34 was amended and sub-section (2A) added to separate *'patent illegality'* from *'public policy of India'*; consciously confine it only to purely domestic arbitral awards (India-seated with Indian parties);make it inapplicable to domestic awards in international arbitrations (India-seated with atleast one foreign party) and foreign awards (foreign-seated) by consciously not incorporating anything *parimateria* with section 34(2A) in section 48. The scope of ' patent illegality' was also reduced by adding a proviso to section 34(2A) clarifying that '*an award shall not be set aside merely on the ground of an erroneous application of the law or by reappreciation of evidence'*.

f. ***Saw Pipes*** while introducing the sub-ground of 'patent illegality' had also commented that an award would also be patently illegal if it is found to be against the terms of the contract. This interpretation was supported by section 28(3) as it stood originally in the 1996 Act which provided that an arbitral tribunal shall decide a dispute *'in accordance with the terms of the contract'*. Section 28(3) was amended in 2015 and now provides that while deciding and making an award, the arbitral tribunal shall *'take into account the terms of contract'*. Greater leeway has now been given to the arbitrators *for taking into account* contract clauses while deciding the disputes *instead of deciding strictly in accordance* with them.

SsangyongEngg. and Construction Co. Ltd. vs. National Highways Authority of India

The Supreme Court in ***SsangyongEngg. and Construction Co. Ltd. vs. National Highways Authority of India***[6] took judicial note of the amendments carried out in 2015 and made important remarks regarding their effect on the meaning of *'public policy of India'* as interpreted in ***Renusagar***, ***Saw Pipes***, ***Western Geco*** and ***Associate Builders***. The court noted that the scope of the term *'public policy of India'* has now become even narrower than the ***Renusagar*** position in as much as the obscure ground of *'interest of India'* is no more its part and parcel.

For domestic arbitral awards (Indian seated arbitrations)

The court in ***Ssangyong*** held that the broad interpretation of *'fundamental policy of Indian law*' as propounded in ***Western Geco*** and followed in ***Associate Builders*** has now been rendered obsolete. It now entails only *(i) disregarding orders of superior courts (**Renusagar**)* and*(ii)principles of natural justice (**Western Geco**)*. The court held that the ground of non-adoption of judicial approach has been discarded as permitting the same would necessarily entail a review on merits of the dispute which is now prohibited by explanation 2 to section 34(2)(b)(ii).

The court observed that 'interest of India' is no more a ground of challenge post amendment and that the ground*' justice or morality'* would now have to be construed as a conflict with the *'most basic notions of morality or justice'*. Only the arbitral awards that utterly shock the conscience of the court are against*' justice'* and the awards which are against the mores of the day and thus shock the conscience of the court are against *'morality'* and can be set aside on such counts.

Further, the court noted that for purely domestic (India-seated with Indian parties) arbitral awards, the ground of *'patent illegality'* has been statutorily recognised by section 34(2A).It elaborated that the *'patent illegality'* in order to be fatal must go to the root of the matter and any challenge on this ground cannot be made merely on account of erroneous application of law like transgression of an Indian statute not linked to public policy, thus departing from ***Saw Pipes*** and ***Associate Builders*** position.

It noted that reappreciation of evidence under this ground is prohibited. Further, the court enumerated the circumstances under which this ground may be invoked as being the arbitrator's (i) failure to give reasons in the award in violation of section 31(3) of the 1996 Act; (ii) taking of an impossible view in construction of the terms of the contract; (iii) transgression of his jurisdiction and dealing with matters not referred to him; and lastly (iv) making of a perverse finding based on no evidence, ignorance of vital evidence or on basis of documents taken as evidence behind the back of a party.

[6] (2019) 15 SCC 131

For foreign arbitral awards (foreign seated arbitrations)

While discussing the international jurisprudence on the enforceability of foreign awards, the court applied the standard of non-interference by courts on merits with even greater force. It noted that sections 34 and 48 of the 1996 Act are borrowed from Article V of the New York Convention[7] which does not postulate any challenge to an award on merits, a position which has been reiterated in the UNCITRAL Guide[8] on the New York Convention. It held that the scope for setting aside a foreign award is extremely narrow and no refusal in enforcement can be made by going into merits and finding errors of fact or law. The notion of *'public policy of India'* in relation to foreign awards has to be construed narrower than its construction in the domestic context in line with the international practices.

CONCLUSION

After almost two long decades of meandering, the confines of *'public policy of India'* have been interpreted adequately to strike a cordial balance between arbitration, a process which respects party autonomy and the right of the enforcing jurisdiction, India, to honour its public policy in cases where there is gross violation of the same. However, the situation continues to remain precarious as there still remains ample scope for mischief. One such example was recently seen in the judgment of the Supreme Court in ***NAFED vs. Alimenta SA***,[9] wherein the court refused to enforce a foreign award after disregarding the arbitrator's findings on the basis of erroneous application of law. It not only perused a clause of the contract in abundant detail, but went to the extent of exploring the minutes of telex exchanges between the parties and the Government, thus conducting an in-depth inquiry into merits of the dispute. Be that as it may, the judgment in ***Alimenta*** is largely seen as a departure from the now well-settled narrow interpretation of *'public policy'* in line with the New York Convention, 1958 and the international jurisprudence. ***Ssangyong*** which has been subsequently followed by the Supreme Court in its decision in ***Vijay Karia &Ors. vs. Prysmian Cavi E Sistemi SRL &Ors***.[10] which dealt with enforcement of a foreign award, continues to be the authoritative judgment on the scope of *'public policy of India'* ground under sections 34 and 48 of the Arbitration and Conciliation Act, 1996.

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[7] Convention on Recognition and Enforcement of Foreign Arbitral Awards, 1958

[8] UNCITRAL Secretariat Guide on the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (2016 Edn.)

[9] AIR 2020 SC 2681

[10] (2020) 11 SCC 1

NPAC - 13TH ANNUAL INTERNATIONAL CONFERENCE

We at Nani Palkhivala Arbitration Centre (NPAC) constantly endeavour to educatestakeholders in the arbitration regime on the benefits of institutional arbitration as aviable mode of dispute resolution. We also strive to make effective contributions towardsshaping the growth of the law of arbitration and building a competent and efficientarbitral regime in India.

The Governing Council, the Board of Directors and the entire team of Nani Palkhivala Arbitration Centre take great pride in inviting all of you to be a part of the 13th Annual International Conference on the theme '***The Evolving Arbitration Framework in India - Challenges and Opportunities***', scheduled to be held on **Saturday**, **9th of April, 2022** at Shangri-La's - Eros Hotel, 19 Ashoka Road, Connaught Place, New Delhi 110001, India. This conference will be conducted in a **hybrid mode (i.e., physical and virtual)**.

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 in relation to the theme of the conference.

The proposed topics and agenda for the panel discussions are as follows:

SCHEDULE

TIME	EVENTS
8:15 AM – 9:00 AM	REGISTRATION
9:15 AM TO 10.15 AM	INAUGURAL SESSION

PANEL DISCUSSION I (10:30 AM – 11:45 AM)

1. Importance of third-party funding in arbitrations and opening up the legal sector in arbitration
2. The Cairn Award - Investment Treaties and the issue of sovereignty
3. Improving the regime for enforcement of Foreign Awards
4. The issue of seat and venue and whether the present context of online hearings would have an impact thereon

March of Law (11.45 AM – 12 NOON)

March of Law 2022 - Important developments in the arbitral regime in the past year

PANEL DISCUSSION II (12:00 – 1:00 PM)

1. Impact of recent amendments in domestic arbitrations
2. Issues seeking legislative intervention in arbitration law
3. Dimensions of a corporate policy on ADR
4. Effect of rejection of Sec 8 application on pending arbitral proceedings / arbitral award

LUNCH (1:00 pm to 1:45 pm)

PANEL DISCUSSION III (1:45 PM – 3:00 PM)

1. Consolidation of multi-party, multi contract arbitrations
2. Perplexing issues in statutory arbitrations
3. The various issues relating to "unilateral appointment"

PANEL DISCUSSION IV (3:00 PM – 4:15 PM)

1. The use of technology in arbitration
2. Effectiveness of arbitration clauses in employment contracts
3. Improving migration of government disputes to institutional arbitration regime
4. Improving arbitration for corporate consumption

TEA BREAK (4:15 PM – 4:30 PM)

EMERGING TRENDS IN ARBITRATION (4.30 to 5.30 PM)

This Conference is open to professionals in arbitration, advocates, members of NPAC, CEOs, in-house counsels, law firms, accountants, financial intermediaries, academicians and law students.

The Conference affords the opportunity for interacting and networking with industrialists and experts in the field of arbitration from both India and abroad. We invite you to utilize this opportunity and to profit by it.

For any queries relating to registration and sponsorship, kindly reach out to Dr. J. Durgalakshmi, Registrar, NPAC at nparbitration@gmail.com

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