



DELHI ARBITRATION CENTRE

Institutional Arbitration Centre · Since 2011

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**DELHI
ARBITRATION
CENTRE**
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DAC ARBITRATION MONTHLY

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OFFICE	37/8 Rajpur Road, Civil Lines, Delhi – 110054
WRITE TO US	admin@delhiarbitrationcentre.com · Helpdesk +91 93151 00181 / +91 93151 56330
READ ONLINE	www.delhiarbitrationcentre.com → News → DAC Arbitration Monthly

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May 2026: two High Courts said that a lender cannot pick its arbitrator through a platform it also picked, and the Supreme Court said, in as many words, that the courts have sometimes failed arbitration.



Consent is the foundation

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.

The one word that runs through this month's reports is consent. An arbitration is legitimate because both sides agreed to it and agreed on how the arbitrator would be chosen. In May the Bombay and Calcutta High Courts applied that idea to a practice that had grown quietly in the lending industry: a bank or non-banking finance company selects an online dispute resolution platform, the platform appoints the arbitrator, and the borrower receives a notice from a stranger. Justice Somasekhar Sundaresan in Bombay and Justice Gaurang Kanth in Calcutta held, on the same day, that an appointment routed through an institution chosen by one party alone is still a unilateral appointment, and that an award made by such an arbitrator will not be enforced. Our cover story explains why those decisions matter to every institution that administers arbitration, including this one.

The Supreme Court's month was no less consequential. It held that a technical collaborator who was essential to the award of a contract may invoke its arbitration clause though it never signed the contract; that an arbitration clause can travel into a later agreement by words of incorporation; that a correction under Section 33 cannot turn simple interest into compound interest; and, in a judgment that will be quoted for years, that "arbitration in India has not failed, however courts sometimes have failed arbitration in India". It also refused, in Bhupesh Bhayana, to set aside a partly illegal award after fourteen years of litigation, choosing instead to recalculate the parties' entitlements under Article 142. Readers will have their own views on that; we set out both the judgment and the criticism.

For the Centre these are not abstract questions. When a Facilitation Council refers a matter to us, when a bank nominates us under its loan documents, or when two parties write our name into a contract, the arbitrator is appointed by the Registrar from a panel that neither party controls. That is what the Calcutta High Court described this month as the difference between an institution that derives its authority from mutual consent and one that merely lends its letterhead to a party's choice. We intend to keep it that way.

(Registrar)

K.K NANGIA
(EX-REGISTRAR, DELHI HIGH COURT)
REGISTRAR, DELHI ARBITRATION CENTRE

Registrar

Delhi Arbitration Centre
1 June 2026

Who picked your arbitrator?

On 16 May 2026 the Bombay High Court quashed an ex parte freezing order made by an arbitrator appointed through a platform on ICICI Bank's website, and the Calcutta High Court refused to enforce an award made by an arbitrator appointed through an institution chosen by L&T Finance alone. Together they close the newest route around Section 12(5).

By the Editorial Desk · May 2026



Since Perkins Eastman (2019) and TRF (2017), and decisively since the Constitution Bench in CORE (2024), Indian law has been clear that a party interested in the outcome of a dispute cannot appoint the sole arbitrator, and that this ineligibility under Section 12(5) read with the Seventh Schedule can be waived only by an express agreement in writing made after the dispute has arisen. Lenders adapted. Loan agreements began to name an online dispute resolution platform, or to give the lender the right to choose one from a list, and the platform's panel supplied the arbitrator. The borrower had agreed to the clause; the lender had not, in form, appointed anyone.

In *Ajazul Haque Khan v. ICICI Bank*, a personal-loan borrower challenged an ex parte interim order of 15 January 2026 freezing his accounts. The arbitrator had been appointed through a platform that ICICI had chosen from a list on its own website. Justice Somasekhara Sundaresan quashed the order. “Who gets on to the list on ICICI’s website and who stays out of it is purely a matter of ICICI’s sole choice,” he wrote. “It is a list curated by ICICI.” Offering the borrower a choice among lender-curated platforms is still unilateral control. The judgment also warned of “industrial scale” recovery proceedings

“Who gets on to the list on ICICI’s website and who stays out of it is purely a matter of ICICI’s sole choice. It is a list curated by ICICI.”

JUSTICE SOMASEKHAR SUNDARESAN,
BOMBAY HIGH COURT, AJAZUL HAQUE
KHAN V. ICICI BANK, 16 MAY 2026

through self-chosen platforms, which concentrate cases before the same few arbitrators. It follows the same judge's ruling of 30 April in *D S Textiles v. IIFL Finance*, which called algorithm-based selection by a lender "a colourable and manipulative device".

The same day in Calcutta, in *L&T Finance v. Amina Fuels*, Justice Gaurang Kanth refused to enforce an ex parte award of July 2025. The loan agreement had given L&T Finance power to appoint a sole arbitrator; instead of exercising it, the lender approached an ODR institution which made the appointment, and the borrowers never appeared. The Court declared the award void ab initio. The Section 12(5) prohibition, it held, "is directed not merely at the formal act of appointing an arbitrator, but at the substance of the process, the unilateral control by an interested party". An institution derives its authority only from the mutual consent of the parties; where one party alone selects it, the institution's appointment is that party's appointment. The correct route, the Court said, was Section 11.

Two more Calcutta decisions in the same fortnight completed the picture. In *Cholamandalam v. Sayan Goswami* the same judge held that indirect unilateral appointment is equally prohibited. In *Tata Steel v. MSP Sponge Iron*, Justice Shampa Sarkar put the principle in a sentence: "A party who cannot act as arbitrator, cannot also choose an arbitrator." In Delhi, meanwhile, *PTC Techno v. Samsung* (April) and other rulings have applied CORE to older awards without requiring proof of actual bias.

What does a genuinely consensual institutional appointment look like? Both parties must have agreed to the institution, either in the contract or after the dispute; the institution, not the lender, must control its panel and the selection from it; and the institution must have rules, published in advance, under which the appointment is made and can be challenged. The Delhi High Court's ruling of 13 May in *Dewan and Sons v. Harsh International* illustrates the other side of the coin: a tribunal appointed by an institution on a statutory reference from a Facilitation Council makes a final award without any need for the Council's approval, because the institution's authority comes from the statute and the Rules, not from a party.

The practical consequences are immediate. Ex parte awards made through lender-chosen platforms are now exposed to refusal of enforcement in at least two High Courts, and the ground goes to nullity, which limitation does not cure. Lenders who wish to keep arbitration will need clauses that name an institution acceptable to both sides, or a post-dispute written agreement, or a Section 11 petition. Borrowers who receive a notice from an unfamiliar arbitrator should ask, first, who appointed the appointer.

For institutions the lesson is about independence in fact and not only in name. A centre that accepts nominations from one side of a standard-form relationship must be able to show that its panel is its own, that its Registrar makes the appointment, and that the other party has a real opportunity to object under the rules. That is the standard these judgments set, and it is the standard against which every institution's banking and NBFC caseload will now be measured.

WHAT TO TAKE AWAY

- An arbitrator appointed through a platform or institution selected by one party alone is a unilaterally appointed arbitrator; Section 12(5) looks at substance, not form.
- Ex parte awards so obtained have been refused enforcement and declared void ab initio; non-participation by the borrower does not cure the defect.
- A valid institutional appointment requires mutual agreement on the institution, an institution-controlled panel, and published rules for appointment and challenge.
- Where the clause fails, the lender's route is a post-dispute written agreement or a Section 11 petition.

THE DELHI CONTRAST

Dewan and Sons v. Harsh International (Delhi HC, 13 May 2026): where a Facilitation Council refers a dispute to an arbitral institution under Section 18(3) of the MSMED Act, the institution's tribunal proceeds under the 1996 Act and makes a final award; "neither the MSMED Act nor the A&C Act envisage any intermediate or hybrid procedure" of Council approval. Authority derived from statute and rules is the opposite of authority derived from one party.

6

Supreme Court arbitration judgments of note in May

Plus two orders

3

High Court rulings against lender-chosen appointments in one fortnight

Bombay 16 May; Calcutta 16 and 23 May

Rs. 144.93 Cr

what a "corrected" Rs. 30.38 crore award had become before the Supreme Court restored it

Saryu Plastics

1 June

ICC Arbitration Rules 2026 in force

Published 22 May

Elecon Engineering v. Bhartiya Rail Bijlee Co.**8 May 2026** · Justices Sanjay Kumar and K. Vinod Chandran · 2026 INSC 458

A tender for a coal-handling plant required bidders to team up with a technically qualified collaborator. Elecon supplied the qualification, signed a deed of joint undertaking accepting joint and several liability, and was repeatedly called upon by the employer to perform after the contractor went into liquidation. When Elecon invoked arbitration the Delhi High Court refused a Section 11 appointment for want of privity. The Supreme Court reversed: a non-signatory whose role was essential to the award of the contract, who accepted joint and several liability and who was treated as a party in correspondence and tripartite meetings is a "veritable party" entitled to invoke the arbitration clause.

WHY IT MATTERS Cox & Kings reasoning now works for claimants: technical partners in EPC structures can enforce arbitration clauses, not only be dragged into them.

Hirani Developers v. Nehru Nagar Samruddhi CHS**13 May 2026** · Justices Sanjay Kumar and K. Vinod Chandran · 2026 INSC 484

A development agreement between a developer and a housing society contained an arbitration clause. Later agreements between the society and individual members provided that "all the terms and conditions of the Development Agreement shall be construed to form a part of these presents". Members sued in consumer fora; the Bombay High Court refused an arbitrator because the later agreements had no clause of their own. The Supreme Court held this was incorporation by reference under Section 7(5); the parties "clearly intended to import the Development Agreement, body and soul, into the later agreements". A sole arbitrator was appointed.

WHY IT MATTERS General words of incorporation can carry an arbitration clause into downstream contracts; contrast *MSEDCL v. Malpani* (April), where a bare reference to tender documents did not.

Gujarat Water Supply and Sewerage Board v. Saryu Plastics

26 May 2026 · Justices P.S. Narasimha and Alok Aradhe · 2026 INSC 552

An award granted about Rs. 1.01 crore with simple interest pendente lite and compound interest after the award. On a Section 33 application the Commercial Court “corrected” the award to substitute compound interest throughout, taking the liability from roughly Rs. 30.38 crore to Rs. 144.93 crore. The Supreme Court restored the original award. Section 33(1)(a) covers only clerical, typographical and arithmetical errors and “does not contemplate a review of the Award”; switching simple to compound interest “goes to the very heart of the Arbitrator’s assessment”. The Board’s separate plea that the arbitrator’s mandate had expired failed because it had participated without objection and “had tacitly agreed to extension of the mandate”.

WHY IT MATTERS Section 33 is not a back door to substantive modification, and Section 29A objections must be taken in time or not at all.

Bhupesh Bhayana v. Kunal Seth

26 May 2026 · Justices Sanjay Kumar and K. Vinod Chandran · 2026 INSC 546

A 2010 collaboration agreement for redevelopment of a Delhi property carried a twelve-month deadline and a Rs. 10,000-a-day delay penalty. Work stopped in 2011 and arbitration began in 2013. The Court found the award “patently illegal” in part but declined to set it aside because the parties had litigated since 2012 and annulment would mean starting afresh. Invoking Article 142, it recalculated the mutual entitlements and directed a net payment of about Rs. 25.62 lakh. “When setting aside an award would impose significant hardship and lead to unnecessary delay, it would be open to the Court to modify the award.”

WHY IT MATTERS A further step after Gayatri Balasamy (2025) on modification; commentators have warned that delay cannot itself be the source of the power, and the point will be pressed in every Section 34 hearing.

Tarini Prasad Mohanty v. Sunflag Iron and Steel

27 May 2026 · Justices J.K. Maheshwari and Atul S. Chandurkar · 2026 INSC 566

In an iron-ore supply arbitration the mine-owner objected that the agreements were insufficiently stamped as conveyances. The arbitrator rejected the objection under Section 16; a Single Judge of the Orissa High Court reversed in writ jurisdiction and ordered impounding; the Division Bench restored the arbitrator’s order and the Supreme Court agreed. After *In Re: Interplay* (seven judges), stamping objections “fall within the ambit of the Arbitral Tribunal”; non-stamping “is merely a curable defect”; and characterising a document as a conveyance “should not generally be undertaken while exercising writ jurisdiction”.

WHY IT MATTERS With *MCM Worldwide* (April) the writ route against Section 16 rejections is all but closed; stamping belongs to the tribunal.

Madhya Pradesh Road Development Corporation v. Jabalpur Corridor

29 May 2026 · Justices J.K. Maheshwari and Atul S. Chandurkar · 2026 INSC 590

A 2003 build-operate-transfer concession for a 170-kilometre road was terminated in 2007. A 2014 award granted about Rs. 49 crore with 14.75 per cent contractual pre-award interest. After the Section 34 court, the High Court and earlier rounds in the Supreme Court, the Corporation tried again to argue that the State’s Madhyastham Adhikaran Act ousted the 1996 Act. The Court held the issue had attained finality and could not be re-agitated, refused to disturb a contractual interest rate unless “so excessive as to shock the conscience of the Court”, and dismissed the appeal. Its opening line: “Arbitration in India has not failed, however Courts sometimes have failed arbitration in India.” Judicial interference, it added, “has often been a cure without a disease”.

WHY IT MATTERS The most quotable pro-arbitration statement of the year, and firm authority on finality of jurisdictional findings across successive rounds and deference to contractual interest.

ALSO THIS MONTH

Ashok v. Padam Chand (29 May 2026, 2026 INSC 591): under the 1940 Act, once a suit was pending the only route to arbitration was an application under Section 21 to the suit court; an award obtained privately was unenforceable against a non-consenting party. Ram Avatar Agrawal Road Construction v. State of Chhattisgarh (Narasimha and Aradhe JJ., reported mid-May): a conclusive Section 11 finding that arbitration is maintainable, once final, cannot be reopened in a Section 37 appeal. For context, MCM Worldwide (21 April; rejection of a Section 16 plea is not an interim award) was widely reported in early May but is an April judgment.

FROM THE COURTS

High Courts

May 2026

DELHI HIGH COURT

Dewan and Sons v. Harsh International

13 May 2026 · Justice Harish Vaidyanathan Shankar · O.M.P. (COMM) 237/2026

A Moradabad exporter challenged a Rs. 1.90 crore award made by a DIAC tribunal on a reference from the Facilitation Council under Section 18(3) of the MSMED Act, arguing that only the Council could make the final award. Rejected: once a statutory reference is made to an institution, the proceedings “proceed independently in accordance with the A&C Act”, and neither statute contemplates “any intermediate or hybrid procedure whereby the arbitral institution merely renders a recommendatory report” to the Council. Award upheld.

DELHI HIGH COURT

Cinda Engineering & Construction v. CY Engineering India

12 May 2026 · Justice Harish Vaidyanathan Shankar · O.M.P. (COMM) 67/2025

A tribunal’s procedural orders refusing amendment of pleadings and production of documents are not “interim awards” that can be challenged under Section 34 unless they finally determine substantive rights. Read with Eureka Forbes v. IRCTC the same month, where the Court held that an outright rejection of a counter-claim is a final determination, this gives a workable test.

CALCUTTA HIGH COURT

L&T Finance v. Amina Fuels

16 May 2026 · Justice Gaurang Kanth · EC-COM 293/2026

Enforcement of an ex parte award refused and the award declared void ab initio: the lender had routed its unilateral power of appointment through an ODR institution of its own choosing; Section 12(5) is aimed at “the substance of the process, the unilateral control by an interested party”. See the cover story.

DELHI HIGH COURT

Jiangxi Construction Engineering Group v. Varaha Infra

26 May 2026 · Justice Mini Pushkarna · ARB.P. 247/2026

Joint-venture partners on highway projects had earlier arbitrated, settled and obtained a consent award backed by a mortgage. Fresh disputes arose when a State authority threatened about Rs. 106.7 crore of bank guarantees. The Court held that the joint-venture agreement, the settlement, the consent award and the mortgage deeds formed an “intertwined” bundle, referred all disputes to a single arbitration, held that no fresh Section 21 notice was needed because arbitration had been validly invoked in 2020, and appointed Justice (Retd.) Jayant Nath as sole arbitrator.

BOMBAY HIGH COURT

Ajazul Haque Khan v. ICICI Bank

16 May 2026 · Justice Somasekhara Sundaresan · Comm. Arb. Pet. (L) 16052/2026

Ex parte interim order freezing a borrower’s accounts quashed; the arbitrator had been appointed through a platform chosen by the bank from a list the bank itself curated. See the cover story.

CALCUTTA HIGH COURT

Kessels Engineering Works v. Neo Metaliks

23 May 2026 · Justice Sabyasachi Bhattacharyya · AP-COM 245/2024

A majority award of a three-member tribunal was set aside as patently illegal because the dissenting arbitrator had been excluded from deliberations and received the finalised majority award only afterwards. “Deliberation between the co-arbitrators in a multi-member Arbitral Tribunal is an essential ingredient of party autonomy”; a dissent “has to be an informed decision and not a post facto adjudication”. Rare Indian authority on deliberation as a due-process requirement.

GUJARAT HIGH COURT · DIVISION BENCH

Kirloskar Pneumatic Co. v. ONGC

8 May 2026 · Chief Justice Sunita Agarwal and Justice D.N. Ray

The seat of arbitration cannot shift merely because hearings were held elsewhere; a change of seat requires a written amendment to the agreement.

DELHI HIGH COURT · DIVISION BENCH

Matsya Fincap v. Govind Lal

5 May 2026 · Justices Anil Kshetarpal and Amit Mahajan

An arbitration clause signed by one party only is no arbitration agreement; the resulting award is a nullity incapable of execution.

DELHI HIGH COURT

Orix Corporation India v. Peters Surgical India

7 May 2026 · Justice Mini Pushkarna

A pre-arbitration “mutual discussion” clause is directory; failure to complete it does not bar a Section 11 petition.

TELANGANA HIGH COURT · DIVISION BENCH

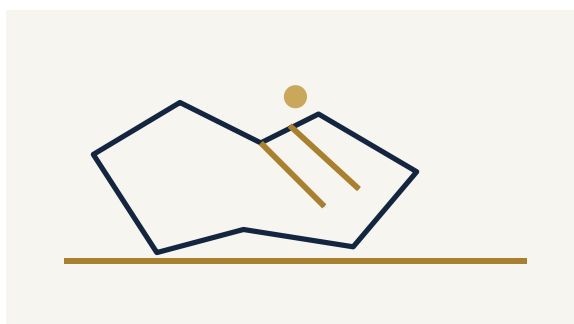
SRP Minerals v. Union of India

May 2026 · Justices Moushumi Bhattacharya and Gadi Praveen Kumar

A buyer that consented to the constitution of the tribunal and participated cannot later challenge the Facilitation Council's reference under the MSMED Act.

INDIA Policy & institutions

Legislation · Government · arbitral institutions



No arbitration or mediation legislation moved in May, and the Mediation Council of India remained unconstituted; the month's domestic story was written by the High Courts and by the institutions.

16 MAY 2026 · BOMBAY AND CALCUTTA

The ODR sector meets Section 12(5)

The rulings in Ajazul Haque Khan v. ICICI Bank, L&T Finance v. Amina Fuels and D S Textiles v. IIFL Finance (30 April) amount to a regulatory event for online dispute resolution in lending. Platforms that take appointments from lenders under standard-form clauses will need to show mutual consent to the institution, an independent panel and a genuine opportunity to object. Ex parte awards already made through such platforms are exposed to refusal of enforcement.

29 APRIL–30 MAY 2026

DIAC Deputy Counsel: applications close

Applications for nine contractual posts of Deputy Counsel at the Delhi International Arbitration Centre closed on 30 May (extended by a notice of 1 June). DIAC also hosted a delegation of judges from Bhutan on 14 May.

13 MAY 2026 · DELHI

Institutional awards on MSMED references are final

In Dewan and Sons v. Harsh International the Delhi High Court held that an arbitral institution to which a Facilitation Council refers a dispute under Section 18(3) makes a final award under the 1996 Act, without any approval by the Council. The ruling removes a recurring objection to institutional administration of MSME references and is directly relevant to centres, including DAC, that receive such references.

STATUS · MAY 2026

Legislation: nothing moved

No Bill to amend the Arbitration and Conciliation Act, 1996 was introduced, notified or reported in May; Parliament was not in session. The 2024 consultation draft remains the last public text. No notification under the Mediation Act, 2023 was issued; the Mediation Council of India was still to be constituted.

23 MAY 2026

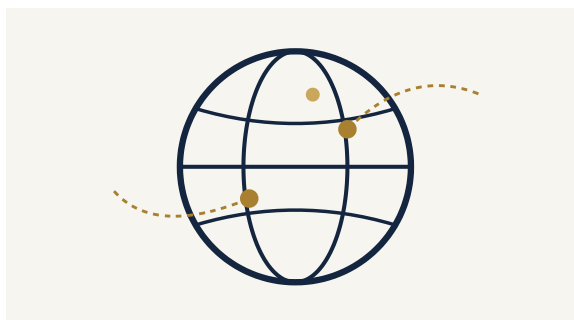
Which city will be India's seat?

A LiveLaw essay surveyed the competition between Delhi (DIAC), Mumbai (MCIA) and GIFT City (a proposed IFSCA-backed centre) to be India's credible institutional seat, and noted a reported Maharashtra stamp-duty amendment affecting awards. The essay is a useful primer for students on what makes a seat attractive: supervisory courts, institutional rules, enforcement practice and cost.

MAY 2026 · DELHI

IIAC tender dispute; empanelment paused

In *Sapphire Media v. NBCC Services* the Delhi High Court set aside, as "hyper-technical", a bid disqualification in a tender connected with the India International Arbitration Centre. IIAC itself suspended receipt of new applications for empanelment as arbitrator from 4 May 2026.



The ICC's 2026 Rules, published on 22 May and in force from 1 June, are the most extensive revision since 2012; two English Commercial Court decisions on 1 May underlined the finality of London awards.

22 MAY 2026 · PARIS

ICC Rules of Arbitration 2026 published

The ICC International Court of Arbitration published its 2026 Rules, applicable to cases filed on or after 1 June 2026. The headline changes: electronic communication by default; Terms of Reference no longer mandatory, replaced by an early case-management conference; the expedited-procedure threshold raised from USD 3 million to USD 4 million; a new opt-in "highly expedited" procedure aiming at an award within three months, on documents; early determination of manifestly unmeritorious claims or defences; wider emergency-arbitrator powers, including preliminary orders and relief against prima facie parties; a power for the Court to allow a truncated tribunal to proceed; formal recognition of tribunal secretaries; a disclosure standard under which doubts are resolved "in favour of disclosure" without presuming bias; electronic signing of awards; and reduced fees for disputes under USD 10 million. ICC Court President Claudia Salomon said the revisions followed "extensive consultation with the international arbitral community".

1 MAY 2026 · LONDON

Genel Energy v. Kurdistan Regional Government

A Section 68 challenge to a USD 26 million costs award was dismissed. Article 28.3 of the LCIA Rules 2020 is a complete code that displaces the Arbitration Act's itemisation requirements; and even if it were not, a failure to itemise would be an erroneous exercise of power, not an excess of it.

1 MAY 2026 · LONDON

Sanctions and finality: OWH SE v. RTI and Rusal

In OWH SE i.L. v. RTI Ltd & Rusal, Dias J. refused to set aside enforcement of a EUR 214 million LCIA award arising from currency swaps. Rusal argued that enforcement would breach public policy because of sanctions-related immunity provisions; the Court held those provisions were ancillary, no actual illegality was alleged, and the finality of awards prevailed.

27 MAY 2026 · UNITED STATES

Fifth Circuit: repeated litigation waives arbitration

In Global Advantech Resources v. Brown the Fifth Circuit held that a party which repeatedly sought dismissal with prejudice without reserving its arbitration rights had waived them. Earlier in the Term the US Supreme Court held that district courts keep jurisdiction to confirm or vacate awards after a Federal Arbitration Act stay (Jules v. Andre Balazs Properties) and that the transportation-worker exemption covers intrastate legs of interstate journeys (Flowers Foods v. Brock).

UNCITRAL Commission: what is on the agenda

The 59th session of the Commission will consider the reports of Working Group II, including its work on artificial intelligence in dispute resolution and remote hearings, draft supplementary provisions on the conduct of investor-state proceedings, and a stocktaking of dispute resolution in the digital economy. Neither Working Group II nor III met in May.

MAY 2026

Investor-state: quiet month for India

No new ICSID or PCA release involving India was issued in May. The next PCA release in the Indus Waters proceedings came at the end of July, and ICSID's next publication was its study of contract-based cases on 30 June.

HKIAC and ICDR caseloads

The Hong Kong International Arbitration Centre's 2025 statistics, released in February, record 582 cases of which 388 were arbitrations, with about HKD 126 billion in dispute; Indian parties were not among the top ten nationalities. The ICDR reported 725 international cases in 2025 from 96 countries with claims above USD 5.6 billion.

READING THE ICC RULES

The full text of the ICC Arbitration Rules 2026, with the ICC's explanatory note, is published at [iccwbo.org](https://www.iccwbo.org); the June issue carries a student explainer on the five changes that matter most.

YOUNG
EXPLAINER

PRACTITIONER'S

Unilateral appointments after May 2026

Ajazul Haque Khan, Amina Fuels, D S Textiles and PTC Techno together describe a rule that young lawyers on both sides of a loan or supply relationship must now know. This explainer sets out the rule, the new frontier of indirect control, and what to do when a notice arrives from an arbitrator you did not choose.

1

The rule and where it comes from

Section 12(5) and the Seventh Schedule, as read in TRF (2017), Perkins (2019) and the Constitution Bench in CORE (2024): a person interested in the outcome cannot be, or appoint, the sole arbitrator. The proviso allows waiver only by “an express agreement in writing” made after the dispute arose. An appointment in breach is void, not merely voidable; participation, silence or non-appearance does not cure it (Titagarh; PTC Techno).



2

The new frontier: indirect control

Courts now look at substance. A lender-curated list of platforms (Ajazul Haque Khan), an algorithm operated for the lender (D S Textiles), or an institution chosen by the lender alone (Amina Fuels) is unilateral control by another name. Justice Shampa Sarkar's formulation is the test: a party who cannot act as arbitrator cannot choose the arbitrator, directly or indirectly.

3 What a valid institutional appointment looks like

Both parties agree to the institution, in the contract or after the dispute; the institution's panel and selection are its own; its rules provide for disclosure and challenge; and the appointment is made by the institution's officer, such as a Registrar, not by the party. Where a statute or a court makes the reference, as in Section 18(3) MSMED references (Dewan and Sons), the institution's authority is independent of either party.

4 Consequences and remedies

For the party served: raise the objection at once under Sections 12 and 13, in writing, and preserve it; if an award follows, resist enforcement under Section 36 or challenge under Section 34 on the ground of nullity (Amina Fuels; PTC Techno), remembering that limitation is measured from receipt of the signed award. For the party seeking to arbitrate: obtain a post-dispute written waiver, agree an institution with the other side, or apply under Section 11.

CHECKLIST

- Read the clause: who chooses the institution, and who controls its panel?
- If you receive a notice, write immediately to the arbitrator and the institution recording your objection under Section 12(5); do not simply stay away.
- Ask for the arbitrator's disclosure under Section 12(1) and the Sixth Schedule.
- If you act for a lender, replace platform-selection clauses with a named, mutually agreed institution or a Section 11 route.
- Keep the CORE (2024) Constitution Bench judgment and the 16 May 2026 rulings in your file; they will be cited in every such case.

CAREERS & EVENTS

Opportunities & diary

Vacancies · internships · moots · conferences

VACANCY · INDIA

Deputy Counsel (9 posts), Delhi International Arbitration Centre

DIAC, Delhi High Court · Closed 30 May 2026 · extended by notice of 1 June

Enrolled advocates with at least three years' practice, under 35 as on 1 May 2026; consolidated Rs. 1,00,000 a month. Shortlist and interviews to follow.

dhcdiac.nic.in

COURSE · ONLINE

Certificate Course on Mediation (15 hours)

Maharashtra National Law University, Mumbai · 19–24 June 2026 · register by 18 June 2026, 5 pm

Open to students and graduates of any discipline; thirty seats; fee Rs. 2,000.

mnlumumbai.edu.in

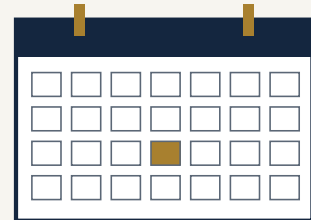
CONFERENCE · LONDON

London International Disputes Week 2026

LIDW · 1–5 June 2026

Includes the ICA's fourth conference on Arbitrating Indo-UK Commercial Disputes at Church House, Westminster on 5 June, to be inaugurated by the Chief Justice of India, and MCIA co-hosted sessions on 1, 3 and 4 June.

lidw.co.uk



DIARY

1–3 May	International Arbitration Confluence 2026, Mahindra University, Hyderabad (held)
14 May	Bhutan judicial delegation at DIAC (held)
1 Jun	ICC Arbitration Rules 2026 in force
1–5 Jun	London International Disputes Week
5 Jun	ICA Indo-UK conference, London; CJI inaugurates
18 Jun	MNLU Mumbai mediation course: registration closes

SESSION • NEW YORK

UNCITRAL 59th Commission session

United Nations Commission on International Trade Law • 29 June–10 July 2026

Observer attendance for accredited bodies; agenda includes ISDS reform texts and electronic awards. Useful for students following Working Groups II and III.

uncitral.un.org

29 Jun–10 Jul

UNCITRAL Commission, New York

7–11 Sep

Brunel summer programme, London

31 Oct

ICC India Arbitration Conference, Mumbai

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.

SUMMER PROGRAMME • LONDON

Brunel Summer Programme on International Arbitration

Brunel University London • 7–11 September 2026

Fees from GBP 499 for students and GBP 999 for professionals, with reduced rates for participants from lower-income countries; limited places.

brunel.ac.uk

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. Fee Rs. 2,500. 2go.iccwbo.org

TRAINING • MUMBAI / ONLINE

MCIA training modules 2026

Mumbai Centre for International Arbitration • Dates as announced

Tribunal Secretary Training Programme, a construction arbitration course, CIArb Modules 1 and 2 and the "Global Arbitration Thursdays" webinar series.

mcia.org.in

QUOTABLE

Lines of the month

"Arbitration in India has not failed, however Courts sometimes have failed arbitration in India."

Supreme Court, *MPRDC v. Jabalpur Corridor*, 29 May 2026

"Section 33 of the Act does not contemplate a review of the Award. The provision is neither designed nor intended to serve as a vehicle for the substantive modification of an Award."

Supreme Court, *Gujarat Water Supply and Sewerage Board v. Saryu Plastics*, 26 May 2026

"A party who cannot act as arbitrator, cannot also choose an arbitrator."

Justice Shampa Sarkar, *Calcutta High Court, Tata Steel v. MSP Sponge Iron*, May 2026

"Although a dissenting Arbitrator has a right to dissent, such dissent has to be an informed decision and not a post facto adjudication after the majority award is finalized."

NEXT ISSUE

The June 2026 issue will cover NHAI v. T. Younis on when limitation runs after a Section 33 request, T.K.A. Padmanabhan on consumer fora and arbitration clauses, the Bombay High Court's ruling that an India-seated international award cannot be attacked for perversity (ONGC v. Sapura), the ICC Rules 2026 in force, the ICC's 2025 statistics, and the Chief Justice of India's address at the Indo-UK conference in London.

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.

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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.”

REGISTRY

37/8 Rajpur Road, Civil Lines, Delhi – 110054

admin@delhiarbitrationcentre.com

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

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