



CADRadar

CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION

Quarterly Newsletter

Volume VII, Issue 3



January-March 2026

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About **CADR** CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION

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 First Edition of the Seventh Volume of its quarterly newsletter, "The CADR Radar."

The Newsletter initiative began with the observation that there exists a lacuna in the provision of information relating to ADR to the practicing community. With an aim to lessen this gap, the Newsletter has been comprehensively covering developments in the field of ADR, both national and international.

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 & Devashish Dixit

Supreme Court Clarifies the Trigger Point for Commencement of Arbitration

In *Regenta Hotels Pvt. Ltd. v. Hotel Grand Centre Point & Ors.*, 2026 INSC 32 (Supreme Court, January 2026), the dispute arose from a hotel franchise agreement in Srinagar, where internal conflicts led to invocation of arbitration and interim relief under Section 9. The issue concerned the interpretation of Section 21 read with Section 9(2) of the Arbitration and Conciliation Act, 1996, specifically whether arbitration commences upon issuance of notice, its receipt, or filing of a Section 11 petition. The High Court held that proceedings had not commenced within the prescribed 90-day period, vacating interim relief. The Supreme Court held that arbitral proceedings commence only upon receipt of notice by the respondent under Section 21. It harmonised Sections 21 and 9(2), observing that any other interpretation would defeat the statutory framework governing timelines. Accordingly, the appeal was allowed and the High Court's decision was set aside. [Read More](#)

Supreme Court Holds that an Arbitral Tribunal is Not Restricted to Claims in Pre-Arbitration Notice

In *M/s Bhagheeratha Engineering Limited v. State of Kerala*, 2026 INSC 4 (Supreme Court, January 2026), the dispute arose from four road maintenance contracts awarded by the State of Kerala to M/s Bhagheeratha Engineering Limited under a World Bank-assisted infrastructure project. A multi-tier dispute resolution mechanism was prescribed, culminating in arbitration. The Arbitral Tribunal allowed all four claims and granted approximately Rs. 2 crores with 18% interest.

The Kerala High Court set aside the award, holding that the Tribunal had exceeded its jurisdiction by entertaining claims not mentioned in the Section 21 notice. The core issue was whether a Section 21 notice restricts the claims that can be raised before the Tribunal. The Supreme Court held that Section 21 is purely procedural, fixing the commencement date for limitation purposes and not limiting the scope of claims. A claimant may add, amend, or supplement disputes in the statement of claim, provided they fall within the arbitration clause. Accordingly, the appeal was allowed and the award was restored. [Read More](#)

Supreme Court Clarifies that Application to Extend Arbitral Tribunal's Mandate under Section 29A

In *Jagdeep Chowgule v. Sheela Chowgule & Ors.*, 2026 INSC 92 (Supreme Court, January 29, 2026), the dispute arose from a Memorandum of Family Settlement executed on January 11, 2021 among members of the Chowgule family. Arbitration was invoked and the Arbitral Tribunal was constituted by mutual agreement. After the presiding arbitrator resigned, the Bombay High Court appointed a replacement. The Commercial Court at Goa subsequently granted an extension of the Tribunal's mandate under Section 29A. The High Court held that the extension application ought to have been filed before it rather than the Commercial Court, since it had appointed the arbitrator. The core issue was the meaning of "Court" in Section 29A, whether it refers to the principal Civil Court or the appointing High Court. The Supreme Court held that "Court" in Section 29A refers exclusively to the principal Civil Court as defined under Section 2(1)(e), regardless of the appointment forum. The High Court becomes functus officio once the arbitrator is appointed. The appeal was allowed, and the Commercial Court's extension order was restored. [Read More](#)

North Circular Proposes Exclusion of Arbitration for Disputes Above ₹10 Crore

The update concerns a circular issued by the Ministry of Road Transport and Highways (MoRTH) seeking to revise the dispute resolution framework in highway contracts, particularly EPC, BOT, and HAM models. The circular proposes that disputes exceeding ₹10 crore be excluded from arbitration. The core issue highlighted is whether such a move amounts to a unilateral alteration of contractual terms, especially where existing agreements provide for arbitration. The update examines concerns around party autonomy and the enforceability of agreed dispute resolution clauses. It is observed that this shift may increase reliance on litigation and dilute the efficiency traditionally associated with arbitration. This development raises important questions about consistency in India's arbitration policy. [Read More](#)

Supreme Court Holds that High Court Cannot Declare Prior Arbitral Proceedings a Nullity while Appointing a Substitute Arbitrator under Section 15(2)

In *Ankhim Holdings Pvt. Ltd. & Anr. v. Zaveri Construction Pvt. Ltd.*, 2026 INSC 137 (Supreme Court, February 4, 2026), the dispute arose from a partnership between Ankhim Holdings Pvt. Ltd. and Zaveri Construction Pvt. Ltd. for development of a Slum Rehabilitation Authority project in Andheri (West), Mumbai. During the arbitration, Zaveri Construction was admitted to Corporate Insolvency Resolution Process, triggering a moratorium. The original arbitrator's mandate subsequently terminated. When Ankhim Holdings applied before the Bombay High Court for appointment of a substitute arbitrator, the High Court appointed one but simultaneously declared the arbitral proceedings conducted during the moratorium period to be a nullity. The core issue was whether Section 15(2) empowers a court to invalidate prior arbitral proceedings while appointing a substitute. The Supreme Court held that Section 15(2) is a narrow provision confined solely to enabling the appointment of a substitute arbitrator,

it confers no supervisory power to undo previous proceedings. The principle of minimal judicial intervention was reaffirmed. The appeal was partly allowed and the nullity declaration was set aside. [Read More](#)

Supreme Court Holds that Substitution of Arbitrator is Not Mandatory on Termination of Mandate under S. 29A

The dispute arose from arbitration proceedings between Viva Highways Ltd. and Madhya Pradesh Road Development Corporation Ltd. where the arbitral tribunal's mandate terminated under Section 29A of the Arbitration and Conciliation Act, 1996. In February 2026 judgment (Viva Highways Ltd. v. Madhya Pradesh Road Development Corporation Ltd. 2026 LiveLaw (SC) 145), the Supreme Court held that substitution of an arbitrator is not mandatory upon termination of the mandate under Section 29A. The Court clarified that the High Court has discretion either to extend the mandate of the existing tribunal or appoint a substitute arbitrator. It rejected the argument for automatic substitution. The Court decided in favour of Viva Highways Ltd., reinforcing that automatic substitution is not required under Section 29A. [Read More](#)

Supreme Court Holds that Arbitral Tribunal Cannot Award Pre-Award or Pendente Lite Interest, Even Disguised as Compensation, when Contract Expressly Prohibits it

In Union of India & Ors. v. Larsen & Toubro Limited, 2026 INSC 203 (Supreme Court, February 27, 2026), the dispute arose from a contract between the Union of India and North Central Railway Administration on one hand, and Larsen & Toubro Limited on the other, for modernisation of the Jhansi Workshop, valued at approximately Rs. 93.08 crore.

Delays of over 40 months led Larsen & Toubro to invoke arbitration. The Arbitral Tribunal, while acknowledging a contractual prohibition on interest, awarded certain amounts under Claims 1, 3, and 6 by labelling them "compensation." The core issue was whether an express contractual bar on interest can be circumvented by relabelling such amounts as compensation, and whether the same bar extends to post-award interest. The Supreme Court held that under Section 31(7)(a), a tribunal's power to award pre-award or pendente lite interest is subordinate to the parties' agreement, the label attached is irrelevant. However, post-award interest under Section 31(7)(b) is a statutory right not extinguished by a contractual bar limited to the pre-award period, though the rate was reduced from 12% to 8% per annum. The appeal was partly allowed. [Read More](#)

Supreme Court Holds that Dispute is Not Arbitrable when Arbitration Agreement is Alleged to be Forged

The dispute arose from a family-run jewellery firm, M/s RDDHI Gold, originally having three partners. The appellant claimed that a 2007 Deed of Admission and Retirement inducted her as a partner, retired the others, and contained an arbitration clause. The respondent denied the existence of the deed, alleging it was forged. The business was acquired by a private company in 2011 and the dispute arose in 2016 when the appellant first relied on the deed. In February 2026 judgment (*Rajia Begum v. Barnali Mukherjee*, 2026 INSC 106), the Supreme Court held that when the arbitration agreement itself is alleged to be forged, the dispute is not arbitrable under the Arbitration and Conciliation Act, 1996. The key legal issue involved Sections 8 and 11(6) of the Act and conflicting High Court orders on referral. The Court clarified that such allegations strike at the root of arbitral jurisdiction. The key legal issue involved Sections 8 and 11(6) of the Act and conflicting High Court orders on referral.

The Court clarified that such allegations strike at the root of arbitral jurisdiction. The Court decided in favour of Rajia Begum, reinforcing that a forged arbitration agreement cannot confer jurisdiction on an arbitral tribunal.

[Read More](#)

Supreme Court Holds that Belated Jurisdictional Challenge is Impermissible After Participation in Arbitration

In *Municipal Corporation of Greater Mumbai v. M/s R.V. Anderson Associates Ltd.* 2026 INSC 228 (March 2026), the dispute arose from a contractual arrangement where arbitral proceedings resulted in an award against the Municipal Corporation. The dispute arose when the appellant participated in the arbitral proceedings without raising any objection to the tribunal's jurisdiction and only challenged it after the award was passed. The core issue was whether a party can raise a jurisdictional objection after having participated in arbitration without protest. The Court held that such belated jurisdictional challenges are impermissible. The Court observed that a party cannot participate in arbitral proceedings and later challenge jurisdiction after suffering an adverse award. In its reasoning, the Court emphasized that objections to jurisdiction must be raised at the appropriate stage during arbitration. Accordingly, the appeal was dismissed. [Read More](#)

Supreme Court Holds that Counterclaim Extinguished under IBC 'Clean Slate' Principle Cannot be Revived as Affirmative Relief in Arbitration, but may be Raised as a Defensive Set-Off

In *Ujaas Energy Ltd. v. West Bengal Power Development Corporation Ltd.*, 2026 INSC 268 (Supreme Court, March 20, 2026), the dispute arose from a

contract between the West Bengal Power Development Corporation Limited and Ujaas Energy Limited for installation of rooftop solar photovoltaic plants across West Bengal. Ujaas Energy underwent Corporate Insolvency Resolution Process, and upon approval of its resolution plan, invoked arbitration against WBPDCCL. WBPDCCL raised a counterclaim that it had never submitted before the Resolution Professional during CIRP. Ujaas Energy sought dismissal of this counterclaim on the basis of the IBC's "clean slate" principle. The core issue was whether a claim not lodged during CIRP can be raised as a counterclaim in post-resolution arbitration proceedings. The Supreme Court upheld the "clean slate" principle, holding that WBPDCCL's counterclaim stood extinguished as a claim for affirmative relief. However, it permitted WBPDCCL to raise the extinguished claim purely as a defensive set-off, to reduce what it might otherwise owe, but not to independently recover any sum. The appeal was partly allowed. [Read More](#)

Bombay High Court Holds that Foreign Award Cannot be Enforced Against Non-Parties

The dispute arose from a foreign arbitral award passed in proceedings between Ningbo Aux Imp and Exp Co Ltd and Amstrad Consumer India Pvt Ltd, where enforcement was sought against a non-party guarantor under Part II of the Arbitration and Conciliation Act, 1996. In March 2026 judgment (Ningbo Aux Imp and Exp Co Ltd v. Amstrad Consumer India Pvt Ltd & Anr., 2026 SCC OnLine Bom 441), [CADR1] the Bombay High Court held that a foreign arbitral award can be enforced only against persons between whom it was made and cannot be extended to non-parties. The key legal issue involved Sections 46 and 48 of the Act regarding the binding nature and enforceability of foreign awards. The Court directed deletion of the non-party guarantor from the enforcement proceedings and vacated the ex-parte disclosure order passed against it.

The Court decided in favour of the non-party, reinforcing that enforcement of foreign awards is strictly confined to the parties to the arbitration. [Read More](#)

Supreme Court Holds that Contractual Clauses in Government Agreements Cannot Bar Both Courts and Arbitration when Liability is Disputed and that One Party Cannot Be Judge of its Own Breach

In *M/s ABS Marine Services v. The Andaman and Nicobar Administration*, 2026 INSC 274 (Supreme Court, March 23, 2026), the dispute arose from a Manning Agreement dated December 26, 2008 between M/s ABS Marine Services and the Andaman and Nicobar Administration for crewing 17 government vessels. Following a navigational incident involving M.V. Long Island in July 2009, the Administration, over three years later, made a unilateral deduction of approximately Rs. 2.87 crore from pending bills as "penalty," declaring its own decision final and binding and barring recourse to any court or arbitrator under Clause 3.20. ABS Marine Services challenged this and invoked arbitration. The core issue was whether a contractual clause that makes one party the sole judge of the other's breach, while excluding all legal remedies, is enforceable. The Supreme Court held that the principal *nemo judex in causa Sua*, no one shall be a judge in their own cause, is non-derogable by contract. Such clauses violate Section 28 of the Indian Contract Act, 1872 and the rule of law. Accordingly, the appeals were allowed and the arbitral award in favour of ABS Marine Services was restored. [Read More](#)

INTERNATIONAL COMMERCIAL ARBITRATION

– Kanupriya Sharma & Deepanshi Sethi

Arbitrator Biased, Paris CoA Sets Aside Investment Treaty Award

On January 15, 2026, the Paris Court of Appeal annulled a PCA partial award (Case No. 2019-34) in the Akhmetov and Investio LLC v. Russia dispute over Crimean asset confiscation under the Russia-Ukraine 1998 BIT. The first ground for this decision was irregular constitution of the tribunal. The claimants had not followed the agreed method for selecting the presiding arbitrator, Prof. E., and deviated from the process on their own. This went against the UNCITRAL Arbitration Rules and violated Article 1520(2°) of the French Code of Civil Procedure. Secondly, there were reasonable doubts on Prof. E.'s impartiality due to his law firm's public policy of not working with Russia during the time of these proceedings. Moreover, his social media activity also showed support for Ukraine and criticism of Russia, which created an impression of bias. Because of these issues, Russia was awarded €150,000 in costs, and the other claims were dismissed as no longer relevant. [Read More](#)

ADGM Court Grants US\$250M Freezing Order Despite LCIA Rules Breach

In A30 & Ors v E30 & Ors ADGMCA 0003, the ADGM Court of Appeal overturned the Court of First Instance, granting a US \$250m worldwide freezing order supporting an ADGM-seated LCIA arbitration. Banks financed a major development project requiring payments to be made to a designated account;

however, there was evidence that the respondents were diverting these funds. The Court of First Instance (CFI) refused to grant relief because of breach of LCIA Rule 25.3 (requiring tribunal consent for court applications). The Court of Appeal disagreed and said that Section 31 of the ADGM Arbitration Regulations 2015 is mandatory law at the seat of arbitration. This law allows courts to grant interim measures both before and after the tribunal is formed, even if institutional rules say otherwise. It was also noted that the tribunal was unable to act effectively because there was a real risk that the funds would be dissipated. This aligns with English precedents like A v B EWHC 54 (Comm); reinforcing ADGM's pro-arbitration support. [Read More](#)

SICC Upholds ECT Investment Award Against Poland, Rejects EU Law Shield

On January 9, 2026, the Singapore International Commercial Court (SICC) upheld an arbitration award in favour of two British investors, rejecting Poland's attempt to annul it on grounds of EU law. Poland had argued that as an EU member state, it was bound by the CJEU's rulings in Achmea and Komstroy, which it claimed invalidated treaty-based arbitration between EU investors and member states. The SICC held that Poland remained bound by its obligations under the Energy Charter Treaty (ECT) as a matter of international law, regardless of its EU membership. The court reasoned that EU law does not operate beyond the EU's legal borders and cannot shield a member state from its international treaty commitments when enforcement is sought in a non-EU court. This ruling is consistent with decisions from courts in the United Kingdom, United States, and Australia, all of which have enforced ECT awards against EU states. The outcome is significant for the future of intra-EU investment arbitration enforcement in non-EU jurisdictions, with similar issues still pending before the U.S. Supreme Court and the UK Supreme Court in related cases. [Read More](#)

KCAB International Arbitration Rules 2026 Enter Into Force

On January 1, 2026, the Korean Commercial Arbitration Board (KCAB) brought into force its revised International Arbitration Rules, marking a comprehensive overhaul of its arbitral framework. A central reform is the establishment of the KCAB International Arbitration Court, a new supervisory body that now oversees arbitrator appointments, challenges, and consolidation decisions—responsibilities previously handled by the KCAB Secretariat. This aligns KCAB's governance with the models of the ICC and SIAC. The 2026 Rules introduce three distinct procedural tracks: a Fast-Track Procedure for disputes under approximately USD 350,000, requiring a final award within three months; an Expedited Procedure for disputes up to approximately USD 2.7 million with a six-month award timetable; and a Standard Procedure for complex, high-value disputes with more rigorous case management. A new provision also expressly empowers tribunals to dismiss manifestly unsustainable or legally unmeritorious claims at an early stage, a mechanism already familiar in SIAC and HKIAC rules. Additionally, the 2026 Rules formally authorise remote hearings, electronic filings, and electronic signatures, reflecting the post-pandemic evolution of arbitral practice. [Read More](#)

Vietnam Establishes International Arbitration Centre and Specialised Court at IFC

As part of a broader effort to attract cross-border business and dispute resolution, Vietnam established a new International Arbitration Centre (IAC) and a Specialised Court at its International Financial Centre (IFC), with the relevant legal framework taking effect on January 1, 2026. The IAC is authorised to resolve disputes arising from investment and business activities within the IFC,

which Vietnam is not even a signatory—a notable departure from conventional practice. Article 30 of the Resolution also upholds agreements to waive the right to request Vietnamese courts to set aside mediation or arbitration awards, significantly strengthening the enforceability and finality of awards issued through the IAC. These developments signal Vietnam’s ambition to position itself as a competitive arbitration hub in Southeast Asia. [Read More](#)

CK Hutchison Launches Arbitration Over Panama Canal Ports Contract Ruling

On 3 February, 2026, CK Hutchison launched international arbitration proceedings against Panama through its unit Panama Ports Company after the country’s Supreme Court annulled its licences to operate two Panama Canal ports. The court ruled that the contracts “violated the constitution” by granting “exclusive privileges and tax exemptions” to the company. The company strongly disagreed with the ruling and said it would pursue all possible legal options. The arbitration case is expected to “take years”, especially amid geopolitical tensions involving the U.S. and China, with China criticizing the ruling while Panama defended judicial independence. The arbitration is being pursued under the applicable concession contract and ICC Rules of Arbitration. [Read More](#)

English Commercial Court Rejects Stay of LCIA Arbitration Amid Challenges

In *A v B* EWHC 327 (Comm), the English Commercial Court refused to stop two arbitrations taking place in London. The applicant had asked the court to pause the arbitrations under Civil Procedure Rules Rule 3.1(2)(g), while also challenging the arbitrator’s position and certain procedural decisions (like not combining the cases and not allowing oral witness evidence). The Court said that Rule 3.1(2)(g) only applies to court proceedings, not to arbitrations.

So, it could not be used to stay the arbitration. It further stated that Section 24(3) of the Arbitration Act 1996, clearly allows arbitration to continue even if there is a request to remove the arbitrator. There is no rule that allows the arbitration to be paused in such situations. Even if jurisdiction existed, there were no exceptional reasons to stop the arbitrations. There was also no conclusive evidence that the process was unfair or abusive. Issues such as extra costs or difficulties with witnesses were not sufficient. The Court held that any such problems could be addressed later, either after the final award or by removing the arbitrator if necessary. This decision reinforces the principle that courts should not interfere in arbitrations before the final award, as reflected in Section 1(c) of the Arbitration Act 1996. [Read More](#)

AIAC Launches Suite of Rules 2026 with New Court of Arbitration

The Asian International Arbitration Centre (AIAC) released its updated Suite of Rules 2026, modernising its dispute resolution framework and establishing a new AIAC Court of Arbitration to strengthen institutional oversight. The Court is responsible for the technical review of all draft awards, except emergency awards, with the goal of ensuring quality and consistency in awards rendered under AIAC administered proceedings. The 2026 Rules raise the threshold for fast-track procedures to USD 3 million for international arbitrations and RM 2 million for domestic arbitrations, making speedier resolution accessible to a wider range of disputes. Transparency is also enhanced: third-party funding arrangements must be disclosed, and the arbitral tribunal is empowered to take funding into account when making cost orders. On February 28, 2026, AIAC announced the inaugural members of the newly formed Court of Arbitration. The revised rules also cover the AIAC's Asian Sports Arbitration Rules, AIAC Adjudication Rules, and Domain Name Dispute Resolution procedures, reflecting the Centre's broad and evolving institutional mandate. [Read More](#)

U.S. Supreme Court Declines to Resolve “Manifest Disregard” Doctrine, Frustrating Practitioners

In late February 2026, practitioners expressed frustration after the U.S. Supreme Court opted not to resolve whether the “manifest disregard of the law” doctrine constitutes a valid basis for vacating arbitral awards under the Federal Arbitration Act (FAA). This judicially-created doctrine goes beyond the four statutory grounds enumerated in Section 10 of the FAA. Following the Supreme Court’s Hall Street decision, a deep circuit split emerged: while the Fifth, Eighth, and Eleventh Circuits have effectively abandoned the doctrine, the Second, Fourth, and Ninth Circuits continue to apply it as shorthand for the statutory ground of “exceeding powers.” The Supreme Court’s continued silence means that the choice of enforcement forum in the United States remains a critical strategic consideration for international arbitration parties. For instance, filing in New York (Second Circuit) may still invite a “manifest disregard” challenge that would be summarily rejected in Texas (Fifth Circuit). The unresolved doctrine leaves open a fundamental question about the limits of judicial review of arbitral awards in the world’s largest economy. [Read More](#)

China’s Revised Arbitration Law Takes Effect, Marking Biggest Overhaul in Three Decades

On March 1, 2026, China’s revised Arbitration Law came into force, marking the first major overhaul of China’s arbitral framework since 1994. The reforms reflect the rapid growth of international arbitration in China and its ambition to become a globally competitive arbitration hub. Key changes include the formal legislative recognition of the “seat of arbitration” for foreign-related disputes (Article 81), allowing parties to agree in writing on the arbitral seat and providing that awards are deemed rendered at that seat—eliminating long-standing uncertainty in award nationality determinations.

The revised Law also partially liberalises ad hoc arbitration, now permitting it for certain foreign-related maritime disputes and disputes involving entities in designated free trade zones and the Hainan Free Trade Port, a significant departure from the prior institutional-only model. Foreign arbitration institutions such as the ICC and SIAC may now establish operational offices in designated zones within China. The time limit for applying to set aside an arbitral award has been shortened from six months to three months, promoting finality. Courts, however, retain exclusive power to grant interim measures—a key divergence from the UNCITRAL Model Law reflecting China’s cautious, judiciary-centred approach to reform. [Read More](#)

ICC Approves Revised Arbitration Rules Effective June 2026

On March 23, 2026, the ICC Executive Board approved the revised Arbitration Rules, which will be effective for requests filed on or after June 1, 2026. These updates introduced new procedures and improvements to existing provisions, emphasizing efficiency, and usability while preserving party flexibility in arbitrator selection and procedure tailoring. ICC Court President, Claudia Salomon stated that “The revised Rules reflect our commitment to ensuring ICC Arbitration meets the needs of businesses, states and state entities worldwide... making the Rules clearer and arbitration more efficient, while preserving flexibility and procedural integrity.” Following 881 cases filed in 2025 with a total value of about US \$299 billion, bringing its overall caseload to more than 30,000 cases, ICC continues to be the world’s most preferred rules as per 2025 survey. Full text and guidance are expected to be released soon. [Read More](#)

INVESTMENT ARBITRATION

– Adamyia Rawat & Shantanu Singh

Singapore International Commercial Court dismisses set-aside application

On 9 January 2026, the Singapore International Commercial Court dismissed an application by DNZ (the claimant State) to set aside the Final Award dated 7 October 2024 in Permanent Court of Arbitration Case No. 2021-06, rendered under the Energy Charter Treaty. The award had been made in favour of DOA and DOB, two companies incorporated in the United Kingdom, arising from their indirect shareholding in the project company and a parallel bilateral investment treaty arbitration.[Read more](#)

Paris Court of Appeal annuls jurisdiction award

On 15 January 2026, the Paris Court of Appeal annulled a partial award on jurisdiction rendered in Paris on 16 August 2022 under Permanent Court of Arbitration Case No. 2019-34, in the dispute between Mr Rinat Akhmetov and Investio LLC and the Russian Federation. The arbitration concerned alleged expropriation of the Parkovoye and Koreiz properties in Crimea under the 1998 Russia-Ukraine investment treaty. The Court annulled the jurisdiction award on grounds of irregular constitution and impartiality concerns.[Read more](#)

English Commercial Court rules on section 45 gateway

On 30 January 2026, the English Commercial Court decided threshold issues in *The Republic of India v CC/Devas (Mauritius) Ltd, Telcom Devas Mauritius Limited, and Devas Employees Mauritius Private Limited* [2026] EWHC 156 (Comm), arising from a London-seated India-Mauritius bilateral investment treaty arbitration (Permanent Court of Arbitration Case No. 2022-34).

India sought a ruling under section 45 of the Arbitration Act 1996 on whether only Mauritian law governs who can instruct counsel (administrator-side vs director-side). [Read more](#)

International Centre for Settlement of Investment Disputes tribunal rejects provisional measures

On 29 January 2026, an International Centre for Settlement of Investment Disputes tribunal in *First Majestic Silver Corp. v United Mexican States* (Case No. ARB/21/14) rejected the investor's second request for provisional measures under the North American Free Trade Agreement. First Majestic Silver Corp. sought an order suspending Mexico's enforcement of a 2012 tax reassessment against its subsidiary (PEM) while the case proceeds. The tribunal held the suspension sought is barred by Article 1134 of the treaty and rejected the request, reserving costs to the final award. [Read more](#)

English Commercial Court partly sets aside award

In *Republic of Korea v Elliott Associates, LP* (23 February 2026), Lord Justice Foxton upheld the Republic of Korea's section 67 (jurisdiction) challenge to an award under the USA-Korea Free Trade Agreement. The claim concerned pressure on the National Pension Service to vote for the Samsung C&T-Cheil Industries merger. The Court held tribunal lacked jurisdiction to treat the Pension Service as a State organ, set aside part of the award, and remitted causation and relief on the "Blue House" measures. [Read More](#)

Singapore High Court upholds registration

In *NextEra Energy Global Holdings B.V. and NextEra Energy Spain Holdings B.V. v Kingdom of Spain* [2026] SGHC 43 (24 February 2026),

the Singapore High Court rejected Spain's state-immunity challenge to registration of an ICSID (International Centre for Settlement of Investment Disputes) Energy Charter Treaty award. In *NextEra Energy Global Holdings B.V. and NextEra Energy Spain Holdings B.V. v Kingdom of Spain* [2026] SGHC 43 (24 February 2026), the Singapore High Court rejected Spain's state-immunity challenge to registration of an ICSID (International Centre for Settlement of Investment Disputes) Energy Charter Treaty award. The Court held Spain had submitted to enforcement jurisdiction by joining the ICSID Convention and that the "intra-EU" objection did not invalidate Spain's written consent to arbitrate, so the registration order stood. [Read more](#)

Lupaka Gold files lawsuit in US District Court for enforcement of the 2025 Award

On February 27, 2026, Canadian miner Lupaka Gold filed a lawsuit in the U.S. District Court for the District of Columbia to enforce a \$69.2 million (including interest) ICSID award against Peru. The dispute stems from the 2018 blockade of the Invicta gold mine by the Parán community. In June 2025, an ICSID tribunal held Peru liable for failing to protect the investment, attributing the community's actions to the state. With the 120-day annulment period expired, Lupaka is now seeking to attach Peruvian assets in the U.S. to satisfy the debt. [Read More](#)

No State Immunity Defence Against Registration of ICSID Awards in English, holds UK Supreme Court

The UK Supreme Court's landmark decision in *Infrastructure Services Luxembourg v. Spain* clarifies that sovereign immunity cannot block the registration of ICSID awards in English courts.

The Court ruled that by joining the ICSID Convention, particularly Article 54, states provide an express, irrevocable waiver of adjudicative immunity. This distinction separates the administrative act of "recognition and registration" – which treats awards as final domestic judgments – from the subsequent stage of "execution" against specific state assets. This ruling provides crucial certainty for global investors, ensuring that sovereign debtors cannot use immunity to prevent the formal entry of awards into the English legal system.

[Read More](#)

India set to revise its 2016 Model Bilateral-Investment-Treaty

India is currently recalibrating its investment landscape by "refreshing" the restrictive 2016 Model Bilateral Investment Treaty to create a more investor-friendly environment while preserving regulatory sovereignty. While recent trade agreements with partners like the UK and EFTA move toward State-to-State dispute resolution rather than direct investor rights, new BITs with the UAE, Uzbekistan, and Kyrgyzstan signal a shift toward incremental concessions. These include longer limitation periods for claims, protections for portfolio investments, and clearer enforcement pathways. Ultimately, India is aggressively expanding its global trade network, balancing its need for foreign capital with a cautious, state-led approach to international arbitration. [Read More](#)

UK Supreme Court to Rule on Enforcement of ECT Awards Against EU States

A landmark decision is expected from the United Kingdom Supreme Court in 2026 in the case of Infrastructure Services Luxembourg SARL v. Kingdom of Spain, which concerns whether EU law shields Spain from paying an Energy Charter Treaty (ECT) arbitration award to a foreign investor.

Spain has argued that the intra-EU objection rooted in the CJEU's decisions in *Achmea* and *Komstroy*—renders the ECT arbitration clause inapplicable between EU member states, and therefore the award should not be recognised or enforced. The decision, which was upheld at both the High Court and Court of Appeal levels, is now pending before the UK Supreme Court, with a ruling anticipated in 2026.



ADR Sectoral Spotlight

This Issue's sector in focus is
MARITIME DEVELOPMENTS



ADR SECTORAL SPOTLIGHT

- Abhishek Arjun Singh and Aarav Singhal

Delhi High Court Reaffirms Pro-Arbitration Stance in Maritime Disputes: Anti-Arbitration Injunction Threshold and Civil Court Jurisdiction

(In the SARR Freights Corporation v. Argo Coral Maritime Ltd. matter (2026 LLBiz HC (DEL) 259; 2026: DHC: 2097), the Delhi High Court's refusal to grant an anti-arbitration injunction has also been significant for maritime law practice more broadly. The Court laid down that Indian civil courts retain jurisdiction to entertain suits seeking anti-arbitration injunctions in foreign-seated arbitrations including LMAA proceedings but confirmed that such relief is available only in the rarest of cases, where the arbitration agreement is "null and void, inoperative or incapable of being performed" under Section 45 of the Arbitration Act, or where the proceedings are demonstrably vexatious and oppressive. The case offered important clarifications on the distinction between supervisory jurisdiction of courts at the seat versus the personal and in personam jurisdiction of Indian civil courts over Indian parties, and is likely to guide how maritime parties structure their challenge strategies against foreign-seated arbitral proceedings. [Read More](#)

United States Issues 60-Day Waiver of the Jones Act Amid Strait of Hormuz Crisis

The Trump Administration issued a 60-day Jones Act waiver in response to disruptions in global energy markets arising from the Strait of Hormuz crisis. The waiver permits foreign-flagged vessels to transport oil, natural gas, coal, fertiliser, refined products, and petrochemicals between U.S. ports. As of this newsletter, at least one voyage has taken place under the waiver. However

industry data shows a limited impact on fuel prices, with U.S. fuel exports surging to record levels. The American Maritime Partnership and maritime labour unions have opposed the waiver. [Read More](#)

UCL Research: Major Maritime Nations Unprepared for IMO Decarbonisation Measures

A March 2026 study found that no major maritime nation is fully prepared for tightening decarbonisation targets under the IMO's Net Zero Framework (2023 GHG Strategy). While the U.S., China, and the UK are relatively better positioned, advanced maritime economies like Japan, South Korea, and EU member states face heightened transition risk due to reliance on LNG. For India, the findings are directly relevant to the Tamil Nadu Shipbuilding Policy 2026, which prioritises green hydrogen, ammonia, and electric propulsion, positioning Tamil Nadu ahead of the decarbonisation curve. [Read More](#)

Tamil Nadu Launches Shipbuilding Policy 2026: Green Vessels, Mega Shipyards, and Blue Economy

On March 4, 2026, Tamil Nadu Chief Minister M.K. Stalin released the Tamil Nadu Shipbuilding Policy 2026, a comprehensive framework aimed at positioning the state as a global hub for sustainable and technologically advanced shipbuilding. The policy focuses on building a full maritime ecosystem spanning shipbuilding, repair, recycling, and marine manufacturing, and aligns with India's Maritime Amrit Kaal Vision 2047. Key incentives include capital subsidies for green vessels powered by green hydrogen, ammonia, and electric propulsion; a 50% subsidy for shipyards investing a minimum of ₹100 crore in green initiatives; and a 15% capital subsidy to the first five ship recycling yards obtaining international environmental certifications. A Special Purpose Vehicle called NSHIPTN will be set up under SIPCOT to coordinate development, with financial models

including equity participation, asset leasing, and a production-linked incentive for mega-projects exceeding ₹12,000 crore. The policy targets India's current 0.06% share of the globalshipbuilding market, leveraging Tamil Nadu's 1,076 km coastline and deep-water access to attract large commercial vessels, defence craft, and offshore structures. [Read More](#)

Madras High Court Orders Arrest of Panama-Flagged Vessel at Chennai Port in Charterparty Dispute: Ship Fuels & Trade DMCC v. MV Zhong Peng You Yi

On March 18, 2026, in Ship Fuels & Trade DMCC & Anr. v. Owners and Parties Interested in the Vessel M/v Zhong Peng You Yi (C.S (Comm. Div.) No. 92/2026), the Madras High Court ordered the arrest of a Panama-flagged vessel at Chennai Port under the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017. The dispute arose from a 2023 time charterparty entered into by Eurotrans Ltd., a Russian entity, whose rights were subsequently assigned to Ship Fuels & Trade DMCC, a Dubai-based firm. The plaintiffs claimed over USD 2.6 million, alleging wrongful withdrawal of the vessel after the owners moved it to China under the pretext of repairs, rendering it unavailable and off-hire from May 2024. Justice Senthilkumar Ramamoorthy found that the claim constituted a maritime claim under the 2017 Act, directed immediate issuance of an arrest warrant, and issued notice returnable April 1, 2026. The ruling reaffirms that Indian courts will act decisively on credible charterparty breaches to prevent vessels from sailing beyond Indian jurisdiction. [Read More](#)

CASE COMMENT

NAGARAJ V. MYLANDLA
V.

PI OPPORTUNITIES FUND-I

[2026 INSC 298]

– Piyush Singla & Purvi

Introduction

The pronouncement of the Hon'ble Supreme Court of India in *Nagaraj V. Mylandla v. PI Opportunities Fund -I* represents a seminal contribution to the evolving landscape of Indian arbitration jurisprudence, insofar as it authoritatively settled the vexed question of the extent to which domestic courts may legitimately intervene in the enforcement of foreign arbitral awards, particularly where the sanctity of such enforcement is sought to be impeached on the ground of simultaneously subsisting proceedings under the aegis of company law. The principal issue to be considered by the Hon'ble Court was whether the parties may oppose the enforcement based on re-litigating the issues that have been decided upon conclusively by the arbitral tribunal or by the courts at the seat of the arbitration or not. The Court agreed held that such re-examination should not be allowed to be done, as it would compromise the finality of the arbitral awards, undermine the efficacy of the arbitral process, and create protracted and duplicative litigation. It underlines the fact that the public policy exception should be held to a very limited scope and cannot be used as a tool to revisit the merits of the conflict. Moreover, the Court expounded upon the Doctrine of Transnational Issue Estoppel in the context of enforcement under Section 48 of the Arbitration and Conciliation Act, 1996, reiterating that once an arbitral award has attained finality at the seat, Indian courts ought to adopt a minimalist approach and give full effect to the award. In this regard, the judgement meaningfully fortifies India's entrenched pro-arbitration policy whilst simultaneously advancing the foundational imperatives of certainty, finality, and efficiency that undergird the institution of international commercial arbitration.

Facts of the Case

The dispute in *Nagaraj V. Mylandla v. PI Opportunities Fund-I* arises from shareholders' dispute in Financial Software and Systems Pvt. Ltd. (FSSPL),



in which a group of investors had invested in the company based on a Share Acquisition and Shareholders Agreement (2014), which provided for detailed exit mechanisms, such as secondary sale, buy-back and IPO. In 2024, the dispute was finally decided by a foreign award by arbitration under the Singapore International Arbitration Centre (SIAC) when the investors attempted to withdraw and alleged the promoters had breached these obligations. The investors then filed enforcement proceedings in the Madras High Court under the Arbitration and Conciliation Act, 1996, which affirmed the award and dismissed the objections by the promoters. At the same time, the promoters had filed parallel oppression and mismanagement proceedings in the National Company Law Tribunal (NCLT), and later appeals before the National Company Law Appellate Tribunal (NCLAT) were also dismissed. The dismissal of their objections to the enforcement of the award aggrieved the promoters, who thus approached the Supreme Court by way of Special Leave Petitions, which brought into question the permissibility of opposing the enforcement of a foreign arbitral award by re-litigating issues that had been conclusively determined by the arbitral tribunal and the courts at the seat.

Issues before the Court

The Hon'ble Supreme Court addressed three principal issues:

1. Whether the enforcement of a foreign arbitral award under Section 48 of the Arbitration and Conciliation Act, 1996 can be resisted by re-agitating issues that have already been decided by the arbitral tribunal and upheld by the court at the seat of arbitration.
2. Whether the ground of "public policy of India" permits a review of findings on facts and contractual interpretation, or whether its scope remains limited at the enforcement stage.

3. Whether the Doctrine of Transnational Issue Estoppel applies to preclude parties from raising identical objections before Indian courts that were previously raised and rejected in proceedings before the seat court.

Arguments Advanced

By Petitioner

The Petitioner argued that the foreign arbitral award had become final since it had been confirmed by the Singapore High Court, and thus, it could not be reconsidered on the enforcement phase in India. The petitioner contended that the Respondents were seeking, under the guise of a public policy challenge, re-litigate matters of contractual interpretation and fact that had already been adjudicated. The petitioner highlighted that a merit review is not possible as the scope of interference at the enforcement phase is limited and does not permit such a review. They further invoked the Doctrine of Transnational Issue Estoppel, arguing that issues conclusively resolved by the tribunal and upheld by the seat court could not be reopened before Indian courts. They also emphasised the need for finality and international comity, cautioning that entertaining such objections would set an adverse precedent, undermining India's position as a pro-enforcement jurisdiction for international arbitration. It was also provided that the Respondents had already depleted their remedies at the seat and cannot have a second chance to appeal the award. The Petitioner insisted that Section 48 had to be read pro-enforcement in a bid to guarantee certainty in international business dealings.

By Respondents

The Respondents claimed that they should not grant the award its enforcement because it was against the Indian public policy. The underlying transaction and contractual obligations

to contravene the principles of company law and thus could not be enforced. The Doctrine of Election of Remedies, which comes into play when an aggrieved party has multiple available remedies for the same cause of action and has discretion in

choosing one, barring recourse to other inconsistent remedies, was also applied by the Respondents, who claimed that the Plaintiff had sought inconsistent remedies, so that it was not entitled to enforce. Additionally, it was contended that the relief awarded by the arbitral tribunal was of specific performance, which could not be enforced under the Indian law in the circumstances. Respondents argued that the Indian courts need not follow the results of the tribunal or the seat court if the enforcement would go against the basic principles of law. They also made the submission that under Section 48, Indian courts have the power to independently consider whether the enforcement would contravene domestic law. Another argument was that the fact that the award is approved by the seat court does not necessarily preclude review under Indian public policy.

Reasoning and Decision

The Hon'ble Supreme Court discussed Part II of the 1996 Act which implements India's obligations under the New York Convention. The Court noted that Section 48(2)(b) of the Act empowers courts to refuse recognition only where enforcement was contrary to public policy and emphasized that this expression must be read narrowly, consistent with the pro-enforcement stance taken in *Vijay Karia and others v. Prysmian Cavi E Sistemi SRL and others* [AIR 2020 SC 1807]. The Court applied the Doctrine of Transnational Issue Estoppel drawing on the conditions laid down by the England and Wales Court of Appeal in *Good Challenger Navegante S.A. v. Metalexportimport S.A.* [2003 EWCA Civ 1668] which must be satisfied for the doctrine to operate. First, the judgement must be given by a foreign court of competent jurisdiction.

Second, the judgement must be final and on merits. Third, there must be identity of parties. Fourth, there must be identity of subject matter. The Court held that these conditions were satisfied in the present case, noting that the Singapore High Court had already rejected the very same objections that were being raised before the Indian courts. The Court also drew a distinction between Issue Estoppel which prevents re-litigation of specific issues already decided between the same parties and Res Judicata which bars re-litigation of an entire claim. The buy-back argument was rejected on grounds of Issue Estoppel and that the shares would be surrendered to promoters themselves, which would not result in reduction of share capital. While discussion about the issue related to the Specific Relief Act, 1963, the court held that the primary relief was damages and not specific performance. The strategic sale was only a contingent mechanism for satisfying the damages award. The Court held that contractual interpretation falls within the tribunal's domain and that section 48 does not permit re-examination of such findings. The Court retained jurisdiction to examine whether enforcement violates public policy drawing and made this carve-out but did not find it applicable in the present case as Indian law had been carefully and fully considered. The Court drew on the reasoning of *Diag Human SE v. Czech Republic*[UKSC/2025/0176] and *Eastern European Engineering Ltd. v. Vijay Construction (Proprietary) Ltd.* [2018 EWHC 1539] from the English courts, which have applied Issue Estoppel while preserving a public policy exception. The case was concluded with a penalty of ₹25,00,000/- to be paid to each of the investors by Mylandlas in addition to the amount per investor already imposed by the Madras High Court. The enforcement of the SIAC award, valued at approximately ₹1,400 crores plus interest and costs, was upheld in its entirety.

Critical Analysis

The adoption of Transnational Issue Estoppel will significantly enhance efficiency in cross-border arbitration as the possibility of endless re-litigation across jurisdictions is addressed by preventing forum shopping. The Court reconciled earlier decisions which suggested that parties have “two bites at the cherry”, one at the seat and one at enforcement. For parties to future international arbitration proceedings with India as a jurisdiction, the scope for enforcement-stage challenges remains available but is now much narrower.

The decision narrows the public policy defense but clear articulation of the residual space of Indian public policy objections could be helpful for future cases.

The Court’s adoption of the Good Challenger conditions, which were articulated in the context of foreign judgement recognition, not arbitral enforcement, is defensible in light of their acceptance in *Deutsche Telekom* by the Singapore Court of Appeal, thereby ensuring transnational coherence in the standard. But there is no indigenously developed framework and there are holes for cases that are ill-fitting. The decision effectively subordinates parallel company law proceedings to foreign arbitral awards on the NCLT issue. It may be argued that the NCLT cannot be used as an alternative forum for relief where the same issues have been decided at the seat, thereby significantly limiting the utility of oppression and mismanagement proceedings as a defensive strategy against foreign awards. On the regulatory front, the tribunal’s finding implicitly covers FEMA compliance, but the judgement falls short of a worked analysis of RBI pricing guidelines applicable to the exit obligations, leaving open whether a future award with a more pronounced exchange control conflict could survive the public policy threshold.

The Court's rejection of the buy-back argument also has significant implications for corporate law and investment. The Court followed the reasoning in *NTT Docomo Inc. v. Tata Sons Limited*, [O.M.P. (EFA) (COMM.) 7/2016] where a distinction was made between 'buy-back' and 'surrender of shares' where contractual obligation to purchase shares at a guaranteed return did not constitute buy-back under the Companies Act. Acceptance of the buy-back argument would have allowed companies to avoid contractual exit obligations by invoking domestic corporate law to their benefit. This stance strengthens investor confidence and ensures enforceability of exit rights in the Indian context.

Conclusion

The decision in *Nagaraj v. Mylandla* is a major milestone in Indian arbitration law, and it has set a strong precedent for pro-enforcement in India. The Court also introduced Transnational Issue Estoppel and provided a clear framework for future enforcement proceedings with similar issues. The four conditions of the doctrine along, the public policy carve out, and the Court's confirmation that contractual interpretation remains within the domain of the tribunal, are an appropriate and welcome mechanism for clarity and finality. The penalty of significant costs against the objecting party further signals that tactics such as this at the enforcement stage can attract financial consequences. From a commercial perspective, the decision presents India's position as a pro-enforcement seat and could provide a more streamlined process. It also highlighted that delays through repetitive objections may attract financial consequences. This judgement strengthens India's position as an arbitration-friendly jurisdiction and reinforces finality of international commercial arbitration awards.

CADR Spotlight

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



UPCOMING EVENTS

Navigating LLMs in International Arbitration

As part of its academic outreach initiatives, Centre for Alternative Dispute Resolution, RGNUL organised a webinar titled "Navigating LLM in International Arbitration", designed to guide law students and young practitioners interested in pursuing postgraduate specialisation in international arbitration. The session offered practical and strategic insights into applying for leading LLM programmes, covering programme selection, application strategy, financial planning, and career pathways in the global dispute resolution landscape.

The session was delivered by Mr. Balram, an international arbitration practitioner and alumnus of the prestigious MIDS Geneva LLM programme.

The webinar covered a broad range of topics relevant to aspiring LLM applicants, including identifying leading arbitration-focused programmes globally, evaluating curriculum structures and specialisation tracks, spanning commercial, investment, construction, and sports arbitration, and navigating application requirements such as Statements of Purpose, letters of recommendation, CV preparation, and writing samples. The session also addressed financial planning and scholarship strategies, including funding through Chevening, DAAD, and university-specific scholarships, along with a practical overview of application timelines and profile-building strategies.



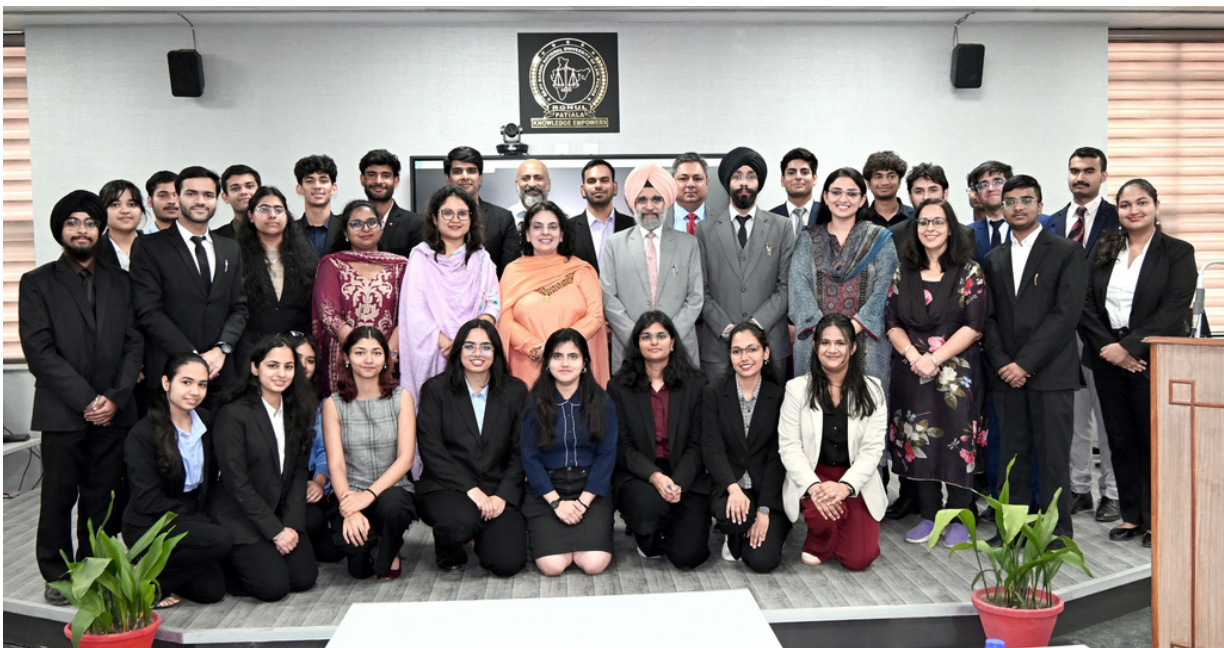
COMPLETED EVENTS

8th SEMC, 2026

Centre for Alternative Dispute Resolution, RGNUL successfully organised the 8th RGNUL Sports and Entertainment Law Mediation Competition (SEMC), 2026 in collaboration with Achwaha & Partners and Poovayya Advocates & Solicitors. The competition was held on 7 and 8 March, 2026, followed by quarter-finals, semi-finals, and the final at the RGNUL campus, Patiala on 3 and 4 April, 2026.

This prestigious competition is being organized in collaboration with a distinguished panel of partners. We are proud to be associated with Kachwaha and Partners, Poovayya Advocates & Solicitors, SettleWise Now and LiveLaw as collaborators for the event.

A notable addition this edition was a pre-final Workshop on Sports Law and Mediation conducted by the Indian Academy of Mediation Centres (IAMC), Hyderabad, offering participants practice-oriented insights into sports dispute resolution, athlete contracts, and the growing role of mediation in the sector. The competition was further supported by SettleWiseNow and Live Law as partners.



ACHIEVEMENTS

11th Lex Infinitum - International Dispute Resolution Competition 2026



A team comprising **Mannreet Kaur**, **Gursharan Seerha**, and **Mehreen Sandhu** emerged as the Best Mediator and Quarter Finalists (Negotiating Pair) at the 11th Lex Infinitum International Dispute Resolution Competition 2026, organised by V.M. Salgaocar College of Law. We commend the team on this remarkable achievement and wish them continued success ahead!

ACHIEVEMENTS

3rd JGLS-KCO National Negotiation Competition

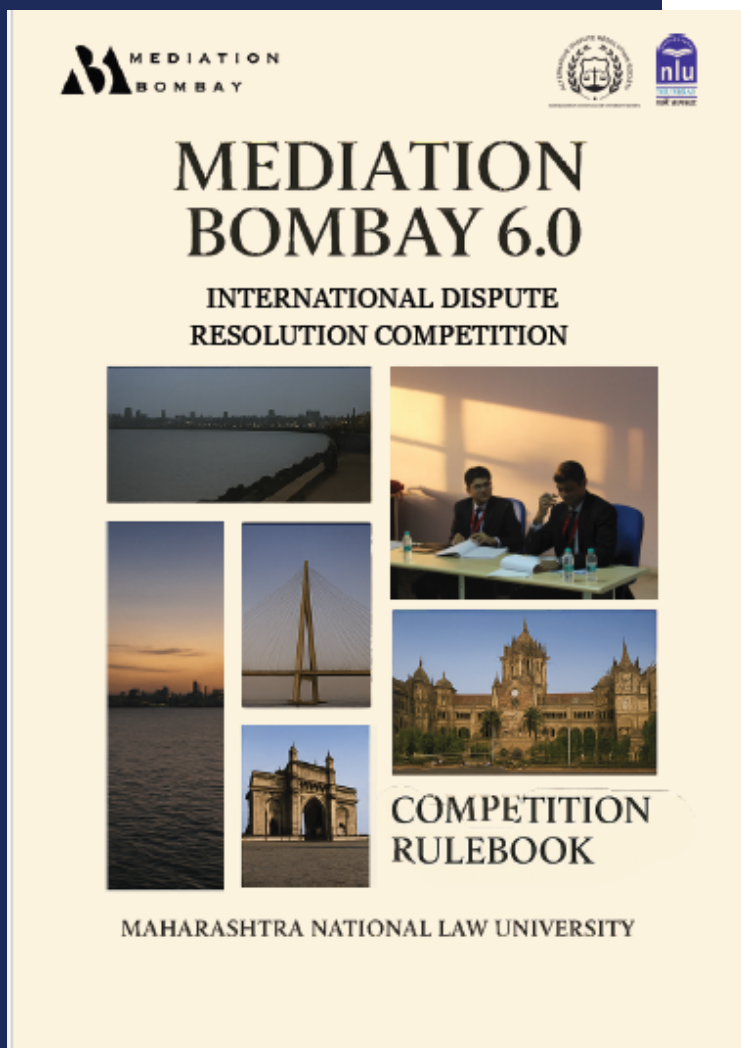


A team comprising **Ishani Chakraborty** and **Sayed Kirdar Husain** emerged as Semi Finalists and secured the title of Best Client at the 3rd JGLS-KCO National Negotiation Competition 2026, organised by Jindal Global Law School. We applaud the team's achievement and wish them all the best in their future pursuits.

ACHIEVEMENTS

Mediation Bombay 6.0

A team comprising **Rishima Bisht**, **Suhani Mittal**, and **Daksh Birla** emerged as Octa-Finalists at Mediation Bombay 6.0, organised by MNLU Mumbai. We appreciate the team's efforts and wish them continued success ahead!



ACHIEVEMENTS



2nd APCAM International Metaverse Mediation Competition (AIMMC)

Teams comprising **Insha**, **Vanshika Kamboj**, and **Kartik Bhat**, along with **Hasan**, **Shrishti Dandotiya**, and **Navya Rathi**, emerged as Quarter Finalists (Negotiating Pairs) at the 2nd APCAM International Metaverse Mediation Competition (AIMMC) 2026, organised by the Asia Pacific Centre for Mediation & Arbitration. We commend both teams for their commendable performance and wish them the very best for the future!



ACHIEVEMENTS

7th S.K. Misra Memorial Mediation and Negotiation Competition, 2026



A team comprising **Akshat Hardia** and **Aardra Vijaypillai** secured the Best Creative Solution award at the 7th S.K. Misra Memorial Mediation and Negotiation Competition 2026, organised by Lloyd Law College. We congratulate the team on this achievement and wish them continued success!

ACHIEVEMENTS

1st National Client Counselling Competition



A team comprising **Anushikha Peer** and **Kanak Sharma** emerged as Semi Finalists at the 1st National Client Counselling Competition, organised by HPNLU Shimla. We applaud the team's performance and wish them all the best in their future endeavours!

ACHIEVEMENTS

XII 2TG-RMLNLU International Mediation Competition 2026



A team comprising **Ninaad Kapoor** and **Vansh Manuja** represented the institution at the XII 2TG-RMLNLU International Mediation Competition 2026, organised by RMLNLU Lucknow, where Vansh Manuja emerged as a Quarter Finalist. We commend the team for their efforts and wish them continued success ahead!



ACHIEVEMENTS

6th AZB-GLC National ADR Triathlon 2026



A team comprising **Ritwik Sharma, Aliza Khatoon** and **Hanisha Garg** represented the institution at the 6th AZB-GLC National ADR Triathlon 2026 organised by GLC, Mumbai where Ritwik Sharma and Aliza Khatoon won the Best Mediating Pair. We commend the team for their efforts and wish them continued success ahead!

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