Centre for Alternative Dispute Resolution, Rajiv Gandhi National University of Law

CADRadar

CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION

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CADRadar

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About CADR

The Centre for Alternative Dispute Resolution, RGNUL (CADR) is a research centre dedicated to research and capacity-building in Alternative Dispute Resolution (ADR). CADR's ultimate objective is to strengthen ADR mechanisms in the country by emerging as a platform that enables students and professionals to further their interests in the field.

In its attempt to further the objective of providing quality research and information to the ADR fraternity, the CADR team is elated to present the Second Edition of the Seventh Volume of its quarterly newsletter, "The CADR Radar."

The Newsletter initiative was conceived in response to an identified lacuna in the dissemination of information on Alternative Dispute Resolution to the practicing community. With the objective of addressing this gap, the Newsletter has consistently and comprehensively covered developments in the field of ADR at both the national and international levels.

Additionally, the newsletter documents the events at CADR and the achievements of RGNUL students in ADR competitions. The CADR Radar is a one-stop destination for all that one needs to know about the ADR world; a "quarterly dose" of ADR News.

NEWS UPDATES

Catch up on the latest developments in the fields of Domestic Arbitration, International Commercial Arbitration, and Investment Arbitration.

DOMESTIC ARBITRATION

– Khushank Kaushik and Abhishek Arjun Singh

Supreme Court Holds Arbitration Agreement Valid Despite Inoperative Appointment Clause

The dispute arose from a construction contract where the arbitration clause named a specific arbitrator who became ineligible under Section 12(5) of the Arbitration and Conciliation Act, 1996. In October 2025 judgment (Offshore Infrastructures Ltd. v. Bharat Petroleum Corporation Ltd.), the Supreme Court held that the core arbitration agreement remains valid even if the internal appointment mechanism becomes inoperative due to statutory changes. The Court directed referral to the Delhi International Arbitration Centre (DIAC) for appointment of a neutral arbitrator. The Court decided in favour Offshore Infrastructure, reinforcing that procedural defects should not nullify the parties' fundamental arbitration agreement. Read More

Delhi High Court: Emergency Arbitrator Cannot Extend Orders Beyond 90 Days Under DIAC Rules

In Municipal Corporation of Delhi v. Himalayan Flora and Aromas Pvt Ltd, decided in October 2025, the Delhi High Court clarified the limited and time-bound powers of an Emergency Arbitrator under the DIAC Rules, 2023. The dispute arose from an emergency interim order dated 11 December 2024, which was extended by the Emergency Arbitrator beyond the 90-day period prescribed under Rule 14.13. Hearing an appeal under Section 37 of the Arbitration Act, the Court accepted MCD's challenge, holding that an Emergency Arbitrator lacks jurisdiction to extend or continue emergency relief beyond 90 days. Rejecting the respondent's argument that an Emergency Arbitrator forms part of the "Arbitral Tribunal", the Court held that the two are

distinct under the DIAC framework, and that once the 90-day period expires, the power to modify, extend, or vacate interim relief vests exclusively in the duly constituted Arbitral Tribunal. The Court further noted that under Rule 14.11, an Emergency Arbitrator becomes functus officio upon constitution of the tribunal. Accordingly, the emergency order was set aside, reaffirming the temporary and exceptional nature of emergency arbitration. Read More

Delhi High Court: Termination Order Does Not Qualify as an Arbitral Award

In October 2025, the Delhi High Court in Mecwel Constructions Pvt. Ltd. vs. GE Power Systems India Pvt. Ltd. held that an arbitrator's order terminating arbitration due to a claimant's default under Section 25(a) of the Arbitration & Conciliation Act does not qualify as an enforceable "arbitral award". The dispute arose from subcontracting contracts where Mecwel failed to file a statement of claim and pay fees, leading the arbitrator to close the proceedings. GE Power argued this termination order was an award and thus challengeable only under Section 34. The Court rejected this, stating that a valid arbitral award must adjudicate the parties' rights or obligations on the substantive dispute, which the termination order did not do. The petition was allowed, and arbitration was reinstated. This ruling clarifies that procedural termination does not itself constitute an award and can be reopened, preserving substantive adjudication. Read More

Delhi High Court: Once a Court Entertains Arbitration-Related Plea, Award Must Be Challenged There Only

In KCA Infrastructure v. HDB Financial Services (Delhi High Court, 15 October 2025), the dispute arose from a commercial arbitration where a loan facility of ₹54.9 lakh extended by HDB Financial Services to M/s KCA Infrastructure for the purchase of construction equipment. After defaults, HDB invoked an arbitration

clause to resolve the dispute. A sole arbitrator passed an arbitral award directing KCA to repay ₹30.92 lakh with 18 per cent interest, and to return the financed vehicle, apart from paying costs. KCA Infrastructure challenged the award under Section 34 before the Patiala House Commercial Court in Delhi. However, in August 2022, the District Judge in Delhi dismissed the petition and allowed HDB's plea under Order VII Rule 10 CPC to return the Section 34 plea. The Delhi court held that only Chennai courts had jurisdiction since the arbitration clause designated Chennai as the venue of arbitration. KCA challenged this turn of events before the High Court. It argued that HDB had itself earlier filed a Section 9 petition in Delhi seeking the appointment of a receiver over the equipment, thereby submitting to Delhi's jurisdiction.

In such circumstances, Section 42 of the Arbitration Act made it clear that all subsequent applications - including a Section 34 petition - had to be entertained by the same court. The Division Bench of Justices V. Kameswar Rao and Vinod Kumar held that once a court with jurisdiction entertains an arbitration-related plea, all subsequent applications concerning that arbitration, including challenges to the award, must be made in that court alone. The High Court decided in favour of KCA, reinforcing that jurisdiction once assumed cannot be split across different forums. Read More

IDRC Hosts 4th Arbitration in India Conclave, Government Outlines ADR Vision

On 7 November, 2025, the Indian Dispute Resolution Centre organised its 4th Arbitration in India Conclave at New Delhi. The Conclave brought together judges, legal luminaries, policymakers, and senior practitioners to deliberate on the theme "Autonomy and Accountability in Arbitration: Institutional Arbitration is the Way Forward." Union Law Minister Shri Arjun Ram Meghwal urged strengthening institutional arbitration, making India a preferred seat for both domestic and international arbitration. Read More

Supreme Court Upholds Arbitrators' Discretion on Post-Award Interest

In Sri Lakshmi Hotel Pvt. Ltd. & Anr. v. Sriram City Union Finance Ltd. & Anr. (Nov 19, 2025), the dispute arose from a commercial loan agreement where the borrowers had defaulted on repayment of principal and interest. The arbitral tribunal awarded the lender 24% post-award interest on the outstanding amount. The borrowers challenged the award before the Supreme Court, arguing that the high interest rate was "usurious" and against public policy. The Supreme Court dismissed the appeal, holding that a high rate of interest in a commercial transaction does not, by itself, violate public policy and does not qualify as usurious under the Usurious Loans Act, 1918. The Court observed that in commercial dealings between experienced parties, a steep interest rate cannot be struck down merely because it is high. It further upheld that arbitrators have discretion under Section 31(7)(b) to grant post-award interest where the award is silent on the issue. The bench ruled that high interest rates, even if commercially steep, do not automatically violate public policy, reaffirming limited judicial interference under Sections 34/37 of the Arbitration and Conciliation Act. Read More

Judicial Clarifications on Section 11 & Arbitrator Appointments

In November 2025, the Supreme Court of India in Hindustan Construction Company Ltd. (HCC) contractor v. Bihar Rajya Pul Nirman Nigam Ltd. (BRPNNL) upheld that once an arbitrator is appointed under Section 11(6) of the Arbitration & Conciliation Act, a High Court cannot review or recall that appointment reinforcing the principle of limited judicial interference in domestic arbitration. The dispute arose from a long-term public works contract awarded in 2014 by BRPNNL to HCC for bridge construction over the Sone River. The contract contained Clause 25 which provided for arbitration but vested the power to appoint an arbitrator solely in the Managing Director

of BRPNNL. HCC initially sought the appointment of an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996. When BRPNNL did not act, the Patna High Court appointed a sole arbitrator in August 2021 and the arbitral proceedings commenced, with more than 70 hearings and multiple extensions granted under Section 29A.

The Supreme Court held that once an arbitrator is appointed under Section 11(6), the referring court (High Court) becomes functus officio i.e., it has exhausted its jurisdiction and cannot review or recall that appointment order The Court affirmed that the arbitration agreement (Clause 25) was valid under Section 7 of the Act and subsisting; it also applied the principle of severability. Read More

Bombay High Court Quashes Arbitral Award, Orders Refund to Thermax

In December 2025, the Bombay High Court in Thermax Limited v. Rashtriya Chemicals & Fertilizers Ltd. set aside an arbitral award that had been passed in favour of RCF and directed Rashtriya Chemicals and Fertilisers (RCF) to refund ₹218 crore plus interest to Thermax Ltd.. The dispute originated from a lump-sum turnkey contract (valued at ₹353 crore) issued by RCF in January 2015 for construction of gas turbine generators and HRSG units at its Thal facility, which Thermax completed in 2018. After breakdowns of both generators soon after handover, RCF invoked arbitration in November 2019, alleging defects. The High Court held that the arbitrator's findings were based on no evidence and inadequate reasoning, and that key submissions by Thermax, such as RCF's commercial operation of the plant post-handover, were ignored, rendering the award unsustainable on legal grounds. The High Court's order highlights judicial willingness to annul arbitral awards that fail to meet statutory standards of fairness and legality. Read More

Supreme Court Reaffirms Arbitrator Mandate Ends After 18-Month Period

On 10 December 2025, in Mohan Lal Fatehpuria v. M/S Bharat Textiles & Ors. (2025 INSC 1409), the Supreme Court clarified that an arbitrator's mandate automatically terminates upon expiry of the statutory 18-month period under Section 29A(4) of the Arbitration and Conciliation Act, 1996, where no extension application is filed. The dispute arose from arbitral proceedings that continued despite lapse of the statutory timeline, prompting a challenge to the arbitrator's authority. The Court held that once the mandate expires, the arbitrator becomes functus officio and cannot pass any further orders, and that continuation of proceedings requires substitution of the arbitrator under Section 29A(6). Deciding in favour of the party challenging the continuation of proceedings, the judgment reinforces the time-bound framework of arbitration and curtails undue delay. Read More

The Union Road Transport Ministry (Morth) on Arbitration for Disputes in NH Sector which are for over Rs 10cr

On 30 December 2025, the Ministry of Road Transport and Highways (MoRTH) announced that arbitration will no longer be available for disputes in the National Highway sector where the claim value exceeds ₹10 crore. The change, effected through finalised contract norm revisions, responds to concerns about alleged malpractices in high-value arbitration cases, undue influence, and prolonged timelines that have stalled project execution. Under the new regime, disputes above ₹10 crore will first be addressed through conciliation or mediation, and if unresolved, may be taken to civil courts. The policy applies across key NH contract types, including BOT-Toll, HAM, and EPC and reflects a move towards alternative dispute resolution and judicial adjudication over arbitration in high-value infrastructure matters. Read More

Bombay High Court Upholds Online Dispute Resolution (ODR) Arbitration Agreements

In December 2025, the Bombay High Court, in an arbitration petition seeking substitution of an arbitrator appointed through an Online Dispute Resolution (ODR) platform, upheld the validity of the arbitration clause which expressly provided for dispute resolution through a designated ODR agency. The petition challenged the arbitrator's appointment on the ground of alleged lack of consensus between the parties. A Single Judge Bench of Justice Somasekhar Sundaresan rejected the challenge, holding that the arbitrator had been appointed strictly in accordance with the contractual mechanism agreed upon by the parties, and that once parties consciously opt for an ODR framework, they cannot later resile from it. The Court therefore dismissed the petition, deciding in favour of the arbitrator's appointment and continuation of proceedings. Read More

Supreme Court on Non-Signatories at Referral Stage: Prima Facie Test Applies

In Hindustan Petroleum Corporation Ltd. v. BCL Secure Premises Pvt. Ltd., 2025 INSC 1401 (judgment dated 9 December 2025), the dispute arose out of a tender and security services arrangement, where HPCL engaged a contractor, and the respondent sought to implead HPCL into arbitration proceedings despite no direct contract between them. The respondent claimed that HPCL, though a non-signatory, was a veritable party to the arbitration agreement contained in the contract between the respondent and the contractor.

The Supreme Court held that at the referral stage, the court must be prima facie satisfied as to both the existence of an arbitration agreement and whether the non-signatory can be treated as a party thereto, while leaving the final determination to the arbitral tribunal. On facts, the Court found no privity of contract, no participation by HPCL in the contractual documentation, no consent to assignment as required under the tender conditions, and no

indication of any intention to arbitrate. Applying both consensual and non-consensual theories, the Court concluded that the respondent failed the prima facie test of being a veritable party to the arbitration agreement, and accordingly set aside the High Court's judgment, holding that no arbitration agreement existed between the parties. Read More

Madras High Court Sets Aside ₹51.48 Lakh Arbitral Award, Unexplained Seven-Year Delay Conflicts With Public Policy

In December 2025, the Madras High Court set aside an arbitral award in TNHB (Tamil Nadu Housing Board) v. NCC Ltd., which had directed payment of ₹51.48 lakh, on the ground that the seven-year delay by the arbitrator, without any explanation, was contrary to public policy. The dispute arose from arbitral proceedings that remained pending for an inordinate period before the award was rendered. Relying on the settled principle that unexplained and excessive delay in arbitration violates the fundamental policy of Indian law, the Court held that such delay defeats the very object of arbitration as a speedy dispute resolution mechanism. The High Court left it open to the parties to agree upon appointment of a fresh arbitrator solely for the purpose of hearing submissions and passing a final award within a stipulated timeframe, thereby deciding in favour of the party challenging the award. Read More

Punjab & Haryana High Court Rules Out Preferential Treatment for Government Bodies in Award Execution

In December 2025, the Punjab & Haryana High Court in Municipal Corporation of Jalandhar & Municipal Corporation of Moga vs. JITF Urban Waste Management upheld orders refusing to stay execution of large arbitral awards totalling approx. ₹296.73 crore, rejecting the corporations' claims of special

treatment as statutory bodies. It emphasized that government entities must comply with deposit requirements and cannot indefinitely delay enforcement by litigation tactics. Court has ruled that government and statutory bodies are not entitled to preferential treatment or automatic stays under Section 36 of the Arbitration and Conciliation Act regarding the execution of awards. Dismissing appeals by municipal corporations, the court emphasized that, like private parties, statutory bodies must comply with deposit requirements for conditional stays and cannot escape financial liability, ensuring swift enforcement of arbitral awards. This reinforces that government or municipal corporations cannot sidestep arbitration awards and must observe statutory conditions for challenging awards, thus strengthening enforcement confidence. Read More

Delhi High Court Rejects Arbitration Appeal, Holds Revaluation of Evidence Impermissible

In December 2025, the Delhi High Court in Delhi Development Authority (DDA) vs. Harjinder Brothers & Others upheld an arbitral award in favour of a contractor concerning encashment of bank guarantees and related claims, dismissing DDA's appeal. It reaffirmed that appeal courts cannot re-evaluate evidence under Section 37 of the Arbitration Act; intervention is limited to legal errors, not re-assessment of facts. The case arose from a construction contract regarding the building of dwelling units in Dwarka, New Delhi. The disputes involved the unauthorized encashment of a bank guarantee by DDA and non-payment of "watch and ward" security expenses for the period after the completion of the work. The Court noted that DDA had not conducted the necessary audit or technical examination to support their claims of overpayment (under Clause 29). Therefore, the High Court found no infirmity or perversity in the arbitrator's decision. The judgment reinforces the policy of minimal judicial intervention in arbitration proceedings, a standard aimed at ensuring the finality of commercial disputes. Read More

Delhi High Court Upholds Survival of Arbitration Clause Post-Settlement

In Ashutosh Infra Pvt. Ltd. v. Pebble Downtown India (Delhi High Court, December 4, 2025, a Section 11(6) application was filed for appointment of a sole arbitrator to resolve disputes arising after a settlement agreement between the parties. The respondent argued that the settlement extinguished the original arbitration mechanism. The Court held that execution of a settlement agreement does not automatically oust the arbitration clause, and the clause survives to govern subsequent disputes arising from or connected to the contract, deciding in favour of the party seeking arbitration. The ruling emphasised that arbitration agreements should continue unless expressly excluded by the settlement terms. Read More

INTERNATIONAL COMMERCIAL ARBITRATION

– Saisha Malik and Tanisha Kaushal

Congo Faces Claim Over Looting of Chinese Qwned Gold Mine by Rebel Group M23

Twangiza Mining, a Chinese-owned mining company, headquartered in Congo, says it is preparing to file a formal complaint with international arbitration and Congolese authorities after rebels occupying the company's gold concession in eastern Democratic Republic of Congo (DRC) looted at least 500 kilograms of bullion since May 2025. At current prices, the looted gold is worth around $70 million. A U.N. Security Council briefing in 2024 said M23 rebels were earning around $300,000 monthly from mineral taxes in the Rubaya region in DRC. Read More

English Commercial Court Clarifies the Scope of Section 68 under UK's Arbitration Act as a Procedural Challenge

The London Court of International Arbitration (LCIA) award in K1 & Ors v B (Re An Arbitration Claim) was challenged in the English Commercial Court under Section 68 of the UK Arbitration Act 1996, which allows challenges to the awards for serious irregularities. The claimants sought to amend their claim under Section 68(2)(g) on the basis of a fraudulent Letter of Engagement (LOE) rendering the award contrary to public policy and causing injustice to the companies. The court dismissed the challenge, clarifying Section 68 provides a "longstop" remedy for serious procedural issues, not the underlying cause of action. Read More

LCIA Confirms Djibouti's Seizure of DP World Terminal was Unlawful

The London Court of International Arbitration (LCIA) has ruled that the 2018 seizure of the Doraleh Container Terminal (DCT) from Dubai's DP World by the Government of Djibouti was unlawful, upholding the validity of DP World's 50-year concession agreement. While the tribunal did not award damages against Djibouti's state-owned Port de Djibouti SA (PDSA), DP World's separate claims worth about $1 billion against the Djibouti government and China Merchants Port Holding remain active. Previous awards totaling roughly $685 million also remain enforceable but unpaid. The dispute continues as DP World seeks compensation and enforcement of its rights. Read More

Italian Contractor, Astaldi S.p.A. (Astaldi) Fails to Overturn Georgian Roads Award

The Paris Court of Appeal upheld an ICC award on 2 October 2022, ordering an Italian construction company to pay US$22 million to a Georgian roads authority. It held that the award debtor's Italian insolvency proceedings did not bar enforcement. The dispute arose from a terminated highway project. Astaris sought annulment on three grounds: (i) breach of French international public policy due to pending insolvency proceedings in Italy, (ii) excess of mandate by awarding sums allegedly not claimed, and (iii) due process violations. In its decision, the Court rejected all grounds, holding in particular that equal treatment of creditors must be assessed under the insolvency law governing the proceedings, and that Italian law permits arbitration to continue while only restricting enforcement. The Court also found no excess of mandate and no due process breach. Read More

Aston Martin Award Stands After UK Court Puts Brakes on Appeal

In Aston Martin MENA Limited v Aston Mrartin Lagonda Limited [2025] EWHC 2531 (Comm) The High Court rejected an appeal by Aston Martin's Middle East distributor, Aston Martin MENA Limited (AMMENA) under section 69 of the Arbitration Act 1996, to overturn an LCIA-administered UNCITRAL arbitral award on the interpretation of a pricing clause in its 2018 distribution agreement with Aston Martin Lagonda (AML).

AML is a luxury car manufacturer in the Aston Martin group. Under a Distribution Agreement dated 19 April 2018, AMMENA became AML's exclusive independent distributor for the Middle East and North Africa, selling vehicles to retail dealers in the region. The dispute was first referred to UNCITRAL arbitration, where the tribunal accepted that Article 4(A)(1) aimed to maintain a "roughly level playing field" between territories through a like-for-like comparison at a reasonably high level of generality. In construing the clause, the tribunal applied established UK contractual interpretation principles from Arnold v Britton [2015] UKSC 36 and Wood v Capita Insurance Services Ltd [2017] UKSC 24 focusing on the ordinary meaning of the wording, read in contractual context and against the relevant background known to the parties at the time of contracting.

In a decision dated 6 October, Justice Bright dismissed AMMENA's section 69 Arbitration Act appeal and upheld the tribunal's finding that comparator prices must be arm's-length prices agreed with independent third parties (dealer net prices), not internal transfer prices applied within the Aston Martin group. The judgment emphasised the natural meaning and commercial purpose of the clause and found no basis to depart from the tribunal's interpretation. Read More

India's Adani Power Prepares SIAC Claim Against Bangladesh Power Development Board (BPDP)

The claim by Adani Power is over payments under a power supply deal. The 25-year deal between Adani Power and the BPDP obliged Bangladesh to buy 100% of electricity generated by Adani Power's Godda plant in Jharkhand. The deal came in scrutiny after the Hasina government's ouster. Bangladesh's interim government had accused Adani of breaching the power purchase agreement by withholding tax benefits that the Godda plant got from India. The interim government further said that it will not hesitate to cancel the 2017 power contract if any irregularities or corruption are proven. Read More

Arbitral Award Held Invalid Where Arbitrator Was Appointed by High Court in International Commercial Arbitration: Madras HC

The Madras High Court bench of Justice N. Anand Venkatesh in M/s China Datang Technologies and Engineering Company Limited v. NLC India Limited has held that an award passed by an arbitrator appointed by a High Court in an international commercial arbitration (ICA) is rendered a nullity, even when the parties consented. Recognising Datang as a foreign incorporated company it was held to fall squarely under Section 2(1)(f) of the of the Arbitration and Conciliation Act, classifying it as an international commercial arbitration. While parties may design procedural aspects of arbitration, the Court emphasized that Section 11(6) read along with Section 11(12)(a) vests non-derogable authority in the Supreme Court to appoint arbitrators in ICAs. Any High Court appointment would suffer from an inherent lack of jurisdiction being non-est in the eye of law. Read More

Shell Approaches New York Supreme Court Following Arbitration Defeat Against Venture Global LNG Supply Contracts

The British multinational oil and gas company Shell challenged an arbitration award favouring Venture Global LNG in the New York Supreme Court on November 10. The dispute stems from Venture Global's alleged failure to deliver LNG under long-term contracts while selling 400+ cargoes on the spot market amid rising prices due to the Ukraine war, with the award favouring Venture Global. Shell now seeks to challenge the award, citing withheld material evidence relating to construction and commissioning delays at the Calcasieu Pass LNG export terminal, while Venture Global deems it meritless. Read More

Sojitz-L&T Railway Consortium Files Challenge to ICC Arbitral Award Before Delhi High Court

In a major $286 million railway dispute, the Japanese-Indian consortium of Sojitz-L&T has moved the Delhi High Court, challenging a Delhi seated ICC award arising from works on India's Western Dedicated Freight Corridor, a 1500 KM railway project, connecting Uttar Pradesh to Mumbai's Jawaharlal Nehru Port. The tribunal rejected the consortium's claims against the Dedicated Freight Corridor Corporation of India Ltd (DFCCIL), an Indian Public Sector Undertaking for additional costs linked to time extensions beyond the project's original July 2018 completion deadline, later extended to 2020, and awarded costs to the respondent. DFCCIL's counterclaim for delay damages was not upheld. The three-member tribunal was chaired by Richard Harding KC, with former Supreme Court judge Indu Malhotra and academic Vinod Kumar Tyagi as co-arbitrators. Read More

English Commercial Court Refuses to Grant Anti-Suit Injunction to Stop Russian Foreclosure Proceedings

In a judgement handed down on 25 November 2025 in the case FH Holding Moscow Ltd. v. AO UniCredit Bank and Anr. [2025] EWHC 3111 (Comm). Fashion House Holding Moscow Ltd (FH) had borrowed funds from AO UniCredit Bank in 2018 under an English law Facility Agreement containing a VIAC arbitration clause seated in Vienna. As security, FH entered into a Russian law Mortgage Agreement subject to the jurisdiction of the Moscow Commercial Court (MCC). When AO UniCredit commenced foreclosure proceedings in Russia, FH sought an anti-suit injunction (ASI) in England arguing that the dispute should be determined by arbitration.

The Court rejected FH's claim, holding that the Russian proceedings were brought under the Mortgage Agreement (which expressly permitted immediate judicial enforcement and MCC determination of disputes), England's connection was too remote to justify intervention, and the English court lacked jurisdiction over AO UniCredit because the arbitration agreement was governed by Austrian law. The decision underscores the need to align dispute resolution clauses across a suite of transaction documents, as English courts will generally give effect to separate and apparently inconsistent jurisdiction clauses absent clear wording to the contrary. Read More

Russian Court Orders Tecnimont to Pay EuroChem $2.19 Billion After Dispute Over Stalled Industrial Project

In 2020, fertilizer giant EuroChem signed contracts with Italy's Tecnimont to complete a new ammonia and urea production plaint in the town of Kingisepp by September 2023. The contractors halted work in 2022 due to western sanctions linked to the project. EuroChem terminated the contracts that

summer, accusing the companies of non-performance. The dispute was examined by the Russian courts and the in International Court of Arbitration since 2022. Late last year, the ICC Arbitral Tribunal allowed Tecnimont to seize EuroChem's assets in every country, totalling Euro 1.1 billion, according to a press release by the MAIRE group. Tecnimont and it's Russian subsidiary MT Russia, are both part of Italy's MAIRE group. In turn, EuroChem approached the Moscow Commercial Court last year. The Moscow court directed Tecnimont and MT Russia to pay EuroChem about $2.19 billion, amounting to Rs 19,598 crore. EuroChem said it welcomed the court's decision, whereas Tecnimont's parent, Maire SpA said it would challenge the decision and would be pursuing more than 700 million euros in damages before judicial authorities and international arbitration panels. Read More

UK to Legislate on Third Party Funding

On 17 December 2025, the UK Government announced its intention to legislate on third party funding to mitigate the effect of the UK Supreme Court decision in the case of R (on the application of PACCAR Inc. and Others) v Competition Appeal Tribunal and Others [2023] UKSC 28. The issue in the case was regarding litigation funding agreements ("LFAS") and considered whether a LFA where the funder gets paid a percentage of the damages won fell within the statutory definition of a damages-based agreement. The PACCAR case arose from proposed collective competition law proceedings following a 19 July 2016 European Commission decision finding that five major European truck manufacturers, including DAF, infringed competition law. Claim representatives sought the Tribunal's authorisation to bring collective damages claims backed by LFAs under which the funder's remuneration was calculated as a share of damages recovered. DAF argued that such LFAs were, in substance, damages-based agreements and therefore unlawful for non-compliance with the DBA statutory regime. That argument was rejected by the Tribunal and the Divisional Court, and DAF appealed to the UK Supreme Court.

This legislation will provide for regulation of LFAs. The stated intent of the legislation is two-fold. Firstly, to clarify that LFAs are not damages based agreements, with prospective effect to mitigate the effect of the PACCAR decision. Secondly, to introduce proportionate regulation of LFAs to improve transparency and fairness for claimants. Read More

Delhi High Court Upholds Anti-Arbitration Injunction in Cross-Border Dispute

In Engineering Projects India Ltd (EPIL) v MSA Global LLC, the Delhi High Court on 12 December 2025 upheld an anti-arbitration injunction in a complex ICC arbitration dispute arising from a 2015 Oman-Yemen border security project subcontract. The contract provided for ICC arbitration and jurisdiction of New Delhi courts, although Singapore was the ICC-designated venue. The dispute intensified after EPIL alleged that co-arbitrator Andre Yeap SC failed to disclose a prior professional relationship with the respondent's promoter, contrary to mandatory disclosure requirements. The ICC Court termed the lapse as "regrettable" but declined to remove him. The Delhi HC deemed the co-arbitrator's non-disclosure a bias threat, affirming New Delhi as the juridical seat and upholding judicial intervention to restrain arbitration proceedings deemed oppressive. Read More

ICC Hits Historic Milestone, Registers 30,000th Case

The International Chamber of Commerce (ICC) marked a milestone, registering its 30,000th case, underscoring continued growth in global dispute resolution. As the case involved African parties, ICC President Claudia Salomon highlighted the Court's ongoing commitment to Africa, where nearly 200 parties participated in 2024, including 26 all-African cases. Through initiatives like the Advanced Arbitration Academy for Africa and TradeRoots Africa, ICC continues to build local capacity. Continuing this remarkable year,

ICC Arbitration Rules emerged as the world's preferred choice, with all cases now managed seamlessly through the next-generation ICC Case Connect platform, reinforcing efficiency and accessibility worldwide. Read More

ICC Orders Russia's Gazprom Export to Pay Compensation to Slovenian Gas Company, Geoplin

Gazprom was estimated to be supplying Geoplin with less than 30 per cent of its contracted volumes after unilaterally began reducing its gas supply to Slovenia in June 2022. As a resulted, Geoplin was forced to purchase gas on stock exchange at significantly higher prices to meet its obligations. In December 2022, Geoplin called on Gazprom to compensate for damages. At the time, the incident threatened the financial stability of the company, risking recapitalisation and possible nationalisation. On December 15, 2025, The International Chamber of Commerce (ICC) Arbitration Court ruled that that Russia's Gazprom Export breached its obligations to Geoplin, ordering Gazprom to pay 185.2 million in damages, as well as associated interest and procedural costs. The enforcement of the arbitration still uncertain. Read More

INVESTMENT ARBITRATION

– Adamya Rawat & Vansh Manuja

ICSID Award in Lupaka Gold Corp. v. Republic of Peru Becomes Final and Binding

On 28 October 2025, the ICSID award in Lupaka Gold Corp. v. Republic of Peru became final after Peru failed to seek annulment within the 120-day period under Article 52 of the ICSID Convention. The June 2025 award ordered Peru to pay USD 40.4 million in damages and costs, arising from its failure to protect Lupaka's mining investment from prolonged community blockades. Lupaka's Invicta gold project was rendered commercially inoperable by sustained community blockades that prevented access, construction, and extraction, ultimately destroying the investment. The decision reinforces state responsibility for omissions under FET and full protection and security standards. Read More

U.S. Court of Appeals Vacates Confirmation in Deutsche Telekom AG v. Republic of India

On 3 October 2025, the U.S. Court of Appeals for the D.C. Circuit vacated the U.S. District Court for the District of Columbia's confirmation of a Swiss-seated BIT award in Deutsche Telekom AG v. Republic of India. While holding that the FSIA arbitration exception was satisfied, the Court ruled that India's New York Convention defenses were improperly treated as forfeited. The decision preserves states' ability to raise jurisdictional and merits-based objections sequentially in U.S. enforcement proceedings under Chapter 2 of the Federal Arbitration Act and 22 U.S.C. § 1650a. The underlying dispute arose from India's cancellation of a telecom licence held by Deutsche Telekom's Indian joint venture, following the Supreme Court of India's 2012 spectrum ruling, which the investor claimed destroyed its investment in breach of the India-Germany BIT. Read More

ICSID Tribunal Orders Suspension of Parallel Proceedings in ExxonMobil v. Kingdom of the Netherlands

On 31 October 2025, an ICSID tribunal in ExxonMobil Petroleum & Chemical BV v. Kingdom of the Netherlands issued Procedural Order No. 3 on provisional measures, addressing parallel proceedings before courts in Antwerp. Citing overlap and risks to its jurisdictional competence, the tribunal recommended suspension of the domestic case pending its jurisdictional ruling. The Antwerp proceedings were admitted under Belgian public-law grounds distinct from treaty jurisdiction, illustrating the state's continuing ability to fragment disputes across fora. The order does not remove that option, but highlights the structural tension between domestic court review and treaty arbitration, and sharpens questions about how parallel litigation may be used to dilute or delay ECT proceedings. Read More

UK Fund Seeks US Enforcement of Annulled ECT Award Against Spain in NextEra Energy Global Holdings B.V. v. Kingdom of Spain

On 28 October 2025 in NextEra Energy Global Holdings B.V. v. Kingdom of Spain, a UK investment fund asked a US court to enforce an Energy Charter Treaty (ECT) award against Spain. The award arose from an intra-EU arbitration and had been annulled by Swedish courts at the arbitral seat. The case underscores how investors invoke the ECT to seek enforcement of annulled intra-EU awards and tests sovereign-immunity defenses in US courts, particularly as EU courts have increasingly declined to recognise intra-EU ECT awards post-Achmea and Komstroy, pushing creditors to pursue execution in extra-EU jurisdictions such as the United States. Read More

English High Court Restricts Assignability of ICSID Awards in OperaFund Eco-Invest SICAV PLC v. Kingdom of Spain

On 10 November 2025, the English Commercial Court in OperaFund Eco-Invest SICAV PLC & Schwab Holding AG v. Kingdom of Spain held that ICSID and ECT awards cannot be assigned to third parties without state consent. Interpreting Articles 53-54 of the ICSID Convention, the Court treated ICSID arbitration as a self-contained regime and rejected substitution of a third-party funder. The ruling diverges from U.S. enforcement decisions recognising the assignee's standing in Blasket Renewable Investments, LLC v. Kingdom of Spain (D.D.C.) and Australian enforcement in Blasket Renewable Investments LLC v. Kingdom of Spain [2025] FCA 1028, and constrains secondary markets for investment awards. Read More

Singapore International Commercial Court Clarifies Appealability in Hulley Enterprises Ltd v. Russian Federation

On 25 November 2025, the Singapore International Commercial Court in Hulley Enterprises Ltd v. Russian Federation held that decisions on applications to set aside leave to enforce foreign arbitral awards constitute decisions "on the merits of proceedings," not interlocutory orders. The Court rejected Russia's attempt to appeal interim reasoning, reinforcing Singapore's pro-enforcement stance and clarifying appellate pathways in investment arbitration enforcement disputes arising from the Yukos awards. Read more

ICSID Rejects Request for Expedited Proceedings in Société des Mines de Loulo S.A. and Société des Mines de Gounkoto S.A. v. Republic of Mali

In November 2025, an ICSID tribunal rejected Barrick Gold's request for expedited proceedings in Société des Mines de Loulo S.A. and Société des Mines de Gounkoto S.A. v. Republic of Mali. Barrick Gold, the parent of the claimant mining companies operating the Loulo-Gounkoto complex, sought acceleration citing ongoing regulatory and fiscal measures by Mali affecting mine operations and cashflows. The tribunal held that these circumstances did not meet the high threshold for expedited relief, confirming that urgency and irreparable harm must be clearly established. The decision underscores tribunals' reluctance to depart from ordinary timelines in complex mining investment disputes. Read More

Federal Court of Australia Grants Final Relief Enforcing ICSID Awards in Blasket Renewable Investments LLC v. Kingdom of Spain

On 26 November 2025, the Federal Court of Australia in Blasket Renewable Investments LLC v. Kingdom of Spain granted "final relief" to help investors collect money from Spain under ICSID awards linked to Spain's rollback of renewable-energy subsidies. The Court's orders treated the awards like final Australian court judgments, letting the award-holder take concrete enforcement steps (for example, pursuing Spain's commercial assets). Spain argued "foreign-state immunity" should block enforcement; the Court rejected the remaining (residual) immunity objections. Read More

US Court Finds Peru in Default on $91M Airport Investment Award in Sociedad Aeroportuaria Kuntur Wasi S.A. v. The Republic of Peru

On 22 December 2025 in Sociedad Aeroportuaria, Kuntur Wasi S.A. v. The Republic of Peru, a US judge entered default judgment confirming an ICSID award of about $91 million against Peru. Peru was found in default for failing to pay or appear on a long-running dispute where, Peru breached its obligations toward the airport concessionaire by unlawfully interfering with and undermining the airport concession/investment for the Cusco airport project, with airport operators in Cusco. The ruling enforces the award's damages and interest and illustrates US courts' robust enforcement of ICSID awards even where a state refuses to participate. Read More

ICSID Tribunal Dismisses German Investor's Claim Against China in Hela Schwarz GmbH v. People's Republic of China

In mid-December 2025 in Hela Schwarz GmbH v. People's Republic of China an ICSID tribunal dismissed a claim by German spice importer Hela Schwarz GmbH against China. The claimant alleged denial of justice in Chinese courts, but the tribunal upheld China's position and rejected the claims. The tribunal held that the claimant failed to satisfy the exceptionally high threshold for denial of justice, which requires systemic judicial failure rather than mere legal or factual error. It found no evidence of serious procedural unfairness, bias, or State interference in the Chinese courts, treating the claim as no more than dissatisfaction with adverse outcomes. This outcome highlights the high bar for proving denial-of-justice under investment treaties against China. Read More

Halliburton Initiates ICSID Arbitration Against Venezuela in Halliburton (Barbados) Investments S.R.L. and Servicios Halliburton de Venezuela S.A. v. Bolivarian Republic of Venezuela

On 15 December 2025 in Halliburton (Barbados) Investments S.R.L. and Servicios Halliburton de Venezuela S.A. v. Bolivarian Republic of Venezuela Halliburton (a US oil services company) filed an ICSID arbitration against Venezuela. The claim arises after US sanctions forced Halliburton to suspend operations in Venezuela. The claim targets Venezuela's regulatory and contractual measures adopted in the wake of U.S. sanctions, which allegedly forced Halliburton to suspend operations and impaired its investment. Halliburton contends that these state actions rather than the sanctions themselves amounted to unlawful treaty breaches, including violations of fair and equitable treatment and indirect expropriation. Effectively, challenging the state's measures as unlawful. Brought under a US-Venezuela investment treaty, the case reflects ongoing investor-state disputes in Venezuela's energy sector. Read More

Canadian Uranium Miner Re-Files Investment Claim Against Kazakhstan (World Wide Minerals Ltd. Announce that on December 12, 2025, the Company Filed a Notice of Resubmitted Arbitration Against the Republic of Kazakhstan.)

On 19 December 2025 a Canadian uranium mining firm re-filed an investment arbitration against Kazakhstan. The claimant's two previous ICSID awards (under the Canada-Kazakhstan BIT) had been annulled by UK courts,

prompting this third attempt. The revived claim underscores the investor's persistence and the contentious nature of Kazakhstan's mining policies, highlighting ongoing legal uncertainty, treaty interpretation disputes, and heightened sovereign risk concerns for foreign investors. Read More

ADR Sectoral Spotlight

This Issue's sector in focus is

INSOLVENCY

ADR SECTORAL SPOTLIGHT

INSOLVENCY

– Navya Rathi & Purvi Singla

Post-Insolvency Claims Outside Resolution Plan Are Non-Arbitrable: Delhi High Court

The Delhi High Court in JSW Ispat Special Products Limited v Bharat Petroresources Limited O.M.P. (COMM) 533/2024 & I.As. 47736/2024, 4327/2025, 4328/2025 and 8551/2025 set aside the arbitral award, which held that claims arising on or after the date of insolvency commencement will be extinguished and therefore cannot be arbitrated unless they have been included in a valid resolution plan. Justice Jyoti Singh also stated that for any claim under Sections 31 & 238 of the IBC, whether it is current or prospective, it must be contained in a valid resolution plan for the claim to be preserved. Relying on Ghanshyam Mishra v. Edelweiss 227 Comp Cas 251 (SC), the Court held that claims excluded from the plan cannot be pursued through arbitration or other proceedings. While arbitration is a consensual dispute resolution mechanism, insolvency proceedings under the IBC operate in rem and override private remedies. Once a resolution plan is approved under Section 31 of the IBC, it becomes binding on all stakeholders, limiting the scope of arbitral jurisdiction. Accordingly, the Court held that arbitral tribunals lack jurisdiction to adjudicate claims that stand extinguished under an approved resolution plan, in view of Sections 31 & 238 of the IBC. Read More

Execution of Arbitral Awards Post-IBC: Limited Scope of Objections, Supreme Court Clarifies

The Supreme Court in MMTC Ltd v Anglo American Metallurgical Coal Pvt Ltd 2025 INSC 1279 2025 determined the narrow connection between

arbitration, execution proceedings, and insolvency. The Court found that while it would enforce a foreign arbitral award, it also determined that objections raised under Section 47 of the Civil Procedure Code could not be used to reopen or indirectly challenge an arbitral award on allegations of fraud.. The Court relied upon Electrosteel Steel Limited (Now M/s ESL Steel Limited) vs. ISPAT Carrier Private Limited (2025 INSC 525) for the proposition that the IBC can limit an arbitral claim to the amount of the claim as set out in the approved resolution plan; however, the IBC does not provide a basis for a court in which execution will take place to assess the validity of an arbitral award. Execution of an award may proceed once the moratorium is lifted and there has been no successful objection pursuant to Section 34 CPC. Moreover, the Court found that Section 47 applies only to those issues related to the process of execution and does not apply to the substantive merit of an arbitral award. Read More

Arbitration Clauses in Supply Agreements Do Not Bar Insolvency Petitions Under Section 9 of IBC

In the matter of M/s. R.J. Packwells Pvt. Ltd. vs. M/s. Maurya Printers Pvt. Ltd., the National Company Law Tribunal, has rejected a contention brought up by the corporate debtor after asserting that an arbitration agreement embodied in the supply contract stayed the insolvency proceeding, as the arbitration agreement was clearly stipulated in the invoices. The insolvency petition was held to be premature and not permissible in terms of Section 8 of the Arbitration & Conciliation Act 1996 as disputes were to be resolved through arbitration. The tribunal held that simply because there is an arbitration agreement, Section 9 insolvency applications are just not stayed, as a formal objection in respect of the dispute is to be given only after receiving a statutory demand notice for arbitration. As there were no allegations made by

the debtor in respect to the demands about the objection to the quality before receiving the demand notice, only making claims after, which lacked concrete evidence, the arbitration agreement remained unattainable. Read More

Arbitration versus insolvency: Leave Requirements and Clause Effects in Kardachi v Deepak Mishra

In the Singapore High Court case of Kardachi and Anr v Deepak Mishra and Ors [2025] SGHC 218, it was decided that prior judicial leave is necessary to grant arbitration proceedings against bankruptcy trustees. This necessitates a strong prima facie case that claims that insolvency recoveries are not private arbitrable disputes. They aim to recover undervalued or preferential asset transfers for the collective benefit of creditors. The court refused to give case management stays to allow arbitration, citing substantial risks of asset dissipation during such delays; this decision balances carefully between public policy imperatives of ensuring robust insolvency proceedings and seeks to preserve arbitration as a method where appropriate and non-conflicting. In comparison, India's Insolvency and Bankruptcy Code, 2016, provides a moratorium under section 14 for corporate debtors with section 238 overriding arbitration agreements. Read more

Award Amounts Withdrawn Must Be Returned After IBC Resolution: Bombay High Court

In the Bombay High Court case of Reliance Defence and Engineering Limited vs. Afcons Infrastructure Limited, it was held that an arbitral award holder who withdraws funds from court deposits is liable to repay such withdrawn funds if the award is rendered to stand extinguished upon approval of the resolution

plan of the insolvent company as provided in the Insolvency and Bankruptcy Code, 2016. Afcons Infrastructure Limited had withdrawn Rs. 12.76 crores as a bank guarantee from court deposits during the challenge filed by Reliance Defence and Engineering Limited under section 34 of the Arbitration and Conciliation Act, 1996, in a challenge to a 49.11 crores arbitral award passed in favor of Afcons Infrastructure Limited on August 31, 2015. However, upon the approval of a resolution plan of Reliance Defence and Engineering Limited on December 23, 2022, Afcons Infrastructure Limited was reduced to a claim of Re. 1 (denoting a nominal payment of one Indian rupee). The Court held that these deposits made by courts to arbitration award disputes are equitable and, on a condition, to be reimbursed where the underlying award loses efficacy because of insolvency resolution, and ordered Afcons Infrastructure Limited to redeposit the sum within four weeks else it would invoke the Bank Guarantee. Read More

CASE COMMENT

Hindustan Construction Company Ltd. v. Bihar Rajya Pul Nirman Nigam Ltd.

– Harshdeep Singh & Deepanshi Sethi

Introduction

The Hindustan Construction Company Ltd v. Bihar Rajya Pul Nirman Nigam Ltd and Others is a landmark case decided on November 28, 2025 wherein the Supreme Court addressed the authority of High Court and examined that whether it is possible for the High Court to review and overturn its own order of appointing an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 (Act), after the arbitral proceedings have already advanced significantly.

In addition, the Judgment explains that allowing concluded Section 11 orders to be reopened would disrupt the stability of the arbitral process, undermine party autonomy and encourage never ending litigation. The Hon'ble Court's reasoning flows from the statutory framework of the Arbitration and Conciliation Act, 1996. The judgment also clarified the treatment of unilateral appointment clauses and "no arbitration if appointment fails" conditions in public contracts, along with the application of waiver principles when parties jointly request time extensions under Section 29A. It was held that no review or appeal is accepted against a Section 11 appointment order after an arbitrator is appointed, highlighting that the arbitral process must proceed without any interruptions. This judgement leads to strengthening of the pro arbitration framework adopted in India.

Facts of the Case

The dispute in this case arose from a 2014 contract for constructing a bridge over the Sone River in Bihar which included an arbitration clause (Clause 25). The rising conflicts during the execution work pave the way for the initiation of two separate arbitration processes.

The first one ran from 2019 to 2021 wherein Patna High Court appointed the tribunal under Section 11 of the Arbitration Act. It ended with an award that

BRPNNL fully accepted and paid without any objections or resistance. The validity of Clause 25 was further established by the conduct of both the parties. However, in 2020, HCC started the second arbitration over new delay claims, again invoking Clause 25. BRPNNL failed to appoint anyone, so on August 18, 2021, Patna High Court named retired Justice Shivaji Pandey as the sole arbitrator under Section 11. The case went on for over three years involving more than 70 hearings and several joint requests to extend time under Section 29A.

But prior to the conclusion of proceedings, BRPNNL filed to review the 2021 appointment order. Meanwhile, HCC filed a new petition under Section 11 because the arbitrator had taken a job as President of the State Consumer Disputes Redressal Commission in Meghalaya and couldn't continue.

Patna High Court, in response, stopped the ongoing arbitration entirely. On December 9, 2024, it dismissed HCC's fresh petition, ruling that there existed no valid arbitration agreement. It was dismissed on grounds that the proposed arbitrator was ineligible, and there was no explicit post-dispute waiver executed by the parties as per amended provisions of Section 12 of the Act and the Seventh Schedule. This action erased years of arbitration work, prompting HCC to take the matter to the Supreme Court.

Issues

The Supreme Court addressed three principal issues:

1. Did the High Court have the power to review or cancel its earlier order under Section 11(6) appointing an arbitrator, and was that power used correctly?
2. Was there a valid arbitration agreement between the parties under Section 7 of the A&C Act, and did Clause 25 qualify as a proper arbitration clause under the law?
3. Whether the joint applications filed by both parties under Section 29A to extend the arbitrator's mandate amounted to waiver (express or implied) of objections under Section 4 or cured any ineligibility under Section 12(5).

Arguments Advanced

By the Plaintiff

The Plaintiff argued that the High Court exceeded its jurisdiction by reviewing an earlier order appointing a sole arbitrator, which without being challenged by the respondents, had attained finality. As the Arbitration and Conciliation Act, 1996 is a self-contained code, it does not confer any power of review on the High Court. The Plaintiff contended that the review petition filed by the respondents was barred by limitation because it was filed after more than three years after the appointment order had been passed and acted upon.

It was further argued that the Plaintiff had duly complied with the pre-arbitral requirements under Clause 25, and the Respondents never challenged the jurisdiction under Section 16 of the Arbitration Act, nor raised any such objection in their defence. The arbitral proceedings continued for more than seventy sittings and had reached the stage of final arguments before the review petition was filed. It was also submitted that the Respondent's reliance on a Bihar Government notification dated 14.08.2019 was only introduced in the review petition, and hence could not amend the arbitration clause contained in the contract retrospectively.

By the Respondents

The Respondents submitted that the validity of an arbitration clause requiring unilateral appointment of the arbitrator by one party, along with a negative stipulation that no arbitration would happen if such appointment could not be made, has not been settled by this court and warrants authoritative determination. It was argued that Clause 25 is comprised of two parts. One, it requires the appointment of an arbitrator by the Managing Director, and Second, it states that no arbitration would happen, if such appointment is not made. While the part requiring unilateral appointment cannot not be enforced, it also contains a negative stipulation that no arbitration would happen if such appointment is not made.

It was further contended that the two parts of the Clause 25 are severable. In line of the "Blue Pencil Rule" and the "Doctrine of Severability", the first part requiring unilateral appointment could be severed without affecting the remaining Clause.

Analysis

The decision in Hindustan Construction Co. v. Bihar Rajya Pul Nirman Nigam marks a significant reaffirmation of the arbitration jurisprudence developed by the Supreme Court after the Arbitration & Conciliation (Amendment) Act, 2015. It concerns the finality of the referral orders passed under Section 11 of the Act and limits the judicial intervention at the pre-reference stage.

The court's reasoning is consistent with its ruling in Duro Felguera S.A. v. Gangavaram Port Ltd. in which the scope of Section 11 was clarified and it was held that the courts should be concerned only with the determination of the existence of an arbitration agreement, and not with its validity or enforcement. By setting aside the High Court's review order, the Supreme Court has upheld the principle that once an arbitrator is appointed and the reference attains finality, the matter cannot be reviewed further by the courts.While the Supreme Court was no doubt right in emphasising that Section 11 appointment orders should not be reopened just like that, an absolute bar on review can sometimes work unfairly. If a serious mistake is made at the stage of appointment such as the absence of valid arbitration agreement then the parties may be forced to continue with an arbitration that should have never begun. In such situations, denying all power of correction may bind parties to a seemingly flawed process.

This concern becomes stronger in public contracts, where government entities are expected to follow statutory and constitutional requirements. This clarification is particularly important because the High Court, in the review petition which was filed three years after the order had been passed and duly acted upon, had nullified its own earlier decision, after the arbitration had

progressed significantly with over seventy sittings held and the matter had reached the stage of final arguments. Such an approach, if allowed, would undermine the certainty in arbitration, erode public confidence in court assisted arbitration, and violate the mandate of minimal judicial interference.

Another notable aspect of the judgement is the Court's reliance on party conduct to establish the existence of a valid arbitration agreement under Section 7(4)(c) of the Act. The court treated the Respondent BRPNNL's participation in more than seventy hearings, filing of pleadings, and seeking repeated extensions of the Tribunal's mandate as strong indicators of meeting of minds to the arbitrate disputes and satisfied the requirement of consensus-ad-idem. This approach prevents the misuse of arbitration process by the parties, by holding that the parties cannot later question the existence of a valid arbitration agreement, after actively taking part in the arbitration proceedings and challenging their validity when the arbitration had achieved a significant progress.

The court's reaffirmation that the first part of Clause 25, which vests exclusive right of unilateral appointment of the arbitrator with one party, being unenforceable, would be severed and held void, without affecting the substantiate agreement to arbitrate, upholds the idea of fairness and equality in the appointment of arbitrators. It emphasizes the idea that both the parties should have an equal and fair opportunity to appoint the arbitrators, ensuring that the process is not arbitrary and withstands the constitutional scrutiny.

By invoking Sections 4 and 12(5) of the Act, the Court underscored that the procedural objections must be raised at the earliest opportunity. The Respondent's prolonged participation in the arbitration proceedings was held as a clear waiver of their right to raise the objection later when the arbitration had attained the stage of finality. However, this view also raises certain valid concerns. Section 12(5) was originally introduced to ensure that arbitrators are independent and impartial, and the law allows waiver only through an express written agreement after disputes arise. Treating conduct alone as waiver may weaken this safeguard and allow ineligible arbitrators to continue simply because parties did not object early enough.

Further, participation in arbitration does not always mean free consent. Parties, such as contractors dealing with public bodies, may continue proceedings due to time, cost, or commercial pressure. By llowing implied waiver in such cases, it risks diluting the protection that Section 12(5) was initially meant to provide.

Conclusion

The judgement in Hindustan Construction Co. v. Bihar Rajya Pul Nirman Nigam promotes efficiency and party autonomy in the arbitration process by limiting the power of judiciary to review the referral orders under Section 11 of the Act, while also preserving the integrity of arbitration process by upholding the unenforceability of unilateral appointment of arbitrators, and providing a fair chance to both the parties to appoint the arbitrators. Hence, the judgement is normatively sound, strengthens India's pro-arbitration framework by preventing the misuse of arbitration process by the parties to delay the proceedings, and ensures that arbitration remains a reliable alternative to the conventional methods of dispute resolution.

CADR Spotlight

Stay updated on the latest events and developments from CADR, RGNUL!

UPCOMING EVENTS

8th RGNUL Sports & Entertainment Law Mediation Competition, 2026

The Centre for Alternative Dispute Resolution (CADR), RGNUL, is excited to announce the upcoming 8th edition of its flagship event, the RGNUL Sports and Entertainment Law Mediation Competition (SEMC). Building on the massive success of previous editions which have featured collaborations with premier firms like Cyril Amarchand Mangaldas, Zeus Law Associates, and Markanda Advocates, the 8th SEMC continues to be India's premier ADR platform dedicated to the niche and dynamic fields of sports and entertainment law.

Scheduled for the Spring 2026, this competition will bring together the brightest budding mediators and negotiators from top law schools across the globe to solve complex, real-world disputes involving athlete contracts, broadcasting rights, and digital media conflicts. This upcoming edition promises a high-caliber experience with expert assessors from the international ADR community and a rigorous competitive structure.

ONGOING EVENTS

6th Surana & Surana and RGNUL International Arbitral Award Writing Competition, 2025

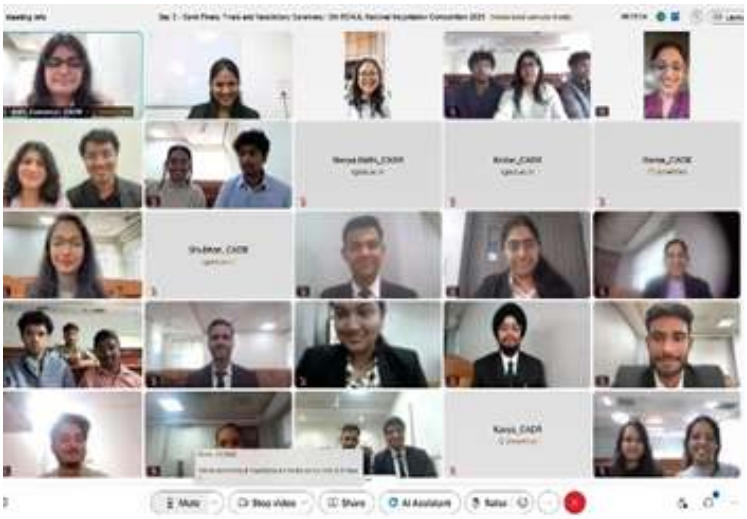
The Centre for Alternative Dispute Resolution (CADR) at RGNUL, in collaboration with Surana & Surana International Attorneys, is thrilled to host the 6th Surana & Surana and RGNUL International Arbitral Award Writing Competition, 2025. Following the official release of the problem on October 17, 2025, students worldwide are invited to sharpen their drafting skills by crafting a reasoned arbitral award based on a high-stakes maritime dispute between Alcarez Marine Pvt. Ltd. and William Marine Pvt. Ltd.. The case centres on a Salvage Services Agreement following a catastrophic hydrocarbon leak on the vessel MSC Elsa, providing a challenging exercise in factual analysis and legal reasoning.

This global competition maintains a high standard of accessibility with no registration fee, requiring only a final submission by December 15, 2025. Key procedural dates include a clarification deadline of November 05 and responses on November 17, 2025. Results will be declared in the final week of January 2026, with the winner receiving a prestigious award of INR 25,000.

COMPLETED EVENTS

5th RGNUL National Negotiation Competition, 2025

The Centre for Alternative Dispute Resolution (CADR) hosted one of its flagship events, the 5th National Negotiation Competition, 2025 from 07-09 November, 2025. This prestigious competition was organized in collaboration with a distinguished panel of partners, with Shardul Amarchand Mangaldas & Co. as our Principal Knowledge Partner, Markanda Advocates as Knowledge Partner, and the Justice Kuldip Bhandari Foundation as our Chief Advisory Partner. The event was further supported by the Centre for Trade and Investment Law (CTIL) as Expert Partner, SCC Times Online as Media Partner, and the Kovise Foundation Conflict Resolution International (KFCRI) as Supporting Partner.



The Competition was conducted entirely in an online format, witnessing high-octane participation from premier law colleges across the nation. After several rigorous rounds of negotiation, Bhavishya Goswami & Shiven Gupta from Dr. Ram Manohar Lohiya National Law University (RMLNLU), Lucknow, emerged as the Winners, securing a cash prize of ₹17,000 and a prestigious internship opportunity at Shardul Amarchand Mangaldas & Co (SAM). The Runners-up trophy was claimed by Mihir Teja Kalle & Nikhil Sunil Kumar from National Law Institute University (NLIU), Bhopal, who were awarded ₹15,000 and an internship at the Centre for Trade and Investment Law (CTIL). Individual excellence was also recognized, with Saumyaa Bhargava & Arundhati Balaji Kuradkar from MNLU, Mumbai, receiving the Best Negotiation Plan award and a cash prize of ₹10,000. Additionally, the title of Best Negotiator in Preliminary Rounds was bagged by Mihir Teja Kalle (NLIU, Bhopal), along with a cash prize of ₹8,000.

CADR RGNUL extends its heartiest congratulations to all the winners and participants for their remarkable performance and looks forward to the upcoming 6th edition!

COMPLETED EVENTS

Online Certificate Course in Mediation

The Centre for Alternative Dispute Resolution (CADR), RGNUL, in successful collaboration with the Dr. P.C. Markanda Chair on ADR, recently concluded its comprehensive Online Certificate Course in Mediation. Spanning three intensive months, the program was meticulously designed to bridge the gap between theoretical legal frameworks and practical mediation nuances, with a special focus on the landmark Mediation Act, 2023, and international standards such as the Singapore Convention. Following a highly successful registration phase that concluded on September 10, 2025, the course provided a robust platform for participants to explore the evolving landscape of consensual dispute resolution and the nuances of mediator neutrality.

The course was distinguished by its stellar lineup of resource persons, offering participants the unparalleled opportunity to learn from industry leaders and legal luminaries. The expert faculty included Ms. Iram Majid (Director, IIAM), Mr. Imbavijayan Veeraraghavan (International Arbitrator), Ms. Varuna Bhandari Gugnani (Mediator, Supreme Court of India), Mr. Mohit Singh (AoR, Supreme Court & Counsel, SAM & Co.), Mr. Mohit Dang (Senior Associate, Argus Partners), and Ms. Mahak Rathee (ADR Practitioner). The Centre extends its deepest gratitude to these esteemed experts for sharing their invaluable insights and to the participants for their enthusiastic engagement throughout the sessions. We are confident that the skills acquired during this course will empower a new generation of mediation professionals to excel in the global ADR arena.

ACHIEVEMENTS

Mediation Championship India, 2025

A team comprising Aayush Khanna and Kartikey Tripathi (Batch of '28) were adjudged the Winners (Mediation Counsel) at Mediation Championship India 2025, organised by the PACT. Additionally, Tusharika Choudhary (Batch of '28) emerged as the 5th Best Mediator. We commend the team on this great achievement and wish them continued success ahead!

ACHIEVEMENTS

3rd International Negotiation and Mediation Competition (INMC), 2025 - Mediation

A team comprising Rachit Mathur and Srishty Bajaj (Batch of '29) emerged as the Semi Finalists at 3rd International Negotiation and Mediation Competition (INMC) 2025, organised by SVKM'S NMIMS. Additionally, Amiya Sachdeva (Batch of '29) emerged as the Best Mediator. We applaud the team's achievement and wish them all the best in their future pursuits!

ACHIEVEMENTS

ICC-HK International Mediation Competition, 2025

The team comprising Aviral Pathak and Vanshika Jain (Batch of '26) emerged as Semi-Finalists in the ICC-HK International Mediation Competition, Hong Kong organised by the International Chamber of Commerce - Hong Kong ("ICC-HK") and by the Hong Kong Department of Justice. Hats off to the team for their success, and we hope they continue to excel in the future!

ACHIEVEMENTS

VIII Edition of the SYAR-National Negotiation Competition, 2025

A negotiating pair comprising Mahek Sangwan and Inika Dular (Batch of '28) emerged as the Best Negotiating Pair in VIII Edition of the SYAR-National Negotiation Competition, 2025 organised by Society for Young Advocates and Researchers (SYAR). Wishing the team continued success in their future endeavors!

ACHIEVEMENTS

Pactum Concorde: Inter-Collegiate Mediation Competition, 2025

The negotiating pair comprising Hasan Madhan and Pragati Vijayvargiya (Batch of '29) emerged as Semi-Finalists in the Pactum Concorde: Inter-Collegiate Mediation Competition organised by the Thakur Ramnarayan College of Law, Maharashtra. Additionally, Alefiya (Batch of '29) emerged as the Best Mediator. We wish them the best of luck for future endeavours!

ACHIEVEMENTS

3rd Samanvay International Mediation Competition, 2025

The team comprising Vrinda Gupta (Batch of '28), Dimple Punia (Batch of '29) and Kritika Dua (Batch of '28) emerged as Semi Finalists and were honoured with the Best Mediation Plan Award at 3rd Samanvay International Mediation Competition, 2025 organised by HPNLU, Shimla. We congratulate the team and wish them the best of luck for future events!

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