

INTERNATIONAL JOURNAL OF LAW MANAGEMENT & HUMANITIES

[ISSN 2581-5369]

Volume 3 | Issue 2

2020

© 2020 *International Journal of Law Management & Humanities*

Follow this and additional works at: <https://www.ijlmh.com/>

Part of VidhiAagaz – Inking Your Brain (<https://www.vidhiaagaz.com>)

This Article is brought to you for free and open access by the International Journal of Law Management & Humanities at VidhiAagaz. It has been accepted for inclusion in International Journal of Law Management & Humanities after due review.

In case of **any suggestion or complaints**, please contact Mr. Gyan Prakash Kesharwani, Founding CEO of VidhiAagaz at Gyan@vidhiaagaz.com.

To submit your manuscript for publication at **International Journal of Law Management & Humanities**, kindly email your manuscript at editor.ijlmh@gmail.com.

The Unfolding of Arbitration Regime

An Indian Perspective

MR. MUNEEB RASHID MALIK¹

ABSTRACT

The legislation which deals with Arbitration in India is the Arbitration and Conciliation Act, 1996, which has been amended by the Arbitration and Conciliation (Amendment) Act, 2015 and the Arbitration and Conciliation (Amendment) Act, 2019. The laws which governed arbitration in India before the Arbitration and Conciliation Act, 1996 were the Arbitration (Protocol and Convention) Act, 1937, the Indian Arbitration Act, 1940, and the Foreign Awards (Recognition and Enforcement) Act, 1961. The Arbitration and Conciliation Act, 1996, has brought a watershed to streamline the Indian Arbitration Law and to permeate it with unrivalled global modus operandi. For the last ten years, a chain of judicial pronouncements and a number of amendments, have given a whirl to metamorphose our country into a robust hub for international as well as domestic arbitration. Our country has observed some productive legal reforms in the landscape of arbitration in the recent years. The amendments have tried to orient the arbitration regime of India with the significant arbitration regimes of other realms. Our country's future as far as arbitration is concerned depends upon a number of factors, which include availability of arbitrators possessing profuse competence, quality, integrity and independence. Our country has been blessed with a great number of legal leading lights who can deal with labyrinthine matters concerned with arbitration, therefore, proper training and orientation will help us to produce masterly arbitrators which will prove substantial for the further development of the arbitration mechanism as far as India is concerned. The matters which are submitted to arbitration are usually numerous and diverse in nature, hence, it is in the fitness of things to have a bar which is specialised in arbitration and has not relocated from the conventional bar so that it can work effectively with the arbitral institutions in order to strengthen institutional arbitration in India which is yet not so popular in our country. Institutional arbitration has not been able to spread its wings in our country because the parties still prefer adhoc arbitration. The report by the High-Level Committee to Review the Institutionalisation of Arbitration Mechanism in India, constituted on 13th January, 2017, headed by Justice B.N. Srikrishna, Retired Judge, Supreme Court of India, had identified a number of factors for the limited success of

¹ Lloyd Law College, Greater Noida, Uttar Pradesh.

institutional arbitration in India which are - lack of credible arbitral institutions, misconceptions relating to institutional arbitration, lack of governmental support for institutional arbitration, lack of legislative support for institutional arbitration, and judicial attitudes towards arbitration in general. Therefore, institutional arbitration in our country needs to be propelled and evolved so that our country becomes a global hub of arbitration.

I. INTRODUCTION

Arbitration is a form of alternative dispute resolution (ADR) in which a dispute is submitted by the parties by virtue of an arbitration agreement to one or more arbitrators who make a decision on the dispute known as an arbitral award which is binding on both the parties. The legislation which deals with Arbitration in India is the Arbitration and Conciliation Act, 1996, which has been amended by the Arbitration and Conciliation (Amendment) Act, 2015 and the Arbitration and Conciliation (Amendment) Act, 2019. The laws which governed arbitration in India before the Arbitration and Conciliation Act, 1996 were the Arbitration (Protocol and Convention) Act, 1937, the Indian Arbitration Act, 1940, and the Foreign Awards (Recognition and Enforcement) Act, 1961. The Indian Arbitration Act, 1940 was the predominant law which governed arbitration in our country and bore a close resemblance to the English Arbitration Act, 1934.

In the year 1996, our country adopted a legislation based on the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration in the form of Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996, strives for providing an effective and expeditious mechanism for dispute resolution in our current judicial system which is encompassed with a copious backlog of cases. The Arbitration Act has 4 Parts, 87 Sections, 7 Schedules² and has been amended by the Arbitration and Conciliation (Amendment) Act, 2015 and the Arbitration and Conciliation (Amendment) Act, 2019.

The changes brought by the 2015 Amendment Act are laudable and noteworthy. It has elucidated the grounds to question an arbitrator if he lacks impartiality and independence. The 2015 Amendment Act has cleared the air with regard to support of Indian courts for arbitrations seated in foreign states in the questions of interim relief and has brought the legislation in close proximity with the standards of foreign jurisdictions. Recently, the 2019 Amendment Act was

² The Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

passed with an objective to make our country a hub of institutional arbitration for both domestic as well as international arbitration. Uncannily, the 2019 Amendment Act 2019 introduced Section 87, which provides that 2015 Amendment Act, which entered into force on 23rd October, 2015, is applicable only to arbitral proceedings which commenced on or after 23 October 2015 and to such court proceedings which emerge from such arbitral proceedings. Nonetheless, in the case of *Hindustan Construction Company Limited v. Union of India*³, the Hon'ble Supreme Court struck down Section 87 and held it to be unconstitutional.

II. NOTICE OF ARBITRATION AND APPOINTMENT OF ARBITRATORS

Arbitration proceedings under the Arbitration Act commence on the day on which the respondent receives the notice. A party, in the notice of arbitration, conveys an intention to refer the dispute in question to arbitration, to the other party and expects the other party to make an endeavour in referring the dispute for arbitration. Section 21 of the Arbitration and Conciliation Act, 1996 is reproduced below:

“21. Commencement of arbitral proceedings. —*Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent.*⁴”

In the case of *S. Satyanarayana v. West Quay Multiport Pvt. Ltd.*⁵, the Bombay High Court held that an arbitration clause cannot be plucked out of the agreement in which it is embodied or embedded and treated as a stand-alone agreement immune to or exempt from stamp duty. Therefore, the agreement possessing the clause of arbitration must be duly stamped in the State where the arbitration proceedings shall commence.

The parties are free to determine the number of arbitrators but such number shall not be an even number and a person of any nationality may be appointed as an arbitrator. Also, in an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.⁶ The parties are free to agree on a procedure for appointing the arbitrator or arbitrators in an arbitration proceeding.⁷ If one of the parties does not appoint an arbitrator or if the two appointed arbitrators do not appoint the presiding arbitrator within 30 days, a party may request the Supreme Court or the relevant High Court to appoint an arbitrator.⁸ The independence and impartiality of arbitrators

³ Writ Petition (Civil) No. 1074 Of 2019 (India).

⁴ Section 21 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

⁵ Arb Application No. 261 of 2018 (India).

⁶ Section 11 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

⁷ Section 10 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

⁸ Section 11 (6) of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

are the typical features of all the arbitration proceedings. In the case of ***Voestapline Schienen Gmbh v. Delhi Metro Rail Corpn. Ltd.***⁹, the Supreme Court held that:-

“20. Independence and impartiality of the arbitrator are the hallmarks of any arbitration proceedings. Rule against bias is one of the fundamental principles of natural justice which applied to all judicial and quasi-judicial proceedings. It is for this reason that notwithstanding the fact that relationship between the parties to the arbitration and the arbitrators themselves are contractual in nature and the source of an arbitrator’s appointment is deduced from the agreement entered into between the parties, notwithstanding the same non-independence and non-impartiality of such arbitrator (though contractually agreed upon) would render him ineligible to conduct the arbitration. The genesis behind this rational is that even when an arbitrator is appointed in terms of contract and by the parties to the contract, he is independent of the parties. Functions and duties require him to rise above the partisan interest of the parties and not to act in, or so as to further, the particular interest of either parties. After all, the arbitrator has adjudicatory role to perform and, therefore, he must be independent of parties as well as impartial. The United Kingdom Supreme Court has beautifully highlighted this aspect in Hashwani v. Jivraj¹⁵ in the following words: (WLR p. 1889, para 45)

“45. ... the dominant purpose of appointing an arbitrator or arbitrators is the impartial resolution of the dispute between the parties in accordance with the terms of the agreement and, although the contract between the parties and the arbitrators would be a contract for the provision of personal services, they were not personal services under the direction of the parties.”

21. Similarly, Cour de Cassation, France, in a judgment delivered in 1972 in Consorts Ury, underlined that: “an independent mind is indispensable in the exercise of judicial power, whatever the source of that power may be, and it is one of the essential qualities of an arbitrator.”

22. Independence and impartiality are two different concepts. An arbitrator may be independent and yet, lack impartiality, or vice versa. Impartiality, as is well accepted, is a more subjective concept as compared to independence. Independence, which is more an objective concept, may, thus, be more straightforwardly ascertained by the parties at the outset of the arbitration proceedings in light of the circumstances disclosed by the arbitrator, while partiality will more likely surface during the arbitration proceedings.

30. Time has come to send positive signals to the international business community, in order

⁹ (2017) 4 SCC 665 (India).

to create healthy arbitration environment and conducive arbitration culture in this country. Further, as highlighted by the Law Commission also in its report, duty becomes more onerous in government contracts, where one of the parties to the dispute is the Government or public sector undertaking itself and the authority to appoint the arbitrator rests with it. In the instant case also, though choice is given by DMRC to the opposite party but it is limited to choose an arbitrator from the panel prepared by DMRC. It, therefore, becomes imperative to have a much broad-based panel, so that there is no misapprehension that principle of impartiality and independence would be discarded at any stage of the proceedings, specially at the stage of constitution of the Arbitral Tribunal. We, therefore, direct that DMRC shall prepare a broad-based panel on the aforesaid lines, within a period of two months from today.”

Therefore, an arbitrator’s impartiality and independence play an important role in any arbitration proceedings. Appointment of an arbitrator can be challenged only if circumstances exist that give rise to justifiable doubts as to his independence or impartiality or he does not possess the qualifications agreed to by the parties.¹⁰ In the case of **Perkins Eastman Architects DPC & Anr. V. HSCC (India) Ltd**¹¹ the Hon’ble Supreme Court held that a person who has an interest in the outcome or decision of the disputes must not have the power to appoint a sole arbitrator. It was held:-

“16. But, in our view that has to be the logical deduction from TRF Limited. Paragraph 50 of the decision shows that this Court was concerned with the issue, “whether the Managing Director, after becoming ineligible by operation of law, is he still eligible to nominate an Arbitrator” The ineligibility referred to therein, was as a result of operation of law, in that a person having an interest in the dispute or in the outcome or decision thereof, must not only be ineligible to act as an arbitrator but must also not be eligible to appoint anyone else as an arbitrator and that such person cannot and should not have any role in charting out any course to the dispute resolution by having the power to appoint an arbitrator. The next sentences in the paragraph, further show that cases where both the parties could nominate respective arbitrators of their choice were found to be completely a different situation. The reason is clear that whatever advantage a party may derive by nominating an arbitrator of its choice would get counter balanced by equal power with the other party. But, in a case where only one party has a right to appoint a sole arbitrator, its choice will always have an element of exclusivity in determining or charting the course for dispute resolution. Naturally, the person who has an interest in the outcome or decision of the dispute must not have the power to appoint a sole

¹⁰ Section 12 (3) of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

¹¹ Arbitration Application No. 32 of 2019 decided on 26.11.2019. (India)

arbitrator. That has to be taken as the essence of the amendments brought in by the Arbitration and Conciliation (Amendment) Act, 2015 (Act 3 of 2016) and recognised by the decision of this Court in TRF Limited.”

III. PLACE AND LANGUAGE OF ARBITRAL PROCEEDINGS

The parties have to be treated with equality and each party has to be given a full opportunity to present his case.¹² The parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting its proceedings but if they fail to do so, the arbitral tribunal may conduct the proceedings in the manner it considers appropriate. The power of the arbitral tribunal includes the power to determine the admissibility, relevance, materiality and weight of any evidence.¹³ The parties are free to agree on the place of arbitration but if they fail in doing so, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The arbitral tribunal may also meet at any place it considers appropriate for consultation among its members for hearing witnesses, experts or the parties, or for inspection of documents, etc.¹⁴ The parties are free to agree upon the language to be used in the arbitral proceedings failing which the arbitral tribunal shall determine the language to be used in the arbitral proceedings.¹⁵

The Hon'ble Supreme Court in **BGS Soma JV V. NHPC**¹⁶ held that:

“...whenever there is the designation of a place of arbitration in an arbitration clause as being the “venue” of the arbitration proceedings, the expression “arbitration proceedings” would make it clear that the “venue” is really the “seat” of the arbitral proceedings, as the aforesaid expression does not include just one or more individual or particular hearing, but the arbitration proceedings as a whole, including the making of an award at that place. This language has to be contrasted with language such as “tribunals are to meet or have witnesses, experts or the parties” where only hearings are to take place in the “venue”, which may lead to the conclusion, other things being equal, that the venue so stated is not the “seat” of arbitral proceedings, but only a convenient place of meeting. Further, the fact that the arbitral proceedings “shall be held” at a particular venue would also indicate that the parties intended to anchor arbitral proceedings to a particular place, signifying thereby, that that place is the seat of the arbitral proceedings. This, coupled with there being no other significant contrary

¹² Section 18 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

¹³ Section 19 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

¹⁴ Section 20 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

¹⁵ Section 22 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

¹⁶ Civil Appeal No.9307 of 2019 (India).

indicia that the stated venue is merely a “venue” and not the “seat” of the arbitral proceedings, would then conclusively show that such a clause designates a “seat” of the arbitral proceedings. In an International context, if a supranational body of rules is to govern the arbitration, this would further be an indicia that “the venue”, so stated, would be the seat of the arbitral proceedings. In a national context, this would be replaced by the Arbitration Act, 1996 as applying to the “stated venue”, which then becomes the “seat” for the purposes of arbitration.”

In the case of **L&T Finance Ltd. v. Manoj Pathak & Ors.**¹⁷ the High Court of Delhi held that:

“29. There emerges the following trifecta of propositions in regard to a domestic arbitration:

a. A stated venue is the seat of the arbitration unless there are clear indicators that the place named is a mere venue, a meeting place of convenience, and not the seat;

b. Where there is an unqualified nomination of a seat (i.e. without specifying the place as a mere venue), it is courts where that seat is situated that would have exclusive jurisdiction; and

c. It is only where no venue/seat is named (or where it is clear that the named place is merely a place of convenience for meetings) that any other consideration of jurisdiction may arise, such as cause of action.”

IV. ARBITRAL AWARD AND RECOURSE AGAINST IT

There is a six-month time frame for completion of statement of claim and defence. The arbitral tribunal has to decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings have be conducted on the basis of documents and other materials.¹⁸ The award in matters other than international commercial arbitration have to be made by the arbitral tribunal within a period of twelve months from the date of completion of pleadings¹⁹ which can be extended further for a period of six months by consent of both the parties. A party can challenge the arbitral award on the following grounds²⁰:-

1. A party was under some incapacity;
2. The arbitration agreement is not valid;
3. The party making the application was not given proper notice of the appointment of an arbitrator;

¹⁷ Com. Arb. Petition No. 1315 of 2019 (India).

¹⁸ Section 24 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

¹⁹ Section 29A of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

²⁰ Section 34 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

4. The arbitral award deals with a dispute beyond the scope of the submission to arbitration;
5. The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties;
6. The subject-matter of the dispute is not capable of settlement;
7. The arbitral award is in conflict with the public policy of India.

Deciphering “Public Policy” under Section 34 of the Arbitration And Conciliation Act, 1996:

Public policy under the Arbitration Law has always been in the focus of attention. The Hon’ble Supreme Court in *Associate Builders v. Delhi Development Authority*²¹, held that:

“19. When it came to construing the expression “the public policy of India” contained in Section 34(2)(b)(ii) of the Arbitration Act, 1996, this Court in ONGC Ltd. v. Saw Pipes Ltd. [(2003) 5 SCC 705 : AIR 2003 SC 2629] held: (SCC pp. 727-28 & 744-45, paras 31 & 74)

“31. Therefore, in our view, the phrase ‘public policy of India’ used in Section 34 in context is required to be given a wider meaning. It can be stated that the concept of public policy connotes some matter which concerns public good and the public interest. What is for public good or in public interest or what would be injurious or harmful to the public good or public interest has varied from time to time. However, the award which is, on the face of it, patently in violation of statutory provisions cannot be said to be in public interest. Such award/judgment/decision is likely to adversely affect the administration of justice. Hence, in our view in addition to narrower meaning given to the term ‘public policy’ in Renusagar case [Renusagar Power Co. Ltd. v. General Electric Co., 1994 Supp (1) SCC 644] it is required to be held that the award could be set aside if it is patently illegal. The result would be—award could be set aside if it is contrary to:

(a) fundamental policy of Indian law; or

(b) the interest of India; or

(c) justice or morality, or

(d) in addition, if it is patently illegal.

²¹ (2015) 3 SCC 49

Illegality must go to the root of the matter and if the illegality is of trivial nature it cannot be held that award is against the public policy. Award could also be set aside if it is so unfair and unreasonable that it shocks the conscience of the court. Such award is opposed to public policy and is required to be adjudged void.....

22. *In McDermott International Inc. v. Burn Standard Co. Ltd. [McDermott International Inc. v. Burn Standard Co. Ltd., (2006) 11 SCC 181] , this Court held: (SCC pp. 209-10, paras 58-60)*

“58. In Renusagar Power Co. Ltd. v. General Electric Co. [Renusagar Power Co. Ltd. v. General Electric Co., 1994 Supp (1) SCC 644] this Court laid down that the arbitral award can be set aside if it is contrary to (a) fundamental policy of Indian law; (b) the interests of India; or (c) justice or morality. A narrower meaning to the expression ‘public policy’ was given therein by confining judicial review of the arbitral award only on the aforementioned three grounds. An apparent shift can, however, be noticed from the decision of this Court in ONGC Ltd. v. Saw Pipes Ltd. [(2003) 5 SCC 705 : AIR 2003 SC 2629] (for short ‘ONGC’). This Court therein referred to an earlier decision of this Court in Central Inland Water Transport Corpn. Ltd. v. Brojo Nath Ganguly [(1986) 3 SCC 156 : 1986 SCC (L&S) 429 : (1986) 1 ATC 103] wherein the applicability of the expression ‘public policy’ on the touchstone of Section 23 of the Contract Act, 1872 and Article 14 of the Constitution of India came to be considered. This Court therein was dealing with unequal bargaining power of the workmen and the employer and came to the conclusion that any term of the agreement which is patently arbitrary and/or otherwise arrived at because of the unequal bargaining power would not only be ultra vires Article 14 of the Constitution of India but also hit by Section 23 of the Contract Act, 1872. In ONGC [(2003) 5 SCC 705 : AIR 2003 SC 2629] this Court, apart from the three grounds stated in Renusagar [Renusagar Power Co. Ltd. v. General Electric Co., 1994 Supp (1) SCC 644] , added another ground thereto for exercise of the court's jurisdiction in setting aside the award if it is patently arbitrary.

59. Such patent illegality, however, must go to the root of the matter. The public policy violation, indisputably, should be so unfair and unreasonable as to shock the conscience of the court. Where the arbitrator, however, has gone contrary to or beyond the expressed law of the contract or granted relief in the matter not in dispute would come within the purview of Section 34 of the Act. However, we would consider the applicability of the aforementioned principles while noticing the merits of the matter.

60. *What would constitute public policy is a matter dependent upon the nature of transaction and nature of statute. For the said purpose, the pleadings of the parties and the materials brought on record would be relevant to enable the court to judge what is in public good or public interest, and what would otherwise be injurious to the public good at the relevant point, as contradistinguished from the policy of a particular Government. (See State of Rajasthan v. Basant Nahata [(2005) 12 SCC 77] .)”*

Recently, in the case of ***Ssangyong Engineering & Construction Co. Ltd. v. National Highways Authority of India***²², the Supreme Court of India held that:

“41. What is important to note is that a decision which is perverse, as understood in paras 31 and 32 of Associate Builders [Associate Builders v. DDA, (2015) 3 SCC 49 : (2015) 2 SCC (Civ) 204] , while no longer being a ground for challenge under “public policy of India”, would certainly amount to a patent illegality appearing on the face of the award. Thus, a finding based on no evidence at all or an award which ignores vital evidence in arriving at its decision would be perverse and liable to be set aside on the ground of patent illegality. Additionally, a finding based on documents taken behind the back of the parties by the arbitrator would also qualify as a decision based on no evidence inasmuch as such decision is not based on evidence led by the parties, and therefore, would also have to be characterised as perverse.”

In the case of ***Board of Control for Cricket in India v. Kochi Cricket Pvt. Ltd.***²³, the Hon’ble Supreme Court held that the Arbitration Amendment Act of 2015 will apply to those proceedings of arbitration and court proceedings related to arbitration which began on or after 23rd October, 2015. It was also held that Section 36 would apply to pending applications under Section 34 of the Act. However, the Arbitration Amendment Act of 2019 under section 87 changed the scope of applicability of the Arbitration Amendment Act of 2015. Therefore, in the case of ***Hindustan Construction Company Limited v. Union of India***²⁴, the Hon’ble Supreme Court of India struck down Section 87 of the Act as it violated the law laid down in the case of *Board of Control for Cricket in India v. Kochi Cricket Pvt. Ltd (supra)*.

When the time for making an application to set aside the arbitral award under section 34 expires, then, an arbitral award shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908 in the same manner as if it were a decree of the court.²⁵

²² (2019) 15 SCC 131

²³ (2018) 6 SCC 287.

²⁴ (2019) SCC OnLine SC 1520

²⁵ Section 36 of the Arbitration and Conciliation Act, 1996, No. 26, Acts of Parliament, 1996 (India).

V. CONCLUSION

Our economy needs a dependable process for resolving disputes so that foreign investment is wooed. There is now a strong desire of parties to resolve their disputes with the aid of arbitration as there is heap of cases pending before the courts of our country. In the last ten years, the arbitration regime in our country has come of age and the exigency for arbitration has increased rapidly, with the efflux of time. India is a party to the New York Convention as well the Geneva Convention, hence, our arbitration law has been able to keep up with the worthwhile international practices of Arbitration. The Supreme Court and legislature of our country have put their best foot forward to make India an arbitration hub. With the propounding of reasoned judgments and the introduction of amendments to the arbitration legislation in India, the arbitration jurisprudence in India is blooming perfectly and profitably. Institutional arbitration has not been able to spread its wings in our country because the parties still prefer adhoc arbitration. The report by the High-Level Committee to Review the Institutionalisation of Arbitration Mechanism in India, constituted on 13th January, 2017, headed by Justice B.N. Srikrishna, Retired Judge, Supreme Court of India, had identified a number of factors for the limited success of institutional arbitration in India which are - lack of credible arbitral institutions, misconceptions relating to institutional arbitration, lack of governmental support for institutional arbitration, lack of legislative support for institutional arbitration, and judicial attitudes towards arbitration in general. Therefore, concerted steps need to be taken by all stakeholders for ballooning the institutional arbitration mechanism in our country. We need an arbitration bar having detailed knowledge and training of the arbitration jurisprudence who can work in perfect coordination with proficient institutions of arbitration for the burgeoning of institutional arbitration in our country. Another important factor that will prove to be beneficial for the arbitration regime in our country is the utilization of block chain, artificial intelligence for the selection of arbitrators and to boost document collection system, which will prove to be trailblazing for arbitration mechanism in our country. The arbitration jurisprudence of our country will surely make a complete headway internationally provided all stakeholders take united steps and rise to the occasion for the evolution and growth of arbitration in India.
