



DELHI ARBITRATION CENTRE

Institutional Arbitration Centre · Since 2011

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**DELHI
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April 2026 was the month the Supreme Court drew lines around the arbitral process from both ends: a narrow new door for award-debtors under Section 9, and a firmly closed one for stale claims at Section 11.



Why a monthly, and why now

A note on the first issue

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.

With this issue the Delhi Arbitration Centre begins a monthly record of what is happening in the field we work in. The idea is simple. Every month, the Supreme Court and the High Courts decide questions that change how an arbitration is begun, conducted, challenged or enforced; institutions here and abroad revise their rules; Parliament and Government take, or defer, decisions; and opportunities open for those who want to build a career in this field. Much of this is reported, but it is scattered. A student in a law college, a young advocate in a district court, an in-house counsel in a small enterprise, or a retired officer newly empanelled as an arbitrator should not have to read a dozen websites to know what changed last month. This magazine collects it in one place, in plain English, with the sources cited so that the reader can go to the original.

April 2026 was a fitting month to begin. The Supreme Court settled a long-standing split among the High Courts on whether a party that has lost an arbitration may still seek interim protection under Section 9 after the award. It reminded contractors that limitation does not wait for a final certificate that never comes. It told us that “can” is not “shall” when a clause speaks of arbitration, and that a party that loses a jurisdictional objection before the tribunal must wait for the award to complain. The Delhi High Court refused to enforce a foreign award because the presiding arbitrator had not disclosed a prior association. And at the Indian Council of Arbitration's conference in this city, the Chief Justice of India asked public bodies and large companies to adopt institutional rules. Each of these is discussed inside.

The Centre has administered arbitration, conciliation and mediation since 2011 under its own Rules, on references by courts and by Micro and Small Enterprises Facilitation Councils. We see, every week, how procedure decides outcomes. Our hope is that this monthly helps readers see the same, a little earlier than they otherwise would. Comments, corrections and contributions are welcome at admin@delhiarbitrationcentre.com.

K.K. Nangia
(Registrar)

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Registrar

Delhi Arbitration Centre
1 May 2026

The losing party may still knock

In *Home Care Retail Marts v. Haresh N. Sanghavi*, decided on 24 April 2026, the Supreme Court held that a party which has lost an arbitration may still apply for interim protection under Section 9 after the award. Four High Courts had said no. The door is now open, but only a little.

By the Editorial Desk · April 2026



Section 9 of the Arbitration and Conciliation Act, 1996 allows a party to ask a court for interim measures “before or during arbitral proceedings or at any time after the making of the arbitral award but before it is enforced”. For years the third limb had been read narrowly. The Bombay, Delhi, Madras and Karnataka High Courts had held that post-award relief exists to protect the “fruits of the award” and is therefore available only to the party that holds the award. The Telangana, Gujarat and Punjab & Haryana High Courts had disagreed. The question reached a bench of Justices Manoj Misra and Manmohan in a batch of special leave petitions of which *Home Care Retail Marts* was the lead.

Justice Manmohan, writing for the Court, went to the text. Section 2(h) defines “party” as a party to an arbitration agreement, and Section 9 speaks of “a party” without qualification. Parliament, the Court said, consciously retained a post-award stage in Section 9 and did not distinguish between winners and losers. “The meaning of the expression ‘a party’ cannot be contextually modulated or varied depending upon the outcome of the arbitral proceedings,” the

“The meaning of the expression ‘a party’ cannot be contextually modulated or varied depending upon the outcome of the arbitral proceedings.”

JUSTICE MANMOHAN, *HOME CARE RETAIL MARTS V. HARESH N. SANGHAVI*, 24 APRIL 2026 (2026 INSC 415)

judgment reads. “Such modulation would amount to judicial amendment of the statute.”

The Court also rejected the argument that Sections 34 and 36 are a complete answer for the award-debtor. Section 9 protects the subject matter of the dispute; Sections 34 and 36 deal with the fate of the award and its enforcement. They operate in different spheres, and the existence of a Section 34 petition or the availability of a stay under Section 36(2) does not oust Section 9. The restrictive line of the four High Courts, the Court concluded, “does not lay down good law”.

That is where many readers will stop, but the second half of the judgment is the part that will decide cases. Having opened the door, the Court fixed a high threshold for the unsuccessful party. Relief is to be granted only in rare and compelling cases, to prevent irreversible prejudice, and only after the court has applied the familiar three-fold test of prima facie case, balance of convenience and irreparable harm “with care and circumspection”. An award-debtor cannot use Section 9 to obtain, by another name, the stay it would have to earn under Section 36(3) by depositing money.

For practitioners the decision cuts both ways. Counsel for an award-debtor now has a recognised route to preserve the status quo between award and enforcement, for instance where the only asset that could satisfy a pending counter-claim is about to be dissipated, or where a bank guarantee has been encashed on the strength of an award that is under a credible Section 34 challenge. Counsel for the award-holder has an equally clear script: the threshold is heightened, the petition must show something beyond the ordinary hardship of losing, and Section 36 remains the natural forum for anything that looks like a stay.

The judgment sits comfortably with the Court’s recent work on the shape of post-award remedies, including *Gayatri Balasamy* (2025) on the limited power to modify or sever an award, which the bench referred to. It also fits the month’s wider pattern: in *MCM Worldwide* (21 April) the Court insisted that a party which loses a Section 16 objection must wait for the award before challenging it, and in *V.K. John* (21 April) it held that legal representatives bound by an award must use Section 34 and not Article 227. The message across all three is that the Act is a complete code, that its remedies have assigned places, and that courts will neither invent new ones nor deny the ones that the text provides.

What remains to be worked out is the content of “rare and compelling”. The Supreme Court itself gave a first illustration in August, when it upheld a post-award Section 9 order in favour of an award-debtor whose bank guarantees had been encashed contrary to an earlier court arrangement; that decision will be covered in a later issue. For now, the safe assumption is that the District Judge or the Commercial Court will treat an award-debtor’s Section 9 petition with suspicion, and that the petitioner must come with documents, not adjectives.

WHAT TO TAKE AWAY

- An unsuccessful party may apply under Section 9 after the award; the four-High-Court view that only award-holders may do so no longer holds.
- The threshold is higher than for an ordinary Section 9 petition: rare and compelling cases, irreversible prejudice, and the three-fold test applied with care.
- Section 9 cannot be used as a substitute for a stay under Section 36; the two remedies occupy different spheres.
- Award-holders should resist such petitions by pointing to Section 36(2) as the proper forum and to the absence of any irreversible harm.

ALSO DECIDED THE SAME WEEK

V.K. John v. S. Mukanchand Bothra (21 April 2026, 2026 INSC 393): legal representatives “step into the shoes” of a deceased party under Section 40, have standing under Section 34, and cannot bypass it by a petition under Article 227 or a revision under Section 115 CPC. The Act, the Court repeated, is a complete code.

6

reported Supreme Court arbitration judgments in April

Sources: LiveLaw, SCC OnLine, Verdictum

31

reported Delhi High Court arbitration rulings in April
LiveLawBiz monthly digest

4

High Courts overruled on post-award Section 9

Bombay, Delhi, Madras, Karnataka

21

years between completion of work and notice of arbitration in B.B.M. Enterprises

Claim held ex facie dead

State of West Bengal v. B.B.M. Enterprises

9 April 2026 · Justices Sanjay Kumar and K. Vinod Chandran · 2026 INSC 358

Work under a State works contract was completed on 30 July 2000 and the Engineer-in-Charge's last communication on part payment was dated 4 January 2001. No final bill or certificate followed. The contractor invoked arbitration on 2 June 2022, and the Calcutta High Court appointed an arbitrator on the footing that limitation had not begun to run without a final certificate. The Supreme Court reversed. The three-year period for a money claim ran from 2001 at the latest; an employer's failure to finalise dues does not suspend limitation indefinitely; and a Section 11 court must weed out claims that are ex facie dead, as *Arif Azim and SBI General Insurance v. Krish Spinning* require.

WHY IT MATTERS Contractors must issue the Section 21 notice within limitation and cannot wait for a final certificate that never arrives.

J&K Economic Reconstruction Agency v. Rash Builders India

15 April 2026 · Justices P.S. Narasimha and Alok Aradhe · 2026 INSC 368

The parties had agreed that Srinagar would be the seat and New Delhi the venue of the arbitration. The tribunal sat and signed the award in New Delhi. When the employer challenged the award under Section 34 in Jammu & Kashmir, the High Court declined jurisdiction, reasoning that Delhi courts had it because the proceedings had taken place there. The Supreme Court allowed the appeal: the seat is fixed by the parties' agreement and is the juridical home of the arbitration; the venue is a matter of convenience; and "a stray recital in the award" about where it was signed cannot displace the agreed seat.

WHY IT MATTERS Draft an unambiguous seat clause, record the venue separately, and make sure the award itself states the seat correctly.

Nagreeka Indcon Products v. Cargocare Logistics (India)

17 April 2026 · Justices Sanjay Karol and N. Kotiswar Singh · 2026 INSC 384

An exporter's cargo was released in the United States without the original bill of lading. Clause 25 of the bill said that disputes "can be settled by arbitration" in India or at a mutually agreed place. The exporter sought a Section 11 appointment; the High Court refused and the Supreme Court agreed. "Can" denotes a possibility or choice, not an obligation. A valid agreement under Section 7 requires a clear and present consensus to submit disputes to arbitration without any further agreement (*Jagdish Chander; K.K. Modi*). The clause was at best an agreement to agree.

WHY IT MATTERS Standard-form shipping and trade documents should say "shall"; a Section 11 court will read the words of the clause at the threshold.

MCM Worldwide v. Construction Industry Development Council

21 April 2026 · Justices Sanjay Kumar and K. Vinod Chandran · 2026 INSC 425; 2026 SCC OnLine SC 717

A recovery suit was referred to arbitration under Section 8. The respondent pleaded limitation, first under Order VII Rule 11 CPC and then as a Section 16 objection; the arbitrator rejected both. The respondent then filed a Section 34 petition against the Section 16 rejection, which the District Court entertained and the Delhi High Court decided on merits. The Supreme Court set this aside. Under Section 16(5) and (6), when a tribunal rejects a jurisdictional plea it must continue and make an award, and the rejection can be questioned only in a Section 34 petition against the final award. A Section 16 rejection is not an interim award; an appeal under Section 37(2)(a) lies only where the plea is accepted.

WHY IT MATTERS Counsel who lose a Section 16 plea must preserve the point and wait; piecemeal challenges to limitation rulings mid-arbitration are over.

MSEDCL v. R.Z. Malpani

9 April 2026 · Justices J.K. Maheshwari and Atul S. Chandurkar · 2026 INSC 342

A distribution company issued a Letter of Intent that was contingent on a future work order. When disputes arose, the Bombay High Court appointed an arbitrator on the strength of the arbitration clause in the tender documents to which the LoI referred. The Supreme Court set the appointment aside. An LoI of this kind is “a precursor and not a concluded contract”, and a general reference in it to the tender documents does not incorporate their arbitration clause; Section 7(5) requires a reference specific enough to make the clause part of the contract.

WHY IT MATTERS Incorporation by reference needs words that import the arbitration clause itself, not merely the document that contains it.

Rajiv Gaddh v. Subodh Prakash

1 April 2026 · Justices P.S. Narasimha and Alok Aradhe · 2026 INSC 302

A party that had commenced arbitration and then abandoned it sought a fresh appointment under Section 11(6) on the same cause of action. The Supreme Court held that the principle underlying Order XXIII Rule 1 CPC applies to Section 11 proceedings: a claimant who abandons an arbitration without liberty cannot begin again on the same cause of action.

WHY IT MATTERS Withdrawing from an arbitration is a decision with consequences; seek liberty on the record before you do.

ALSO THIS MONTH

In VPS Healthcare v. Prabhat Kumar Srivastava (13 April 2026, 2026 INSC 361) the Court held that indemnity obligations under a consent award crystallised once the indemnified liability had actually been paid, rejecting the Delhi High Court’s view that payment awaited the Supreme Court’s confirmation of the underlying award. And in NTPC v. MSEFC, Bhopal the Court dismissed a special leave petition against a High Court order insisting on the mandatory 75 per cent pre-deposit under Section 19 of the MSMED Act before an award of a Facilitation Council may be challenged.

DELHI HIGH COURT · DIVISION BENCH**Titagarh Rail Systems v. Railway Board**

13 April 2026 · Justices C. Hari Shankar and Om Prakash Shukla · FAO(OS)(COMM) 103/2026

A tribunal constituted through the Railways' panel-based mechanism was hit by Section 12(5) read with the Seventh Schedule. Ineligibility cannot be cured by implied consent, by participation in the proceedings or by the use of a panel; the proviso to Section 12(5) requires an express written agreement after the dispute has arisen. "Waiver of Section 12(5) cannot be implied," the Bench held.

DELHI HIGH COURT**Jubilant Marketing v. Robbins Tunneling and Trenchless Technology India**

9 April 2026 · Justice Mini Pushkarna · ARB.P. 2129/2025

An MSME supplier that had referred its claim to the Facilitation Council under Section 18(1) of the MSMED Act, and then grew impatient with the Council's delay, filed a Section 11 petition. Dismissed as premature. Section 18 is a self-contained two-stage mechanism; the Arbitration Act applies only once conciliation is terminated and the Council makes a reference; a party "cannot be permitted to abandon the process midway". The remedy against a dilatory Council lies with the Council, or by writ.

DELHI HIGH COURT**PTC Techno v. Samsung India Electronics**

25 April 2026 · Justice Avneesh Jhingan · O.M.P.(COMM) 129/2019

A 2018 award in Samsung's favour was set aside because the sole arbitrator had been appointed unilaterally by a Samsung vice-president. "The unilateral appointment in absence of an express agreement in writing by the parties to waive applicability of Section 12(5) of the Act is void ab initio," and the proceedings and award were a nullity, applying Perkins, TRF and CORE (2024). No proof of actual bias was required.

BOMBAY HIGH COURT**United India Insurance v. UPL**

22 April 2026 · Justice Sandeep V. Marne

A Rs. 41.98 crore award under an industrial-all-risks policy was upheld. The tribunal's treatment of the boundary between quantum and liability was a plausible view of the policy, and a Section 34 court does not sit in appeal over it.

DELHI HIGH COURT**MSA Global LLC v. Engineering Projects (India)**

17 April 2026 · Justice Jasmeet Singh · O.M.P.(EFA)(COMM.) 4/2025

Enforcement of an ICC award arising from a USD 120 million sub-contract in Oman was refused under Section 48(2)(b). The presiding arbitrator had not disclosed a prior engagement as co-arbitrator in proceedings connected with the claimant's chairman. The duty of disclosure under Section 12 and the Fifth Schedule is broad, mandatory and continuing; its breach deprived the respondent of the chance to assess independence at the outset and offended basic notions of justice. One of the few Indian refusals of a foreign award on disclosure grounds; commentary and appeal are likely.

DELHI HIGH COURT**Nathu Ram Jain v. Akhil Bhartiya Agrawal Sammelan**

24 April 2026 · Justice Vikas Mahajan · ARB.P. 738/2026

A member of a society with some 1,20,000 members sought an arbitrator over the conduct of its elections. Refused: a challenge to an election process "is not a private dispute between two individuals; it is an action in rem", implicating the collective rights of the electorate and therefore non-arbitrable under the Vidya Drolia framework. Arbitration clauses in bye-laws reach bilateral membership disputes, not elections.

TELANGANA HIGH COURT · DIVISION BENCH**Kendriya Bhandar v. Atlantis Agritech**

15 April 2026 · Justices Moushumi Bhattacharya and Gadi Praveen Kumar · CRP 503/2026

The 75 per cent pre-deposit under Section 19 of the MSMED Act is a mandatory condition for entertaining any challenge to a Facilitation Council award, and courts have no power to exempt an applicant. Section 19 is "an express bar on the Court from entertaining any application challenging the Award" without the deposit; only the manner of payment, in instalments under the proviso, is open.

KARNATAKA HIGH COURT · DIVISION BENCH**M. Mallikarjuna v. S.P. Sridhara**

2 April 2026 · Chief Justice Vibhu Bakhru and Justice C.M. Poonacha · MFA 2192/2025

An arbitration clause in an earlier agreement does not survive novation by a later agreement that contains no such clause. The later agreement replaced, rather than supplemented, the earlier one.

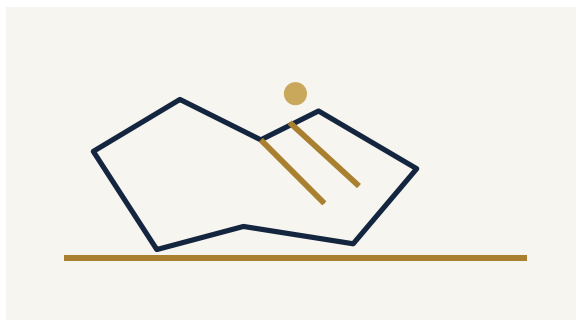
UK Mechanical Engineering v. Larsen & Toubro

April 2026 · Justice Gaurang Kanth · EC-COM 311/2024

An executing court “cannot go behind the decree or award and is bound to enforce it as it stands”. Objections that go to the merits belong in a Section 34 petition, filed in time, and nowhere else.

INDIA Policy & institutions

Legislation · Government · arbitral institutions



At the 5th ICA International Conference at the Delhi High Court on 10–11 April, the Chief Justice of India asked public bodies and large commercial entities to adopt institutional rules and warned that anti-arbitration injunctions must remain exceptional.

10–11 APRIL 2026 · DELHI HIGH COURT

CJI to public sector: adopt institutional rules

The Indian Council of Arbitration held its fifth international conference at the S-Block auditorium of the Delhi High Court on the theme “Arbitration in the Era of Globalization”. Inaugurating it, Chief Justice of India Surya Kant said that “encouraging parties, particularly public sector bodies and large commercial entities, to adopt institutional rules more frequently, will play an important role” in India’s transition to institutional arbitration, that “the grant of anti-arbitration injunctions must remain confined to exceptional circumstances”, and that procedural frameworks on confidentiality and cybersecurity are needed before artificial intelligence is used in arbitral proceedings. Sessions were chaired by Justices B.V. Nagarathna, Ahsanuddin Amanullah, Aravind Kumar and Prashant Kumar Mishra; Law Minister Arjun Ram Meghwal delivered the valedictory address and said that amendments to the 1996 Act were “in process”.

BUDGET SESSION · 28 JANUARY–18 APRIL 2026

Arbitration amendments: status unchanged

Parliament’s Budget Session closed on 18 April without any arbitration or mediation legislation. The draft Arbitration and Conciliation (Amendment) Bill, 2024, on which public consultation closed in November 2024 — emergency arbitrators, a sixty-day limit for Section 11 applications, thirty-day Section 16 rulings, “seat” terminology, appellate arbitral tribunals and an eighteen-month award timeline — had still not been introduced. The Arbitration Council of India contemplated by the 2019 amendment remained unconstituted. Speakers at the ICA conference also observed that the Mediation Act, 2023 “lacked effective implementation”; the Mediation Council of India had not yet been established.

APRIL 2026

MSMED route hardens at both ends

Three decisions this month tightened the statutory route for micro and small enterprises. The Supreme Court declined to interfere with a High Court order insisting on the mandatory 75 per cent pre-deposit under Section 19 (NTPC v. MSEFC, Bhopal). The Telangana High Court held that courts have no power to exempt a challenger from that deposit (Kendriya Bhandar, 15 April). And the Delhi High Court held that a supplier who has invoked Section 18 cannot switch to a Section 11 petition because the Council is slow (Jubilant Marketing, 9 April). For institutions such as DAC that receive references under Section 18(3), the practical effect is that Council references will arrive later but leave less room for collateral challenge.

25 APRIL 2026 · AHMEDABAD

MCIA's fifth annual conference

The Mumbai Centre for International Arbitration held its fifth annual international arbitration conference at the Taj Skyline, Ahmedabad, with a session asking whether the Section 29A one-year deadline “promotes efficiency or procedural chaos” and another on institutional arbitration in pharmaceutical and construction disputes. MCIA also ran an introductory course on international arbitration on 24 April.

29 APRIL 2026

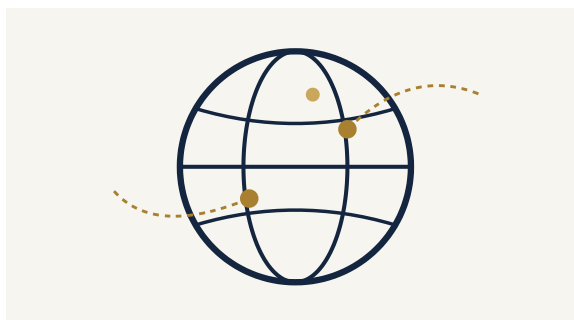
DIAC recruits nine Deputy Counsel

The Delhi International Arbitration Centre advertised nine contractual posts of Deputy Counsel for advocates with at least three years' practice, aged under 35 as on 1 May 2026, at a consolidated Rs. 1,00,000 a month on six-month renewable contracts. Applications closed on 30 May (later extended). DIAC also re-uploaded its (Arbitration Proceedings) Rules, 2023 on 24 April without substantive change.

APRIL 2026

Delhi remains the busiest arbitration bench

LiveLawBiz's April digest lists 31 reported arbitration rulings of the Delhi High Court for the month, against three to five each for the Bombay, Calcutta, Madras and Telangana High Courts. The figure is a reminder of why the seat clause matters: a Delhi seat means a Delhi Section 34 court, with its own settled practice on interim awards, unilateral appointments and the MSMED route.



The International Chamber of Commerce's new Arbitration Rules were finalised for publication in May and entered into force on 1 June 2026; April's international news was otherwise about mediation treaties, investor-state reform and the institutions' growing openness about their own decisions.

1 APRIL 2026 · SINGAPORE

SIAC publishes its challenge decisions

The Singapore International Arbitration Centre released a compendium of redacted decisions of the SIAC Court on challenges to arbitrators through Jus Mundi, selected "because they may offer guidance on challenge parameters for counsel and arbitrators alike". It builds on the SIAC–Jus Mundi memorandum of August 2025. For Indian readers the timing is apt: the Delhi High Court's refusal to enforce the MSA Global award this month turned on exactly the disclosure standards that such decisions illustrate.

23–27 MARCH 2026 · VIENNA (REPORT)

UNCITRAL Working Group III moves on standing tribunals

Working Group III on investor-state dispute settlement reform considered draft statutes for a standing first-instance tribunal and an appellate tribunal, with submissions from the European Union and Singapore. Its 55th session is scheduled for 12–16 October 2026, when it will take up remaining procedural provisions and draft guidelines on damages. Working Group II on arbitration and conciliation held a colloquium on artificial intelligence in dispute settlement at its February session in New York; its next meeting is in December.

17 MARCH 2026 · LONDON (REPORT)

UK Supreme Court: no immunity against ICSID awards

The United Kingdom Supreme Court confirmed that states party to the ICSID Convention cannot rely on state immunity to resist recognition of ICSID awards in England. The decision matters to Indian investors enforcing awards abroad against foreign states, and forms the backdrop to the separate question, decided by the Court of Appeal in June, of whether ratification of the New York Convention waives immunity for non-ICSID awards.

23 APRIL 2026 · NEW YORK

Azerbaijan signs the Singapore Convention on Mediation

Azerbaijan signed the United Nations Convention on International Settlement Agreements Resulting from Mediation at UN Headquarters. Earlier in 2026 Oman and Colombia became parties and Egypt signed. India signed the Convention in 2019 but has not ratified it; with the Mediation Act, 2023 still awaiting its Council, the question of ratification remains open.

24 MARCH 2026 · WASHINGTON (REPORT)

ICSID to open a Paris office

The International Centre for Settlement of Investment Disputes announced that it will open an office in Paris, its first outside Washington. Honduras signed the ICSID Convention on 6 March. There was no India-specific ICSID release in April; India is not a party to the Convention, and investor-state claims against it proceed under ad hoc or PCA-administered rules.

IN FORCE 1 JANUARY 2026 (REPORT)

Malaysia and Pakistan amend their arbitration laws

Malaysia's Arbitration (Amendment) Act 2024 took effect on 1 January 2026, adding a provision on the law governing the arbitration agreement and regulating third-party funding. Pakistan's Alternative Dispute Resolution (Amendment) Act 2026 introduces mandatory referral of specified disputes to ADR. Both were recorded in the ICCA Handbook's legislative round-up for the first half of 2026.

Tools: an intra-EU objection tracker

BakerHostetler and Jus Mundi launched a public tracker of intra-EU jurisdictional objections in investment arbitration, a useful research aid for students following the aftermath of Achmea and Komstroy. Daily Jus also published a practical note on annulment practice before the Paris Court of Appeal.

ICC Rules 2026 on the way

The ICC International Court of Arbitration finalised its 2026 Rules of Arbitration for publication on 22 May and entry into force on 1 June 2026. The headline changes — Terms of Reference no longer mandatory, an early-termination procedure, a higher expedited-procedure threshold and a new three-month “highly expedited” track — are covered in the June issue.

READING THE DATES

Where an international item is dated shortly before April it is marked as a report: it appears because it was first analysed, or first became relevant to Indian readers, during the month.

YOUNG PRACTITIONER'S EXPLAINER

Section 9 after the award

Home Care Retail Marts settles that an award-debtor may apply for interim protection after the award. This explainer maps the three stages of Section 9, why the post-award stage exists at all, and how to plead or resist a petition by the losing side.

1

Three stages, one section

Section 9(1) allows a court to grant interim measures before, during, and after the arbitral proceedings but before the award is enforced under Section 36. The 2015 amendment added Section 9(2), requiring arbitration to begin within ninety days of a pre-arbitral order, and Section 9(3), which sends parties to the tribunal under Section 17 once it is constituted unless the court finds that remedy inefficacious. Neither sub-section speaks to the post-award stage; that is why the question arose.

2

Why a post-award stage exists

After the 2015 amendment an award is no longer automatically stayed by a Section 34 petition; a separate application under Section 36(2) is needed, usually on conditions of deposit. Between the award and the enforcement there is therefore a window in which assets can move. The “fruits of the award” doctrine of the Bombay and Delhi High Courts protected the award-holder in that window. The Supreme Court has now said the text protects “a party”, whichever side of the award it stands on.

3

The heightened threshold

The unsuccessful party must show a strong prima facie case in its Section 34 challenge, a balance of convenience that tilts decisively, and irreparable harm that cannot be undone by a later order; the court is to act “with care and circumspection” and only in rare and compelling cases. Two examples the judgment invites: a counter-claimant whose only security is about to be dissipated by the award-holder, and an award-debtor whose bank guarantee has been encashed in breach of an earlier arrangement.



CHECKLIST

- Diarise the award date: Section 34 (three months plus thirty days) and any Section 33 request (thirty days) run from receipt of the signed award.
- Decide within the first fortnight whether a post-award Section 9 petition is needed at all, and what asset or right it must preserve.
- File in the court that has both pecuniary and territorial jurisdiction under Section 2(1)(e), at the seat.
- Plead the heightened threshold expressly and support it with documents, not assertions.
- If you are the award-holder, consider a Section 36 execution petition at once; a pending execution changes the balance of convenience.

4 How to plead it, how to resist it

For the petitioner: file the Section 34 petition first or together, annex the evidence of irreversible prejudice, and ask for a measure that preserves rather than reverses. For the respondent: point to Section 36(2) as the proper forum for anything resembling a stay, show that money can compensate, and remind the court that the threshold is higher than the ordinary three-fold test. Either way, Gayatri Balasamy (2025) on modification and severance may be relevant to what the court can ultimately do with the award.

CAREERS & EVENTS

Opportunities & diary

Vacancies · internships · moots · conferences

VACANCY · INDIA

Deputy Counsel (9 posts), Delhi International Arbitration Centre

DIAC, Delhi High Court · Advertised 29 April 2026 · closed 30 May 2026 (extended in June)

Enrolled advocates with at least three years' practice, under 35 as on 1 May 2026; consolidated Rs. 1,00,000 a month; six-month contracts renewable up to three years. DIAC recruits Deputy Counsel periodically; watch its public notices.

dhcdiac.nic.in

VACANCY · INDIA

Various posts on deputation, India International Arbitration Centre

IIAC, New Delhi · Circular of 21 June 2026 · last date 6 July 2026

Posts on deputation basis for officers of Central and State Governments and public sector bodies. IIAC has also temporarily suspended new applications for empanelment as arbitrator from 4 May 2026.

indiaiac.org

CONFERENCE · LONDON

London International Disputes Week 2026

LIDW · 1–5 June 2026

Theme “Tradition, Trust and Transformation in Dispute Resolution”. Includes an India-focused evening session on arbitrating with the Indian State (4 June) and the ICA's conference on Indo-UK commercial disputes (5 June), to be inaugurated by the Chief Justice of India.

lidw.co.uk

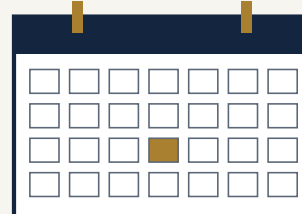
CONFERENCE · LONDON

1st Annual IFILA Conference

International Federation for Investment Law and Arbitration · 1 July 2026

“International arbitration in geo-political and geo-economic volatile times.” Announced 24 April; tickets through Eventbrite.

ifila.org



DIARY

10–11 Apr	5th ICA International Conference, Delhi High Court (held)
24–25 Apr	MCIA course and 5th annual conference, Ahmedabad (held)
1–5 Jun	London International Disputes Week
3 Jun	UNCITRAL Working Group III workshop on ISDS reform
5 Jun	ICA conference on Indo-UK commercial disputes, London
1 Jun	ICC Arbitration Rules 2026 enter into force
1 Jul	IFILA conference, London
31 Oct	ICC India Arbitration Conference, Mumbai
27–28 Nov	IBA India Litigation and ADR Symposium, New Delhi

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.

CONFERENCE · MUMBAI

ICC India Arbitration Conference 2026

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

Sessions on monetary remedies, recovery of digital assets and an Oxford-style debate on codifying ethics. Registration fee Rs. 2,500.

2go.iccwbo.org

MOOT · VIENNA

34th Willem C. Vis International Commercial Arbitration Moot

Vis Moot · Oral rounds 19–25 March 2027

The 2026–27 problem will use the ICDR Arbitration Rules. Registration opens in September and the problem is released in early October; teams should start assembling now.

vismoot.org

SYMPOSIUM · NEW DELHI

Fifth IBA India Litigation and ADR Symposium

International Bar Association · 27–28 November 2026 · Taj Mahal Hotel

Organised by the IBA Asia Pacific Regional Forum's India Working Group; includes a comparative session on the leading institutions.

ibanet.org

QUOTABLE

Lines of the month

“Arbitration though is an alternate dispute resolution system, which has to be encouraged, it cannot deviate from the fundamental principle that law favours the diligent and not the indolent.”

Supreme Court, *State of West Bengal v. B.B.M. Enterprises*, 9 April 2026

“The seat of arbitration is governed by the agreement of the parties and not by any stray recital in the award.”

Supreme Court, *J&K Economic Reconstruction Agency v. Rash Builders*, 15 April 2026

“The grant of anti-arbitration injunctions must remain confined to exceptional circumstances.”

Chief Justice of India Surya Kant, 5th ICA International Conference, 10 April 2026

“Once a party initiates the mechanism envisaged under Section 18 of the MSMED Act, it is bound to adhere to the statutory framework and cannot be permitted to abandon the process midway.”

Justice Mini Pushkarna, Delhi High Court, *Jubilant Marketing v. Robbins Tunneling*, 9 April 2026

NEXT ISSUE

The May 2026 issue will cover the Supreme Court's rulings on non-signatory claimants (Elecon Engineering), incorporation by reference (Hirani Developers), the limits of Section 33 correction (Saryu Plastics) and the modification of awards (Bhupesh Bhayana), the Bombay and Calcutta High Courts' decisions on lender-chosen online dispute resolution platforms, and the publication of the ICC Arbitration Rules 2026.

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.



**DELHI
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ABOUT THE CENTRE

Delhi Arbitration Centre

An independent institutional arbitration centre, registered under the Societies Registration Act, 1860 and working in arbitration, conciliation and mediation since 2011. The Centre administers proceedings under the DAC Arbitration Rules, 2023, the DAC Mediation Rules, 2017 and the DAC Conciliation Rules, 2017, maintains a panel of arbitrators drawn from retired judges and senior professionals, and is empanelled for references under section 18(3) of the MSMED Act, 2006.

MODEL ARBITRATION CLAUSE

"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."

REGISTRY

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www.delhiarbitrationcentre.com → Rules of the Centre /
Forms & Procedures

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14. dailyjus.com — SIAC challenge decisions compendium (1 Apr 2026); intra-EU objection tracker (14 Apr 2026)
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16. icsid.worldbank.org — Paris office announcement (24 Mar 2026)
17. hsfkramer.com — notes on the UK Supreme Court ICSID immunity decision (Mar 2026), LiDW 2026 and the ICC Rules 2026
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