



# DISPUTE RESOLUTIONS

The Bi-Monthly Newsletter of the **NANI PALKHIVALA ARBITRATION CENTRE**

Nani  
Palkhivala  
Arbitration  
Centre

Existence of an Arbitration Agreement has to be decided at the stage of deciding a Section 11 (6) Application

Celebrating the Life of a Formidable Intellect – A Tribute to Mr. B.S. Raghavan I.A.S (Retd.) Palkhivala Foundation

Five-Day Intensive Course on “The Theory and Practice of Arbitration Laws”

NPAC convenes special meeting – Discussion on progress in Arbitration law

Navigating Disputes: Insights on Arbitration in the financial sector  
In conversation with Mr. TT Srinivasaraghavan

Annual International Conference – India and Global Arbitration: Opportunities and Challenges for 2025–2030



## Governing Council

**Mr. Justice M.N. Venkatachaliah**

*Former Chief Justice of India*

**Mr. K.K. Venugopal**

*Former Attorney General of India, Senior Advocate,  
Supreme Court of India*

**Mr. Justice AP Shah**

*Former Chairman, Law Commission of India and  
Former Chief Justice of the High Courts of Madras and New Delhi*

**Mr. Iqbal Chagla**

*Senior Advocate, Bombay High Court*

**Mr. T.S. Krishnamurthy**

*Former Chief Election Commissioner of India*

**Mr. Justice F.M. Ibrahim Kalifulla**

*Retd. Judge, Supreme Court of India  
Retd. Chief Justice of Jammu and Kashmir High Court*

**Ms. Leigh-Ann Mulcahy KC**

*Fountain Court Chambers, London*

**Mr. Jimmy Yim SC**

*Chairman, Drew & Napier, Drew Network, Asia*

**Mr. S. Mahalingam**

*Former Chief Financial Officer,  
Tata Consultancy Services*

**Mr. Gaurav Pachnanda**

*Senior Advocate, Supreme Court of India*

## Board of Directors

**Mr. Arvind P. Datar**

*Senior Advocate, Madras High Court and  
Supreme Court of India.*

**Mr. N.L. Rajah**

*Senior Advocate, Madras High Court*

**Mr. R. Anand**

*Chartered Accountant*

**Mr. K. Balaji**

*Former Director, Kasturi & Sons Ltd.*

**Ms. Payal Chawla**

*Advocate, Founder, JusContractus*

**Mr. Shreyas Jayasimha**

*Advocate, Founder, Aarna Law LLP, India*

**Mr. Shourav Lahiri**

*Barrister, Atkin Chambers, London*

**Ms. Sherina Petit**

*Partner, Stewarts Law LLP, London*

## EDITORIAL BOARD

**N.L. Rajah**

*Senior Advocate*

**K. Balaji**

*Former Director,  
Kasturi and Sons Ltd*

**Dr. J. Durgalakshmi**

*Registrar, NPAC*

**Aishwarya Mahesh**

*Advocate*





# MESSAGE

to the

# READERS

## Existence of an Arbitration Agreement has to be decided at the stage of deciding a Section 11 (6) Application

One of the sticky issues in the arbitration regime revolves around the question as to what a court must decide at the stage of adjudicating a Section 11 (6) application for appointment of an arbitrator. The judgment of the Supreme court of India in the case of Vidya Drolia<sup>1</sup>, leads practitioners of the law to believe that what must be decided at this stage is merely a summary appreciation on whether an arbitration agreement exists and anything more has to be decided only by the arbitrator. However, a recent judgment of the Supreme Court in *Magic Eye Developers Private Limited vs. M/s. Green Edge Infrastructure Private Limited*<sup>2</sup> compels us to think on absolutely different lines. Nothing could be more illuminating than perusing certain extracts from the judgment that are produced below: -

*“The short question which is posed for the consideration of this Court is, the jurisdiction of the referral court at pre-referral stage when the issue with respect to the existence and validity*

*of an arbitration agreement is raised. While considering the aforesaid issue Section 11(6A) of the Arbitration Act which has been added through Arbitration and Conciliation Amendment Act, 2015 is required to be read which reads as follows: -*

*(6-A) The Supreme Court or, as the case may be, the High Court, while considering any application under subsection (4) or sub-section (5) or sub-section (6), shall, notwithstanding any judgment, decree or order of any court, confine to the examination of the existence of an arbitration agreement.”*

**The court then in para 5.3 of its judgment states as follows: -**

*“5.3 At this stage, it is required to be noted that as per the settled position of law, pre-referral jurisdiction of the court under Section 11(6) of the Arbitration Act is very narrow and inheres two inquiries.*

<sup>1</sup> Vidya Drolia v. Durga Trading Corporation, (2021) 2 SCC 1

<sup>2</sup> (2023) 8 SCC 50



*The primary inquiry is about the existence and the validity of an arbitration agreement, which also includes an inquiry as to the parties to the agreement and the applicant's privity to the said agreement. The said matter requires a thorough examination by the referral court. [paragraph 25 of the decision in the case of NTPC Ltd. (supra)].*

**The court then goes on to observe,**

*“The Secondary inquiry that may arise at the reference stage itself is with respect to the non-arbitrability of the dispute. Both are different and distinct. So far as the first issue with respect to the existence and the validity of an arbitration agreement is concerned, as the same goes to the root of the matter, **the same has to be conclusively decided by the referral court at the referral stage itself.**”*

**The court then observes,**

*“Now, so far as the non-arbitrability of the dispute is concerned, even as per the law laid-down by this Court in*

*the case of Vidya Drolia (supra), the court at prereferral stage and while examining the jurisdiction under Section 11(6) of the Act may even consider prima facie examining the arbitrability of claims. As observed, the prima facie review at the reference stage is to cut the deadwood and trim off the side branches in straightforward cases where dismissal is barefaced and pellucid and when on the facts and law the litigation must stop at the first stage.”*

**Now, to the existence of dispute decision this is what the court states,**

*“However, so far as the dispute with respect to the existence and validity of an arbitration agreement is concerned and when the same is raised at pre-referral stage, the referral court has to decide the said issue conclusively and finally and should not leave the said issue to be determined by the arbitral tribunal.*

*As observed by the Constitution Bench in the case of N.N. Global Mercantile Pvt. Ltd. (supra) sans an agreement, there cannot be any reference to the arbitration.”*

**Having assertively held so the court then elaborates,**

*“We are of the opinion that therefore, if the dispute/issue with respect to the existence and validity of an arbitration agreement is not conclusively and finally decided by the referral court while exercising the pre-referral jurisdiction under Section 11(6) and it is left to the arbitral tribunal, it will be contrary to Section 11(6A) of the Arbitration Act.”*

So now the position is that, all issues relating to the existence of an arbitration agreement has to be decided at the Sec. 11(6A) application stage and cannot be sent to the arbitrator to be decided in the arbitration proceedings.

It is important for those practicing in the arbitration regime to take note of this recent development in law.

**N.L. Rajah**

*Senior Advocate, Madras High Court*



## LEGAL UPDATES



## Supreme Court affirms arbitrator's authority in dispute on interpretation of contract

The Supreme Court emphasized the limited scope of judicial intervention in arbitral awards, particularly concerning the interpretation of contracts in the case of *National Highways Authority of India vs. M/s Hindustan Construction Company Ltd.* The Court reiterated that under Section 34 of the Arbitration and Conciliation Act, 1996, courts cannot review arbitrators' findings on contract interpretation. Upholding the principle established in *UHL Power Company Ltd. vs. State of Himachal Pradesh*, the Court underscored that the jurisdiction of courts in arbitral matters is circumscribed.

The dispute arose from a contract awarded by the National Highways Authority of India ("NHAI") to Hindustan Construction Company Ltd. ("HCC") for a road segment project. Following disagreements over additional costs incurred by HCC, the Arbitral Tribunal granted an award in favor of HCC. NHAI contested the award before the Delhi High Court under Section 34, arguing that the cost increase was not covered by the contract terms. However, both the Single Judge and the Division Bench upheld the Tribunal's decision, emphasizing the Tribunal's expertise in interpreting the contract.

The Supreme Court affirmed the High Court's decision, highlighting the application of legal precedent and the adherence to statutory limitations in reviewing arbitral awards. By dismissing the appeal, the Court reinforced the principle that courts should refrain from re-evaluating an arbitrator's interpretation of contractual terms, thereby preserving the arbitral process' autonomy and finality.



## Calcutta High Court's dismissal of arbitration application: Scrutiny of arbitration clause incorporation

The Calcutta High Court, in the case of *Dascon Sourav Commercial Private Limited vs. CLE Private Limited* dismissed an application filed by CLE Private Limited, seeking arbitration initiation, citing a forum selection clause and an arbitration provision. The Court, presided over by Krishna Rao, J., ruled that these clauses were not applicable to Dascon Sourav Commercial Private Limited (plaintiff), emphasizing the necessity of clear intention to incorporate an arbitration clause from another document into the contract. The dispute arose from alleged breaches of contract and non-payment issues between the plaintiff and defendant, prompting the latter's application for arbitration dismissal.

The Court delved into the contractual intricacies and referred to Section 7(5) of the Arbitration and Conciliation Act, 1996, which mandates a clear intention for arbitration clause incorporation. It cited precedents highlighting the need for specific references to arbitration clauses for incorporation, emphasizing that general references to another contract might not suffice. Despite the defendant's contention of a forum selection clause in the General Conditions of Contract (GCC), the Court ruled that such clauses were not applicable to the plaintiff. Consequently, the court upheld its jurisdiction in adjudicating the matter, affirming that neither the arbitration clause nor the forum selection clauses applied to the plaintiff.

The Calcutta High Court's decision emphasizes the importance of precision in incorporating arbitration clauses and forum selection clauses into contracts. By emphasizing the necessity of specific references and clear intention, the Court ensures procedural integrity and clarity in dispute resolution mechanisms. This ruling serves as a guiding precedent, clarifying the standards for arbitration clause incorporation and reaffirming the Court's jurisdiction in contract disputes.



## Delhi High Court empowers extension of arbitrator's mandate and simplifies procedures by not necessitating a separate application under Section 29(A) of the Arbitration and Conciliation Act, 1996

The Delhi High Court recently ruled on the extension of an arbitrator's mandate in the absence of grounds for substitution. In the case of *Religare Finvest Limited vs. Widescreen Holdings Pvt Ltd*, the court emphasized that if no grounds warranting the arbitrator's substitution are presented, the Court can extend their mandate under Sections 14 & 15 of the Arbitration and Conciliation Act, 1996 without requiring a separate application under Section 29A(4) of the Act. This decision clarifies that the Court's discretion to extend the arbitrator's mandate is not contingent upon such an application, and it can exercise this discretion independently.

The case arose from a dispute between Religare Finvest Limited and Widescreen Holdings Pvt Ltd. regarding a loan agreement. Despite the petitioner's arguments claiming the arbitrator's inability to effectively conduct proceedings, the Court analyzed the timeline of events. It noted that delays were primarily due to factors beyond the arbitrator's control, such as the COVID-19 pandemic and subsequent litigation between the parties. Consequently, the Court found no negligence on the part of the arbitrator in conducting the proceedings.

In light of the circumstances and the parties' consent, the Court extended the arbitrator's mandate by six months, highlighting that both parties had invested significant time and resources in the arbitration process. This ruling shows the Court's authority to extend an arbitrator's mandate when no grounds for substitution are established, streamlining the process for arbitration proceedings without necessitating additional applications under Section 29A.



## Delhi High Court dismisses Sec. 11 arbitration petition: Debit notes issued post-MSMED registration

In the case of *Prakash Industries Limited vs. Sumeet International Limited*, the Delhi High Court addressed a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking the appointment of an arbitrator. Justice Dinesh Kumar Sharma dismissed the petition, citing arbitration proceedings already initiated under the Micro, Small & Medium Enterprises Development Act, 2006 (MSME Act), and the issuance of debit notes after the respondent's registration under the MSME Act. The dispute arose from a series of agreements between the petitioner and respondent regarding slag recovery material and processing services. Despite the petitioner's claims of default by the respondent, the Court found the petition not maintainable due to the timing of the debit notes and ongoing arbitration proceedings under the MSME Act.

The Court emphasized the beneficial nature of the MSME Act, noting its provisions for statutory arbitration and the ability for buyers to raise counterclaims. Recognizing the limited jurisdiction under Section 11 of the Arbitration and Conciliation Act, the Court highlighted the issuance of debit notes after the respondent's registration under the MSME Act. Without evidence of claims made prior to registration, the Court found the petitioner's application unsustainable. This decision brings out the significance of timing and legal frameworks in arbitration proceedings, reaffirming the primacy of statutory mechanisms such as those provided by the MSME Act.



## National Highways Authority India Act, 1956: Himachal Pradesh High Court upholds landowner's rights in acquisition dispute

In the case of *Hari Ram vs. National Highways Authority of India*, the Himachal Pradesh High Court emphasized the importance of adhering to statutory timelines in land acquisition matters. The Court reiterated that as per the National Highways Authority of India, 1956 the onus is on the statutory authority to decide the matter and announce the award within the prescribed period, ensuring that landlords are not unjustly burdened.

The appeal, brought under Section 37 of the Arbitration and Conciliation Act, 1996, challenged a judgment by the District Judge regarding compensation for land acquisition for the four-laning of National Highway-21. The dispute arose when the landowner contested the assessment of land value by the competent authority, claiming a higher market value.

Despite the Arbitrator's decision to award compensation, the Court noted that the award was not rendered within the statutory timeline specified in the Arbitration & Conciliation Act, 1996. While recognizing the provision for extending the arbitration period by mutual consent, the Court highlighted the absence of a fixed time limit for parties to seek such extensions. Ultimately, the Court disposed of the appeal, highlighting the need for adherence to statutory timelines in land acquisition disputes to uphold landowner rights.



## NPAC convenes special meeting to discuss progress in Arbitration law and recommendations for Amendments to the Arbitration and Conciliation Act, 1996

On April 5, 2024, Mr. S. Mahalingam (Member, Governing Council, NPAC) hosted a special meeting for advocates and professionals in the field of arbitration at the Madras Club, Chennai. The meeting aimed to discuss the progress in arbitration law and the recommendations of the Expert Committee, chaired by Dr. T. K. Viswanathan, on amendments to the Arbitration and Conciliation Act, 1996 (“Act”) and also to discuss the services provided by NPAC.

The gathering brought together eminent dignitaries, leading advocates, esteemed members of the Expert Committee, and prominent legal luminaries committed to advancing arbitration in India. The forum provided an opportunity to deliberate on the proposed amendments to the Arbitration and Conciliation Act, 1996, encouraging constructive dialogue and the development of actionable strategies to enhance arbitration in the country.

The event commenced with high tea at 5:30 PM, followed by a welcome address by Mr. S. Mahalingam. Subsequently, Mr. N.L. Rajah (Senior Advocate and Director of NPAC) took the dais to outline NPAC’s activities from 2005 to 2024. He began with a tribute to the late Mr. Nani Palkhivala and provided an overview of the Palkhivala Foundation, recalling its inception in January 2003 as a memorial initiative following Mr. Palkhivala’s passing in December 2002. He highlighted the Foundation’s partnership with the University of Madras to establish the Palkhivala Centre on Constitutional Law and Public Law.

Mr. Rajah detailed the centenary celebrations of Mr. Palkhivala in 2020 and the subsequent publication of a compilation of lectures, released by the Hon’ble Finance Minister Ms. Nirmala Sitharaman. He explained the NPAC’s objective to offer efficient and cost-effective arbitration services and to foster the development and growth of India’s arbitration framework. He noted that the NPAC is governed by a three-tier structure: the Governing Council, the Board of Directors, and the Administrative Office.

Mr. Rajah emphasized NPAC’s role in promoting institutional arbitration, making available institutional rules to parties, arbitrators, and institutions. He also outlined the NPAC’s activities, including providing internship opportunities for law students and graduates and publishing a bi-monthly newsletter titled “Dispute Resolutions” on arbitration updates. He concluded by mentioning NPAC’s intensive study course on the “Theory and Practice of Arbitration Law”, a certificate course designed for legal practitioners, law students, corporate professionals, and company secretaries.

Following Mr. Rajah’s presentation, Mr. Anirudh Krishnan (Founder, A K Law Chambers) discussed the “March of Law.” His presentation addressed various legal cases and judgments concerning arbitration agreements, arbitrability, appointment of arbitrators, enforcement of arbitral awards, and related issues. He spoke about cases where courts reviewed the existence and validity of arbitration agreements, the binding nature of non-signatory affiliates within corporate groups, and the importance of mutual intention in arbitration agreements. Mr. Anirudh highlighted instances where courts considered issues of arbitrability, public policy, and the independence and eligibility of arbitrators, referencing Supreme Court judgments that uphold the sanctity of arbitration agreements and ensure fair procedures. He also discussed the significance of judicial review in arbitration and the evolving legal landscape in India.







Dr. T.K. Viswanathan, former Union Law Secretary General of the 15th Lok Sabha, Parliament of India, then took the dais to discuss “Suggestions on the Amendments to the Arbitration and Conciliation Act 1996 by the Expert Committee”. Dr. Viswanathan outlined the formation and operations of the Expert Committee, which primarily aimed to evaluate the Act. He provided background on the Act and the three ordinances passed, detailing the proposed reforms and modifications and their necessity.

Dr. Viswanathan’s suggestions emphasized promoting institutional arbitration, enhancing transparency in arbitral proceedings and awards, and revitalizing party autonomy. He stressed the importance of incorporating technology while maintaining due process integrity and reducing court intervention in arbitration. A question-and-answer session followed, where Dr. Viswanathan addressed various queries and viewpoints.

The discussion concluded with an open forum where attendees shared ideas and suggestions, focusing on improving the arbitration process and making it cost-effective. Key points included efficient case management to avoid delays and costs, transparency and predictability in proceedings, and the importance of competent legal representation.

The event concluded with Mr. S. Mahalingam presenting a memento to Dr. T.K. Viswanathan as a token of appreciation. Mr. Arvind P. Datar (Senior Advocate and Director of NPAC), delivered the vote of thanks, expressing gratitude to all contributors to the conference’s success.

This meeting exemplified a collaborative effort to advance arbitration law and implement necessary reforms aligned with the Expert Committee’s recommendations. The gathering underscored the legal fraternity’s commitment to promoting arbitration as a preferred dispute resolution method, focusing on enhancing efficiency, transparency, and accessibility in arbitration proceedings.



**SAVE** *the* **DATE**



**Nani Palkhivala Arbitration Centre**  
**NPAC International Conference**  
**on Arbitration**

**India and Global Arbitration:**  
**Opportunities and Challenges**  
**for 2025–2030**

**October 18 (evening) & October 19, 2024**

**Venue**

**Shangri-La's-Eros Hotel, 19, Asoka Road,**  
**Connaught Place, New Delhi 110001**

**Fireside Chat**

**on Friday, October 18, 2024**

**and**

**Annual International**  
**Conference**

**on Saturday October 19, 2024**





## Navigating Disputes: Insights on Arbitration in the financial sector

### In conversation with Mr. TT Srinivasaraghavan

We had the privilege of interviewing Mr. T.T. Srinivasaraghavan, former Managing Director at Sundaram Finance, about his extensive experience with regard to arbitration as a dispute resolution method. He shared how arbitration has become a crucial method for resolving disputes efficiently and cost-effectively at Sundaram Finance. He opined that arbitration offers several advantages over litigation, including time bound resolutions and the expertise of specialized arbitrators and that this approach has proven particularly effective in handling complex financial disputes.

We explored the typical arbitration process for transport loan disputes and discussed details on the steps and challenges in arbitration proceedings. He also compared this process to other business

verticals, highlighting its adaptability. He mentioned the preference for institutional arbitration over ad hoc and his reasons for the same. The effectiveness of arbitration clauses in contracts was highlighted, along with the criteria for selecting arbitrators, emphasizing expertise and impartiality.

Looking ahead, he envisioned an evolving role for arbitration in the financial sector, particularly for transport loans, and noted few emerging trends in dispute resolution. This interview provides a concise overview of the role that arbitration has played at Sundaram Finance and its future potential as a dispute resolution mechanism in the financial industry.



To access the full video of the interview, use the following link:

<https://youtu.be/YIIq9SLDjJ0>

## Celebrating the Life of a Formidable Intellect – A Tribute to Mr. B.S. Raghavan I.A.S (Retd.)



On 27<sup>th</sup> April 2024, friends, family, admirers, and well-wishers of the late Mr. B.S. Raghavan, a retired I.A.S. officer and Governing Council member of the Palkhivala Foundation, gathered at Narada Gana Sabha (Mini Hall) to honour his memory. Mr. Raghavan, who passed away at 97 on 10<sup>th</sup> April 2024, was remembered for his remarkable contributions and influential life.

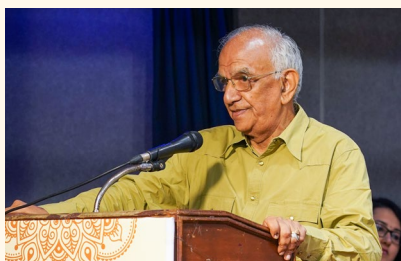
The event began at 3:30 p.m. with refreshments, allowing guests to connect and share memories of Mr. Raghavan. Following the arrival of Hon'ble

Ms. Nirmala Sitharaman, Minister of Finance and Corporate Affairs, the event commenced at 4:00 p.m. with a warm welcome from the compere. A minute of silence was observed in Mr. Raghavan's memory.

Mr. Arvind P Datar, Senior Advocate and Director of NPAC, delivered the welcome address, celebrating Mr. Raghavan's distinguished service and prolific writing. He noted Mr. Raghavan's leadership and his role in founding significant organizations. He concluded with a poem by Mr. Raghavan, **"95 and at the Crease."**







Mr. Gurumurthy, Editor of Thuglak magazine, emphasized Mr. Raghavan's philanthropic nature and love for Tamil. He highlighted the importance of celebrating true leaders like Mr. Raghavan.

Mr. N. L. Rajah, Senior Advocate and Director of NPAC, presented "**A Glimpse of the Life of Shri. B. S. Raghavan: Through a Photographer's Lens,**" detailing Mr. Raghavan's contributions and philosophical approach to life.

Mrs. Nalini Gopinath, Mr. Raghavan's daughter, shared a heartfelt tribute, describing him as a multifaceted mentor and vibrant individual, concluding with a verse from "**The Rubaiyat of Omar Khayyam.**"

Dr. Soumya Swaminathan, Chairperson of the M.S. Swaminathan Research Foundation, emphasized Mr. Raghavan's significant contributions to social and agricultural development.

Mr. T.S. Krishnamurthy, former Chief Election Commissioner, highlighted Mr. Raghavan's prolific writing, progressive thinking, and personal warmth.

Mr. N. Gopalaswami, former Chief Election Commissioner of India, remembered Mr. Raghavan's compassion and role in the Home Ministry.

Dr. K.V.S. Gopalakrishnan, President of P.S. Educational Society, spoke of Mr. Raghavan's fervour for learning and integrity.

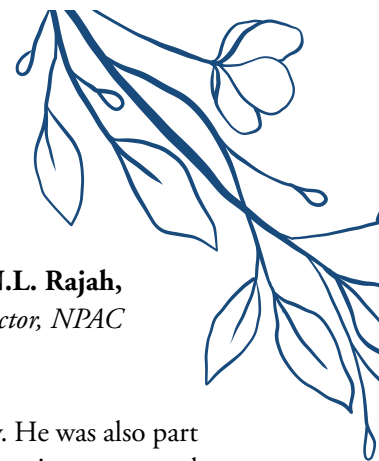
Mr. V. Ranganathan, Chartered Accountant, reflected on Mr. Raghavan's magnanimity and collaborative spirit.

Mr. R. Anand, Chartered Accountant and Director of NPAC, admired Mr. Raghavan's diplomatic skills and commitment to principles.

Hon'ble Ms. Nirmala Sitharaman shared her memories, portraying him as a mentor and an advocate for the elimination of colonial vestiges and integration of technology.

Mr. Gopinath delivered the vote of thanks to attendees and speakers and then concluded by offering copies of Mr. Raghavan's book of poems, "**Offerings.**" The event concluded with the National Anthem.





## Tribute to Mr. B S Raghavan

– Mr. N.L. Rajah,  
Director, NPAC

Bahukutumbi Srinivasa Raghavan, a former bureaucrat, intellectual, speaker and columnist who served as the Chief Secretary of West Bengal, passed away on 10<sup>th</sup> April, 2024 at the age of 96. He was one of the members of the governing council of the Nani Palkhivala Arbitration Centre and has been a pillar of strength to not only the NPAC but also to parent organization the Palkhivala Foundation.

On 27<sup>th</sup> April 2024, NPAC joining hands with friends and relatives of Mr.Raghavan, organized a condolence meeting in memory of Mr.Raghavan. Hon'ble Finance Minister Mrs.Nirmala Sitharaman, Mr.Arvind Datar, Mrs.S.Gurumurthy, Mrs.Nalini Gopinath, Mr.N.Gopalaswami, Mr.T.S.Krishnamurthy, Dr.V.S.Gopalakrishnan, V.Ranganathan, Mr.R. Anand and Mr.N.L.Rajah paid rich encomium to the contributions of Mr.Raghavan in setting standards in public life and his contributions to public welfare.

As the publication '*Businessline*' recalls, Shri. Raghavan, an Indian Administrative Service officer of the West Bengal cadre, served the country between 1952 and 1987. During the period of his service, he held important positions in West Bengal and the Government of India. He was Secretary to many departments, Chairman and Managing Director of several public sector enterprises. He had also served as the head of the vigilance set up of Indian Railways. He was also either the head or part of several committees of the government of India, such as the Committee on Synchronous Communications Satellite, the All-party Committee on Political Defections and the

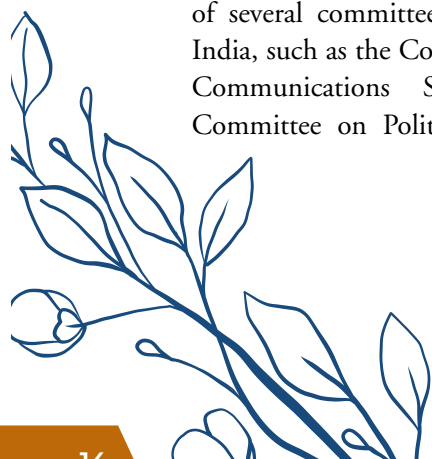
Expert Committee on Energy. He was also part of several notable Indian delegations to several UN organs and formations, such as the GATT, the International Wheat Council, CHOGM and NAM.

Shri. Raghavan, known for his fluent and flowery English speeches, was interestingly also a member of the International Society of Poets.

During his tenure as a bureaucrat, he served under several Prime Ministers—notably Nehru, Lal Bahadur Shastri and Indira Gandhi. In his memoirs published last year, presciently named "*Fading Footprints*", Raghavan wrote: "*I enjoyed their confidence to such a degree that, combined with the vast range of my responsibilities touching every aspect of national life, I came to be regarded as the fly wheel of the (Home) Ministry.*"

Raghavan was a regular columnist with the '*Businessline*' and contributed greatly to the paper's creation in 1994. For many years, he was an informal adviser to the newspaper, which immensely benefited from his suggestions, such as bringing out a special page on Information Technology at a time when IT was just beginning to happen in India. An extremely affable and compassionate person, Raghavan could engage in conversation with anybody, regardless of age or stature, in at least four languages: English, Tamil, Hindi, and Bengali.

We at the Nani Palkhivala Arbitration Centre will miss Shri. Raghavan and his wise and enlightening counsel in several activities in which it is involved.



## Five-Day Intensive Course on “The Theory and Practice of Arbitration Laws”

NPAC conducted a five-day intensive course on “The Theory and Practice of Arbitration Laws” from 2<sup>nd</sup> May, 2024 to 7<sup>th</sup> May, 2024, at the Sambasivan Auditorium, M.S. Swaminathan Research Foundation in Chennai.

The session commenced with a warm welcome by Mr. N.L. Rajah, Senior Advocate and Director of NPAC, who set the tone for the event with his insightful address. This was followed by a special address from Hon’ble Justice Ms. Prabha Sridevan (Retd.), former Judge of the Madras High Court. Known for her significant contributions to various legal doctrines, she shared her extensive experience and knowledge, highlighting key aspects of arbitration laws and practicalities in the arbitration process.

Following Ms. Prabha, Hon’ble Mr. Justice R. Subramanian of the Madras High Court delivered the inaugural address. With his illustrious career in the legal profession and significant contributions to civil and writ jurisdiction, he provided deep insights into the evolution and current practices of arbitration laws. He emphasized the importance of continuous legal education.

Mr. M. S. Krishnan, a Senior Advocate at the Madras High Court, concluded the inaugural session with a vote of thanks to the distinguished speakers and attendees. The inaugural session ended with attendees networking over refreshments before commencing the training sessions.

The course featured a distinguished panel of tutors, each bringing a wealth of experience and expertise to

the sessions. The panel included Mr. N.L. Rajah (*Senior Advocate*), Mr. Murari (*Senior Advocate*), Mr. Thriyambak Kannan (*Advocate*), Hon’ble Justice Mr. K. Chandru (Retd.), Mr. R. Sankaranarayanan (*Senior Advocate and Former Additional Solicitor General*), Mrs. Chitra Sampath (*Senior Advocate*), Mr. Anirudh Krishnan (*Advocate*), Mr. Sriram Venkatavardhan (*Advocate*), Mr. Ramkishore Karanam (*Advocate*), Ms. Renu Gupta (*Advocate*), Ms. Payal Chawla (*Advocate*), Mr. Sricharan Rangarajan (*Senior Advocate*), Mr. Arvind P. Datar (*Senior Advocate*), Mr. P.H. Arvind Pandian (*Senior Advocate*), Mr. Om Prakash Ellanty (*Senior Advocate*), Mr. Sai Sudharshan (*Advocate*), and Mr. Sharath Chandran (*Advocate*).

The first day of the session focused on the basic concepts of arbitration law. Key topics included the historical evolution of arbitration law in India, the structure and significant provisions of the Arbitration and Conciliation Act 1996 (“Act”), and what constitutes an “arbitrable dispute” under the Act. Additionally, there were discussions on how to draft effective arbitration agreements, distinctions between institutional and ad hoc arbitrations, and the requirements for stamp duty and registration of these agreements. The concept of “waiver” under Section 4, the extent of judicial intervention under Section 5, and the role of judicial authorities in referring matters to arbitration under Section 8 of the Act were also covered.

The second day was about the mechanics of interim orders under Sections 9 and 17 of the Act. Emerging trends in the issuance of interim orders were discussed, alongside







the pre-arbitral proceedings notice process. The day also included an in-depth look at the procedures for objecting to the appointment of arbitrators, addressing potential conflicts of interest, and the appointment process under Section 11 of the Act.

On the third day, the sessions focused on the limitation period for filing applications to set aside arbitral awards under Section 34 of the Act, as well as the scope and grounds for such applications. Attendees were also briefed on the enforcement of arbitral awards under Section 36, including recent amendments and their implications for the enforcement process.

The fourth day covered more complex issues such as the involvement of non-signatories in arbitration proceedings, the implications of the unilateral appointment of arbitrators, and the procedural steps required during

arbitration. The discussions provided clarity on the procedural safeguards and strategic considerations involved in these areas.

The final day focused on post-award issues, including the modification and severance of arbitral awards, and the conditions under which arbitral proceedings can be terminated under Section 32 of the Act. The sessions emphasized practical challenges and strategies for effectively navigating these concluding stages of the arbitration process.

The valedictory session began with a welcome address by Mr. N.L. Rajah, Senior Advocate and Director of NPAC. Hon'ble Ms. Justice P.T. Asha, Judge of the Madras High Court, delivered the valedictory address. The session concluded with a vote of thanks by Mr. V. S. Jayakumar, Senior Advocate of the Madras High Court.



## DISPUTE RESOLUTIONS

The training session was well received, with attendees appreciating the extent of topics covered. The esteemed tutors shared valuable insights, making the sessions both enlightening and practical. Feedback from attendees indicated a high level of satisfaction, with many expressing a deeper understanding of arbitration laws and their applications.

The feedback received from attendees highlights the success of the event and its positive impact on the legal community. Hon'ble Mr. Justice P.N. Prakash (Retd.) remarked, "I came with no idea of the law of arbitration, and now I have understood the basics of the law." This reflects the transformative educational experience provided by the course.

Attendees expressed their gratitude for the well-organized event. CM Mari Chelliah Prabhu, Advocate at the Madurai Bench of the Madras High Court, noted,

*"We are thankful for NPAC for taking more efforts in arranging prominent persons of law/judiciary in the training programme. Really we all enjoyed a lot since now we know in what manner the Act 1996 has to be seen and read. No words to say since NPAC did a wonderful job. I am very thankful to NPAC."*

Adhilakshmi Logamurthy, Advocate at the Madras High Court, shared similar positive feedback that "I had introduced a few of my Advocate and Chartered Accountant friends and everyone told positive about the course."

NPAC is encouraged by the overwhelmingly positive responses and looks forward to organizing more insightful and impactful sessions in the future. Keep following the newsletter for announcements of more such training sessions.



### NANI PALKHIVALA ARBITRATION CENTRE

**Chennai Address:** New No.22 Karpagambal Nagar, Mylapore, Chennai - 600 004, India

Phone: +914424987145 / +914424987745 / +9144249866 97

Email : [nparbitration@gmail.com](mailto:nparbitration@gmail.com) / [npac2005@gmail.com](mailto:npac2005@gmail.com) | Website : [www.nparbitration.net](http://www.nparbitration.net)

**Delhi Address :** A1/32, Azad Apartments, Shri Aurobindo Marg, New Delhi, Delhi 110 016. India

Email : [npacdelhi@gmail.com](mailto:npacdelhi@gmail.com)