



DELHI ARBITRATION CENTRE

Institutional Arbitration Centre · Since 2011

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**DELHI
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September 2026 was a month of gateways: the Supreme Court decided where a Section 34 petition is filed when no seat has been agreed, when an arbitration begun without consent is a nullity, and when a deposit in court stops interest from running.



First questions

On the month's theme

The Delhi Arbitration Centre administers arbitration, conciliation and mediation under its own Rules and on references by courts, Micro and Small Enterprises Facilitation Councils and other authorities. This monthly is part of the Centre's commitment to a better-informed arbitration community.

Most of what the courts said about arbitration this month concerned questions that come before the merits. Where is the dispute to be decided? By whom? On what terms did the parties agree to be bound? And who, if anyone, watches over the people who decide? These are first questions, and September showed how much turns on them.

On 23 September the Supreme Court held, in a dispute over mining equipment in Odisha, that the city in which a High Court sits does not become the seat of an arbitration merely because that High Court appointed the arbitrator, and that sittings held there for convenience are a venue and nothing more. Where the parties have not chosen a seat, every commercial or district court within the State may hear the challenge to the award. Our cover story explains the decision and what it means for a party drafting a clause or filing a petition. On 17 September the Court set aside, as non est, an arbitration that a lender had begun by appointing a tribunal without the borrower's consent, and with it every freezing order the tribunal had made. On 18 September it held that money deposited in court to obtain a stay is not payment, and that interest continues to run until the award-holder can actually take it; it has asked the Law Commission to consider a uniform rule. And on 22 September it enforced a standard "no interest" clause in a public works contract to remove pre-reference interest from an award.

The last of the first questions was put by the Chief Justice of India at the close of India ADR Week on 11 September. The Arbitration Council of India was created by Parliament in 2019 and, more than six years later, does not exist. Rather than wait for a new Bill, he asked institutions to build their own architecture of self-regulation, beginning with a common register of arbitrators' conflicts, caseloads, time taken to deliver awards and areas of expertise. The Centre welcomes that invitation. An institution answers most of the first questions before a dispute arises: its clause names the seat, its rules fix how the tribunal is constituted and challenged, and its registry keeps the record of who decides what and how long it takes. We will say more about the register in a later issue.

Three High Courts this month also addressed the Facilitation Council route on which much of the Centre's work arrives: Telangana on the seventy-five per cent deposit, Calcutta on which court hears post-award applications, and Delhi on claims that predate a supplier's registration. Those rulings, and the rest of the month, are inside; the sources are on the last page, and corrections and contributions are welcome at admin@delhiarbitrationcentre.com.

Kangia
(Registrar)

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Registrar

Delhi Arbitration Centre
1 October 2026

Where does the Section 34 petition go?

In *Mahanadi Coalfields v. GSCO Infrastructure*, decided on 23 September 2026, the Supreme Court held that a High Court's city does not become the seat of an arbitration because that High Court appointed the arbitrator, and that where no seat has been agreed every commercial or district court within the State may hear a challenge to the award.

By the Editorial Desk · September 2026



Every petition under Section 34 of the Arbitration and Conciliation Act, 1996 begins with a question that has nothing to do with the award: which court? Section 2(1)(e) defines the “Court” as the principal civil court of original jurisdiction in a district, or the High Court where it has ordinary original civil jurisdiction. When the parties have named a seat, the courts of the seat answer the question. When they have not, the question becomes litigation, and this month the Supreme Court decided one such case.

Mahanadi Coalfields, a Coal India subsidiary, hired heavy earth-moving equipment from GSCO Infrastructure under a tender of 2012 for one of its mines in Sundargarh district, Odisha. The contract had an arbitration clause but no seat clause. When disputes arose the Orissa High Court, which sits at Cuttack, appointed a sole arbitrator under Section 11(6). The arbitrator held sittings at Cuttack and made an award on 25 October 2021 in GSCO's favour. In December 2021 Mahanadi Coalfields filed three petitions under Section 34 before the District Judge at Sundargarh, where the mine and the contract were. GSCO objected that Cuttack was the seat and that only the courts there could hear the challenge. The District Judge rejected the objection; the High

“Mere conduct of arbitral proceedings at a particular place does not, by itself, determine the juridical ‘seat’ of arbitration.”

SUPREME COURT, MAHANADI COALFIELDS V. GSCO INFRASTRUCTURE, 23 SEPTEMBER 2026 (2026 INSC 1038)

Court, in writ jurisdiction, accepted it, because it had appointed the arbitrator, sits at Cuttack, and the hearings had taken place there.

Justices Sanjay Kumar and Sanjeev Sachdeva, in a judgment written by Justice Sachdeva, reversed. The first limb of the reasoning concerns the difference between a seat and a venue. The seat is the juridical home of the arbitration, the place whose courts supervise it; the venue is merely where the tribunal happens to sit. A seat is fixed by the parties' agreement or by a specific determination to that effect. Where there is neither, the place at which sittings are held, chosen for the convenience of the arbitrator, does not become the seat by use. The Court held that "mere conduct of arbitral proceedings at a particular place does not, by itself, determine the juridical 'seat' of arbitration", and that the High Court had "clearly erred in also holding the 'Seat' as Cuttack because the disputes were referred to the Arbitrator by the High Court which has its seat at Cuttack".

The second limb concerns what follows when there is no seat. A High Court's jurisdiction is not confined to the city in which it sits; it extends across the State. The Court therefore held that "all the Commercial Courts/District Courts within the territorial jurisdiction of the High Court would have jurisdiction to entertain a petition under section 34 of the Act, unless there is an agreement of the parties to the contrary or a specific determination of a 'Seat'". Section 42, which gives exclusive jurisdiction to the court first approached with an application under Part I, did not bar the Sundargarh court. The three petitions were restored to the District Judge for decision on their merits.

The decision completes a pair with the Court's ruling in April in J&K Economic Reconstruction Agency v. Rash Builders, covered in our first issue. There the parties had agreed a seat at Srinagar and a venue at New Delhi, the award was signed in Delhi, and the Court held that the agreed seat governs and that "a stray recital in the award" cannot displace it. Here there was no agreed seat at all, and the Court declined to supply one from the accidents of the appointment and the hearings. Read together, the two decisions say the same thing from opposite directions: the seat is a matter of agreement or of a deliberate determination, not of geography, and nobody acquires a seat by default.

For those who draft contracts the lesson is the familiar one, with a fresh illustration of its cost. A clause that names the seat, records the venue separately if the parties want one, and chooses the institution whose rules will govern, settles the Section 34 forum before any dispute arises; the Centre's model clause does this in three sentences. A clause that is silent leaves the forum to be litigated after the award, as GSCO found. For counsel filing under Section 34 after this judgment the sequence is: look first for an agreed seat; if there is none, for a specific determination by the tribunal or a court; if there is none, identify the court under Section 2(1)(e) and the Commercial Courts Act, 2015 within the State where the cause of action arose or the respondent is, and file there. A petition in the wrong court costs time that Section 34(3) does not give back.

Mahanadi Coalfields was one of several gateway decisions this month. In GVV Constructions (8 September) the Court held that an "excepted matters" defence is for the tribunal under Section 16; in Hariom Projects (18 September) that a High Court cannot pass a pending Section 37 appeal to the tribunal; and in Arth Micro Finance (17 September) that an arbitration begun without the other side's consent is non est. The common thread is that the Act assigns each question to a forum, and the Court will move neither for convenience.

WHAT TO TAKE AWAY

- A High Court's city is not the seat because that High Court appointed the arbitrator; sittings held there for convenience are a venue.
- Without an agreed seat or a specific determination, every commercial or district court within the State may entertain a Section 34 petition.
- Section 42 did not bar the District Judge at Sundargarh; the three petitions were restored.
- Name the seat in the clause. Silence leaves the forum to be litigated after the award.

ALSO DECIDED: EXECUTION AGAINST AN SPV'S PROMOTERS

In UPRVUNL v. Adani Enterprises (order of 3 September 2026) a Bench led by the Chief Justice declined to interfere with the Allahabad High Court's ruling that the three constituents of UCM Coal Company, a special purpose vehicle they had created, funded and controlled, were persons claiming under a party and could be proceeded against in execution of awards against the SPV, but clarified that the decree is first to be satisfied from UCM's own assets, and only "if the claim remains unsatisfied" does execution proceed against them.

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Supreme Court arbitration judgments with neutral citations in September

2026 INSC 976 to 1044 and 2026 LiveLaw (SC) 963

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High Court arbitration rulings in LiveLawBiz's three September weekly digests

19 of them from the Delhi High Court

24

States party to the Singapore Convention on Mediation

Uzbekistan acceded on 28 August; India signed in 2019 but has not ratified

25

issues in Hong Kong's consultation on its Arbitration Ordinance

Comments close 27 October 2026

National Skill Development Corporation v. Surya Wires

8 September 2026 · Justices P.S. Narasimha and Alok Aradhe · 2026 INSC 977; 2026 LiveLaw (SC) 930

NSDC lent about Rs. 7.17 crore in December 2016 and a further Rs. 2.13 crore in August 2017 to Surya Wires under the Pradhan Mantri Kaushal Kendra scheme. Each tranche was documented by a service level agreement, a loan agreement containing an arbitration clause, and "facility agreements" that included personal guarantees signed by the company's managing director. After default and recall notices in October 2021, NSDC invoked arbitration in June 2022. The sole arbitrator accepted the guarantor's objection that he had not signed the loan agreements and deleted him from the array of parties; the High Court affirmed. The Supreme Court allowed the appeal. Reading the definitions, the schedule that listed the guarantees as facility agreements and the clause deeming facility agreements part of the loan agreement together, the guarantees were an integral part of one composite transaction, executed contemporaneously as a condition of disbursement, and under Section 7(5) the arbitration clause stood incorporated into them. "A guarantee so defined and so integrated cannot be severed, for purposes of dispute resolution alone," the judgment says.

WHY IT MATTERS A lender can hold a personal guarantor to the loan agreement's arbitration clause, without a separate clause in the guarantee, if the documents expressly integrate it.

GVV Constructions v. Union of India

8 September 2026 · Justices P.S. Narasimha and Alok Aradhe · 2026 INSC 976

South Central Railway awarded GVV a track-doubling contract in 2017 on the Indian Railways Standard General Conditions of Contract. In 2022 the Railway terminated the contract under Clause 62, forfeited the performance guarantee and refused compensation. The contractor's writ petition failed, but a Division Bench of the High Court allowed it to go to arbitration while, in effect, laying down in advance how the tribunal should treat the "excepted matters" clause, under which certain decisions of the Railway are final and outside arbitration; a former Supreme Court judge was appointed sole arbitrator. The Supreme Court set the offending directions aside. Whether a claim falls inside or outside an excepted-matters clause of a works contract is a question Section 16 commits to the tribunal; since the 2015 amendment the appointing court's enquiry is confined to the existence of the arbitration agreement, and a writ or appellate court has no greater power to pre-decide arbitrability or to constrain the tribunal's enquiry. "Section 16 incorporates the principle of kompetenz-kompetenz, which lies at the foundation of the Act," the Court said.

WHY IT MATTERS Government employers cannot use the Section 11 stage or a writ to settle an excepted-matters defence; the tribunal decides first.

Arth Micro Finance v. Shivalik Small Finance Bank

17 September 2026 · Justices J.B. Pardiwala and K. Vinod Chandran · 2026 LiveLaw (SC) 963

In May 2024 the bank began arbitration against a micro-finance borrower by appointing a tribunal, which it said had been agreed; the borrower objected that the arbitrator was closely associated with the bank. The tribunal nevertheless froze the borrower's accounts and permitted seizure of its property under Section 17, and the Allahabad High Court dismissed the borrower's Section 37 appeal as time-barred. The Supreme Court found nothing on the record showing that the borrower had consented to the tribunal. Because arbitration rests on consent, the initiation of the proceedings was non est in law and every interim order fell with it. A fresh sole arbitrator was appointed, and the seized property and debited sums were to be restored within one week, failing which compound interest at 18 per cent with monthly rests would run.

WHY IT MATTERS A tribunal constituted without the other side's demonstrable consent is a nullity, and a lender that self-appoints risks losing every interim protection and paying penal interest.

National Seeds Corporation v. National Agro Seed Corporation (India)

18 September 2026 · Justices P.S. Narasimha and Alok Aradhe · 2026 INSC 1017; 2026 LiveLaw (SC) 958

An award of June 2019 directed the Corporation to pay about Rs. 1.46 crore with interest at 12 per cent. The Delhi High Court stayed enforcement on deposit of half the principal. When the Section 34 challenge failed the award-holder sought to withdraw the deposit; the Corporation resisted, and deposited the balance only in April 2022. The executing court ordered interest to run until 8 September 2022, when the money was finally released unconditionally, and the Supreme Court agreed. A deposit made only to secure a stay, resisted at every stage and without the notice that Order XXI Rule 1(2) of the Code requires, is not payment; interest ceases only when the deposit is unconditional and available for withdrawal. Noting that the Act gives no guidance on conditional deposits, the Court requested the Law Commission of India to examine a uniform statutory framework.

WHY IT MATTERS An award-debtor who deposits to obtain a stay under Section 36 must make the deposit unconditional and withdrawable, or interest keeps running for the whole appeal.

Union of India v. Hariom Projects

18 September 2026 · Justices Aravind Kumar and Prasanna B. Varale · 2026 INSC 1044; 2026 LiveLaw (SC) 997

A contractor for works at the National Defence Academy, Khadakwasla moved the District Judge, Pune, under Section 9 to restrain termination and was refused. It appealed under Section 37 to the Bombay High Court and sought an arbitrator under Section 11; meanwhile the Union terminated the work order. The High Court stayed the termination, appointed a sole arbitrator, and remitted the Section 37 proceedings to the tribunal to be treated as an application under Section 17. The Supreme Court held this impermissible: appellate jurisdiction under Section 37 belongs to the court and cannot be delegated, and a tribunal acting under Section 17 “does not exercise appellate jurisdiction over an order passed by a competent Court under Section 9”, even by consent. The tribunal remains free to consider fresh interim relief in the light of later events.

WHY IT MATTERS Sections 9 and 17 are parallel tracks, not a hierarchy, and a pending Section 37 appeal cannot be passed to the tribunal.

North Eastern Electric Power Corporation v. Astra Construction

22 September 2026 · Justices P.S. Narasimha and Alok Aradhe · 2026 INSC 1036; 2026 LiveLaw (SC) 980

Under a 1996 contract for civil works at a gas-turbine project in Tripura, an award of 2015 granted about Rs. 3.30 crore in damages with interest at 12 per cent for the pre-reference period. Clause 54 of the general conditions barred interest on amounts held up because of disputes and, separately, on delayed payments. The Commercial Court struck down the pre-reference interest; the Meghalaya High Court restored it; the Supreme Court allowed NEEPCO's appeal. Section 31(7) (a) opens with “unless otherwise agreed by the parties”, words which “expressly subordinate that power to the parties' bargain”; an express contractual bar excludes pre-reference interest even if it is not addressed to the arbitrator's jurisdiction. Because Clause 54 independently excluded interest for delayed payment, disputed or not, it was a complete bar.

WHY IT MATTERS Standard “no interest” clauses in public works contracts will be enforced to remove pre-reference interest from awards; claimants should price this in at the drafting stage.

ALSO WATCHED

In *Larsen & Toubro v. India International Convention and Exhibition Centre* (order of 1 September 2026) Justices P.S. Narasimha and Alok Aradhe issued notice on L&T's petition against the Delhi High Court's decision setting aside a tribunal's majority direction that about Rs. 227 crore in certified stage payments be released under Section 17(1)(ii)(e). The Court said that the question of a tribunal "not merely granting injunctions, as it originally was contemplated, to go further and give positive directions, will have to be considered"; no stay was granted. And on 28 September a Bench led by the Chief Justice dismissed in limine Percept Talent Management's petition against the Calcutta High Court's affirmation of an award of Rs. 14.49 crore with interest in favour of Sourav Ganguly under a 2003 player representation agreement.

FROM THE COURTS

High Courts

September 2026

DELHI HIGH COURT · DIVISION BENCH

Matsya Fincap v. Mohd Hassinuddin

16 September 2026 · Justices Anil Kshetarpal and Shail Jain · FAO (COMM) 221/2024

A loan agreement named a particular advocate as arbitrator. After default the lender alone invoked the clause and appointed him; he proceeded ex parte and awarded about Rs. 5.18 lakh. The Bench upheld the setting-aside of the award. Naming an arbitrator in the contract works only where the designation reflects both parties' mutual and continuing consent; where one party alone activates the clause after disputes arise, Section 12(5) applies, and "the statutory requirement under the proviso to Section 12(5) is an express agreement in writing executed after the disputes have arisen".

DELHI HIGH COURT · DIVISION BENCH

Unison Hotels v. IFFCO Tokio General Insurance

16 September 2026 · Justices C. Hari Shankar and Vinod Kumar · FAO(OS) (COMM) 29/2026

A three-member tribunal awarded about Rs. 65.13 crore on a fire insurance claim roughly two years after reserving the award, and a Single Judge set it aside for delay alone. The Bench reversed and remanded. "Delay in rendition of an arbitral award is not, by itself, sufficient to set it aside"; the challenger must show that the delay was unexplained and that the findings were affected by it. Lockdowns, late written submissions and three-arbitrator deliberation explained the delay, and the insurer identified no argument the award had missed.

DELHI HIGH COURT · DIVISION BENCH

Ahluwalia Contracts (India) v. Airports Authority of India

25 September 2026 · Justices Anil Kshetarpal and Vimal Kumar Yadav · FAO(OS) (COMM) 246/2026

The Authority itself appointed a retired CPWD chief engineer as sole arbitrator in 2019; both sides took part for nearly four years; when the award partly favoured the contractor, the Authority had it set aside on its own appointee's ineligibility. The Bench affirmed. An appointment letter "cannot be treated as an express agreement in writing under the proviso to Section 12(5)", participation is not waiver, and because the defect goes to jurisdiction the court may examine it even if neither party raised it.

DELHI HIGH COURT · DIVISION BENCH

Kurukshetra Expressway v. National Highways Authority of India

28 September 2026 · Justices Anil Kshetarpal and Shail Jain · FAO(OS) (COMM) 211/2026

A concessionaire on NH-71 claimed about Rs. 1,347 crore as termination payment; the tribunal awarded Rs. 911.13 crore using a project cost of Rs. 1,045.55 crore drawn from a later letter, although the concession agreement defined total project cost as the lowest of three figures. The Bench upheld the setting-aside for patent illegality. "Words of restriction and qualification deliberately incorporated into a definition clause must be given meaning and effect"; by substituting its own figure the tribunal rewrote the allocation of risk.

DELHI HIGH COURT · DIVISION BENCH

Airport Handling Services v. Indian Institute of Technology, Kanpur

28 September 2026 · Justices Anil Kshetarpal and Shail Jain · FAO (COMM) 231/2026

In an MSMED Act reference the arbitrator, then President of the Delhi State Consumer Commission, awarded about Rs. 27.77 lakh; the Institute had the award set aside because the Commission's service rules barred its President from arbitral work. The Bench restored the award. "A service-condition restriction cannot, without more, be transposed into an ineligibility under Section 12(5)", which arises only from the Seventh Schedule; the arbitrator had made his disclosures and no objection had been taken under Section 16(2).

DELHI HIGH COURT

Indian Bank v. Bank of Baroda

25 September 2026 · Justice Om Prakash Shukla · ARB.P. 1191/2026

Two banks disputed priority of charges on a borrower's security. Section 11 of the SARFAESI Act creates a statutory arbitration mechanism for such inter-bank disputes, so the other bank's refusal to agree was no bar: "The absence of consent does not, in the facts of the present case, constitute an impediment to the exercise of jurisdiction under Section 11(6) of the Arbitration Act." A sole arbitrator was appointed under the rules of the Delhi International Arbitration Centre.

BOMBAY HIGH COURT

SAP India v. Cox and Kings

10 September 2026 · Justice Arif S. Doctor · Comm. Arb. Pet. 865/2026

SAP's claim of Rs. 17.98 crore before a tribunal constituted in January 2019 stalled when Cox and Kings entered insolvency, and a separate arbitration and SAP's jurisdictional challenge to it ran until the Supreme Court decided the point in January 2026. The Court extended the tribunal's mandate under Section 29A by one year: extension is a case-by-case exercise, the moratorium and the later litigation were sufficient cause, and the delay "cannot, in the facts of the present case, be attributed to any deliberate, wilful or negligent default".

DELHI HIGH COURT

Shri Krishan Grit Co. v. Continental Engineering Corporation

8 September 2026 · Justice Tushar Rao Gedela · ARB. A. (COMM) 30/2024

A supplier invoked arbitration in 2018, never filed its claim, and the proceedings were terminated. It obtained MSME registration in February 2019 and began a fresh arbitration through the Delhi International Arbitration Centre as an MSME claim for supplies made in 2016 and 2017. The tribunal and the Court held there was no jurisdiction. Registration operates prospectively, and "a party cannot be permitted to re-open such abandoned claims by mere registration under the MSME Act, 2006, subsequently".

TELANGANA HIGH COURT · DIVISION BENCH

Atlantis Agritech v. Kendriya Bhandar

2 September 2026 · Justices Moushumi Bhattacharya and Renuka Yara · CRP 1947/2026

A Facilitation Council awarded about Rs. 41.86 crore with interest to a supplier. In execution the award-debtor filed an application under Section 47 of the Code attacking the award and sought to stall asset disclosure. Held: objections under Section 47 that attack the award are in substance a challenge to it and attract the seventy-five per cent deposit under Section 19 of the MSMED Act; "the indulgence by a Court is limited to permitting the Award-Debtor to deposit the amount in instalments", and such an application does not halt other steps in aid of execution.

CALCUTTA HIGH COURT

Innovel Energy Services v. Elevar Digital Infrastructure

10 September 2026 · Justice Gaurang Kanth · AP-COM 385/2026

After an award by the West Bengal Facilitation Council at Kolkata, the award-holder applied to the Calcutta High Court under Section 29A for a post-award extension. The contract gave exclusive jurisdiction to the courts at New Delhi, where the Section 34 challenge was pending. Dismissed for want of territorial jurisdiction: post-award proceedings are governed by the Act, and "the statutory location of the Facilitation Council, therefore, cannot by itself be treated as determinative of the territorial jurisdiction of the Court under Section 2(1)(e)".

KARNATAKA HIGH COURT · DIVISION BENCH

The Commissioner v. Karnataka Micro and Small Enterprises Facilitation Council

3 September 2026 · Chief Justice Vibhu Bakhru and Justice K.S. Hemalekha · W.A. 1490/2024

The State failed to pay a supplier of handheld devices; the Council awarded about Rs. 29.33 lakh in January 2017. The State filed no Section 34 petition in time but a writ petition seeking review on the merits. Appeal dismissed: “Plainly, the appellant cannot be permitted to overcome the period of limitation by avoiding the statutory remedy and seeking the extraordinary remedy under Article 226.”

MADRAS HIGH COURT

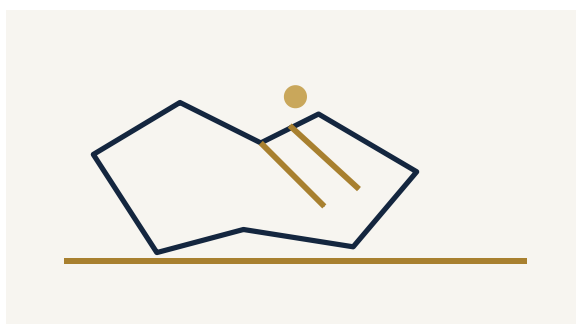
Chandramouli V. v. American International School Chennai

25 September 2026 · Chief Justice Sushrut Arvind Dharmadhikari · Arb.O.P. 44/2026

A former employee sought an arbitrator for severance claims on the strength of a letter containing an arbitration clause; the school said the letter was forged and issued without authority, and the employment contract had no such clause. Appointment refused: where the only document carrying the clause is credibly alleged to be fabricated and there is no ratification, no agreement is made out even prima facie. “Arbitration is the child of consent, and consent cannot be presumed into existence merely because a document bearing an arbitration clause has been produced.”

INDIA Policy & institutions

Legislation · Government · arbitral institutions



India ADR Week ran across Bengaluru, Mumbai and New Delhi from 7 to 11 September; GHAC Arbitration Week opened at GIFT City on 3 September; and on 25 September the Finance Ministry's draft of a new model bilateral investment treaty was reported to have gone to the Union Cabinet.

11 SEPTEMBER 2026 · NEW DELHI

The Chief Justice on the Council that does not exist

Closing India ADR Week 2026, Chief Justice of India Surya Kant said: “I want to point out an inconvenient fact instead. The law creating a National Regulatory Body for Arbitration, namely, the Arbitration Council of India, was passed in 2019. It has now been more than six years, and that Council still does not exist.” He acknowledged that the Government is working on a fresh Arbitration Bill that could reshape the Council, but said the community “cannot afford to simply wait for Delhi, in the governmental sense, to decide how the arbitration community should regulate itself”. His proposal was a common, cross-institutional public register recording each arbitrator's conflicts, existing appointments and sitting load, average time taken to deliver awards and areas of expertise, so that arbitrators are chosen on a visible track record rather than on reputation passed around in closed circles. He also warned against “cross-border repetition”: parties “must be able to rely on decisions without having to start the same argument all over again”.

7–11 SEPTEMBER 2026 · BENGALURU, MUMBAI, NEW DELHI

India ADR Week: seats, arbitrators and a survey

The Mumbai Centre for International Arbitration's India ADR Week ran more than twenty sessions across three cities. In Bengaluru, Chief Justice Vibhu Bakhru of the Karnataka High Court called for more Indian and South Asian arbitrators in international practice. In Mumbai, in-house counsel argued for India-seated arbitration; Rashna Mistry of Tata Projects said, “India has an excellent set of arbitrators, we have good counsel, we have good institutions.” In New Delhi, former Supreme Court Justice A.K. Sikri, judging a debate, concluded that “it would be impossible to regulate arbitrators in exactly the same manner as Supreme Court and High Court judges”. On the closing day EY India and Aarna Law released a survey of more than 120 legal professionals: 77 per cent were optimistic about the future of arbitration in India, 72 per cent preferred institutional or hybrid mechanisms, 38 per cent named enforcement of awards as the key concern and 28 per cent judicial intervention. India ADR Week 2027 is fixed for 18 to 24 September.

GHAC Arbitration Week: “disciplined” supervision

The Gujarat High Court Arbitration Centre’s first Arbitration Week opened on 3 September at GIFT City Club. Chief Justice Sunita Agarwal described the Centre’s facility of sixteen arbitration halls and mediation rooms and a proposed international ADR centre at GIFT City; Deputy Chief Minister Harsh Sanghavi said government cases would be resolved through arbitration. Three sitting Supreme Court judges spoke on 4 September. Justice K.V. Viswanathan: “Judicial restraint does not mean judicial indifference.” Justice Vipul M. Pancholi: “The real objective is not the absence of judicial supervision. It is disciplined judicial supervision.” Justice N.V. Anjaria: “Arbitration has grown up in age but the stakeholders have not grown up in the wisdom and in the spirit of arbitration.” Former Justice R.F. Nariman’s keynote argued that courts may correct awards only in clear clerical cases: “Nothing that goes to the root.” At the valedictory on 6 September, Attorney General R. Venkataramani said he had been engaging with the Government to make its norms on participation in arbitration less restrictive, while cautioning that public finance and public accountability matter as much as private commercial interests.

SEPTEMBER 2026

Arbitration Bill, the two Councils and the MSMED rules: status unchanged

Parliament was not in session in September, and no Bill to amend the Arbitration and Conciliation Act, 1996 was introduced or approved by the Cabinet. The Arbitration Council of India remains unconstituted; the Government told Parliament in February that it “has not been constituted as yet”, and the Chief Justice’s remark on 11 September that the Government is working on a fresh Bill is the only public indication of progress. The Mediation Council of India, established by notification on 27 August with its head office at Delhi, had no Chairperson or members named during September and issued no regulations. No commencement notification or rules under the MSMED (Amendment) Act, 2026, including the online mechanism for Facilitation Council proceedings that the Act permits, appeared in the Gazette. The Department of Expenditure’s guidelines of June 2024 on arbitration in public procurement remain in force unchanged.

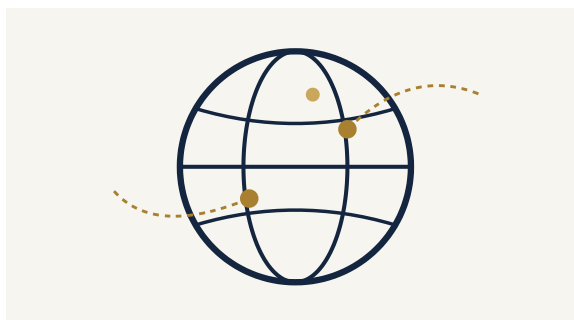
Commercial courts: the Court wants the numbers

In *Indian Commercial and Arbitration Bar Association v. Union of India*, the petition on implementation of the Commercial Courts Act, 2015, a Bench of Chief Justice Surya Kant and Justices Joymalya Bagchi and V. Mohana directed the High Courts noticed in August to file compliance reports within two weeks giving the number of commercial cases pending as on 31 January 2026, the number of commercial courts and their infrastructure. The Court recorded that the High Courts of Andhra Pradesh, Gujarat, Odisha, Telangana and Tripura were “still unrepresented” and directed notices to their Registrars General. The Association was asked to compile State-wise data on the growth of commercial litigation and to estimate the additional courts needed. Commercial courts are the first-instance forum for most Section 34 and Section 36 proceedings outside the chartered High Courts, so their number and infrastructure concern every award-holder waiting in their queues. The matter is listed again after two weeks.

25 SEPTEMBER 2026 · NEW DELHI

A new model investment treaty goes to Cabinet

Business Today and Business Standard reported that the Finance Ministry has finalised a revamped model bilateral investment treaty, replacing the 2015 model, and sent it to the Union Cabinet, following the review announced in the Budget for 2025-26. Government sources were quoted as saying that taxation will stay outside the treaty and that investors will still have to pursue local remedies first: “Investors cannot go straight to international arbitration.” The five-year exhaustion period is likely to remain but may be eased. Four treaties were said to be close to conclusion, with the United Kingdom, the European Union, Oman and Qatar, with talks begun with Canada. Cabinet approval had not been announced by 30 September. On 11 September the European Commission sent the EU-India Free Trade Agreement to the Council of the European Union for signature; the Commission confirms that an investment protection agreement is being negotiated separately and remains pending.



The Singapore Court of Appeal held on 22 September that Russia is bound by the Dutch seat courts' findings in the Yukos enforcement; Hong Kong opened a consultation on the largest revision of its Arbitration Ordinance since 2011; and India told the United Nations that the Indus Waters award of 31 August is the work of an illegally constituted body.

22 SEPTEMBER 2026 · NEW DELHI AND NEW YORK

Indus Waters: the month after the award

The Court of Arbitration's award of 31 August in PCA Case No. 2023-01, which held that the Indus Waters Treaty "has not been terminated or its operation suspended and rather remains fully in force" and ordered three interim measures concerning the Ratle project, was taken by Pakistan to the United Nations Security Council in September. At the Ministry of External Affairs' briefing on 22 September the spokesperson, Randhir Jaiswal, responded: "For starters, the so-called ruling is not a ruling by the Permanent Court of Arbitration, as sought to be projected by the Pakistani minister. It is a ruling by an illegally constituted court." India, which did not participate in the proceedings, had rejected the award on the day it was issued. The PCA's case page records no further document during September.

22 SEPTEMBER 2026 · SINGAPORE

Russia is bound by the seat court's findings

In *The Russian Federation v. Veteran Petroleum*, a five-judge Court of Appeal (Chief Justice Sundaresh Menon, Justices Steven Chong and Ang Cheng Hock, and International Judges Lord Mance and Robert French) dismissed Russia's appeal in the Singapore enforcement of the three Energy Charter Treaty awards of 2014 in favour of the former Yukos shareholders, said with interest to be worth about USD 60 billion. Russia claimed State immunity on the footing that it had never agreed to arbitrate. The Court held that transnational issue estoppel is part of Singapore law: the Dutch courts at the seat had decided that Russia agreed to arbitrate, and Russia could not reopen the question. "Once an issue has been decided in the courts of the arbitral seat, the rights or wrongs of that issue have been determined; the winning party has acquired a substantive right accordingly."

11 AND 15 SEPTEMBER 2026 · SINGAPORE

A narrow door for set-aside; an emergency arbitrator's limits

On 15 September the Court of Appeal dismissed a natural-justice challenge to a SIAC award in a fintech joint-venture dispute in which the tribunal had declared a conversion of loan notes void and ordered a buy-out at about USD 14.7 million. The appellants had argued the disputed valuation approach on the merits without objecting at the time: "If a party chooses to carry on in such circumstances, it does so at its own peril." On 11 September Justice Philip Jeyaretnam set aside an order enforcing a CIETAC emergency arbitrator's interim award, seated in Shanghai, that had frozen a dividend of about SGD 19.8 million: under Chinese law as the law of the seat, preservation measures are reserved to the courts, so the emergency arbitrator had no power to grant them. "Whether an order is enforceable in a particular jurisdiction is distinct from the question of whether an arbitral tribunal has the power to make that order in the first place."

28 SEPTEMBER 2026 · HONG KONG

Hong Kong consults on its biggest arbitration reform since 2011

The Department of Justice launched a one-month consultation on amending the Arbitration Ordinance, putting twenty-five issues under four heads: speed and convenience, confidentiality, scope, and fairness and justice. Proposals include a default rule that the law of the seat governs the arbitration agreement, court review of negative jurisdictional rulings, summary dismissal of manifestly unmeritorious claims, longer time limits for set-aside applications based on fraud, abolition of automatic stays of enforcement, a framework for arbitrating internal trust disputes, and recognition of electronic awards. Comments close on 27 October; the Department "targets to introduce the amendment bill into the Legislative Council in early 2027". Separately, the Court of First Instance granted an anti-suit injunction restraining award-debtors from pursuing proceedings in Xiamen designed to undo Hong Kong judgments of about RMB 343 million enforcing a CIETAC award of 2006.

4 SEPTEMBER 2026 · LONDON

Pine logs at Kandla: what counts as “suit” under the time bar

In *Batavia Eximp & Contracting v. Pedregal Maritime* the Court of Appeal (Lords Justices Asplin, Phillips and Nugee) ruled on appeals under section 69 of the English Arbitration Act 1996 from a London award. A cargo of New Zealand pine logs, about a third of it carried on deck, was discharged at Kandla in September 2019 without production of bills of lading; the bill holders alleged misdelivery but began arbitration only in December 2020, after the one-year bar in Article III rule 6 of the Hague-Visby Rules. The court held that proceedings brought purely to obtain security, here the arrest of a sister ship, are not a “suit” that stops the clock; “suit” means a suit to establish liability under the Rules. It also held that where cargo items vary in value, the bill must identify the on-deck parcels specifically for the on-deck exclusion to apply.

2 AND 7–9 SEPTEMBER 2026 · VIENNA AND NINH BINH

UNCITRAL: twenty-four parties to the Singapore Convention

UNCITRAL announced on 2 September that Uzbekistan had acceded to the Singapore Convention on Mediation on 28 August, becoming “the twenty-fourth State party”; Mauritius had ratified on 17 August. The Convention has sixty-seven signatories. India signed on 7 August 2019 and has not ratified; with the Mediation Council of India now established, the question is likely to return. Working Group III on investor-State dispute settlement held its tenth intersessional meeting in Ninh Binh, Viet Nam, from 7 to 9 September, on the draft statutes for a standing investment tribunal and an appellate tribunal and the draft guidelines on damages, all of which go to its fifty-fifth session in Vienna from 12 to 16 October. Working Group II meets in Vienna from 14 to 18 December.

30 SEPTEMBER 2026 · LONDON

Tullov loses ICC tax arbitration against Ghana

Tullov Oil announced the outcome of its ICC arbitration against the Government of Ghana over a USD 196.5 million corporate income tax assessment for 2016 to 2019 relating to the proceeds of a business-interruption insurance policy. The tribunal held that the assessment is not in breach of Tullov’s petroleum agreements, and that the hundred per cent penalty assessments fall outside the agreements’ contractual protections. “Tullov is disappointed that the Tribunal has come to this decision and will now consider next steps after further engagement with the Government of Ghana.” For readers who followed the Cairn and Vodafone treaty cases, the award is a reminder of the limits of stabilisation and tax-protection clauses before a commercial rather than a treaty tribunal.

2–16 SEPTEMBER 2026 · THE HAGUE AND SINGAPORE

PCA: a conciliation meets; two more host country agreements

In PCA Case No. 2026-35, the conciliation between Cambodia and Thailand under Annex V of the United Nations Convention on the Law of the Sea, the Conciliation Commission chaired by Ms Katrina Cooper “held its first meeting with the Parties in Singapore from 14 to 16 September 2026”, having adopted its rules of procedure; it is only the second compulsory conciliation under the Convention. The PCA entered into host country agreements with Thailand on 2 September and with the Slovak Republic on 8 September. On 4 September the Scottish Arbitration Centre and ICSID signed a cooperation agreement covering arbitration, conciliation and mediation and shared hearing facilities. ICSID’s India-related docket showed no new public filing during the month.

READING THE DATES

Where a decision’s date of pronouncement is not stated on the published text, the date given is that of the first report. The Hong Kong anti-suit decision in the Xiamen matter is reported from a law-firm note of September and is cited there as [2026] HKCFI 5258. The Singapore judgments are published on the Singapore courts’ eLitigation service, the English judgment on the National Archives case-law service, and the Hong Kong consultation paper on the Department of Justice’s website; all are listed among the sources on the back page. ICSID’s caseload statistics for the year to 30 June 2026, released on 14 August and covered in our last issue, were analysed for the Asia-Pacific region in a law-firm note of 22 September: investors from the region brought nine of the sixty new cases, and three new cases were brought against States in the region. The Kluwer Arbitration Blog reported on 25 September a decision of the Supreme Court of Nepal, in *Lama Construction v. Ministry of Finance*, striking down a Finance Ministry circular that withheld budget for the payment of arbitral awards until every proceeding, including writ petitions, had ended; the court held that an application to set aside an award does not by itself bar its enforcement, and that a policy which obstructs a statutory right to enforcement is open to judicial review.

Four decisions this month, one from the Supreme Court and three from the High Courts, turned on the same question: did the other side agree to this tribunal? This explainer sets out when an appointment is a nullity, what counts as waiver, and what to do at the start of an arbitration to avoid finding out at the end.

1 Arbitration begins with consent, not with a letter

A tribunal exists only because both parties agreed to it, in the clause or afterwards. In *Arth Micro Finance* (Supreme Court, 17 September) a lender appointed a tribunal, said the appointment was consensual, and obtained freezing orders; the Court found nothing on the record showing the borrower's consent, held the initiation non est, and set aside every order with it. In *Chandramouli* (Madras High Court, 25 September) the only document carrying a clause was credibly alleged to be forged, and no arbitrator was appointed: "Arbitration is the child of consent."

2 A named arbitrator and a unilateral appointment are different things

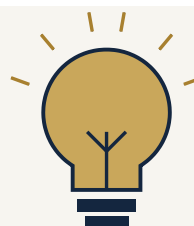
Section 12(5) makes a person whose relationship with a party falls within the Seventh Schedule ineligible, and *Perkins and CORE* extend that to a party which alone controls the appointment. In *Matsya Fincap* (Delhi High Court, 16 September) a clause naming a particular advocate did not save an award, because the lender alone had activated the clause after the dispute arose; a named arbitrator works only where the designation reflects both parties' continuing consent. In *Ahluwalia Contracts* (25 September) the Airports Authority appointed the arbitrator, lost, and had the award set aside on its own appointee's ineligibility.

3 Waiver means an express written agreement after the dispute

The proviso to Section 12(5) allows the parties to waive ineligibility, but only by an express agreement in writing made after the dispute has arisen. Participating in the proceedings is not waiver; signing the appointment letter is not waiver; filing pleadings for four years is not waiver. Because the defect goes to jurisdiction, a court may take it up even if neither party raised it, and, as *Ahluwalia* shows, the party which made the unilateral appointment can rely on the nullity when the award goes against it.

4 Not every objection is an ineligibility

Airport Handling Services (Delhi High Court, 28 September) draws the boundary. The arbitrator was the President of a State Consumer Commission whose service rules barred arbitral work; the award was set aside on that ground and the Division Bench restored it. A service condition attached to the arbitrator's office is not de jure ineligibility under Section 12(5), which arises only from the Seventh Schedule. Other objections to an arbitrator must be taken by challenge under Section 13 within the time allowed, or by a plea under Section 16, and cannot be kept in reserve for the Section 34 stage.



CHECKLIST

- Before the first hearing, read the clause and the appointment letter together: who appointed, under what authority, and did the other side agree in writing?
- If your client controls the appointment under the clause, propose a joint or institutional appointment now; a post-dispute written waiver signed by the other side is the only cure.
- If you represent the other party, object in writing at once and have the objection recorded in the first procedural order.
- Obtain the arbitrator's Section 12 disclosure in the Sixth Schedule form and keep it on file; Seventh Schedule relationships are the ineligibility, everything else is a challenge under Section 13.
- Diarise the Section 13 timeline (fifteen days from knowledge) and the Section 16 stage (not later than the statement of defence).

Domestic arbitration: building a stronger framework for India's growth

By Dr
Gyanender
Singh Rana

Much of the conversation on arbitration in India is about cross-border disputes. The author argues that domestic arbitration, strengthened through institutions, technology and a culture of settlement, is a pillar of the country's economic infrastructure.

India's economic transformation is creating new opportunities across sectors, from infrastructure and manufacturing to technology, logistics, services and entrepreneurship. With this expansion comes an inevitable feature of economic activity: differences. Contracts can give rise to differences over payments, performance, timelines, delivery, construction, technology or commercial obligations. A modern economy, therefore, requires not only robust institutions for economic growth but also efficient mechanisms for resolving disputes. This is where domestic arbitration assumes considerable importance.

Arbitration is no longer simply an alternative method of dispute resolution. It is increasingly an important component of India's broader legal and economic infrastructure. By providing parties with a structured mechanism for resolving contractual disputes, arbitration can support business confidence, facilitate continuity of commercial relationships and contribute to a more efficient justice-delivery ecosystem. India's Arbitration and Conciliation Act, 1996 provides the principal statutory framework for arbitration and conciliation in the country. Over the years, legislative and institutional reforms have sought to strengthen arbitration by promoting efficiency, party autonomy, neutrality of arbitrators and reduced judicial intervention where appropriate. These efforts reflect the larger objective of creating a predictable and business-friendly dispute-resolution environment.

Why domestic arbitration matters?

Much of the international conversation on arbitration focuses on cross-border commercial disputes. For India, however, the importance of domestic arbitration is equally significant. India has a vast and increasingly interconnected domestic economy. Businesses enter into thousands of contractual relationships every day. Infrastructure developers work with contractors and suppliers; manufacturers depend upon logistics and distribution networks; technology companies enter into service and licensing agreements; public and private entities engage in procurement and construction contracts.

Disputes within these relationships can affect not only the parties directly involved but also the wider economic activity associated with them. An efficient domestic arbitration system can provide businesses with a specialised and structured forum for resolving such disputes. It can enable parties to choose decision-makers with relevant expertise and, subject to the applicable legal framework, adopt procedures suited to the nature of their dispute. For a growing economy, this has wider significance. Predictability in dispute resolution contributes to confidence in contractual relationships. Businesses are more likely to enter into long-term arrangements when they have confidence that disagreements will be addressed through a recognised and dependable legal mechanism. Domestic arbitration is therefore not merely a legal concept. It is part of the ecosystem that supports economic activity.

From ad hoc mechanisms to institutional strength

One of the important developments in India's arbitration journey has been the growing emphasis on institutional arbitration. Institutional arbitration provides parties with an established administrative framework for conducting arbitral proceedings. It can offer procedural rules, administrative assistance and mechanisms relating to the appointment and management of arbitral tribunals. The establishment of the India International Arbitration Centre (IIAC) represents an important step in strengthening this institutional framework. Created under the India International Arbitration Centre Act, 2019, IIAC has been established as an independent and autonomous institution for the conduct and administration of arbitration and related dispute-resolution proceedings.

The growing focus on institutional arbitration also reflects India's broader effort to develop world-class legal and commercial institutions. Government initiatives have increasingly encouraged public-sector enterprises and other stakeholders to adopt institutional mechanisms. Conferences, training programmes and capacity-building initiatives have contributed to greater awareness of institutional arbitration and its potential role in improving commercial dispute resolution. This institutional development is particularly important as India seeks to strengthen its position as an attractive

destination for investment, manufacturing and global business.

Supporting ease of doing business

The relationship between dispute resolution and economic development deserves greater public attention. Ease of doing business is not determined only by tax policy, infrastructure or access to finance. It also depends upon the confidence that contractual commitments can be enforced and disputes can be resolved through transparent and predictable processes. For businesses, uncertainty surrounding a dispute can have significant economic consequences. Capital may remain tied up, projects may face delays and commercial relationships may become difficult to sustain.

A responsive arbitration ecosystem can help address these concerns

This is particularly relevant for India's expanding infrastructure and manufacturing sectors. Large projects often involve multiple contractual relationships, substantial investments and technically complex obligations. A well-functioning arbitration mechanism can provide a specialised forum capable of dealing with such disputes within the framework agreed upon by the parties and prescribed by law. Domestic arbitration can therefore complement broader government initiatives aimed at improving India's investment climate and strengthening economic competitiveness.

The MSME dimension

The significance of domestic arbitration is also evident in the context of India's micro, small and medium enterprises. MSMEs form an important part of the country's economic structure and participate extensively in supply chains involving larger companies and government entities. For such enterprises, delayed payments or unresolved contractual disputes can have immediate implications for working capital and business continuity. An effective dispute-resolution framework can help ensure that commercial disagreements do not unnecessarily disrupt otherwise viable business relationships. At the same time, arbitration must remain accessible and proportionate. The objective should be to develop procedures that are efficient without making dispute resolution unnecessarily complex or expensive. This makes institutional innovation, procedural clarity and appropriate use of technology particularly important.

Technology and the future of arbitration

India's experience with digital transformation also creates opportunities for arbitration. Virtual hearings, electronic filing, digital document management and technology-enabled case administration can make

proceedings more accessible and efficient. India's wider experience with digital public infrastructure demonstrates the potential of technology to transform institutional processes when supported by appropriate legal and administrative frameworks. The use of technology in arbitration, however, should complement, not replace, the fundamental principles of fairness, confidentiality, independence and due process. The future of arbitration will therefore involve both legal reform and institutional innovation.

Building a culture of dispute resolution

The next phase of India's arbitration journey should focus not merely on increasing the number of arbitrations but on strengthening the quality and credibility of the ecosystem. This requires continued investment in professional training, development of specialised arbitrators, greater awareness among businesses about carefully drafted arbitration clauses and wider adoption of institutional mechanisms. It also requires an appropriate balance between judicial oversight and arbitral autonomy. Courts have an essential role in safeguarding legality, fairness and due process. At the same time, the legislative framework has consistently sought to encourage greater autonomy for arbitral proceedings and minimise unnecessary intervention. The objective is not to place arbitration outside the justice system. Rather, arbitration should function as an effective component of that system. This perspective is particularly relevant to India's current stage of development. As the economy expands and commercial relationships become increasingly sophisticated, the country requires a dispute-resolution architecture capable of responding to that complexity.

A pillar of a modern justice framework

India's arbitration journey reflects a broader transformation in the country's approach to commercial justice. The objective is not to create a choice between courts and arbitration. Courts remain fundamental to the rule of law, while arbitration provides parties with another legally recognised mechanism for resolving particular categories of disputes. Mediation and conciliation can similarly facilitate negotiated settlements where parties wish to preserve their commercial relationships. Together, these mechanisms can contribute to a more diversified and responsive justice-delivery framework. Domestic arbitration has a particularly important role in this architecture because it connects legal reform with everyday economic activity. Whether the dispute concerns an infrastructure contract, a supply agreement, a construction project, a technology service or another commercial relationship, timely and predictable resolution can help businesses move forward. India's economic aspirations require

institutions that evolve alongside its economy. Strengthening domestic arbitration is one part of that institutional evolution.

As India advances towards the vision of a more developed and globally competitive economy, efficient dispute resolution will increasingly become a component of economic confidence. The development of institutions such as IIAC, continued legislative attention and growing emphasis on institutional arbitration provide a strong foundation for the next stage. The task ahead is to

deepen this foundation through capacity-building, technology, professional excellence and wider awareness. A strong economy needs strong contracts. Strong contracts need credible enforcement. And credible enforcement requires dispute-resolution institutions that command confidence. Domestic arbitration, strengthened through continuing reform and institutional development, can become an important pillar of India's journey towards a more efficient, predictable and investment-friendly legal and economic environment.



ABOUT THE AUTHOR

Dr. Gyanender Singh Rana is a practising Advocate before the Delhi High Court with a focused practice in commercial and arbitration matters. An alumnus of St. Stephen's College, University of Delhi, he is actively engaged in commercial arbitration and dispute resolution. He is also empanelled as an Arbitrator with the Delhi Arbitration Centre and regularly contributes to discussions on arbitration law, institutional dispute resolution and the development of a stronger arbitration ecosystem in India.

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CAREERS & EVENTS

Opportunities & diary

Vacancies · internships · moots · conferences

VACANCY AND FELLOWSHIP · THE HAGUE

Assistant Legal Counsel; PCA Fellowship

Permanent Court of Arbitration · Apply by 1 December 2026 · from September 2027

Nationals of PCA Contracting Parties, admitted to practise, with at least two years' experience in arbitration or public international law, fluent in English or French; one-year term. The externally funded twelve-month Fellowship at The Hague has the same deadline.

pca-cpa.org/en/about/employment

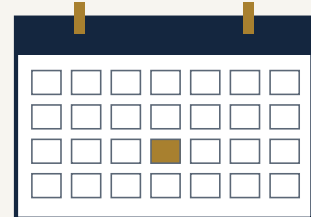
MOOT · VIENNA AND HONG KONG

34th Vis Moot and 24th Vis East Moot

Vis Moot Association; Vis East Moot Foundation · Problem 2 October 2026 · registration closes 12 November 2026

The 34th Moot uses the ICDR Arbitration Rules. Claimant memorandum 10 December; Respondent memorandum 21 January 2027. Vis East rounds 8 to 14 March 2027 in Hong Kong; Vienna rounds 20 to 25 March 2027.

vismoot.org · cisgmoot.org



DIARY

2 Oct	Vis Moot and Vis East problem released
12–16 Oct	UNCITRAL Working Group III, 55th session, Vienna
19–23 Oct	Hong Kong Arbitration Week; ADR in Asia Conference 22 Oct
31 Oct	ICC India Arbitration Conference, Mumbai
9–13 Nov	Dubai Arbitration Week
12 Nov	Vis Moot and Vis East registration closes
15 Nov	CIArb Accelerated Route to Fellowship: booking closes

COMPETITION • PATNA

1st Arbitral Award Writing and Presentation Competition

Chanakya Centre for Alternative Dispute Resolution, Chanakya National Law University · Register by 2 December 2026 · submit by 15 December · presentations 13–14 February 2027

Open to students of five-year and three-year LL.B., LL.M. and other recognised law degrees; the top eight teams present their awards in person at the University.

ccadr.cnlu.ac.in

CONFERENCE • MUMBAI

ICC India Arbitration Conference 2026

ICC Dispute Resolution Services and ICC India · 31 October 2026 · The Rooftop, Trident, Nariman Point

A fireside chat on monetary remedies, a session on asset recovery in the age of digital assets, and a debate on codifying ethics in international arbitration. Fee Rs. 2,500.

2go.iccwbo.org

SYMPOSIUM • NEW DELHI

Fifth IBA India Litigation and ADR Symposium

International Bar Association, Asia Pacific Regional Forum · 27–28 November 2026 · Taj Mahal Hotel

Sessions on choosing the right institution for a dispute, challenges to and enforcement of awards in India, and arbitrability.

ibanet.org/conference-details/CONF2893

(course 30 Nov–4 Dec)

27–28 Nov

IBA India Litigation and ADR Symposium, New Delhi

1 Dec

PCA Assistant Legal Counsel and Fellowship: applications close

2 Dec

CNLU award-writing competition: registration closes

Listings are reproduced from the organisers' announcements as on the date of publication; check the organiser's website for changes. Institutions and firms may send arbitration-related vacancies and events for the next issue to admin@delhiarbitrationcentre.com.

QUOTABLE

Lines of the month

"I want to point out an inconvenient fact instead. The law creating a National Regulatory Body for Arbitration, namely, the Arbitration Council of India, was passed in 2019. It has now been more than six years, and that Council still does not exist."

Chief Justice of India Surya Kant, closing keynote, India ADR Week, New Delhi, 11 September 2026

"Judicial restraint does not mean judicial indifference."

Justice K.V. Viswanathan, GHAC Arbitration Week, GIFT City, 4 September 2026

"Arbitration, though rhymes with it, cannot result in an arbitrary measure, even in the appointment of an Arbitral Tribunal."

Supreme Court, Arth Micro Finance v. Shivalik Small Finance Bank, 17 September 2026

"A deposit is not synonymous with payment. A sum put beyond the debtor's own reach neither extinguishes his liability nor places it in the creditor's hands."

Supreme Court, National Seeds Corporation v. National Agro Seed Corporation, 18 September 2026

NEXT ISSUE

The October 2026 issue will cover the Supreme Court's further hearing of the commercial courts petition, any step towards a larger Bench on pre-deposit clauses following Santosh Associate, the hearing in Larsen & Toubro v. IICC on interim monetary relief under Section 17, the Cabinet's decision on the new model bilateral investment treaty, the fifty-fifth session of UNCITRAL Working Group III, Hong Kong Arbitration Week and the close of Hong Kong's consultation on its Arbitration Ordinance, and the ICC India conference in Mumbai.

CONTRIBUTE

Students and young practitioners may send case notes of up to 800 words, or a 1,200-word explainer, on any development in arbitration, conciliation or mediation to admin@delhiarbitrationcentre.com with "DAC Monthly" in the subject line. Selected pieces are published with the author's name and institution.



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"Any dispute or difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Delhi Arbitration Centre in accordance with the DAC Arbitration Rules for the time being in force, which Rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Delhi. The language of the arbitration shall be English."

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