



CADRadar

CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION

Quarterly Newsletter

Volume VII, Issue 4



April-June 2026

In this Issue:

News Updates | ADR Sectoral Spotlight | Case Comment: Home Care v. Haresh | CADR Spotlight

Table of Contents

About CADR.....	1
Updates.....	2
◦ <i>Domestic Arbitration</i>	3
◦ <i>International Commercial Arbitration</i>	8
◦ <i>Investment Arbitration</i>	14
ADR Sectoral Spotlight.....	20
<i>This Issue's Sector in focus is INTELLECTUAL PROPERTY</i>	
Case Comment.....	24
CADR Spotlight.....	31
◦ <i>Upcoming Events</i>	32
◦ <i>Completed Events</i>	34
◦ <i>Achievements</i>	35



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 Fourth Issue 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

– Harshdeep Singh & Purvi

Supreme Court Clarifies that the Seat, Not Venue, Determines Supervisory Jurisdiction in J&K Economic Reconstruction Agency v. Rash Builders India Pvt Ltd.

In J&K Economic Reconstruction Agency v. Rash Builders India Pvt Ltd., 2026 INSC 368 (Supreme Court, April 15, 2026), the dispute arose from an agreement for road infrastructure projects, leading to arbitration. The Tribunal recorded the parties' agreement on Srinagar as the seat and New Delhi as the venue of the arbitration. The Jammu and Kashmir High Court returned the challenge petition, holding that the courts in New Delhi alone had territorial jurisdiction. The issue concerned whether the seat or venue determines supervisory jurisdiction. The Supreme Court held that Courts at Srinagar alone had jurisdiction, since an agreed seat remains fixed regardless of where hearings occur. [Read More](#)

Supreme Court holds an Arbitration Clause Using “Can” Creates No Binding Obligation in Nagreeka Indcon Products Pvt Ltd. v. Cargocare Logistics (India) Pvt Ltd.

In Nagreeka Indcon Products Pvt Ltd. v. Cargocare Logistics (India) Pvt Ltd., 2026 INSC 384 (Supreme Court, April 17, 2026), the dispute arose from a contract to transport foil containers. Nagreeka sought appointment of an arbitrator under Section 11 as Cargocare delivered them without the original Bill of Lading, whose Clause 25 said disputes “can” be settled by arbitration. The Bombay High Court dismissed the application. The issue concerned whether using the word “can” constitutes a binding arbitration agreement. The Supreme Court dismissed the appeal, holding that “can” means capacity or factual possibility and requires mutual consensus to arbitrate. [Read More](#)

Supreme Court Holds Rejection of Jurisdictional Plea Not Challengeable Before Final Award in M/S MCM Worldwide Pvt Ltd. v. M/S Construction Industry Development Council

In M/S MCM Worldwide Pvt Ltd. v. M/S Construction Industry Development Council, 2026 INSC 425 (Supreme Court, April 21, 2026), a recovery suit on some Memoranda of Understanding was referred to arbitration under Section 8. The Tribunal rejected the respondent's subsequent Section 16 plea contending that the claims were time-barred, and the respondent invoked Section 34. The issue was whether an arbitral tribunal's order rejecting a plea of lack of jurisdiction can be challenged during the pendency of the arbitration proceedings. The Supreme Court held that it cannot be challenged during the pendency of the proceedings, and that the remedy lies only after the final award has been rendered. [Read More](#)

Supreme Court Holds Unsuccessful Party Can Seek Post-Award Interim Relief under Section 9 in Home Care Retail Marts Pvt Ltd. v. Haresh N. Sanghavi

In Home Care Retail Marts Pvt Ltd. v. Haresh N. Sanghavi, 2026 INSC 415 (Supreme Court, 24 April 2026), the appeals arose from a Bombay High Court decision, relying on Dirk India Pvt Ltd. v. Maharashtra State Electricity Generation Co. Ltd., 2013 SCC OnLine Bom 481, and Nussli Switzerland Ltd. v. Organizing Committee Commonwealth Games 2010, 2014 SCC OnLine Del 4834, holding that an unsuccessful party could not seek post-award relief under Section 9. The Supreme Court held that "a party" under Section 9 includes any party to the arbitration agreement, including an unsuccessful party. However, relief may be granted only in rare and compelling circumstances. [Read More](#)

Supreme Court Declines to Interfere with High Court's Restoration of Arbitral Award in Bangalore Metro Rail Corporation Ltd. v. Navayuga Engineering Company Ltd.

In Bangalore Metro Rail Corporation Ltd. v. Navayuga Engineering Company Ltd., 2026 SCC OnLine SC 874 (Supreme Court, May 12, 2026), the dispute arose from a construction contract for elevated metro structures, leading to arbitration. The Tribunal awarded Navayuga, among other sums, ₹40.01 crores as finance charges. The Commercial Court set aside that portion, but the High Court restored the award entirely. The issue concerned whether courts exercising jurisdiction under Section 34 or Section 37 can reassess evidence. The Supreme Court, dismissing the petition, found no ground to interfere and reiterated that Sections 34 and 37 do not permit re-examination of evidence, as it violates the principle of minimal judicial interference. [Read More](#)

Supreme Court upholds arbitrator's extended mandate, bars compound interest under Section 33, in Gujarat Water Supply and Sewerage Board v. Saryu Plastics Pvt. Ltd.

In Gujarat Water Supply and Sewerage Board v. Saryu Plastics Pvt. Ltd., 2026 INSC 552 (Supreme Court, May 26, 2026), an arbitrator's six-month mandate was extended by consent, then unilaterally three times; the Board never objected and kept participating. On review, the Commercial Court replaced simple pendente lite interest with compound interest, raising liability from ₹30.38 crore to ₹144.93 crore. The Court held the mandate subsisted, as the Board had tacitly agreed and Section 29A did not apply. Section 33(1)(a) of the Arbitration and Conciliation Act, 1996 permits only computational, clerical or typographical corrections, so simple interest was restored. [Read More](#)

Supreme Court holds writs maintainable; interference mid-arbitration needs high threshold in *M/s Tarini Prasad Mohanty v. M/s Sunflag Iron and Steel Company Limited*

In *M/s Tarini Prasad Mohanty v. M/s Sunflag Iron and Steel Company Limited*, 2026 INSC 566 (Supreme Court, May 27, 2026), the arbitrator rejected a Section 16 stamping objection. The Orissa High Court's Single Judge set that aside; its Division Bench reversed. Under *In Re: Interplay Between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899*, (2024) 6 SCC 1, tribunals decide stamping objections. The writ appeal was maintainable as Articles 226 and 227 were invoked, but Sections 5 and 34 of the 1996 Act raise the threshold for entertaining interim writs. [Read More](#)

Supreme Court bars reopening settled jurisdictional issue after a change in law in *Madhya Pradesh Road Development Corporation Ltd. v. Jabalpur Corridor Pvt. Ltd.*

In *Madhya Pradesh Road Development Corporation Ltd. v. Jabalpur Corridor Pvt. Ltd.*, 2026 INSC 590 (Supreme Court, May 29, 2026), the tribunal held MPRDC's 2007 concession termination unlawful and awarded termination payments with 14.75% pre-award interest. MPRDC's objection under the *Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983* had attained finality against it; it sought to reopen it after *Madhya Pradesh Rural Road Development Authority v. L.G. Chaudhary Engineers & Contractors*, (2018) 10 SCC 826. A later change in law cannot reopen a settled point, and re-raising it in a rejoinder abused process. Agreed interest stands unless it shocks the conscience. [Read More](#)

Supreme Court reaffirms Section 34(3) limitation runs from Section 33 application's disposal, regardless of maintainability, in National Highway Authority of India v. T. Younis

In *National Highway Authority of India v. T. Younis*, 2026 INSC 616 (Supreme Court, June 2, 2026), NHAI's Section 33(1)(a) application and the landowner's additional-award application were dismissed together. The District Court condoned delay in NHAI's Section 34 applications, but the Karnataka High Court quashed that, holding the Section 33 application not maintainable. The Court held that under Section 34(3) of the Arbitration and Conciliation Act, 1996, limitation runs from disposal of a Section 33 application, however decided, if Section 33 jurisdiction was formally invoked and pending. NHAI, receiving the order on September 15, 2022, filed in time. [Read More](#)

Supreme Court rules an arbitration clause alone does not oust consumer forum jurisdiction in T.K.A. Padmanabhan v. Abhiyan Cooperative Group Housing Society Ltd.

In *T.K.A. Padmanabhan v. Abhiyan Cooperative Group Housing Society Ltd.*, Civil Appeal No. 10724 of 2016 (Supreme Court, June 4, 2026), a complaint over delayed possession was sent to arbitration; the National Commission held the homebuyer was not a consumer, having taken possession. Under Section 3 and the proviso to Section 12(4) of the Consumer Protection Act, 1986 and *Emaar MGF Land Ltd. v. Aftab Singh*, (2019) 12 SCC 751, the Court held an arbitration clause does not oust the consumer forum, an admitted complaint cannot be transferred, and possession does not extinguish a delay claim. The complaint was restored. [Read More](#)

INTERNATIONAL COMMERCIAL ARBITRATION

– Devashish Dixit & Kashish Singhvi

Hong Kong Court of First Instance adjudicates summary judgment and security for costs applications in Liquidity Technologies Ltd and Another v Mark Lamb and Others

On 2 April 2026, the Hong Kong Court of First Instance ([2026] HKCFI 1758) ruled on applications for partial summary judgment and security for costs in proceedings brought by Liquidity Technologies Ltd (CoinFLEX) and its subsidiary against co-founder Mark Lamb and related corporate entities. The Court addressed claims arising from a dispute following a US\$84 million HKIAC arbitration, evaluating breach of director duties and procedural standards governing application for security for costs. [Read more](#)

English Court of Appeal refuses anti-suit injunction in foreign-seated arbitration dispute in FH Holding Moscow Ltd v AO UniCredit Bank & UniCredit S.p.A

On 17 April 2026, the English Court of Appeal upheld the Commercial Court's decision to refuse an anti-suit injunction sought by FH Holding Moscow Ltd against UniCredit entities. The Court held that Russian mortgage foreclosure proceedings brought under a Russian law-governed agreement fell outside the scope of a Vienna-seated Vienna International Arbitral Centre arbitration clause in a related facility agreement. [Read more](#)

Singapore Court of Appeal clarifies limitation period for enforcing arbitral awards in *Pacmar Shipping Pte Ltd v South of England Protection and Indemnity Association (Bermuda) Ltd*

In *Pacmar Shipping Pte Ltd v South of England Protection and Indemnity Association (Bermuda) Ltd* [2026] SGCA 20, the Singapore Court of Appeal on 22 April 2026 dismissed an appeal against the enforcement of an arbitral award arising from a dispute over indemnity coverage under a marine protection and indemnity (P&I) insurance policy. The Court held that the six-year statutory limitation period for enforcing an award under Section 6(1)(c) of the Limitation Act runs from the date the award debtor breaches its duty to honour the award, rather than the date the award itself was issued. The Court also affirmed that the equitable doctrine of laches cannot operate to shorten clear statutory limitation periods. [Read more](#)

Trinidad and Tobago Court of Appeal upholds set-aside of US\$126 million LCIA arbitral award in *Construtora OAS S.A v National Infrastructure Development Company Limited*.

On 24 April 2026, the Court of Appeal of Trinidad and Tobago (Civil Appeal No. P018 of 2023) dismissed an appeal by Construtora OAS S.A., affirming the High Court's decision to set aside a US\$126 million LCIA arbitral award rendered against the state-owned National Infrastructure Development Company Limited (NIDCO). The Court held that contractual provisions attempting to exclude judicial supervisory review are null and void as contrary to public policy. It further affirmed that an interim payment certificate issued by the engineer remained provisionally valid, and confirmed the remission of the dispute to the arbitral tribunal for reconsideration. [Read more](#)

Unified Patent Court launches PMAC Arbitration Rules for cross-border European patent disputes

06 May 2026, the Patent Mediation and Arbitration Centre (PMAC) of the Unified Patent Court (UPC) published its final Arbitration Rules tailored to cross-border European and Unitary Patent disputes. The Rules introduce specialised procedures for FRAND licensing, emergency relief, 9-month target awards, and the ability to confirm consent awards directly as enforceable UPC decisions. [Read more](#)

Singapore Court of Appeal clarifies limits of court winding-up jurisdiction for arbitral debts in Singapore Commodities Group Co Pte Ltd v Founder Group (Hong Kong) Ltd

On 8 May 2026, the Singapore Court of Appeal set aside a corporate winding-up order obtained over an unliquidated and disputed contract debt governed by a CIETAC arbitration clause. The Court held that where a debt is subject to a valid arbitration agreement, courts will not exercise insolvency winding-up jurisdiction unless the petitioning creditor first establishes the debt through arbitration or proves an explicit admission of liability. [Read more](#)

English Court of Appeal grants permanent stay of FRAND trial where SEP holder offers global arbitration in Nokia Technologies Oy v Acer Inc. and ASUSTek Computer Inc.

On 12 May 2026, the Court of Appeal of England & Wales stayed UK court proceedings brought to determine global FRAND licensing terms. The Court held that a SEP holder satisfies its FRAND commitments by offering to resolve terms through binding international arbitration.

Because the implementers declined to arbitrate, the court exercised its case management powers to permanently stay the litigation, preventing parties from using UK courts as a jurisdictional leverage mechanism when international arbitration is available. [Read more](#)

Singapore Court of Appeal upholds enforcement of commercial arbitral awards against state entities in ONI Global Pte Ltd and another v GNC Holdings LLC

In ONI Global Pte Ltd and another v GNC Holdings LLC [2026] SGCA(I) 3, the Singapore Court of Appeal on 25 May 2026 dismissed an appeal against the enforcement of an international commercial arbitration award under the International Arbitration Act. Rejecting the appellants' challenges alleging procedural fraud, breaches of natural justice, actions beyond the scope of submission, and impermissible hedging, the Court affirmed the enforcement of the award, reinforcing Singapore's robust, pro-enforcement approach under the New York Convention. [Read more](#)

ICC 2026 Rules of Arbitration Enter into Force

The ICC's revised Rules of Arbitration took effect on 1 June 2026 for arbitrations commenced from that date, replacing the 2021 Rules. Terms of Reference are no longer mandatory, and a new opt-in Highly Expedited Arbitration Provisions procedure targets a final award within three months of the initial case management conference. Tribunals may also dispose of claims that are manifestly without merit early, and arbitrators and tribunal secretaries are bound by a duty of confidentiality. [Read more](#)

Singapore International Commercial Court dismisses challenge to award refusing third-party funding costs in DTH and another v DTF and two others

On 2 June 2026, in DTH and another v DTF and two others [2026] SGHC(I) 5, the Singapore International Commercial Court dismissed an application to set aside the costs portion of a Singapore-seated award. The tribunal majority had held that it had no power to award about US\$14.6 million in third-party funding costs. The court held that refusing them did not offend public policy, but expressly left open whether such costs can ever be recovered. [Read more](#)

Hong Kong High Court enforces LCIA award despite foreign sanctions risks in A Company v. The Bank

In A Company v. The Bank [2026] HKCFI 3169 (3 June 2026), the Hong Kong Court of First Instance dismissed a Canadian bank's application to set aside an order enforcing a €30 million London-seated LCIA award. Resisting enforcement on public policy grounds, the bank argued that payment would trigger criminal liability under Canadian autonomous sanctions against Russia. Mimmie Chan J rejected the defence, holding that foreign sanctions risks and conflicting compliance duties do not justify refusing enforcement under New York Convention Article V(2)(b). The court affirmed that international comity does not require prioritising foreign public policy over domestic enforcement obligations. [Read more](#)

Hong Kong High Court reaffirms distinction between admissibility and jurisdiction in E v. N

In *E v. N* [2026] HKCFI 3293 (5 June 2026), the Hong Kong Court of First Instance dismissed a Section 81 application to set aside an HKIAC award concerning fuel oil specifications. The award debtor contended that a prior Ningbo court judgment created an issue estoppel that deprived the arbitral tribunal of jurisdiction. Rejecting this argument, the court clarified that whether a prior judgment operates as *res judicata* or issue estoppel strictly concerns claim admissibility, a substantive defence for the tribunal to determine, rather than jurisdiction. The decision reinforces Hong Kong's strict judicial policy against converting admissibility defences into setting-aside challenges. [Read more](#)

English Commercial Court grants final anti-suit injunction and damages for breach of London arbitration agreement in Chubb Bermuda Insurance Ltd v Fertitta Entertainment Inc and Others

In *Chubb Bermuda Insurance Ltd v Fertitta Entertainment Inc & Ors* [2026] EWHC 1392 (Comm), decided on 9 June 2026, Bright J granted a final anti-suit injunction restraining Louisiana proceedings brought in breach of a London arbitration clause in an excess property insurance policy. The policyholders, who argued that the clause was invalid under a Louisiana statute, took no part in the final hearing. The court also awarded over US\$700,000 in damages, measured by Chubb Bermuda's US legal costs. [Read more](#)

INVESTMENT ARBITRATION

– Divyanshu Sankrit & Narayani Khanna

ICSID Tribunal Awards USD 71 Million for Expropriation Amounting to Denial of Justice in Emergofin B.V. and Velbay Holdings Ltd. v. Ukraine

On 1 May 2026, the International Centre for Settlement of Investment Disputes (ICSID) tribunal rendered its final award under the Netherlands-Ukraine Bilateral Investment Treaty (BIT) in Emergofin B.V. and Velbay Holdings Ltd. v. Ukraine (ICSID Case No. ARB/16/35). The tribunal awarded USD 71 million for Ukraine's 2015 expropriation of Velbay's 68.01% stake in Zaporozhye Aluminium Combine (ZALK) via court-ordered rescission amounting to a denial of justice. However, it denied USD 148 million claimed for capital investments and dismissed claims regarding Velbay's remaining 29.54% stake. [Read More](#)

ICSID Tribunal Dismisses Claims Over Panamanian Surety Bonds in Banesco Holding Latinoamérica, S.A. and Banesco (Panamá), S.A. v. Republic of Panama

On 5 May 2026, the ICSID tribunal dismissed claims in a dispute over 70 public-works surety bonds under the Spain-Panama Bilateral Investment Treaty (BIT). The tribunal held that Banesco (Panamá), S.A. lacked standing under Article 25(2)(b) of the ICSID Convention because it was not a national of another Contracting State. Although accepting jurisdiction over the parent company, Banesco Holding Latinoamérica, S.A., it dismissed all claims on the merits, finding genuine regulatory ambiguity in Panamanian surety law and no breach of fair and equitable treatment. [Read More](#)

A Supplementary Decision in Veolia Propreté SAS v. Italian Republic (ICSID Case No. ARB/18/20) Adds EUR 9.28 Million in Historical Interest

On 11 May 2026, the ICSID tribunal in Veolia Propreté SAS v. Italian Republic (ICSID Case No. ARB/18/20) issued a supplementary decision under Article 49(2) of the ICSID Convention. It held that its 26 September 2025 Energy Charter Treaty Award omitted historical losses interest, running from breach (2007-2011) to the valuation date, separate from pre-award interest. Applying the Euro Interbank Offered Rate plus 1%, it added EUR 9,279,749 to the EUR 85,832,011 awarded. [Read More](#)

U.S. District Court Authorises Enforcement of USD 47.6 Million Judgment Recognising ICSID Award in Basket Renewable Investments, LLC v. Kingdom of Spain

In Basket Renewable Investments, LLC v. Kingdom of Spain (Civ. A. No. 20-817 (D.D.C. 12 May 2026)), a U.S. Court authorised Basket to begin executing its USD 47,614,158.41 judgment recognising an ICSID award. It found a reasonable time had elapsed under 28 U.S.C. § 1610(c), and good cause under § 1963 to register the judgment in other districts. It refused Spain an unbonded stay, which would endanger Basket's recovery. [Read More](#)

ICSID Tribunal Upholds Intra-EU Jurisdiction under Energy Charter Treaty but Dismisses Claims in Mainstream Renewable Power Ltd. and Others v. Federal Republic of Germany

On 13 May 2026, the ICSID tribunal in Mainstream Renewable Power Ltd. and Others v. Federal Republic of Germany (ICSID Case No. ARB/21/26) upheld jurisdiction under the Energy Charter Treaty, rejecting Germany's objection

based on *Slowakische Republik v. Achmea BV* (Case C-284/16, 2018) and *Republic of Moldova v. Komstroy LLC* (Case C-741/19, 2021). However, it dismissed claims over offshore wind reforms, finding no specific commitments creating legitimate expectations which defeated the fair and equitable treatment and expropriation claims. [Read More](#)

ICSID Tribunal Dismisses Claims for Lack of Jurisdiction over Alleged Shareholding and Employment Rights in *Abdallah Andraous v. Kingdom of the Netherlands*

On 20 May 2026, the ICSID tribunal in *Abdallah Andraous v. Kingdom of the Netherlands* (ICSID Case No. UNCT/23/3) dismissed all claims for lack of jurisdiction under the 1976 United Nations Commission on International Trade Law Arbitration Rules and the Netherlands-Lebanon BIT. It held that shares sold in 2015 and retroactively assigned in 2024 did not constitute an investment; that employment-based salary and pension claims are not protected investments; and that the Most-Favoured-Nation (MFN) Clause cannot import property protections from the European Convention on Human Rights. [Read More](#)

Arbitrazh Court Refuses Recognition and Enforcement of LCIA Awards Against RUSAL on Public Order Grounds

On 28 May 2026, the Arbitrazh Court of the Kaliningrad Region refused to recognise and enforce London Court of International Arbitration (LCIA) Awards against RTI Limited and RUSAL in favour of OWH SE i.L. The court found that enforcement would violate Russian public order; reasoning that foreign sanctions, German regulator control over creditor OWH SE, and alleged bad faith default notices effectively transformed enforcement into expropriation supporting sanctions against Russian entities. [Read More](#)

ICSID Tribunal Holds That Annex 14-C of the USMCA Extends Consent to Arbitrate, Not NAFTA's Substantive Obligations After Termination, in *Silver Bull Resources, Inc. v. United Mexican States*

On 29 May 2026, following *TC Energy Corporation and TransCanada Pipelines Limited v. United States of America*, ICSID Case No. ARB/21/63, Award (12 July 2024), the ICSID tribunal held that Annex 14-C of the United States-Mexico-Canada Agreement (USMCA) extends only consent to arbitrate, not the substantive obligations of the North American Free Trade Agreement (NAFTA) after its termination. Consequently, Silver Bull's expropriation claim under NAFTA Article 1110 failed for lack of jurisdiction, and the remaining claims under Articles 1102, 1103, and 1105 were dismissed as time-barred or outside jurisdiction. [Read More](#)

ICC Excludes Investment Disputes from Emergency Arbitrator Framework and Introduces Early Determination in 2026 Arbitration Rules

On 1 June 2026, the updated International Chamber of Commerce (ICC) Rules of Arbitration took effect. Under Appendix IV, Article 1(3)(c), the Emergency Arbitrator regime now explicitly excludes disputes under investment protection laws, alongside existing treaty exclusions, to avoid jurisdictional overlap. Furthermore, Article 30 introduces an Early Determination Procedure allowing tribunals to swiftly dismiss claims or defences that are manifestly without merit or jurisdiction, streamlining procedural efficiency. [Read More](#)

ICSID Tribunal Dismisses Claims Against Iraq for Lack of Jurisdiction Ratione Temporis in Orange S.A. v. Republic of Iraq

On 11 June 2026, the ICSID tribunal rendered its final award in Orange S.A. v. Republic of Iraq (ICSID Case No. ARB/20/42), in favour of the Republic of Iraq, dismissing all claims brought by French telecommunications operator Orange S.A. for lack of jurisdiction *ratione temporis*. The dispute concerned Orange's indirect investment in Iraqi mobile operator Korek Telecom and subsequent regulatory expropriation allegations. The tribunal held that the dispute arose from regulatory measures enacted in 2014, prior to the entry into force of the 2010 France-Iraq Bilateral Investment Treaty (BIT) in 2016, thereby precluding retroactively applied treaty protection. [Read More](#)

English Court of Appeal Holds India Did Not Waive State Immunity by Ratifying the New York Convention in CC/Devas (Mauritius) Ltd v. Republic of India

On 24 June 2026, the English Court of Appeal in CC/Devas (Mauritius) Ltd v. Republic of India [2026] EWCA Civ 797 held that India did not waive state immunity under section 2(2) of the State Immunity Act, 1978 merely by ratifying the New York Convention. The Court ruled that "rules of procedure" under Article III of the Convention encompass domestic state immunity, thereby preserving it. In doing so, the Court distinguished *Infrastructure Services Luxembourg S.à r.l. v. Kingdom of Spain* and aligned with *CCDM Holdings LLC v. Republic of India*. The separate arbitration exception under Section 9 of the Act remains undecided. [Read More](#)



U.S. Supreme Court Denies Certiorari in Kingdom of Spain v. Basket Renewable Investments LLC, Leaving Intact D.C. Circuit Ruling on Enforcement of Intra-EU Awards

On 29 June 2026, the U.S. Supreme Court denied petitions for certiorari in Kingdom of Spain v. Basket Renewable Investments LLC et al. (No. 24-1130), leaving intact the D.C. Circuit's ruling. The D.C. Circuit had held that U.S. courts possess subject-matter jurisdiction under the Foreign Sovereign Immunities Act's arbitration exception to enforce intra-EU arbitral awards against Spain, notwithstanding arguments that European Union law invalidated Spain's consent to arbitrate. [Read More](#)



ADR Sectoral Spotlight

This Issue's sector in focus is
INTELLECTUAL PROPERTY



ADR SECTORAL SPOTLIGHT

- Adamyia Rawat and Amiya Sachdeva

Patent Mediation and Arbitration Centre adopts specialised rules for European patent disputes

On 24 April 2026, the Administrative Committee formally adopted the Patent Mediation and Arbitration Centre's procedural rules, which were published on 6 May. The framework covers European and Unitary Patent disputes, including cross-border standard-essential patent and fair, reasonable and non-discriminatory licensing disputes. It provides mediation, arbitration, expert determination and hybrid procedures, with specialised FRAND provisions, expedited proceedings and emergency arbitrators. The Centre also offers digital proceedings and fee reductions for smaller parties. Mediation services commenced on 12 May, with arbitration services scheduled to follow later in 2026. [Read More](#)

Delhi High Court refers Moti Mahal trademark-franchise dispute to arbitration in Gujral Resturants and Management Pvt Ltd & Anr v Sky High & Anr

On 20 April 2026, the Delhi High Court considered a Section 9 petition arising from a franchise dispute over the "MOTI MAHAL" and "MOTI MAHAL DELUX" trademarks. The respondents argued that an earlier civil suit, withdrawn without liberty to refile, barred the petition. The Court disagreed, held the petition maintainable under the franchise agreement's arbitration clause, and, with the parties' consent, referred the dispute to a sole arbitrator. It dispensed with separate Section 21 and Section 11 steps and treated the Section 9 petition as a Section 17 application before the tribunal. [Read More](#)

English Court of Appeal stays global RAND litigation in favour of arbitration in Acer Incorporated and Acer UK Limited v Nokia Technologies Oy; ASUSTeK Computer Inc and Asus Global Pte Ltd v Nokia Technologies Oy

On 12 May 2026, the England and Wales Court of Appeal dismissed Nokia Technologies Oy's jurisdictional challenge but allowed its appeal seeking a case-management stay of Acer and ASUS's global reasonable and non-discriminatory licensing claims. Nokia had offered adjustable interim licences whose final terms would be determined through International Chamber of Commerce arbitration. The Court held that, apart from one disputed cross-licensing term addressed subsequently, those offers were RAND and capable of acceptance. It therefore stayed the English rate-setting proceedings, subject to conditions designed to preserve pleadings, evidence and costs for any ensuing arbitration. [Read More](#)

Unified Patent Court proposes PMAC mediation to resolve global FRAND dispute in Samsung Electronics Co., Ltd v ZTE Deutschland GmbH

On 13 May 2026, the Mannheim Local Division of the Unified Patent Court issued a settlement proposal in Samsung Electronics Co., Ltd v ZTE Deutschland GmbH and others, UPC_CFI_189/2025. Faced with differing FRAND outcomes emerging from courts in the United Kingdom, Germany and China, the Court proposed two alternative global cross-licence settlements. If agreement remained impossible, it suggested staying the pending Unified Patent Court proceedings by mutual request while the parties mediated before the Patent Mediation and Arbitration Centre. The parties were ordered to comment on both the settlement terms and proposed mediation by 31 May 2026. [Read More](#)

Bombay High Court protects franchise intellectual property pending arbitration in Bloombay Enterprises Private Limited v Tasty Treats by Megha & Sunita

On 12 June 2026, the Bombay High Court granted ad-interim protection under Section 9 of the Arbitration and Conciliation Act, 1996 in Bloombay Enterprises Private Limited v Tasty Treats by Megha & Sunita, 2026:BHC-OS:12920. After the parties' franchise licence expired, Tasty Treats allegedly continued using Bloombay's trademarks, copyrighted packaging, menus, recipes, photographs and promotional material. Finding prima facie that the franchise agreement reserved those intellectual property rights to Bloombay and contained an arbitration clause, the Court restrained their continued use and directed payment of outstanding dues pending further proceedings. [Read More](#)

Bombay High Court refuses interim restraint on exploitation of KINK 2 pending arbitration in The Capturing Factory v Ullu Digital Limited

On 16 June 2026, the Bombay High Court rejected interim relief sought by the producer of the web series KINK 2 under Section 9 of the Arbitration and Conciliation Act, 1996. The producer sought to restrain further streaming, licensing and creation of third-party rights, and asked Ullu Digital Limited to secure about ₹2.58 crore in alleged unpaid dues. The Court held that disputed questions over contractual deliverables, approvals and payment could not be conclusively resolved at the interim stage. It also held that financial hardship alone could not justify securing a disputed claim, leaving the merits to arbitration. [Read More](#)

CASE COMMENT

HOME CARE RETAIL MARTS PVT. LTD.

V.

HARESH N. SANGHAVI

[2026 INSC 415]

– Sampada & Vrinda

Introduction

In *Home Care Retail Marts Pvt. Ltd. v. Haresh N. Sanghavi*, decided on 24 April 2026, the Supreme Court of India considered whether a party that has lost in the arbitral proceedings and holds no enforceable award in its favour may seek interim protection under Section 9 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") after the award is made but before it is enforced under Section 36. The Court held that "a party" in Section 9 includes an unsuccessful party, and that the contrary view in *Dirk India Pvt. Ltd. v. Maharashtra State Electricity Generation Co. Ltd.*, and *Nussli Switzerland Ltd. v. Organizing Committee Commonwealth Games 2010*, does not lay down good law. It added, however, that an unsuccessful party faces a higher threshold, and that relief should be granted only in rare and compelling cases.

Facts of the Case

By a leave and licence agreement dated 17 February 2006, Haresh N. Sanghavi granted Home Care Retail Marts Pvt. Ltd. ("Home Care") premises in a proposed commercial development at Kandivali West, Mumbai, with a purchase option concerning the licenced premises. Disputes followed, including Home Care's claim concerning the purchase option. A sole arbitrator, by an award dated 31 December 2013, rejected the claim for specific performance of the purchase option as not maintainable, while also deciding other disputes between the parties. Home Care challenged the award under Section 34 and, during the pendency of that challenge, sought interim protection under Section 9 from the Bombay High Court. The Section 9 proceedings included a request for protective relief concerning the subject matter of the dispute and appointment of a Court Receiver. The Bombay High Court dismissed Home Care's appeals under Section 37, relying on *Dirk India*. The High Courts were divided on the question. The Bombay, Delhi, Madras and Karnataka High Courts had taken the view that post-award Section 9 protection was confined to preserving the "fruits" of a successful arbitration, while the Gujarat, Telangana and Punjab & Haryana High Courts had held that

the expression “a party” does not distinguish between successful and unsuccessful parties.

The lead matter arose from SLP (C) No. 29972/2015, and the Supreme Court heard it with SLP (C) Nos. 26876/2014 and 11139/2020 because they raised the same legal question. The Court was therefore concerned with the maintainability and legal scope of post-award Section 9 relief, rather than the ultimate merits of the interim measures sought.

Issues before the Court

1. Whether an unsuccessful party, with no enforceable award in its favour, can maintain an application under Section 9 after the award but before its enforcement under Section 36, and whether “a party” includes such a party at the post-award stage.
2. Whether a pending challenge under Section 34 and the stay framework under Section 36 bar or otherwise limit an unsuccessful party’s access to Section 9 relief.
3. What is the scope of post-award Section 9 relief, including the statutory protection of the subject matter and amount in dispute, and what higher threshold applies when the applicant has been unsuccessful in arbitration.

Arguments Advanced

By Appellants

The appellants argued from the statutory text. Section 2(1)(h) defines “party” as a party to an arbitration agreement, and Section 9(1) allows a party to apply for an interim measure “at any time after the making of the arbitral award but before it is enforced in accordance with section 36”. Neither provision qualifies “a party” by the result of the arbitration, and where the legislature meant to restrict a provision to a particular party, it said so expressly. Reliance was placed on Firm Ashok Traders v. Gurumukh Das Saluja, for the proposition that the only relevant qualification is the status of being a party to the arbitration agreement.

It was submitted that the “fruits of the award” formulation in *Dirk India* is too narrow because it overlooks that, if the award is set aside, the underlying contract and the parties’ rights under it revive, leaving an unsuccessful party remediless. The appellant side therefore argued that Section 9 must allow protection of the subject matter of the dispute while the challenge is pending, not merely of an enforceable “fruit” in favour of the successful party. It was further submitted that Section 9 operates separately from Section 36, which is confined to enforceability and stay, whereas Section 9 empowers the court to grant such measures as are just and convenient. Where a stay is granted under Section 36 on a *prima facie* case of fraud or patent illegality, it becomes essential to preserve the unsuccessful party’s rights under Section 9 during the Section 34 proceedings.

The appellant side also stressed that a losing party may eventually succeed and pursue the dispute afresh, and Section 43(4), excludes the relevant earlier period for limitation. Denying interim protection meanwhile could allow the subject matter needed to give effect to a later success to be dissipated, a risk recognized by the Gujarat and Telangana High Courts. The appellant side also relied on the Constitution Bench’s decision in Gayatri Balasamy v. ISG Novasoft Technologies Ltd., which permits modification of an award by sustaining its severable parts, so that the premise that a court can only uphold or set aside an award no longer holds. Finally, they relied on Wind World (India) Ltd. v. Enercon GmbH, to submit that interim relief can be protective rather than prejudicial to the award-holder, and that courts can test each measure against the ordinary requirements for equitable relief.

By Respondents

The respondents argued that arbitration is a consensual process ending in a binding award, open to challenge only on the limited grounds in Section 34, and that Section 9 cannot be construed so as to dilute that finality. Before the award the parties stand on an equal footing, but afterwards the claims and counterclaims stand conclusively adjudicated, so only the successful party can show a *prima facie* entitlement to interim measures, and an unsuccessful party has no fruits of the award to preserve. Reliance was placed on *Dirk India*,

Hindustan Construction, and Nussli, and it was argued that the expression “a party” may be read contextually at the post-award stage.

The respondent further argued that the losing party’s remedy lies in Section 34 and in a stay mechanism under Section 36(2) and (3), for which it must show a prima facie case that the award is vulnerable. Section 36(3) lets the court impose conditions that balance the equities, whereas Section 9 contains no comparable safeguards against misuse, so allowing an unsuccessful party to invoke it would circumvent the statutory scheme. Invoking Section 5, which bars judicial intervention except where the Arbitration Act provides for it, the respondent argued that orders under Section 9 are appealable under Section 37, unlike orders under Section 36, so that the interpretation would invite multiplicity of proceedings and erode finality.

Analysis

The Court’s conclusion rests first on the text. Neither Section 2(1)(h) nor Section 9, which allows “a party” to apply “at any time after the making of the arbitral award but before it is enforced in accordance with section 36”, distinguishes between a successful and an unsuccessful party. The Court held that the meaning of “a party” cannot be varied according to the outcome of the arbitration, since that would amount to judicial amendment of the statute.

It reinforced this by contrast. Article 9 of the UNCITRAL Model Law confines interim measures to the stage “before or during arbitral proceedings”, whereas the Indian Parliament added a post-award stage and imposed no restriction on the category of parties entitled to seek relief. Section 18 of the Arbitration Act, 1940, on the other hand, expressly confined interim measures to the successful party and directed them solely towards ensuring enforcement of the award. The Arbitration Act carries no such restriction into Section 9, which makes the legislative intent manifest.

The Court also found the “fruits of the award” premise of *Dirk India* untenable. That premise assumes that a court under Section 34 can only uphold or set aside an award, but *Gayatri Balasamy* recognizes a power to modify a severable award, so the outcome of the challenge may alter the rights of the

parties and an unsuccessful party may still have something to protect while it is pending. The Court distinguished *Hindustan Construction* on the ground that it only quoted *Dirk India*, and did not consider whether an unsuccessful party may seek Section 9 relief after the award.

The Court held that the threshold for an unsuccessful party is higher, and that in rare and compelling cases permitting Section 9 would prevent irreparable prejudice and preserve the efficacy of the Section 34 challenge. It referred to situations where an award is passed without notice, where there is a *prima facie* indication of fraud or corruption, where a restraint on a bank guarantee is vacated by the award but the award is subsequently stayed under Section 36(3), and where a party has achieved partial success against a substantially larger counterclaim. These examples show that the Court intends Section 9 to remain available where an adverse award does not adequately protect a party whose position may change during the Section 34 proceedings.

Although the judgment provides a broader approach to the conflict surrounding post-award interim protection, the reading of “a party” sits in tension with the limit placed on relief. The statutory text contains no such limit, so the higher threshold is judge-made. While this caution is understandable given that the applicant has already received an adverse arbitral award, the phrase “rare and compelling” remains undefined, and the judgment does not clarify how the above examples should operate beyond their particular factual settings, potentially giving courts considerable discretion in deciding whether to grant relief.

Furthermore, the Court rejected the argument that Sections 34 and 36 render Section 9 redundant for an unsuccessful party. While Section 34 provides for challenging an award and Section 36 governs its enforcement, neither independently ensures the preservation of the subject matter in dispute. If it is dissipated or transferred while a Section 34 challenge is pending, the applicant may be left without effective relief even if the award is subsequently set aside. Section 9 therefore fills this protection gap without substituting for either remedy, as it protects the subject matter of the arbitration and not the claim itself.

Ultimately, the judgment resolves the question of who may seek post-award interim protection under Section 9, but leaves the application of the “rare and compelling circumstances” standard open to further judicial clarification. The challenge for subsequent courts is to preserve genuine rights without allowing Section 9 to become a means of indirectly challenging an arbitral award or delaying its enforcement.

Conclusion

The Supreme Court’s decision in *Home Care Retail Marts Pvt. Ltd. v. Haresh N. Sanghavi* provides clarity on who may seek post-award interim protection under Section 9 of the Arbitration Act, though not on the standard for granting it. The Court held that the expression “a party” is not confined to a successful party and includes an unsuccessful party as well.

Moreover, section 9 cannot be used to reopen the merits of the arbitral award or to substitute for the remedies available under Sections 34 and 36. Its role remains protective, allowing the court to preserve the subject matter of the arbitration pending judicial determination. This allows an unsuccessful party to seek interim protection while preventing Section 9 from becoming a parallel route to challenge the award or its enforcement.

Although the judgment resolves the conflict among the High Courts by shifting the focus from the status of the party to the nature and purpose of the relief sought, the standard for granting relief remains unclear, and its application may vary across High Courts. The task now shifts to ensuring that this expanded access to Section 9 does not dilute the finality of the arbitral award.



CADR Spotlight

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

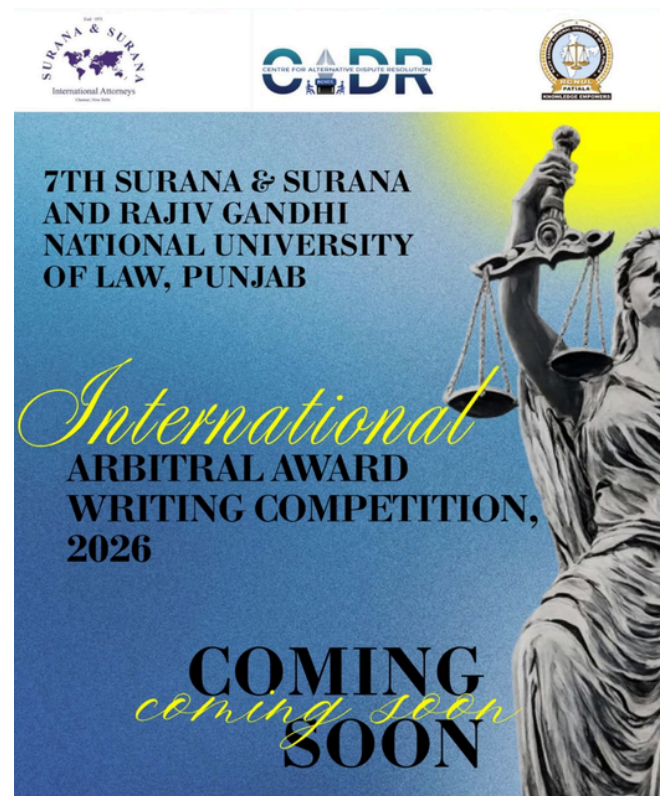


UPCOMING EVENTS

7th Surana & Surana and RGNUL International Arbitral Award Writing Competition 2026

The CADR, RGNUL, in collaboration with Surana & Surana International Attorneys, is set to organise the 7th Edition of the Surana & Surana and RGNUL International Arbitral Award Writing Competition, 2026. This prestigious event provides students with a platform to delve into contemporary issues in arbitration and showcase their ability to think critically and draft reasoned arbitral awards. Over the years, the competition has earned a reputation for attracting some of the brightest legal minds, fostering an environment of healthy academic exchange, and encouraging participants to approach arbitration not just as a legal mechanism but as a tool for delivering justice in commercial disputes.

The competition not only encourages rigorous legal research and analytical reasoning but also nurtures clarity of thought and precision in writing. By engaging with real-world arbitration problems, participants will gain invaluable practical exposure to the nuances of dispute resolution, sharpening skills that are indispensable for future careers in advocacy, corporate practice, and international arbitration.



UPCOMING EVENTS

6th RGNUL National Negotiation Competition, 2026

After the successful organisation of the 8th SEMC in the previous academic year, the CADR, RGNUL is all geared up to welcome eager scholars from around the nation to yet another season of negotiation battle where participants showcase their brilliancy through excellent negotiating 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-star jury composed of eminent advocates, academicians, and other legal luminaries. The 6th RGNUL National Negotiation Competition, 2026, will be organised in collaboration with Shardul Amarchand Mangaldas & Co.



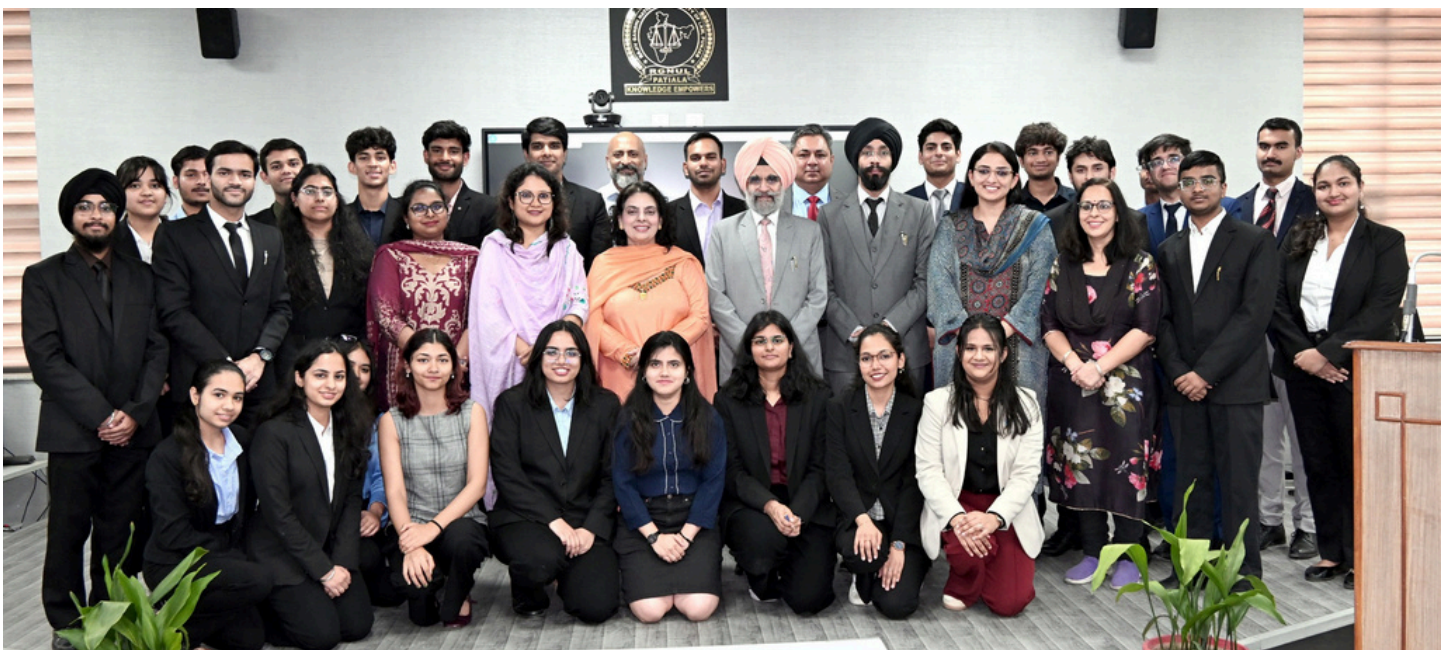
COMPLETED EVENTS

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 Kachwaha & 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 was organized in collaboration with a distinguished panel of partners. CADR was 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

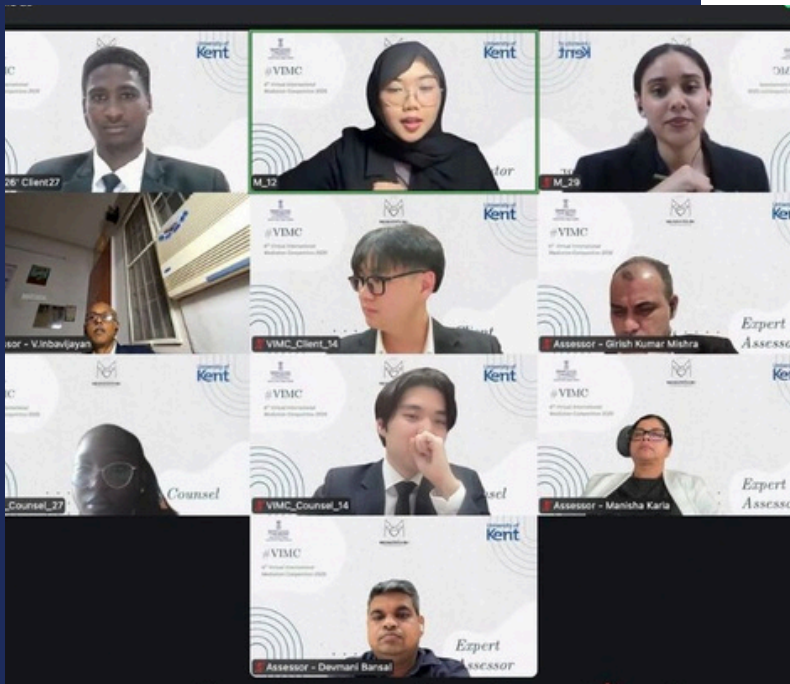
3rd Edition of NLUO National Negotiation Competition



A team comprising **Vistrit Kaushik** and **Priyank Singh** secured a place among the Top 16 teams (Octa-Finalists) at the 3rd NLUO National Negotiation Competition, 2026. Their performance reflects the team's ability to navigate the challenges of negotiation and marks a commendable achievement for the University on the national ADR circuit.

ACHIEVEMENTS

6th Virtual International Mediation Competition (VIMC '26)



At the 6th Virtual International Mediation Competition (VIMC '26), the RGNUL team comprising **Mannreet Kaur**, **Sahiba Meher** and **Gursharan Seerha** earned recognition for its performance, with Mannreet Kaur being adjudged Best Mediator. The individual accolade recognises her mediation skills and ability to facilitate constructive dialogue and work towards effective dispute resolution, bringing distinction to the University at an international competition.

ACHIEVEMENTS

3rd ICFAI National Mediation Competition

Kriti Bhatia and **Narayani Khanna** emerged as Winners in the Negotiating Pair category at the 3rd ICFAI National Mediation Competition. The result highlights the University's strong participation and success in national-level ADR competitions.



PATRON-IN-CHIEF

Prof. (Dr.) Jai S. Singh
Vice-Chancellor, RGNUL, Punjab

FACULTY CO-ORDINATORS

Dr. Gurmanpreet Kaur
Associate Professor of Law

Dr. Wazida Rahman
Assistant Professor of Law

STUDENT CO-ORDINATORS

Ritwik Sharma
Convenor | Editor-in-Chief

Kavya Jain
Managing Editor

Sayed Kirdar Hussain
Deputy Convenor

Kartikey Tripathi
Deputy Convenor

CONTENT CURATORS

Adamyia Rawat

Amiya Sachdeva

Divyanshu Sankrit

Devashish Dixit

Harshdeep Singh

Kashish Singhvi

Purvi

Sampada

Vrinda Sharma

REVIEWERS

Aarav Singhal

Adamyia Rawat

Amiya Sachdeva

Kavya Jain

Nandini Garg

DESIGN EDITORS

Divyanshu Sankrit

Nikita Chaudhary

For more information: www.rgnulcadra.in

Write to us at : adrc@rgnul.ac.in

FOLLOW US

