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1.	<i>International Commercial Arbitration; Law and Recent Developments in India</i> , Nishith Desai Associates, April 2021.	
2.	Dr. Birendra Saraf, <i>The Scheme of Arbitration & Conciliation Act: Towards Model Dispute Resolution Regime</i> .	
3.	Pradeep Nayak, Sulabh Rewari & Vikas Mahendra, <i>Arbitration Procedures and Practice in India: Overview</i> , Thomson Reuters, 2021.	
4.	Ashish Dholakia, Ketan Gaur & Kaustub Narendran, <i>India's Arbitration and Conciliation (Amendment) Act, 2021: A Wolf In Sheep's Clothing</i> , 2021.	
5.	Subhiksh Vasudev, <i>The 2020 Amendment to the Indian Arbitration Act: Learning from the Past Lessons?</i> ,	
6.	Bernardo M. Cremades & Rodrigo Cortés, <i>The Principle of Confidentiality in Arbitration: A Necessary Crisis</i> , Journal of Arbitration Studies, Vol. 23 No. 3 September, 2013, pp. 25-38.	
7.	Domitille Baizeau and Juliette Richard, <i>Addressing the Issue of Confidentiality in Arbitration Proceedings: How is this done in Practice?</i> , ASA Special Series No. 43, Confidential and Restricted Access Information in International Arbitration, edited by Elliott Geisinger.	
8.	<i>Interim Reliefs in Arbitral Proceedings Powerplay between Courts and Tribunals</i> , Nishith Desai Associates, 2020.	
9.	John J. Barceló III, <i>Who Decides the Arbitrators' Jurisdiction? Separability and Competence- Competence in Transnational Perspective</i> , International Commercial Arbitration, Vanderbilt Journal of Transnational Law, Vol 36: 1115.	
10.	Nakul Dewan, <i>Interim Measures in Arbitration - A Comparative Analysis of Indian and English Arbitration Acts</i> , RDAI/IBLJ, N°6, 2003.	
11.	Akkant Kumar Mittal, <i>Determining an Arbitration Agreement – Different Scenarios and Inconsistent Application</i> , (2019) 7 SCC (J).	
12.	Nish Shetty, Cameron Hassall & Audley Sheppard, <i>The Indian Supreme Court upholds competence-competence</i> , 2014, Clifford Chance, briefing Note, UK-0010-BD-CCOM.	
13.	O Susler, <i>The Jurisdiction of the Arbitral Tribunal: A Transnational Analysis of the Negative Effect of Competence</i> (2009) 6 Macquarie J Bus L 119.	
14.	Phillip Landolt, <i>The Inconvenience of Principle: Separability and Kompetenz-Kompetenz</i> . Journal of International Arbitration 30, no. 5 (2013): 511–530.	
15.	Stephen M. Schwebel, Luke Sobota & Ryan Manton, <i>The Severability of the Arbitration Agreement</i> , Published online by Cambridge University Press, Jan. 2020.	
16.	<i>Enforcement of Arbitral Awards and Decrees in India: Domestic and Foreign</i> , Nishith Desai Associates, January 2020.	
17.	Peter Gillies, <i>Enforcement of International Arbitration Awards- The New York Convention</i> , International Trade and Business Law, pg. 20, (2005).	

18.	Anthony E Cassimatis, <i>Public Policy under The New York Convention – Bridges between Domestic and International Courts and Private and Public International Law</i> , Vol. 31, No. 1 (2019), pp. 32-52.	
19.	Sumeet Kachwaha, <i>Enforcement of Arbitration Awards in India</i> , Asian International Arbitration Journal, Volume 4, Number 1, Pages 64-82.	
20.	Wasiq Abass Dar, <i>Understanding Public Policy as an Exception to the Enforcement of Foreign Arbitral Awards</i> , 2 Eur. J. Comp. L. & Governance 316 (2015).	
21.	Koji Takahashi, <i>Jurisdiction to set aside a Foreign Arbitral Award, in Particular an Award Based on an Illegal Contract: A Reflection on the Indian Supreme Court's Decision in Venture Global Engineering</i> , The American Review of International Arbitration (ARIA), V-19/no 1, 173-186.	
22.	<i>Emerging Trends in Arbitration in India</i> , A study by Forensic & Integrity Services, Earnest & Young LLP.	
23.	Amal K. Ganguli. (2018), <i>New Trend in the Law of Arbitration in India</i> , <i>Journal of the Indian Law Institute</i> , Vol 60, (July-September), No.3.	
24.	Vienna Messina, <i>Third-Party Funding: The Road to Compatibility in International Arbitration</i> , 45 Brook. J. Int'l L. (2019).	
25.	Hiroo Advani, Kanika Arora et.al., <i>Decoding the Public Policy of India and Patent Illegality on the Face of an Award</i> , 2022 SCC OnLine Blog Exp 26	
26.	Henry Sivils, <i>Questions of Arbitrability in the World: Comparing the Jurisprudence of the United States and India</i> , 2022 J. Disp. Resol. (2022)	
Case Law Jurisprudence		
<i>(The cases mentioned below contain a brief summary only for the purpose of discussion relevant to the session. Please refer to the full text judgment provided in the soft copy for a conclusive opinion)</i>		
1.	Babnrao Rajaram Pund v. Samarth Builders & Developers , 2022 SCC OnLine SC 1165 <i>The Supreme Court observed that an arbitration clause has to be given effect even if it does not expressly state that the decision of the arbitrator will be final and binding on the parties. The deficiency of words in agreement which otherwise fortifies the intention of the parties to arbitrate their disputes, cannot legitimise the annulment of arbitration clause.</i>	
2.	Shree Enterprise Coal Sales Pvt Ltd. v. Union of India , Civil Appeal No6539 of 2022 (Arising out of Special Leave Petition (Civil) No 13125 of 2018) <i>The Supreme Court has held that disputes related to tax concessions are not arbitrable. The Apex Court ruled that undoubtedly, a contractual dispute would be amenable to being resolved by arbitration, however, in the present case, the relief related to tax concessions was not of an arbitrable nature.</i>	
3.	Essar House (P) Ltd. v. Arcellor Mittal Nippon Steel India Ltd. , 2022 SCC OnLine SC1219 <i>The Supreme Court observed that a court exercising power under Section 9 of the Arbitration and Conciliation Act is not strictly bound by provisions of CPC and should not withhold relief on mere technicality. The Court ruled that proof of actual attempts to deal with, remove or dispose of the property with a view to defeat or delay the realization of an impending Arbitral Award is not imperative for grant of relief under Section 9, and that a strong possibility of diminution of assets would suffice</i>	
4.	Mahanadi Coalfields Ltd. v. IVRCL AMR Joint Venture , 2022 SCC OnLine SC 960 <i>Mere use of the word "arbitration" or "arbitrator" in a clause will not make it an arbitration agreement, if it requires or contemplates a further or fresh consent of the parties for reference to arbitration. An arbitration agreement should disclose a determination and obligation</i>	
5.	ONGC v. Afcons Gunanusa JV , 2022 SCC OnLine SC 1122 <i>Arbitrators do not have the power to unilaterally fix their fees without the consent of the parties. The Supreme Court held that the ceiling of Rs 30, 00,000 in entry at Serial No 6 of the Fourth Schedule of the Arbitration and Conciliation Act is applicable to the sum of base amount and the variable amount, and not just the variable amount. This means that the highest fee payable shall be Rs 30, 00,000, The court also held that the ceiling is applicable to each individual arbitrator, and not the arbitral tribunal as a whole, where it</i>	

	<i>consists of three or more arbitrators.</i>
6.	National Highways Authority of India v. P. Nagaraju , 2022 SCC OnLine SC 864 <i>The Supreme Court observed that, under Section 34 or 37 of Arbitration and Conciliation Act, a Court cannot modify the award passed by the Arbitrator. The option would be to set aside the award and remand the matter.</i>
7.	M/S Tantia Constructions Limited v. Union Of India , Petition for Special Leave to Appeal (C) No. 10722/2022 <i>Observing that it is of the "firm opinion that there cannot be two arbitration proceedings with respect to the same contract/transaction", the Supreme Court stated that when a dispute has earlier been referred to arbitration and an award was passed on the claims made, then it is "rightful" to refuse to refer to arbitration- in exercise of Section 11(6) of the 1996 Arbitration Act- a fresh arbitration proceeding sought to be initiated with respect to some further claims.</i>
8.	Indian Oil Corpn. Ltd. v. NCC Ltd. , 2022 SCC OnLine SC 896 <i>Despite the insertion of Section 11(6A) in the Arbitration and Conciliation Act 1996, the Courts are not denuded of the power to examine the issue of non-arbitrability and jurisdiction at the stage of considering application of appointment of arbitrators under Section 11, held the Supreme Court recently. The Supreme Court held that, at the stage of deciding application for appointment of arbitrator, a Court can consider whether the dispute falls within the excepted clause. The Court observed that the question of jurisdiction and non-arbitrability can be considered by a Court at the stage of deciding an application under Section 11 of Arbitration and Conciliation Act if the facts are very clear and glaring.</i>
9.	Executive Engineer (R & B) v. Gokul Chandra Kanungo , 2022 SCC OnLine SC 1336 <i>The Supreme Court recently held that a case where the award holder was responsible for delaying the proceedings which led to a huge lapse of time would be a fit case of exercising power under Article 142 to reduce the rate of interest on the sum of award. The Court further held that the Arbitration and Conciliation Act casts a duty upon the arbitral tribunal to give reasons as to how it deems the rate of interest to be reasonable. Held that interest would be payable for the period on which there were lapses on the part of the award holder.</i>
10.	Emaar India Ltd. v. Tarun Aggarwal Projects LLP , 2022 SCC OnLine SC 1328 <i>The Supreme Court has held that the High Courts while appointing the arbitrator can launch a preliminary inquiry to decide the issue of 'Excepted Matters' when an objection to that effect is taken by the respondent. If any dispute falls within the 'excepted' category provided in the contract between the parties, then it falls outside the scope of arbitration, therefore, no arbitration can happen with respect to those matters.</i>
11.	BBR (India) (P) Ltd. v. S.P. Singla Constructions (P) Ltd. , 2022 SCC OnLine SC 642 <i>Conducting Arbitration Proceedings At A New Place Owing To The Appointment Of A New Arbitrator Would Not Shift The Seat Of The Arbitration. The Supreme Court further held that when the seat is once fixed by the Arbitral Tribunal under Section 20(2), it should remain static and fixed; whereas the 'venue' of arbitration can change and move from 'the seat' to a new location. A pivotal point that the Apex Court had reiterated here is that the venue is not constant and stationary and can move and change in terms of Sub-Section (3) to Section 20 of Arbitration Act, however, this change of venue does not result in change or relocation of the 'seat of arbitration'. While relying upon BGSSGS Soma JV v. NHPC Limited, the Supreme Court opined that once the jurisdictional 'seat' of arbitration is fixed in terms of Sub-Section (2) of Section 20 of Arbitration Act, then, without the express mutual consent of the parties to the arbitration, 'the seat' cannot be changed. Therefore, while dismissing the appeal, the Court held that the appointment of a new Arbitrator who holds the arbitration proceedings at a different location would not change the jurisdictional 'seat' already fixed by the earlier or first Arbitrator. The place of arbitration in such an event should be treated as a venue where arbitration proceedings are held.</i>

12.	Vodafone Idea Cellular Ltd. v. Ajay Kumar Agarwal , (2022) 6 SCC 496 <i>The Supreme Court held that the existence of statutory arbitration under the Indian Telegraph Act will not oust the jurisdiction of a consumer forum. The Court held that there is no compulsion for the consumer to necessarily file a complaint with the consumer forum. However, it would be open for him to file a complaint with the consumer forum notwithstanding the availability of the arbitration under the Indian Telegraph Act</i>
13.	Shree Vishnu Constructions v. The Engineer in Chief, Military Engineering Service , Special Leave Petition (C) No. 5306 of 2022 <i>The Supreme Court requested all the High Courts to decide and dispose of applications under Sections 11(5) and 11(6) of the Arbitration Act which are pending for more than one year from the date of filing, within six months</i>
14.	Durga Welding Works v. Railway Electrification , (2022) 3 SCC 98 <i>The Supreme Court held that the settled position of law is that a party forfeits its right to appoint an arbitrator as per the clause if it does not make an appointment before the filing of an application under Section 11(6).</i>
15.	Ravi Ranjan Developers (P) Ltd. v. Aditya Kumar Chatterjee , 2022 SCC OnLine SC568 <i>The Supreme Court set aside an order of the Calcutta High Court allowing an application for the appointment of an arbitrator. The Court held that the High Court lacked inherent jurisdiction as the parties only agreed that the sittings of the Tribunal would be in Kolkata. Thus, it cannot be equated with the seat of arbitration or place of arbitration, which has a different connotation.</i>
16.	Intercontinental Hotels Group (India) (P) Ltd. v. Waterline Hotels (P) Ltd. , (2022) 7 SCC 662 <i>The Supreme Court held that once a party has paid the stamp duty, any objection regarding its sufficiency cannot be decided by a court exercising powers under Section 11 of the Act</i>
17.	Ellora Paper Mills Ltd. v. State of M.P. , (2022) 3 SCC 1 <i>The Supreme Court held that by operation of law and in view of sub-section (5) of Section 12 read with the Seventh Schedule, the earlier Arbitral Tribunal constituted prior to the amendment of 2015 has become ineligible and lost its mandate.</i>
18.	I-Pay Clearing Services (P) Ltd. v. ICICI Bank Ltd. , (2022) 3 SCC 121 <i>The Supreme Court held that a court cannot remit a matter to the arbitrator on an application under Section 34(4) when the arbitrator has not given any findings on an issue. The Court differentiated between 'reasons' and 'finding' and held that it is only to fill the gaps in the reasoning that the matter would be remitted to the arbitrator. When there are no findings on the given issue, the matter cannot be remitted as that in itself is a ground to set aside the award. It further held that the power under Section 34(4) is discretionary.</i>
19.	Mutha Construction v. Strategic Brand Solutions Pvt Ltd , Special Leave Petition (Civil) No. 1105 of 2022 <i>The Supreme Court held that after setting aside an award, the court can remit the matter to the same arbitrator for a fresh decision, provided that the parties involved mutually agree to the same.</i>
20.	Amazon.com NV Investment Holdings LLC v. Future Retail Ltd. , (2022) 1 SCC 209 <i>Emergency arbitrator's award is referable to S. 17(1) of Indian Arbitration Act; enforceable under S. 17(2). It has been held that the interim award in favour of Amazon, passed by the Emergency Arbitrator appointed under the Arbitration Rules of the Singapore International Arbitration Centre is enforceable under the Indian Arbitration Act.</i>
21.	Gemini Bay Transcription (P) Ltd. v. Integrated Sales Service Ltd. , (2022) 1 SCC 753 <i>Foreign arbitral award enforceable against non-signatories to agreement; 'perversity' no longer a ground to challenge foreign award.</i>

22.	Bhaven Construction through Authorised Signatory Premjibhai K. Shah v. Executive Engineer Sardar Sarovar Narmada Nigam Ltd. & Anr. , (2022) 1 SCC 75 <i>Observed that the High Courts' power of interference under Articles 226 and 227 of the Constitution of India ("Constitution"), in the context of arbitral proceedings, may be exercised in 'exceptional rarity'.</i>
23.	Vodafone Idea Cellular Ltd. v. Ajay Kumar Agarwal , 2022 SCC OnLine SC 231 <i>...invoked the doctrine of election, which provides that when two remedies are available for the same relief, the party at whose disposal such remedies are available, can make the choice to elect either of the remedies as long as the ambit and scope of the two remedies are not essentially different. the existence of an arbitral remedy will not, therefore, oust the jurisdiction of the consumer forum. It would be open to a consumer to opt for the remedy of arbitration, but there is no compulsion in law to do so and it would be open to a consumer to seek recourse to the remedies which are provided under the Act of 1986, now replaced by the Act of 2019.</i>
24.	State of Chhattisgarh v. SAL Udyog (P) Ltd. , (2022) 2 SCC 275 <i>Held that a party is not barred from raising additional grounds for setting aside an arbitration award under section 37 of the Arbitration and Conciliation Act, 1996, merely because the said ground was not raised before the district court to set aside an arbitration award under S. 34 of the A&C Act.</i>
25.	Ratnam Sudesh Iyer v. Jackie Kakubhai Shroff , (2022) 4 SCC 206 <i>2015 Amendments won't apply to section 34 application filed prior to it.</i>
26.	Project Director, National Highways No. 45 E and 220 National Highways Authority of India v. M. Hakeem and Another , (2021) 9 SCC 1 <i>The issue for determination before the Supreme Court was: Whether the power of a Court under Section 34 of the A&C Act, 1996 to "set aside" an award of an arbitrator includes the power to modify such an award?</i> Held: <i>there can be no doubt that given the law laid down by the Supreme Court, Section 34 of the A&C Act, 1996 cannot be held to include within it a power to modify an award. To state that the judicial trend appears to favour an interpretation that would read into Section 34 of the A&C Act, 1996 a power to modify, revise or vary the award would be to ignore the previous law contained in the Arbitration Act, 1940; as also to ignore the fact that the A&C Act, 1996 was enacted based on the UNCITRAL Model Law on International Commercial Arbitration, 1985 which makes it clear that, given the limited judicial interference on extremely limited grounds not dealing with the merits of an award, the "limited remedy" under Section 34 of the A&C Act, 1996 is coterminous with the "limited right", namely, either to set aside an award or remand the matter under the circumstances mentioned in Section 34 of the A&C Act, 1996. (Para 16, 31-42)</i>
27.	N.N. Global Mercantile (P) Ltd. v. Indo Unique Flame Ltd , (2021) SCC OnLine 13 <i>The arbitration agreement is an independent agreement between the parties, and is not chargeable to payment of stamp duty. The non-payment of stamp duty on the commercial contract would not invalidate the arbitration clause since it has an independent existence of its own</i> <i>Arbitration agreement would not be rendered invalid, un-enforceable or non-existent, even if the substantive contract is not admissible in evidence or cannot be acted upon on account of non- payment of Stamp Duty. Issue referred to a larger bench.</i>
28.	Haryana Space Application Centre v. Pan India Consultants (P) Ltd. , (2021) 3 SCC 103 <i>Appointment if the sole arbitrator is subject to the declarations Made u/s 12 of the Arbitration Act</i>
29.	Inox Renewables Ltd. v. Jayesh Electricals Ltd. , 2021 SCC OnLine SC 448 <i>It is open for parties to an arbitration agreement to change the seat of arbitration by mutual agreement. Such an agreement, even if not in writing, would be considered valid if it is recorded in the award and not challenged by either party</i>
30.	Sanjiv Prakash v. Seema Kukreja And Ors. , (2021) 9 SCC 732 <i>Court held that Section 11 stage cannot enter into a mini-trial or elaborate review of the facts and law which would usurp the jurisdiction of the arbitral tribunal</i>

31.	Pravin Electricals (P) Ltd. v. Galaxy Infra & Engg. (P) Ltd. , (2021) 5 SCC 671 <i>The court held that when it appears that prima facie review would be inconclusive and requires detailed examination, the matter should be left for final determination by the arbitral tribunal. Further, the expression “existence of an arbitration agreement” in Section 11 of the Act would include aspect of validity of an arbitration agreement.</i>
32.	M/s Laxmi Continental Construction Co. v. State of UP , (2021) SCC OnLine SC 750 <i>Once the Sole Arbitrator continued with the arbitration proceedings and passed the award within the extended period of time, it cannot be said that he has misconducted himself as he continued with the arbitration proceedings.</i>
33.	Welspun Specialty Solutions Limited v. ONGC , (2021) SCC OnLine SC 1053 <i>Having an explicit clause not sufficient to make time the essence of the contract; Arbitral Tribunal’s interpretation of contractual clauses having extension procedure and imposition of liquidated damages, are good indicators that ‘time was not the essence of the contract.</i>
34.	Oriental Structural Engineers (P) Ltd. v. State of Kerala , (2021) 6 SCC 150 <i>Arbitral tribunal’s award of interest to a party in a contract (under whose terms the rate of ‘payment of interest’ is not expressly provided for) is valid, unless the contract specifically excludes it. Consequently, such an award of interest by a tribunal cannot be subject to judicial interference on ground of ‘patent illegality’.</i>
35.	Chintels India Ltd. v. Bhayana Builders Pvt. Ltd. , (2021) SCC OnLine SC 80 <i>An order refusing to condone the delay under Section 34(3) of the Arbitration and Conciliation Act, 1996 is appealable under Section 37 of the Act. Undoubtedly, a limited right of appeal is given under section 37 of the Arbitration Act, 1996. But it is not the province or duty of this Court to further limit such right by excluding appeals which are in fact provided for, given the language of the provision as interpreted.</i>
36.	State of Maharashtra v. Borse Bros. Engineers & Contractors (P) Ltd. , (2021) 6 SCC 460 <i>Short delay in filing appeals under section 37 of the Arbitration Act can be condoned in exceptional cases</i>
37.	Vidya Drolia v. Durga Trading Corpn. , (2021) 2 SCC 1 <i>Court authoritatively expounded on the scope of the jurisdiction of a Court, examining and application under Section 8 of the 1996 Act.</i>
38.	Amway India Enterprises (P) Ltd. v. Ravindranath Rao Sindhia , (2021) SCC OnLine SC 171 <i>“If at least one of the parties was either a foreign national, or habitually resident in any country other than India; or by a body corporate which was incorporated in any country other than India; or by the Government of a foreign country, the arbitration would become an international commercial arbitration notwithstanding the fact that the individual, body corporate, or government of a foreign country carry on business in India through a business office in India.”</i>
39.	PSA SICAL Terminals (P) Ltd. v. V.O. Chidambaram Port Trust , (2021) SCC OnLine SC 508 <i>Held that an arbitral award which is based on no evidence and/or in ignorance of evidence would come under the realm of patent illegality. The Court also held that an arbitrator cannot rewrite the contract for the parties</i>
40.	Unitech Ltd. and Ors. v. Telangana State Industrial Infrastructure Corporation and Ors. , (2021) SCC OnLine SC 99 <i>Presence of an arbitration agreement in a contract is not an absolute bar to availing remedies under Article 226 of the Constitution.</i>
41.	Uttar Pradesh Power Transmission Corporation Ltd v. CG Power and Industrial Solutions Limited , (2021) SCC OnLine SC 383 <i>The existence of an arbitration clause does not debar the court from entertaining a writ Petition.</i>

42.	PASL Wind Solutions Private Limited v. GE Power Conversion , (2021) 3 SCC OnLine SC 331 <i>Parties to a contract who are Indian nationals or Companies incorporated in India can choose a forum for arbitration outside India. "Nothing stands in the way of party autonomy in designating a seat of arbitration outside India even when both parties happen to be Indian nationals</i>
43.	Jaipur Zila Dugdh Utpadak Sahkari Sangh Ltd. v. Ajay Sales & Suppliers , (2021) SCC OnLine SC 730 <i>Chairman is 'ineligible' to act as an arbitrator to resolve the dispute between the parties in view of Section 12(5) read with Seventh Schedule to the Act loses mandate to continue as a sole arbitrator</i>
44.	Punjab State Civil Supplies Corporation Ltd. v. Ramesh Kumar and Company , (2021) SCC OnLine SC 1056 <i>The jurisdiction in a first appeal arising out of a decree in a civil suit is distinct from the jurisdiction of the High Court under Section 37 of the 1996 Act arising from the disposal of a petition challenging an arbitral award under Section 34 of the 1996 Act</i>
45.	Gujarat State Disaster Management Authority v. Aska Equipments Limited , (2021) SCC OnLine SC 917 <i>Considering the language used in Section 19 of the MSME Act, 2006 and the object and purpose of providing deposit of 75% of the awarded amount as a pre-deposit while preferring the application/appeal for setting aside the award, it has to be held that the requirement of deposit of 75% of the awarded amount as a predeposit is mandatory.</i>
46.	Gyan Prakash Arya v. M/s Titan Industries Limited , (2021) SCC OnLine SC 1100 <i>"Only in a case of arithmetical and/or clerical error, the award (an arbitral award) can be modified and such errors only can be corrected"</i>
47.	Delhi Airport Metro Express (P) Ltd. v. DMRC , (2021) SCC OnLine SC 131 <i>There is a disturbing tendency of courts setting aside arbitral awards, after dissecting and reassessing factual aspects of the cases to come to a conclusion that the award needs intervention and thereafter, dubbing the award to be vitiated by either perversity or patent illegality, apart from the other grounds available for annulment of the award.</i>
48.	Arcelor Mittal Nippon Steel (India) Ltd. v. Essar Bulk Terminal Ltd. , (2021) SCC OnLine SC 718 <i>On a combined reading of Section 9 with Section 17 of the Arbitration Act, once an Arbitral Tribunal is constituted, the court would not entertain and/or in other words take up for consideration and apply its mind to an application for interim measure, unless the remedy under Section 17 is inefficacious, even though the application may have been filed before the constitution of the Arbitral Tribunal. The bar of Section 9(3) would not operate, once an application has been entertained and taken up for consideration, as in the instant case, where hearing has been concluded and judgment has been reserved.</i>
49.	Garg Builders v. Bharat Heavy Electricals Ltd. , (2021) SCC OnLine SC 855 <i>It was held that when there is an express statutory permission for the parties to contract out of receiving interest and they have done so without any vitiation of free consent, it is not open for the Arbitrator to grant pendent lite interest.]</i> <ul style="list-style-type: none"><input type="checkbox"/> <i>Sayed Ahmed and Company v. State of Uttar Pradesh, (2009) 12 SCC 26</i><input type="checkbox"/> <i>Sree Kamatchi Amman Constructions v. Divisional Railway Manager (Works), (2010) 8 SCC 767</i><input type="checkbox"/> <i>Sri Chittaranjan Maity v. Union of India, (2017) 9 SCC 611</i>
50.	BSNL v. Nortel Networks India (P) Ltd. , (2021) 5 SCC 738 <i>Article 137 of the First Schedule of the Limitation Act will govern the limitation period for filing an application under Section 11 of the Arbitration Act, 1996 and the limitation period will trigger from the date when there is failure to appoint the arbitrator.</i>

51.	National Highways Authority of India v. M. Hakeem , (2021) SCC OnLine SC 473, <i>Section 34 Court can only set aside the arbitral award, but not vary or modify the findings of the Arbitral Tribunal.</i>
52.	Dakshin Haryana Bijli Vitran Nigam Ltd. v. Navigant Technologies (P) Ltd. , (2021) SCC OnLine SC 157 <i>“Under Section 34 of the Arbitration Act, the Court may either dismiss the objections filed, and uphold the award, or set aside the award if the grounds contained in sub-sections (2) and (2-A) of (Section 34) are made out. There is no power to modify the award”.</i>
53.	DLF Home Developers Limited v. Rajapura Homes (P) Ltd. , 2021 SCC OnLine SC 781 <i>Even when arbitration agreement exists, it would not prevent Court to decline prayer for reference if dispute in question doesn’t correlate to said agreement.</i>
54.	Indus Biotech (P) Ltd. v. Kotak India Venture (Offshore) Fund , (2021) 6 SCC 436 <i>Observed that in any proceeding which is pending before the Adjudicating Authority under Section 7 of Insolvency and Bankruptcy Code, if such petition is admitted upon the Adjudicating Authority recording the satisfaction with regard to the default and the debt being due from the corporate debtor, any application seeking reference to arbitration under Section 8 of the Arbitration and Conciliation Act made thereafter will not be maintainable.</i>
55.	Uttarakhand Purv Sainik Kalyan Nigam Ltd. v. Northern Coal Field Ltd. , (2020) 2 SCC 455 <i>The issue of limitation is one of jurisdiction and falls within the ambit of the doctrine of kompetenz-kompetenz under Section 1.</i>
56.	Geo Miller & Co. (P) Ltd. v. Rajasthan Vidyut Utpadan Nigam Ltd. , (2020) 14 SCC 643 <i>Time spent in pre-arbitration negotiations, held in good faith, may be excluded while computing the period of limitation.</i>
57.	Mankastu Impex (P) Ltd. v. Airvisual Ltd. , (2020) 5 SCC 399 <i>Observed that mere expression of place of arbitration will not entail that the parties intended it to be the seat. The intention of the parties to the seat has to be determined from other clauses of the Agreement and the conduct of the parties.</i>
58.	NAFED v. Alimenta S.A. , (2020) SCC OnLine SC 381 <i>The court refused to enforce a foreign award on the ground of it being opposed to public policy under Section 7 (1) (b) (ii) of the Foreign Awards (Recognition and Enforcement) Act, 1961</i>
59.	Avitel Post Studioz Ltd. v. HSBC PI Holdings (Mauritius) Ltd , (2020) SCC OnLine SC 656 <i>The court in Avitel also clarified that the criteria of arbitrability as laid down in Booz Allen and Afkons cases cannot be read in bereft of the twin test laid down in Ayyasamy case while considering the arbitrability issue of fraud.</i>
60.	BSG SGS SOMA JV v. NHPC Limited. , (2020) 4 SCC 234 <i>Court reiterated that the selection of a seat by the parties is akin to an exclusive jurisdiction clause conferring jurisdiction on the courts at such seat over all matters connected with the arbitration.</i>
61.	Anglo American Metallurgical Coal Pty Ltd v. MMTC Ltd. , (2020) SCC OnLine SC 1030 <i>“Once this becomes clear, it is obvious that the Majority Award, after reading the entire correspondence between the parties and examining the oral evidence, has come to a possible view, both on the Respondent being in breach, and on the quantum of damages.”</i>
62.	Vijay Karia and others v. Prysmian Cavi E Sistemi SRL and Others , (2020) 11 SCC 1 <i>Section 48(1) (b) is to be narrowly construed.</i>
63.	Noy Vallesina Engineering SPA v. Jindal Drugs Limited , (2020) SCC OnLine SC 957 <i>The Court held that challenge to a pre-BALCO foreign award is not maintainable under Section 34 of the Act and even if contract and award are pre-BALCO, the law governing the challenge to the award will be law of seat of arbitration.</i>

64.	Centrotrade Minerals and Metals Inc. v. Hindustan Copper Ltd. , (2020) SCC OnLine SC 479 <i>While allowing the enforcement of an award passed under the rules of the International Chamber of Commerce interpreted Section 48(1)(b) of the Act, 1996. The court held that the word “otherwise” cannot be read and interpreted “ejusdem generis” and held that a narrower meaning and interpretation should be afforded keeping in mind the primary object of Section 48(1)(b) i.e. enforcement of a foreign award</i>
65.	Govt. of India v. Vedanta Ltd. , (2020) SCC OnLine SC 765 <i>The court discarded the regressive stance taken in Alimenta case and held that minimal interference shall be exercised by the courts in enforcing foreign arbitral awards.</i>
66.	NALCO Ltd. v. Subhash Infra Engineers (P) Ltd. , (2020) 15 SCC 557 <i>Any objection with respect to existence or validity of the arbitration agreement can be raised only by way of an application under Section 16 of the Arbitration and Conciliation Act. The Supreme Court has reiterated that a suit for injunction and declaration challenging the jurisdiction of arbitrator is not maintainable.</i>
67.	SsangYong Engg. & Construction Co. Ltd. v. NHAI , (2019) 15 SCC 131 <i>Mere contravention of substantive law as elucidated in Associate Builders v. DDA, (2015) is no longer a ground available to set aside an arbitral award.</i>
68.	MMTC Ltd. v. Vedanta Ltd. , (2019) 4 SCC 163 <i>It was decided that Section 34 proceeding does not contain any challenge on the merits of the award.</i>
69.	Bharat Broadband Network Ltd.v. Telecoms Limited , (2019) 5 SCC 755 <i>It was observed that Section 12(5) read with Seventh Schedule made it clear that if the arbitrator falls in any one of the categories specified in the Seventh Schedule, he becomes ‘ineligible’ to act as an arbitrator. Once he becomes ineligible he then becomes de jure unable to perform his functions.</i>
70.	Perkins Eastman Architects DPC v. HSCC (India) Ltd. , (2019) SCC OnLine SC 1517 <i>Court interpreted the provisions of Section 12(5) of the A&C Act, and a person who is ineligible to act as an arbitrator, would also not be eligible to appoint anyone else as an arbitrator.</i>
71.	Hindustan Zinc Ltd. v. Ajmer Vidyut Vitran Nigam Ltd. , (2019) 17 SCC 82, <i>Court reiterated that a plea of inherent lack of jurisdiction can be made at any stage and can also be made in collateral proceedings. The Supreme Court held that the order of a court without valid subject matter jurisdiction is a nullity, which therefore cannot be relied on or enforced</i>
72.	Brahmani River Pellets Limited v. Kamachi Industries Limited , (2019) SCC OnLine SC 929 <i>Held that where the contract satisfies the jurisdiction of the Court at a particular place then only such Courts will have the jurisdiction to deal with the matter and an inference be drawn that parties intended to exclude the other Courts.</i>
73.	M/s.Canara Nidhi Limited v. M. Shashikala & Ors. (2019) SCC OnLine SC 1244 <i>Held that proceedings under Section 34 of the Act is summary in nature.</i>
74.	Municipal Corporation of Greater Mumbai & Anr. v. Pratibha Industries Limited & Ors. , (2019) 3 SCC 203 <i>Held that High Court has inherent powers under Article 215 of the Constitution of India to recall its own order being a superior Court of record. Section 5 of the Arbitration Act is inapplicable in absence of arbitration agreement itself.</i>
75.	Reckitt Benckiser (India) Private Limited v. Reynders Label Printing India Private Limited & Anr. , (2019) 7 SCC 62 <i>Held that the party who is not a signatory to the arbitration agreement cannot be subjected to the arbitral proceedings. The burden is on the applicant to establish that such third party had an intention to consent to the arbitration agreement and be party thereto.</i>
76.	Vidya Drolia and Others v. Durga Trading Corporation , (2019) SCC OnLine SC 358 <i>Held that there is nothing in the Transfer of Property Act to show that a dispute as to determination of a lease arising under Section 111 of Transfer of Property Act cannot be decided by arbitration.</i>

77.	Post Graduate Institute of Medical Education and Research, Chandigarh v. Kalsi Construction Company , (2019) 8 SCC 726 <i>Held that in absence of agreement to contrary between the parties, Section 31(7)(a) confers jurisdiction upon arbitral Tribunal to award interest unless otherwise agreed by parties, at such rate as Arbitral Tribunal considers reasonable, on whole or any part of money, for whole or any part of period between date of cause of action and date of award.</i>
78.	Jaiprakash Associates Ltd. v. Tehri Hydro Development Corporation India Ltd. , (2019) SCC OnLine SC 143 <i>Held that Arbitral Tribunal cannot award interest if such claim is prohibited under the terms of the contract entered into between the parties.</i>
79.	Parsa Kente Collieries Limited v. Rajasthan Rajya Vidyut Utpadan Nigam Limited , (2019) 7 SCC 236 <i>Held that an arbitral Tribunal must decide in accordance with the terms of the contract. If an arbitrator construes a term of the contract in a reasonable manner and if such interpretation is possible or plausible interpretation, award cannot be set aside. The construction of the terms of a contract is primarily for an arbitrator. The Court does not act as a court of appeal when a court is applying the "public policy" test to an arbitration award. It is held that if the arbitral award is contrary to the evidence on record, it can be set aside by the Court under Section 34.</i>
80.	Bharat Petroleum Corporation Limited v. Go Airlines (India) Limited , (2019) 10 SCC 250 <i>Held that plea of jurisdiction in respect of counter claim being not arbitrable and falling beyond the scope of reference to the arbitration and such other related questions are to be determined only during enquiry by the arbitral Tribunal and counter claim cannot be rejected at the threshold on the ground that the arbitral Tribunal has no jurisdiction.</i>
81.	PEC Ltd. v. Austbulk Shipping Sdn. Bhd. , (2019) 11 SCC 620 <i>Held that the word "shall" under Section 47 read as "may" must be restricted only to the initial stage of filing of the application.</i>
82.	Hindustan Construction Company Ltd. v. Union of India , (2019) SCC OnLine SC 1520 <i>"The deletion of Section 26 of the 2015 Amendment Act, together with the insertion of Section 87 into the Arbitration Act, 1996 by the 2019 Amendment Act, is struck down as being manifestly arbitrary under Article 14 of the Constitution of India."</i>
83.	Shriram EPC Ltd. v. Rioglass Solar SA , (2018) 18 SCC 313 <i>Held that, stamping is not a mandatory condition and there is no such requirement of registration as the award can be enforced as a court decree.</i>
84.	Emkay Global Financial Services Ltd. v. Girdhar Sondhi , (2018) 9 SCC 49 <i>Held that an application for setting aside an arbitral award will not ordinarily require anything beyond the record that was before the Arbitrator.</i>
85.	Lion Engg. Consultants v. State of M.P. , (2018) 16 SCC 758, <i>A party that had failed to raise a jurisdictional challenge before the arbitral tribunal under Section 16 of the Arbitration and Conciliation Act, 1996 ("Act"), would yet be permitted to raise such a challenge during setting-aside proceedings under Section 34 of the Act.</i>
86.	Indian Farmers Fertilizer Coop. Ltd. v. Bhadra Products , (2018) 2 SCC 534 <i>The award passed by the arbitrator was an interim award, which being an arbitral award could be challenged by preferring an application under Section 34 and not Section 37. The Court held that the issue of limitation does not fall within the ambit of the Arbitral Tribunal's jurisdiction under Section 16 and therefore the drill of Sections 16(5) and (6) need not be followed</i> ✓ <i>Satwant Singh Sodhi v. State of Punjab</i> , (1999) 3 SCC 487 ✓ <i>Ittyavira Mathai v. Varkey Varkey</i> , (1964) 1 SCR 495

87.	<p>Board of Control for Cricket in India v. Kochi Cricket (P) Ltd., (2018) 6 SCC 287</p> <p><i>Subject to party autonomy, the amendments would not apply to “arbitral proceedings” that had commenced before the commencement of the Amendment Act.</i></p> <p><i>The amendments would apply to court proceedings which have commenced, “in relation to arbitration proceedings”, on or after the commencement of the Amendment Act.</i></p>
88.	<p>Chittaranjan Maity vs. Union of India (2017) 9 SCC 611</p> <p><i>Section 31(7)(a) that interest cannot be awarded by the arbitrator if the agreement prohibits the award of interest for the pre-award.</i></p> <p><i>[If a contract prohibits award of interest for pre-award period, the arbitrator cannot award interest for the said period.]</i></p>
89.	<p>TRF Ltd. v. Energo Engg. Projects Ltd., (2017) 8 SCC 377</p> <p><i>Expounded that the essence of the 2015 Amendment is that a person who is statutorily ineligible to act as an arbitrator by virtue of Section 12(5) read with Seventh Schedule to the Act must also be de jure ineligible to unilaterally and exclusively appoint anyone else as an arbitrator.</i></p>
90.	<p>Voestalpine Schienen GMBH v. Delhi Metro Rail Corporation Ltd., (2017) 4 SCC 665</p> <p><i>Rule against bias is one of the fundamental principles of natural justice which apply to all judicial proceedings and quasi-judicial proceedings and it is for this reason that despite the contractually agreed upon, the persons mentioned in Subsection (5) of Section 12 read with Seventh Schedule to the Act would render himself ineligible to conduct the arbitration.</i></p>
91.	<p>Ananthesh Bhakta & Ors. vs. Nayana S. Bhakta, (2017) 5 SCC 185</p> <p><i>The court has construed section 8(2) providing that the Judicial authorities shall not entertain the application or referring the disputes to arbitration unless the said application is accompanied by the original arbitration agreement or duly certified copy thereof and held that section 8(2) has to be interpreted to mean that the court shall not consider any application filed by the party under section 8(1) unless it is accompanied by the original arbitration agreement or duly certified copy thereof.</i></p>
92.	<p>Indus Mobile Distribution Pvt. Ltd Vs Datawind Innovations Pvt. Ltd., (2017) 7 SCC 678</p> <p><i>Where the parties confer exclusive jurisdiction to Courts (essentially the “seat” of the arbitration”), as stated in the arbitration agreement, would immediately oust the jurisdiction of the others (Courts) that even have the slightest connection to the subject matter. This section is read along with Sections 8, 9 and 11 of the Act.</i></p>
93.	<p>A. Ayyasamy v. A. Paramasivam, (2016) 10 SCC 386</p> <p><i>Statutory scheme does not make any specific provision excluding any category of disputes terming them as non-arbitral – hence mere allegation of fraud is not sufficient.</i></p>
94.	<p>Sundaram Finance Ltd. v. T. Thankam, (2015) 14 SCC 444</p> <p><i>There can be no quarrel with the proposition that while considering an application for the parties to a dispute to be referred to arbitration on the ground that it is subject to an arbitration agreement in terms of Section 8(1), the judicial authority exercises the jurisdiction conferred upon it by the Arbitration and Conciliation Act, 1996 and not the jurisdiction it exercises under the law where under it has been established</i></p>
95.	<p>Bharat Aluminium Company v. Kaiser Aluminium Technical Services Inc (2012) 9 SCC 552</p> <p><i>Part I of the Act (which vests courts with the powers of awarding interim relief in support of arbitration, and setting aside arbitral awards) only applies to arbitrations seated within India; and Awards rendered in foreign seated arbitrations are only subject to the jurisdiction of Indian courts when they are sought to be enforced in India under Part II of the Act.</i></p>
96.	<p>SMS Tea Estates (P) Ltd. v. Chandmari Tea Co. (P) Ltd., (2011) 14 SCC 66.</p> <p><i>Where inter alia the Court held that an unstamped agreement cannot be acted upon to enforce an arbitration agreement contained in it.</i></p>

97.	<p><i>Fiza Developers & Inter-Trade (P) Ltd. v. Amci (I) (P) Ltd.</i>, (2009) 17 SCC 796</p> <p>22. <i>The scope of enquiry in a proceeding under Section 34 is restricted to consideration whether any one of the grounds mentioned in sub-section (2) of Section 34 exists for setting aside the award.</i></p> <p><i>The first five grounds have been set forth in Section 34(2) (a). In order to successfully invoke any of these grounds, a party has to plead and prove the existence of one or more of such grounds. That is to say, the party challenging the award has to discharge the burden of proof by adducing sufficient credible evidence to show the existence of any one of such grounds. The rest two grounds are contained in Section 34(2)(b) which provides that an award may be set aside by the court on its own initiative if the subject-matter of the dispute is not arbitrable or the impugned award is in conflict with the public policy of India.”</i></p> <p><i>The grounds for setting aside the award are specific. Therefore, necessarily a petitioner who files an application will have to plead the facts necessary to make out the ingredients of any of the grounds mentioned in sub-section (2) and prove the same. Therefore, the only question that arises in an application under Section 34 of the Act is whether the award requires to be set aside on any of the specified grounds in sub-section (2) thereof. Sub-section (2) also clearly places the burden of proof on the person who makes the application. Therefore, the question arising for adjudication as also the person on whom the burden of proof is placed is statutorily specified. Therefore, the need for issues is obviated.</i></p>
98.	<p><i>McDermott International Inc. v. Burn Standard Co. Ltd.</i>, (2006) 11 SCC 181</p> <p><i>The court (exercising jurisdiction under Section 34 of the Arbitration and Conciliation Act, 1996) cannot correct errors of arbitrators. It can only quash the award leaving the parties free to begin the arbitration again if so desired.</i></p>
99.	<p><i>ONGC v Saw Pipes</i> (2003) 5 SCC 705</p> <p><i>Considered the scope of the term ‘public policy of India’ in the context of challenging an arbitral award. The Supreme Court held that an arbitral award which is ‘patently illegal’ violates the public policy of India. This empowered the courts to re-open the merits of the case while considering a challenge to the award</i></p>
100.	<p><i>Hero Electric Vehicles Private Limited v. Lectro E-Mobility Private Limited</i>, 2021 SCC OnLine Del 1058</p> <p><i>Where a valid arbitration agreement exists, the decision also underscores the position that, ordinarily, the disputes between the parties ought to be referred to arbitration, and it is only where a clear “chalk and cheese” case of non-arbitrability is found to exist, that the court would refrain from permitting invocation of the arbitration clause.</i></p>
101.	<p><i>Sirpur Paper Mills Ltd. v. IK Merchants (P) Ltd</i>, (2021) SCC OnLine Cal 1601</p> <p><i>The court followed the path of fresh slate theory and held that the award claim which was not filed during the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP) is extinguished as the resolution plan is approved</i></p>
102.	<p><i>Union of India v. Gee Kay Engineering Industries</i>, (2021) SCC OnLine J&K 678</p> <p><i>“While passing an order under Section 17 (1)(ii)(e) of the Act of 1996, an arbitral Tribunal would be justified in considering the prima facie case, the balance of convenience and similar other factors at the time of passing such an order, while making an interim award under Section 31 (6) of the Act, the arbitral Tribunal has to be satisfied that there is an admission or acknowledgment of liability on the part of the party against which the award is proposed to be made.”</i></p>
103.	<p><i>S.P. Singla Constructions (P) Ltd. v. Construction and Design Services, Uttar Pradesh Jal Nigam</i>, (2021) SCC OnLine Del 4454</p> <p><i>ICADR Rules shall come into play with regard to the procedure to be followed, only after the arbitration commences before the appropriate jurisdiction of law.</i></p>
104.	<p><i>Mohd Yusuf v. Ashish Aggarwal</i>, (2021) SCC OnLine Utt 1274</p> <p><i>A person not a party to an arbitration agreement cannot invoke the jurisdiction of the Court for interim relief under Section 9 of the Act, 1996</i></p>

105.	<i>Oriental Insurance Co. Ltd. v. Diamond Product Ltd.</i> , (2021) SCC OnLine Del 4319 <i>“Mere erroneous application of the law, or appreciation of evidence, does not call for interference of the award on the ground of patent illegality. The Court cannot set aside the award by reappreciating the evidence, which is taken into consideration, by an Arbitral Tribunal”</i>
106.	<i>Padma Mahadev v. Sierra Constructions</i> , COMAP 2 of (2021) <i>Section 34 Court cannot vary or modify the findings of the Arbitral Tribunal, but only set aside the arbitral award.</i>
107.	<i>Taru Meghani v. Shree Tirupati Greenfield</i> , 2020 SCC OnLine Bom 110 <i>Salutary object of Arbitration & Conciliation Act cannot be defeated by adding a claim over and above the claim squarely covered by arbitration agreement.</i>
108.	<i>JMC Projects (India) Ltd. v. Indure (P) Ltd</i> , (2020) SCC OnLine Del 1950 <i>High Court further expounded that any waiver in writing of the applicability of Section 12(5) must necessarily reflect the parties’ awareness of the applicability of the provision and the resultant invalidation of the arbitrator’s eligibility to arbitrate the dispute as well as a conscious intention to waive the applicability of the provision.</i>
109.	<i>Reom Infrastructure and Construction Ltd. v. Air Force Naval Housing Board</i> , (2021) SCC OnLine Del 2857 <i>The statutory requirements for waiver of the applicability of Section 12(5) of the Act are strict.</i>
110.	<i>Dirk India (P) Ltd. v. Maharashtra State Electricity Generation Co.Ltd.</i> , (2013) SCC OnLine Bom 481 <i>Court does not have the power to vary or modify the arbitral award or decree the claims dismissed by the Arbitral Tribunal. Therefore, a Section 34 Court can either uphold the arbitral award or set aside the arbitral award.</i>
111.	<i>Surender Kumar Singhal v. Arun Kumar Bhalotia</i> , 2021 SCC OnLine Del 3708 <i>A jurisdictional objection under sec. 16 of the Arbitration and Conciliation Act by its very nature would be one which has to be raised at inception, at the earliest stage. The Court also observed that under the scheme of the Act, such an objection has to be raised with a "sense of alacrity" which must be decided by the Arbitral Tribunal with a "sense of urgency".</i>
112.	<i>The General Manager Southern Railway v. Eagle-Omega and KR and Co. (JV)</i> A.No.9150 of 2019 in O.P(D).No.128930 of 2019 <i>It shall be the endeavour of every court in which a Section 34 application is filed, to stick to the time-limit of one year from the date of service of notice to the opposite party by the applicant, or by the Court, as the case may be. In case the Court issues notice after the period mentioned in Section 34(3) has elapsed, every court shall endeavour to dispose of the Section 34 application within a period of one year from the date of filing of the said application, similar to what has been provided in Section 14 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015. This will give effect to the object sought to be achieved by adding Section 13(6) by the 2015 Amendment Act.'</i>

DAY 2

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SESSION 4 JUDICIAL STRESS AND WELLNESS: MAINTAINING THE BALANCE		
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