

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



Quarterly Newsletter

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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, Investment Arbitration and Mediation**



# Domestic Arbitration

– Sayed Kirdar Husain & Natasha Mittal

## Supreme Court Clarifies Applicability of Limitation Act, 1963 to Petitions Challenging Arbitral Awards

On January 10, 2025, the Supreme Court in *My Preferred Transformation & Hospitality Pvt. Ltd. v. Faridabad Implements Pvt. Ltd.* ruled that the 30-day condonable period under Section 34(3) of the Arbitration Act cannot be extended, even if it ends during court vacations. The Court held that Section 4 of the Limitation Act applies only to the initial three-month limitation period and not to the condonable extension. It emphasized the legislature's intent for finality in arbitral awards and called for statutory clarity, noting that the current framework often denies relief on procedural grounds, warranting legislative reform for a more balanced arbitration regime. [Read more](#)

## Arbitrator's Order on Substantive Rights is an 'Award' Challengeable under Section 34

The Delhi High Court recently decided an appeal under Section 37 of the 1996 Act, challenging dismissal of Section 34 objections, where the subject matter of challenge was an interim order passed by the arbitral tribunal, deciding several applications filed for discovery of documents. Upon perusal of the impugned order, the High Court found that the arbitrator has given final findings on facts, conclusively deciding aspects of main disputes between the parties. The Court concluded that such an order would amount to an interim award and would be amenable to challenge under Section 34 of the 1996 Act. The court relied on the judgement of *Rhiti Sports Management Pvt. Ltd. v. Power Play Sports & Events Ltd.* 2018 SCC OnLine Del 8678 stating that an order to qualify an award whether final or interim, it must settle a dispute on which parties are at issue. [Read more](#)

## **Supreme Court allows Post-Expiry Extension of Mandate under Section 29(A) of the Arbitration and Conciliation Act, 1996**

The Supreme Court affirmed that an application under Section 29A(4) of the Arbitration and Conciliation Act, 1996, the extension of mandate of an arbitral tribunal may be filed even after the tribunal's mandate has expired. The Court underscored that judicial discretion to extend time is valid post-expiry if 'sufficient cause' is shown. It emphasized that such cause must be assessed in light of efficiency, fairness, and facts, such as COVID-related delays, party conduct, and complexity of disputes to ensure arbitration remains an effective remedy. [Read more](#)

## **Award Passed after Inordinate and Unexplained Delay can be Set aside u/s 34 of Arbitration Act**

After perusing the arbitral record, the Madras High Court has set aside an award as it was passed after an inordinate and unexplained delay of 18 months. It further observed that at first, despite conclusion of final arguments in the matter and a lapse of 17 months thereafter, the tribunal did not pass the award. The Court elaborated on settled law to state that 'arbitration aims to provide speedy justice and substantial delay in passing the award would lead to the Arbitrator forgetting the crucial facts.' The arbitrator is under an obligation to explain the inordinate delay and in absence of such an explanation it would cause grave prejudice to the aggrieved party. Accordingly, the court after noting several inconsistencies in the award and the amount of unexplained delay in passing of the same, was constrained to set aside the same. [Read more](#)

## **Mere Existence of an Arbitration Clause does not bar a Civil Court from entertaining a Related Suit**

The Gauhati High Court held that the existence of an arbitration clause does not bar a civil court's jurisdiction, which is subject to Section 8 of the Arbitration and Conciliation Act, 1996.

The Hon'ble High Court relied on the judgement in *S. Vanathan Muthuraja v. Ramalingam @ Krishnamurthy Gurukkal & Ors.*, wherein the Supreme Court had held that when a legal right is infringed, a civil suit would lie unless entertainment of such suit is specifically barred. The normal rule is that a civil court would have jurisdiction to entertain all suits of a civil nature except those whose cognizance is either explicitly or by implication is barred. [Read more](#)

## **Limitation for Appointment of Arbitrator commences from Date of Failure to Comply with Requirements in Notice invoking Arbitration**

Andhra Pradesh High Court held that the limitation for filing an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 begins from the date of a valid arbitration notice and not the date of contract termination. The Court rejected APSFL's limitation plea and invalidated the clause granting unilateral appointment powers to APSFL's MD. Citing Perkins Eastman and Datar Switchgears, it ruled that APSFL forfeited its right to appoint an arbitrator. Accordingly, the Court appointed an independent arbitrator, reinforcing neutrality and procedural fairness in arbitration proceedings. [Read more](#)

## **Delhi High Court expands the Scope of 'Non-Arbitrability' under Section 34 of Arbitration Act for Re-Adjudication of Disputes**

Digressing from the now settled principle of minimum intervention by a court at the stage of appointment of arbitrator, the Delhi High Court, recently refused to appoint an arbitrator, in a case where the party was seeking re-adjudication of disputes, after the first award was set aside. The Court while referring to previous precedents and existing position of law, concluded that though the Arbitral Tribunal is the first preferred authority to determine the question pertaining to non-arbitrability, yet the referral Court may exercise its limited jurisdiction to refer arbitration cases which are ex-facie frivolous and where it is certain that disputes are not arbitrable.

The court also remarked that allowing parties to re-arbitrate is contrary to fair play and justice. [Read more](#)

## **Delhi High Court upheld the Award exempting Delhi International Airport Limited from paying Fees during the COVID-19 Pandemic**

The Delhi High Court recently upheld an arbitral award exempting Delhi International Airport Limited (DIAL) from paying annual fees to the Airports Authority of India (AAI) during the COVID-19 pandemic. The ruling, delivered by Justice Dinesh Kumar Sharma, not only reinforces the principle of force majeure (extraordinary event negating contractual obligations) but also extends DIAL's operational tenure by two years, acknowledging the catastrophic financial impact of the pandemic on the aviation industry. The arbitral tribunal, in a ruling in December 2023 had recognised COVID-19 as a force majeure, relieving DIAL of its financial burden from March 19, 2020, to February 28, 2022. [Read more](#)

## **Vice President flags Judicial Overreach in Arbitration and calls for Domain Experts to Restore Efficiency**

Addressing a colloquium at the India International Arbitration Centre, Vice President Jagdeep Dhankhar lamented that interventions under Article 136 of the Constitution, meant a narrow slit for special leave petitions, have become so expansive that the judicial “wall” has been demolished across all levels. He warned that this widespread interference burdens the arbitral process, undermining its intended promptness and especially impacting micro and small industries seeking an accessible resolution mechanism emphasising the need for participation of domain experts in arbitration, the Vice President referred to the observation of former Chief Justice of India D.Y. Chandrachud that arbitral process has become an “old boys club.” He also stressed on the need to have domain experts in arbitration cases, saying experts in varied areas can be utilised in handling complex matters involving commercial disputes. [Read more](#)

## **Acceptance of Goods under Tax Invoice implies Agreement to Arbitration: Delhi High Court**

The Delhi High Court Bench of Justice Manoj Kumar Ohri has held that the arbitration clause contained in the tax invoice itself is clear to the extent that acceptance of subject goods delivered under the invoice would amount to accepting the terms governing it, including the arbitration clause contained therein. The court observed that it is now a settled position in law that even if there is a doubt as to the existence of the arbitration agreement between the parties, the court ought to refer the parties to arbitration. The court further held that as long as a prima facie opinion can be formed as to the existence of an arbitration agreement between the parties and the facts point to mutual consent between them to be governed by it, the Court is bound to refer the dispute to arbitration. **[Read more](#)**

# International Commercial Arbitration

– Kartikey Tripathi & Inika Dular

## Swiss Top Court Upholds Arbitrators' Authority on Jurisdiction

In its decision of 6 August 2024, the Swiss Federal Supreme Court addressed a case concerning a dispute before a Slovenian arbitral tribunal. The tribunal had issued a negative jurisdiction ruling, and the Court held that Swiss courts must recognise such a decision, provided that the arbitral award is valid and formally recognised in Switzerland. Upholding the principle of kompetenz-kompetenz, the Court affirmed that arbitral tribunals have the authority to determine their own jurisdiction. It further clarified that formally recognised foreign arbitral awards, including those declining jurisdiction, are binding on Swiss courts and override prior conflicting Swiss court rulings on jurisdiction. Conversely, it emphasised that only such recognised arbitral awards, not Swiss court decisions, carry binding effect across Swiss judicial bodies. [Read more](#)

## U.S. Chamber Urges Supreme Court to Reconsider Sovereign Immunity in Exxon-Cuba Property Dispute

The U.S. Chamber of Commerce has submitted an amicus brief to the Supreme Court in support of Exxon Mobil's petition to overturn a D.C. Circuit decision that upheld sovereign immunity for Cuban entities, including Corporación CIMEX, S.A., in a property expropriation case. The D.C. Circuit held that Title III of the Helms-Burton Act does not independently abrogate foreign sovereign immunity; plaintiffs must demonstrate that an exception under the Foreign Sovereign Immunities Act (FSIA) applies. The Chamber argues that this interpretation hampers U.S. businesses' ability to seek redress under the Helms-Burton Act, which targets foreign entities that benefit from confiscated American properties. It further contends that the decision conflicts with established legal precedents and undermines the Act's intent to hold foreign actors accountable. [Read more](#)



## Venezuela Fails to Overturn \$8.5B ConocoPhillips Arbitration Award

An ICSID ad hoc committee has rejected Venezuela's bid to annul an \$8.5 billion arbitration award to ConocoPhillips over the 2007 expropriation of its oil projects. Venezuela's claims, including tribunal bias, overreach, and flawed damages, were all dismissed. The committee affirmed that the tribunal's reasoning was clear and fair, and excluded evidence wouldn't have changed the outcome. The total award amount has surpassed \$11 billion with accrued interest. The ruling, a major win for ConocoPhillips, also orders Venezuela to pay over \$6.4 million in legal costs incurred during the annulment process.

[Read more](#)

## Hong Kong Court Upholds Interim Measures in Support of ICDR Arbitration

In *Company A and another v Company C [2024] HKCFI 3505*, the Hong Kong Court of First Instance granted interim measures to preserve assets amid an ICDR arbitration seated abroad. Despite arguments for arbitral autonomy, the court ruled intervention was necessary due to the defendant's obstructive conduct and delays in finalising an escrow agreement. Emphasising the ancillary nature of judicial powers under section 45 of the Arbitration Ordinance, the decision reinforces Hong Kong's supportive approach to international arbitration through court-ordered interim relief. [Read more](#)

## Swiss Supreme Court Upholds Limits on Challenging Arbitral Awards

On 7 August 2024, the Swiss Federal Supreme Court (SFSC) in case 4A\_34/2024 reaffirmed the narrow grounds for appealing international arbitral awards under Swiss law. The case involved a dispute over a 1985 gas contract between Dutch and German companies. The appellant argued that the arbitral tribunal had misinterpreted aspects of the case. However, the SFSC emphasised that it is bound by the tribunal's findings of fact and cannot reassess them, even if they are allegedly incorrect.

This decision reinforces the limited scope for challenging awards and highlights the strong principle of finality that characterises arbitration proceedings seated in Switzerland. [Read more](#)

## **EU Escalates Legal Shield Against Russian Arbitrazh Court Rulings**

The EU's 15th sanctions package introduces Article 11c to Regulation (EU) No 833/2014, which specifically prohibits the recognition and enforcement of decisions by Russian arbitrazh courts based on Article 248 of the Russian Arbitrazh Procedural Code. This provision targets anti-suit injunctions and fines designed to undermine EU sanctions, reinforcing legal barriers even when EU parties are not involved in Russian proceedings. By closing potential loopholes that could have permitted enforcement in jurisdictions lacking reciprocity, the regulation strengthens the EU's public policy stance and aligns with international legal norms to prevent the circumvention of its sanctions regime against Russia. [Read more](#)

## **Hong Kong Court Upholds Arbitration for Non-Signatories**

The Hong Kong Court of First Instance has affirmed the enforceability of arbitration agreements involving non-signatories in the case of *Techteryx Ltd v Legacy Trust Company Ltd and Others* [2025] HKCFI 665 and [2025] HKCFI 787. Under Article 8(1) of the UNCITRAL Model Law, the court granted stay applications, highlighting that a prima facie case demonstrating the existence of an arbitration agreement is sufficient for a stay, even if the applicant or plaintiff is not a direct party to the agreement. The judgement has highlighted the efficacy of arbitration clauses in commercial disputes, allowing non-signatories to compel arbitration when claims are closely related to the underlying agreements, thereby enhancing the efficiency of dispute resolution. [Read more](#)

## **Judicial Review of SIAC Registrar's Administrative Decision Impermissible: Singapore HC**

In *DMZ v DNA [2025] SGHC 31*, the Singapore High Court ruled that the Registrar's decisions are administrative and not subject to court review. The ruling essentially shields allegations with regards to institutional management of arbitration proceedings u/s 34(2)(a)(iv) of UNCITRAL model law from direct judicial review. Through the ruling, the court emphasized that parties to SIAC arbitrations waive their rights to appeal or challenge the Registrar's administrative decisions under the SIAC Rules. [Read more](#)

## **Singapore HC sets Guidelines on World-wide Ex-parte Mareva Injunction for Dispute Under Arbitration**

In the case of *Novo Nordisk A/S v KBP Biosciences Pte Ltd and another ([2025] SGHC(I) 3)*, the Singapore International Commercial Court granted a worldwide Mareva injunction in favor of Novo Nordisk A/S. The injunction is aimed at preventing the dissipation of assets by KBP Biosciences Pte. Ltd. and its director, Dr. Huang Zhenhua, ahead of a New York-seated arbitration. The Court noted that Singapore's law allows to fill the gap between law in New York courts, which does not allow a worldwide injunction and the stage before constitution of arbitral tribunal, when emergency arbitration could be done. [Read More](#)

## **Singapore Ministry of Law seeks Public Comment on IAA**

The Singapore's Ministry of Law has sought views on the existing International Arbitration Act, 1995. The action is commensurate with the 30<sup>th</sup> anniversary of the law. Singapore remains a sought-after destination for commercial arbitrations, enhancing the need for a robust and up-to-date legal framework. The comments sought are based on the Singapore International Dispute Resolution Academy's commissioned study.

The consultation paper outlines eight key issues for deliberation, including the cost implications post-setting aside of an award and the reduction of the statutory period for filing a setting aside application. [Read more](#)

## **Hong Kong revamps Regulation for Ease of Doing Arbitration**

In a bid to enhance the framework for travel and visa of Arbitration personnel and related person, Hong Kong Government has liberalised policy on Arbitration-related travel. The pilot project called “Facilitation for Persons Participating in Arbitral Proceedings in Hong Kong”, launched in June, 2020 has been regularised. Further, changes have been brought to the Scheme. The new policy has a expanded scope of person allowed to visit, now including Tribunal secretaries. Further, the Scheme now covers all arbitrations with venue in the region, regardless of the seat. [Read more](#)

# Investment Arbitration

– Kritvee Sharma & Adanya Rawat

## **SIAC implements 2025 Arbitration Rules with key procedural reforms**

On January 1, 2025, the Singapore International Arbitration Centre (SIAC) introduced its 7th Edition Arbitration Rules, effective for all arbitrations commenced from that date. The updated rules include a new Streamlined Procedure for disputes up to SGD 1 million (around USD 740,000), enabling faster resolution with a sole arbitrator and a three-month award deadline. The Emergency Arbitration Procedure now allows ex-parte reliefs, such as asset freezes, without prior notice. The rules also strengthen arbitrator appointment and challenge processes to ensure fairness, require mandatory disclosure of third-party funding, and promote mediation. Additionally, SIAC launched the “SIAC Gateway,” a digital platform for case management and filings. These changes aim to enhance efficiency, transparency, and cost-effectiveness in international arbitration. [Read more](#)

## **UNCITRAL Working Group III Discusses ISDS Reforms in Vienna**

Between January 20 and 24, 2025, UNCITRAL’s Working Group III convened in Vienna for its 50th session to explore reforms to investor-state dispute settlement (ISDS). Delegates focused on the draft statutes for a permanent investment court and appellate mechanism. Discussions included procedural norms such as timeframes for raising jurisdictional objections, bifurcation processes, interim relief, and obligations for third-party funding disclosure. A significant agreement was reached on extending the period to raise preliminary objections from 45 to 60 days, aimed at providing parties with greater procedural certainty. The draft appellate mechanism also received attention, particularly its ability to unify inconsistent rulings. Observers hailed the session as a major step toward codifying global ISDS reforms into enforceable international law.

The Group's outcomes are expected to inform future treaty negotiations and influence global perceptions on investment arbitration fairness and efficiency.

[Read more](#)

## **European Commission Advances Multilateral Investment Court Initiative**

On January 14, 2025, the European Commission held a stakeholder meeting to discuss the ongoing development of a Multilateral Investment Court (MIC), a global forum intended to replace the current investor-state dispute settlement (ISDS) regime. The event brought together legal experts, civil society representatives, and government officials to evaluate structural and procedural features of the MIC, including transparency measures, selection of judges, and appeal mechanisms. The initiative is part of the EU's broader effort to promote a more rules-based, impartial, and permanent alternative to ad hoc arbitration tribunals. Concerns addressed included legitimacy, consistency of rulings, and accessibility of justice for smaller nations and investors. Participants emphasized the importance of balancing investor protection with the right of states to regulate in public interest. The Commission reaffirmed its commitment to ongoing UN discussions under UNCITRAL Working Group III and encouraged broader global participation. [Read more](#)

## **Australian Court Upholds India's Sovereign Immunity in Investment Arbitration**

On January 31, 2025, the Full Court of the Federal Court of Australia ruled in *Republic of India v. CCDM Holdings, LLC* that India is immune from enforcement of a US\$111 million arbitral award issued under the India-Mauritius Bilateral Investment Treaty. The court determined that India's reservation under Article I(3) of the New York Convention—applying the Convention only to disputes arising from legal relationships considered commercial under Indian law—precludes enforcement of awards arising from non-commercial disputes. The dispute in question involved the annulment of a contract between an Indian state-owned entity and a private company, deemed non-commercial under Indian law. This decision



discussed the importance of a state's reservations under international treaties in determining the enforceability of arbitral awards. [Read more](#)

## **India-UAE Bilateral Investment Pact Reduces Arbitration Window to 3 Years**

On February 13, 2025, India and the United Arab Emirates signed a comprehensive bilateral investment agreement revising key dispute resolution mechanisms. One of the central changes is the reduction of the time limit for foreign investors to seek arbitration from five years to three years, marking a shift toward expedited dispute resolution. In addition, the agreement extends protections to portfolio investments, including listed equity and debt instruments, which had been excluded in earlier treaties based on India's 2016 model BIT. Union Commerce Minister Piyush Goyal emphasized that the new framework aligns with India's objective of providing stable and investor-friendly legal protections while maintaining its regulatory autonomy. Analysts view this as a strategic move to attract UAE investments and reassure foreign stakeholders following recent arbitration claims against India. The deal reflects India's evolving approach to balancing investor rights and sovereign interests.

[Read more](#)

## **India's Draft Arbitration Bill Aims to Boost Investment Arbitration Framework**

In February 2025, India's push to modernize its arbitration landscape gained momentum through the Draft Arbitration and Conciliation (Amendment) Bill, 2024. With a sharp focus on enhancing its standing as a global investment arbitration hub, the bill proposes enforceable emergency arbitration—empowering parties to obtain urgent relief before tribunal formation. It also introduces an appellate arbitral tribunal to reduce court interference, a move seen as crucial to investor confidence. Provisions mandating strict timelines for arbitrator appointments and jurisdictional decisions aim to ensure speed and certainty in dispute resolution. The bill strengthens institutional arbitration via oversight by the Arbitration Council of India.

However, its extension of the ‘patent illegality’ ground to international arbitrations seated in India has drawn criticism for potentially inviting greater judicial scrutiny.

## **UK Enacts Arbitration Act 2025 to Reinforce London's Global Arbitration Hub Status**

On 24 February 2025, the UK formally adopted the Arbitration Act 2025, aiming to modernise arbitration law and sustain London's reputation as a premier seat for international commercial disputes. The Act follows a two-year consultation led by the Law Commission and introduces targeted reforms to the Arbitration Act 1996. Key changes include: empowering arbitrators to issue summary awards and emergency relief; codifying a continuous duty of disclosure for arbitrators; curbing de novo jurisdictional challenges in courts; and establishing a clear default rule on the governing law of arbitration clauses, favouring the law of the seat. With global arbitration competition rising, the £2.5 billion UK arbitration sector is set to benefit from this timely and strategic legal update. [Read more](#)

## **MCA Extends Dematerialization Deadline for Private Companies to June 2025**

On 12 February, the Ministry of Corporate Affairs (MCA) has extended the deadline for mandatory dematerialization of securities by private companies (excluding small companies) from 30 September 2024 to 30 June 2025. As per the amended Companies (Prospectus and Allotment of Securities) Rules, 2014, private companies must dematerialize all securities and issue only in demat form after the due date. Security holders must also hold dematerialized securities before transferring or subscribing post-deadline. Due to the complexity of the process—opening demat accounts, obtaining ISINs, and coordinating with depositories—many companies failed to comply by the initial date. The extension offers temporary relief, but companies are urged to complete dematerialization promptly to ensure regulatory compliance and avoid future disruptions. [Read more](#)

## **Amsterdam Court Enforces ICC Award in Mammoet v. Basra Oil Company Dispute**

On 11 February 2025, the Amsterdam Court of Appeal granted Dutch firm Mammoet's request to enforce a 2021 ICC arbitral award against Iraq's Basra Oil Company (BOC). The case stemmed from a 2013 agreement for the removal of a sunken oil tanker off Iraq's coast. Disputes over delays and costs led to arbitration in 2018, with Mammoet awarded USD 85 million and BOC receiving USD 37 million on a counterclaim. BOC challenged enforcement, citing lack of jurisdiction and public policy violations due to alleged bribery. The Court rejected these arguments, affirming the tribunal's jurisdiction and acknowledging that the tribunal had already penalised Mammoet for its misconduct. Enforcement was granted, net of BOC's counterclaim award.

**[Read more](#)**

## **ICSID Tribunal Finds Denial of Justice in Bachar Kiwan v. Kuwait but Awards No Damages**

On 10 March 2025, the ICSID tribunal in Bachar Kiwan v. Kuwait found that Kuwait violated its obligations under the France-Kuwait BIT by denying due process and committing a denial of justice. Kiwan's conviction for human trafficking was deemed legally baseless, as he was the object, not the perpetrator, of the alleged smuggling. The tribunal also criticized the flawed handling of defamation and corporate disputes linked to political influence by Sheikh Sabah. Although no damages were awarded, Kuwait's USD 6.6 million claim for arbitration costs was rejected, with the tribunal highlighting inequality of arms and procedural unfairness. The decision underscores the importance of fair judicial treatment and reinforces international legal standards protecting investors against arbitrary state actions. **[Read more](#)**

## **India to Revise Model BIT to Boost Investor Confidence and Balance Sovereignty**

In the 2025 Union Budget, India announced a revision of its 2015 Model Bilateral Investment Treaty (BIT) to make it more investor-friendly while safeguarding regulatory autonomy. The move addresses concerns like the narrow definition of investment, rigid ISDS provisions, and discouraging FDI climate. The revised BIT aims to include stronger dispute resolution mechanisms, a flexible exhaustion of local remedies clause, sector-specific provisions, and incentives for sustainable and digital investments. With ongoing trade talks with the EU, UK, and others, the update aligns India with global investment trends. It also seeks to prevent treaty shopping and litigation abuse while attracting high-value investments. This revision positions India to enhance investor confidence and promote long-term economic growth. [Read more](#)

## **South32 Seeks Enforcement of ICSID Award Against Colombia in US Court**

On March 4, 2025, South32 SA Investments, a UK subsidiary of Australia's South32 Limited, approached the US District Court in Washington, D.C. to enforce an ICSID arbitral award against Colombia. The dispute originated under the UK-Colombia BIT after Colombia imposed retroactive royalties on Cerro Matoso S.A. (CMSA), a South32 subsidiary operating a nickel mine. In June 2024, the ICSID tribunal ruled that eight of the nine measures breached Colombia's obligation to ensure fair and equitable treatment (FET), awarding South32 USD 4.5 million in historical damages and over USD 5 million in arbitration costs. While Colombia has partially paid USD 629,367, South32 now seeks full enforcement of the award, including compensation for potential future damages. [Read more](#)

# Mediation

– Raima & Aarav Singhal

## **Indian Council of Arbitration's New Mediation Rules aim to revolutionize Commercial Dispute Resolution in India**

A recent symposium highlighted the potential of commercial mediation to accelerate India's economic growth, particularly in light of the 2023 Mediation Act. The ICA unveiled its new mediation rules, designed to provide a faster and more cost-effective alternative to litigation, with a focus to promote institutional mediation. Speakers, including government officials and senior advocates, emphasized the importance of mediation in resolving complex business disputes efficiently and confidentially. The new rules, alongside the Mediation Act, 2023, aim to encourage wider adoption of mediation, contributing to a more streamlined and business-friendly environment in India, and expand its scope to include community disputes. [Read more.](#)

## **Stockholm Chamber of Commerce updates its Mediation Rules, aiming for Greater Efficiency**

The Stockholm Chamber of Commerce (SCC) has revised its Mediation Rules, effective January 1, 2025, with a focus on enhancing procedural efficiency and cost predictability. Key changes include a new fixed administration fee of EUR 4,000 and a fixed mediator fee of EUR 16,000, replacing a previous system with variable fees. This aims to provide greater transparency and ensure that institutional costs do not exceed mediator compensation. The revised rules maintain the voluntary nature of mediation, requiring consent from all parties to proceed. These updates are intended to make SCC mediation a more attractive option for parties seeking a swift and cost-effective means of dispute resolution. [Read more](#)

## **Supreme Court to Decide on Dismissal of Commercial Suits Skipping Mediation**

The Supreme Court is set to examine a critical legal question concerning whether commercial suits be dismissed if parties fail to undergo pre-institution mediation, as required by Section 12A of the Commercial Courts Act. The issue arose in *Novenco Building and Industry A/S vs. Xero Energy Engineering Solutions Private Limited & Anr.* The court will determine whether such suits should be rejected outright or temporarily suspended to allow for mediation. This follows a previous Supreme Court ruling that deemed Section 12A mandatory, potentially leading to suit rejections for non-compliance. The Court has directed the parties to attempt mediation while it considers the matter. [Read more](#)

## **Hong Kong to Host Signing of International Mediation Organization Convention in 2025**

In 2025, Hong Kong will be the venue for the signing of the Convention on the Establishment of the International Organization for Mediation. This convention marks a significant step towards formalizing and promoting mediation as a key method for resolving international disputes. The new organization aims to provide a framework for international mediation practices, potentially streamlining cross-border commercial disputes and fostering greater confidence in mediation as an alternative to litigation and arbitration. The convention is expected to draw participation from numerous countries, solidifying Hong Kong's position as a hub for international dispute resolution. [Read more](#)

## **London considers New Bodies to boost Dispute Resolution and Mediation Standards**

The Lady Chief Justice is exploring the establishment of a new London Dispute Resolution Committee and a Mediation Council. These proposed bodies aim to create a more integrated approach to dispute resolution and elevate the standards for mediators.



The initiative reflects a move towards a more considered strategy for dispute resolution in the UK, drawing lessons from international practices. Lady Carr suggests that, to secure these benefits, the UK should take a considered approach and learn lessons from other jurisdictions, including Singapore and India. The focus is also on the Singapore Convention, signed by the UK but not yet ratified, which aims to enforce international settlement agreements reached through mediation. [Read more](#)

## **United Kingdom Court orders Mediation at Pre-Trial Review, encouraging Early Dispute Resolution**

In a recent case, a UK court ordered parties to engage in mediation at a pre-trial review hearing. This decision underscores a growing trend towards encouraging alternative dispute resolution methods, particularly mediation, early in the legal process. The court's action aims to facilitate quicker and more cost-effective resolutions, potentially reducing the burden on the court system and promoting amicable settlements between parties. This reflects a broader effort within the UK legal framework to integrate mediation as a standard part of the litigation process. The parties were advised to resolve the matter and report to the court the outcome accordingly. [Read more](#)

## **Mediation's rising Role in Dispute Resolution at Riyadh International Disputes Week 2025**

At Riyadh International Disputes Week, experts from the dispute resolution industry, including lawyers, ADR practitioners, legal advisors, judges and representatives from both local and internal public and private sectors are brought together for insightful discussions. At the 2025 edition of the same, international experts highlighted mediation as a growing force in resolving disputes. The panel underscored its capacity to facilitate conversation, lower expenses, and end disputes peacefully. Although enforcement and cost concerns in unsuccessful cases still exist, the Singapore Convention on Mediation was viewed as progress. Experts are hopeful that mediation will have a greater role in resolving international commercial disputes. [Read More](#)

## **Justice A.K. Sikri predicts Mediation as Mainstream Dispute Resolution by 2030**

Justice A.K. Sikri at the G.L. Sanghi Memorial Lecture 2025 pointed out that mediation will become the mainstream way of dispute resolution by 2030. Highlighting its cost savings and efficiency, he advocated for increased usage. A discussion session with Justice Manmohan and Mukul Rohatgi as participants touched upon mediation as a proper vocation, underlining training and institutional backup. The occasion also witnessed the unveiling of a mediation-themed calendar and attracted a sizeable crowd, both in attendance and virtually. This also focused upon expanding the role of courts for promoting mediation. Further, it was also considered as a possible career option. [Read more](#)

## **United Kingdom High Court orders First-Ever Forced Mediation in Landmark Trademark Case**

In a ground breaking decision, the UK High Court directed forced mediation in *Superdry Plc v City Football Group Ltd*, the first time courts have been able to direct mediation. Justice Miles focused on how mediation can "crack even the hardest of nuts." While City Football Group initially opposed, the case was resolved successfully through mediation, illustrating the judiciary's increasing push for alternative dispute resolution. This is in concurrence to the decision of the court in earlier cases, where it has been held that the court has the power to order unwilling parties to resolve to alternate dispute resolution, owing to better fulfilment of the interests of the parties. [Read more](#)

# CASE COMMENT

**Jagat Singh Manot v. The Municipal Commissioner,  
Kolkata Municipal Corporation & Ors.**

– Syed Raiyyan & Swastika Saha Chowdhury

## Introduction

Arbitration is a more favoured path to the resolution of private disputes, particularly those related to commercial and contractual matters. It is a known fact that the arbitral award passed by the arbitrator is binding on the parties. However, the question arises when the dispute involves a third party. This is where the courts have to differentiate between contractual freedom and statutory obligations. This is further complicated when it has to be decided whether the matter and the concerned award affect rights in personam (rights affecting private individuals) or rights in rem (rights affecting the public at large).

This is where the judgement of Jagat Singh Manot Versus The Municipal Commissioner, Kolkata Municipal Corporation And Ors by the Calcutta High Court comes into the picture. The dispute arises from awards of an arbitration proceeding and the Kolkata Municipal Corporation's refusal to comply with the same. The case addresses the arbitrability of disputes under Section 31 of the Specific Relief Act of 1963 and whether the award which is personam in nature is binding on the parties. This comes under Section 35 of the Arbitration and Conciliation Act, 1996.

Section 31 of the Specific Relief Act, 1963 allows a person to sue to have a written instrument declared void or voidable. Section 35 of the Arbitration and Conciliation Act, 1996 states that an arbitral award is final and binding on the parties and those claiming through them. The authors aim to analyse the recent Calcutta High Court case against the backdrop of these tenets under the Arbitration and Conciliation Act.

## **Facts of the Case**

The petitioner of the present case, Jagat Singh Manot and his deceased wife jointly owned a property. The private respondents were the owners of a separate land. Both parties with the intention to amalgamate their properties executed a registered Deed of Exchange on the 26<sup>th</sup> of March 2012. Through this, they transferred the ownership of their undivided shares in their respective properties.

After this, both parties approached the Kolkata Municipal Corporation (“KMC”) in order to formalize the previously mentioned amalgamation. This was approved by the Corporation. The ownership of the joint property now belonged to the petitioner, his wife and the respondents.

Following this, all parties entered into a Development Agreement with a contractor to construct a new building on this property. Disputes arose regarding this, for which both the petitioner and the respondent resorted to the Arbitration clause in the agreement. The sole appointed arbitrator issued two orders cancelling both the Development Agreement and the Deed of Exchange. Consequently, the petitioner requested the Corporation to de-amalgamate the properties, but KM contended that the Deed of Exchange remained legally valid and enforceable. This led to the petitioner to file the present writ petition to the Calcutta High Court, in order to seek judicial interference for the de-amalgamation of the properties by the KMC.

## **Legal Issues**

The issues before the Calcutta High Court were two:

*Firstly*, whether disputes under Section 31 of the Specific Relief Act, 1963 with regard to the cancellation of instruments are arbitrable in nature or not.

*Secondly*, whether the arbitration awards cancelling the Deed of Exchange is binding on third parties, which is the Kolkata Municipal Corporation and whether their refusal to follow the arbitral awards was valid or not.

## **Judgement**

Responding to the petition, the Hon'ble Bench of Justice Gaurang Kanth, held, with regard to the first issue, that disputes under Section 31 of the Specific Relief Act 1963 are arbitrable in nature, The court observed that since disputes under this section are generally with regard to rights in personam, arbitration is the appropriate forum for resolving such issues.

Further, the court analysed the binding nature of the arbitral awards on third parties and whether the refusal by the KMC was justified in nature. With regard to this, the court ruled that the awards passed by the arbitrator are personam in nature. This implies that these are applicable only on the parties to the arbitration as they only determined the rights and obligations of the parties involved. Hence, KMC was not liable to follow the awards and de-amalgamate the properties, as it was a third-party to the arbitration proceedings. The court held that, if, in case, the awards were in rem or affected the rights of public, KMC would have been legally obligated to follow the awards. However, without a universal applicability of the awards, refusal by the KMC to comply with them and de-amalgamate the properties was held to be justified.

## **Analysis and Impact**

The judgment offers clarity on an often-contested intersection between arbitration law and statutory property law, particularly in cases where arbitral outcomes seek to affect property rights involving third parties. What stands out in this case is the court's reaffirmation of the in personam–in rem distinction in the enforceability of arbitral awards.



The judgment aligns with the precedent set by the Supreme Court in *Deccan Paper Mills Co. Ltd. v. Regency Mahavir Properties & Ors*, where it was clearly held that proceedings under Section 31 of the Specific Relief Act are in personam, and hence, their consequences are limited to the parties involved. Arbitrators, being private adjudicators, do not wield the jurisdiction to bind entities who are not party to the arbitration agreement. This would naturally apply to public authorities as well.

In this sense, the court has taken a pragmatic view—safeguarding both the integrity of private arbitration and the public interest protected through municipal oversight. Allowing an arbitral award to override the statutory responsibilities of a municipal body like the KMC would have risked undermining Section 17 of the Registration Act, 1908, which mandates that cancellation of a registered document must either be through another registered deed or a decree of a competent court.

This decision also reinforces the interpretation provided by the Supreme Court in *Booz Allen & Hamilton Inc. v. SBI Home Finance Ltd.*, where it was held that rights in personam are arbitrable, but rights in rem are not. The High Court adeptly distinguishes the two, emphasizing that while the arbitrator had jurisdiction to cancel the Deed of Exchange between the private parties, such a cancellation could not bind a third party (the KMC) without due legal process. The decision should act as a cue to parties while entering into contract that may involve third parties. When entering into any arbitration agreement it becomes important to keep in mind the rights of and obligations towards third-parties who are not part of the arbitration.

## Conclusion

The judgment acts as a reminder that arbitration, while efficient and private, is not akin to Court proceedings and the final resolution shall not be considered a court's directive.

Thus, while arbitration awards have binding powers over the parties, no such authority exists over third-parties. Therefore, its outcomes must respect statutory mechanisms and the legal interests of non-parties. The ruling balances contractual autonomy with public accountability, striving for a fair balance between private dispute resolution and public administrative law.

For litigants and legal practitioners, this case highlights the need to pursue civil suits or mutually executed registered deeds for the cancellation of property documents, even if such issues have already been resolved in arbitration. The court has set a clear precedent: arbitral awards, unless they create or extinguish rights in rem, cannot be imposed on third parties—especially statutory bodies like municipal corporations.

# CADR Spotlight

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



## Upcoming Events

### 7th Sports and Entertainment Law Mediation Competition

After the successful organization of 6th RGNUL SEMC, The Centre for Alternative Dispute Resolution is all geared up to welcome eager scholars around the nation to yet another season of mediation battle where participants showcase their brilliancy through excellent negotiating and mediating skills. Interesting yet mind-boggling propositions await them, that will push the participants to go the extra mile and present their prowess before an all-stars jury composed of eminent advocates, academicians and other legal luminaries. The Seventh Edition in partnership with Zeus Law Associates is scheduled to take place in offline format from 25th to 27th April, 2025.



## Completed Events

### Online Certificate Course in Sports Law & Dispute Resolution

The Online Certificate Course in Sports Law & Dispute Resolution was organized by the Centre for Alternative Dispute Resolution (CADR) in collaboration with Dr. P. C. Markanda Chair on Alternative Dispute Resolution at Rajiv Gandhi National University of Law (RGNUL), Punjab. Spanning over three months, the course provided an in-depth understanding of the legal landscape governing the sports industry through structured sessions led by seasoned professionals and legal experts. Designed for both working professionals and students, the course combined theoretical knowledge with practical insights into handling legal issues and disputes in sports. More than 30 participants from top universities and professional backgrounds took part in the program.





# Completed Events

## Online Certificate Course in Mediation

The Online Certificate Course in Mediation, organized by the Centre for Alternative Dispute Resolution (CADR), spanned over a period of three months, from 16<sup>th</sup> November 2024 to 19<sup>th</sup> January 2025. Designed to provide an in-depth understanding of mediation as a dispute resolution mechanism, the course comprised multiple structured sessions conducted by seasoned professionals and legal experts from across the country. These sessions focused on equipping participants with the theoretical knowledge and practical skills necessary for effectively handling disputes through mediation. The course was carefully curated to cater to both working professionals and students, ensuring a comprehensive learning experience for all.

More than 10 participants from top universities and professional backgrounds took part in the program. These individuals included undergraduates, legal practitioners, and other professionals interested in Alternative Dispute Resolution (ADR). The course was conducted by more than 12 distinguished resource persons, all of whom are esteemed legal professionals in the field of ADR. Their expertise was drawn from renowned law firms and organizations, including Khaitan & Co., Kove Global LLP, DSK Legal, Argus Partners, and many more. These professionals provided insights based on their real-world experiences, ensuring that learners received practical exposure to contemporary mediation practices.



# Completed Events

## RGNUL Intra Mediation 2025

The Centre for Alternative Dispute Resolution (CADR) at RGNUL recently held the Intra Client Counselling Competition 2024 on 18th-19th September. This event offered RGNUL students an opportunity to engage in simulated client interactions, sharpening essential skills in client communication, ethics, and problem-solving—key aspects for aspiring lawyers.

With over 250 students participating, this year's competition marked a significant increase in interest, underscoring a collective commitment to experiential learning. Participants handled realistic scenarios, offering professional and empathetic legal advice, all within a collaborative and competitive environment. This experience has furthered CADR's mission to equip students with practical lawyering skills, preparing them for future challenges in legal practice.



## Achievements

### **Best Mediator & Spirit of the Tournament | 4<sup>th</sup> NALSAR Mediation Tournament, 2025**



*A team comprising Rasleen Kaur (Batch of '27), R Dayasakthi and Mustafa Topiwala (Batch of '28) bagged the Spirit of the Tournament Award at the 4<sup>th</sup> NALSAR Mediation Tournament, organised by the National Academy of Legal Studies and Research, Hyderabad. Additionally, Rasleen emerged as the Best Mediator. We applaud the team's achievement and wish them all the best in their future pursuits!*

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## Achievements

### **Semi-Finalists | 6th GNLU Annual Legal Services Forum Mediation Competition, 2025**



*The negotiating pair comprising Aashi Sharma (Batch of '28) and Priyal Jain (Batch of '28) emerged as Semi-Finalists in the 6th GNLU Annual Legal Services Forum Mediation Competition organised by the Gujarat National Law University, Gandhinagar. Hats off to the team for their success, and we hope they continue to excel in the future!*

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## Achievements

### **3rd Position, India Rounds | Louis M. Brown and Forrest S. Mosten International Client Counselling Competition, 2025**



*Congratulations to Qazi Ahmad Masood (Batch of '27) and Anmol Tyagi (Batch of '27) for securing the 3rd position in the India Rounds of Louis M. Brown and Forrest S. Mosten International Client Counselling Competition, 2025, hosted by Lloyd Law College, Noida. Wishing the team continued success in their future endeavors!*

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## Achievements

### Runners-Up | 7th Annual Law Festival of CPJ School of Law, Loi Fiesta, 2025



*A team comprising Avishi Shukla (Batch of '29) and Riya Mishra (Batch of '29) received the Runners-Up award in the Client Counselling segment of 7th Annual Law Festival, organised by the CPJ Law School, Delhi. Congratulations to the team!*

## Achievements

### **Semi-Finalist | Parul International Mediation Competition, 2025**



*A negotiating pair comprising Aditi Saxena (Batch of '28) and Kavya Mittal (Batch of '28) emerged as Semi-Finalists in the Parul International Mediation Competition, 2025, organised by the Parul Institute of Law, Gujarat. We applaud the team's achievement and wish them all the best in their future pursuits! We commend the team on this great achievement and wish them continued success ahead!*

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## Achievements

### **Runners-Up | Concord Challenge Legislations Mediation Competition, 2025**



*A team of Priyanshee Gehlot (Batch of '28) and Celina Kuujur (Batch of '28) finished as Runners-Up in the Concord Challenge Legislations Mediation Competition, 2025. We congratulate the team and wish them the best of luck for future events!*

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## Achievements

### **Best Mediator | XIII NLIU-INADR International Mediation Tournament, 2025**



*Ishani Chakraborty (Batch of '27) emerged as the Best Mediator in the coveted XIII NLIU-INADR International Mediation Tournament, 2025, organized by the National Law Institute University, Bhopal. Congratulations to her and best of luck for future events!*

## Achievements

### **Quarter-Finalist | Justice J.S. Verma Memorial ADR & Client Counselling Competition, 2025**



*A team consisting of Jayesh Singh (Batch of '29) and Anushika Peer (Batch of '29) emerged as Quarter-Finalists in the Justice J.S. Verma Memorial ADR & Client Counselling Competition, 2025. organised by Maharaja Agrasen Institute of Management, Delhi. We wish them the best of luck for future competitions!*

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## Achievements

### **Quarter-Finalist | 2nd ICFAI Mediation Competition, 2025**



*A team comprising Chirkankshit Bulani (Batch of '27) and Aryan Gupta (Batch of '28) emerged as Quarter-Finalists in the 2nd ICFAI Mediation Competition, 2025, organised by ICFAI University, Dehradun We wish them the best of luck for future endeavours!*

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