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Enforcement and Recognition of Arbitral Awards in India, United Kingdom & Singapore

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ABSTRACT

The growth of international commerce has necessitated the creation of efficient methods of resolution of disputes. In some situations, securing an award or a final judgment from the courts may only be a battle half won; this is especially true in the foreign context.

We have come across situations where the opposite parties decide to not participate in the arbitral process or abandon it mid-way. The enforcement of these awards/judgments where the party is in absentio is sometimes more complicated than one where the opposite party has participated in the proceedings. In some situations, objections have been raised even against costs awarded by the tribunal or the jurisdiction of the tribunal or court, as the case may be. Therefore, the stage of enforcement of an award or decree warrants a high degree of caution.

So, the main object of this article is to articulate as well as analyse all the concept which corelate with the enforcement and recognition of arbitral awards in India, United Kingdom & Singapore.

I. INTRODUCTION

Justice is the notion of moral righteousness depending on the inviolable and intrinsic right of human beings to live a decent life and liberty, safe from discrimination on any basis. The judicial system has existed for a long time but has evolved with the shift in the globe's financial, social, and economic system.[2] The science and technological innovation the globe is experiencing today may have converted it into a globalized world in which transcending national boundaries is a matter of hours. As a result, there is a higher connection and communication among individuals around the globe.

Individuals living in separate areas of the globe are becoming more dependent on one another in recent times. Innovative technology has often contested the conventional means of

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[2] Available at http://www.bramyquote.com/quotes/keywords/justice.html (accessed on August 3, 2019)

 [ISSN 2581-5369]

undertaking trade and commerce, while at the same moment promoting it by offering easier methods of communication and connection to a broad spectrum of company possibilities, as well as commodities and services. International arbitration is a process of dispute resolution that works in a similar way to arbitration in the U.S. In international arbitration, disputes are settled by a specific process that includes an arbitrator. The purpose of international arbitration is "to provide businesses engaged in international transactions with a neutral forum for dispute resolution Today's international trade can aptly be considered the very core of our business universe, as well as the primary motivation for those engaged in it, is to create total profit their brands on the global market. Several possibilities have forced individuals out of domestic borders; some include specific markets, broad accessibility of funds, and advancing methods of communication, etc. Industrialization, modern strategies of conveyance, MNCs, and outsourcing are the considerations that impact international trade.[3]

This boost in the market has brought the economies together and converted it into a world market. Globalization is the occurrence that can be observed today as an unavoidable and permanent situation. It is a trend where distinct nations with distinct cultural, social and political backgrounds attempt to profit by connecting, exchanging, directing and educating out of their backgrounds to create this world better to reside with all attempts aimed at increasing people's living requirements in distinct areas of the globe.[4] Arbitration is an alternative technique of conflict resolution between private individuals resulting from business operations across domestic borders. It is a process that reduces the long term process of the court[5].

(A) Background

The global business operations also existed up to the modern era. The quantity and associated units were limited. The emergence of the industrialization in technological use and the boom in IT has made the globe very narrow in reach and operations have expanded tremendously around different countries. The international arbitration is a crucial process in order to handle dispute among parties, countries or individuals. It is one of the primary process to overcome the dispute. There are various benefits of commercial arbitration. Such as, one of the primary advantage of commercial arbitration is that it help to overcome the dispute among two or more parties in a neutral way. The arbitrator collects and then solve the dispute among two or more individuals.

[3] Julian, Loukas A. Mistelis, Stefan M. Kroll, Comparative International Commercial Arbitration, 1 (2007).
[4] Ajit Mazumdar, "IX Biennial International Conference on Critical Issues in International Commercial Arbitration", Indian Council of arbitration, 19-20 October 1 (2007)
[5] Moses, M. L. (2017). *The principles and practice of international commercial arbitration*. Cambridge University Press.

 [ISSN 2581-5369]

First of all, the arbitration process begin with the party filling a statement of claim with FINRA. There are three parties in an arbitration process including an arbitrator. The party who claim for a specific issue is called claimant and the party against the suit file is called respondent party. The biggest advantage of arbitration process is that there is no involvement of court. For example, if a dispute held between two individuals and they said to third for resolving their dispute instead of visiting the court. Generally, arbitration process is rapid and quick than court procedures. The parties does not have to follow the rules and procedures of the court. Similarly, in arbitration process the limit of time placed on the length of the process.

Another biggest advantage of arbitration process is confidential information. Unlike court procedures and ruling, the arbitration process keeps the information confidential. The following thesis consist of examine and enforcement of arbitration process in three major countries such as India, UK and Singapore. Arbitration is a commercial as well as international process. In each country, there is specific arbitration center that is used to handle the dispute process. The background study discussed the short history of arbitration process. The history of arbitration is very old and it cannot be ignore that arbitration process does not provide benefits. Under the arbitration process facilitate autonomy with regard to procedural matters.

The primary benefit of international arbitration is that it is enforceable, where litigation (court cases) between business entities in different countries may not be. It also is set up with the consent of both parties, and results are kept private in most cases. Other benefits are similar to arbitration in the U.S.: it is a faster and less expensive process than litigation. Where there are voluminous and countless dealings at global as well as national level, it is only inevitable that conflicts also arise. To resolve these global business conflicts quickly and adequately, according to global standards,

1. India

- The "Arbitration (Protocol & Convention) Act, 1937" was introduced after the adherence of the Geneva protocol 1923.
- "Recognition and enforcement act of 1961 highlight the foreign award "implemented as a direct consequence of the New York convention 1958, underneath the umbrella of the UNO After the implementation of the Arbitration Act, 1996, the two aforementioned Act were abolished and, with some amendments, their closely relevant arrangements were integrated in under a title of enforcement award. [6]

[6] Goel, S. (2018). Section 20 of the Arbitration & Conciliation Act, 1996: The 'Seat'and 'Venue'Conundrum. *Available at SSRN 3306912*.

2. Singapore

The legislation guiding for enforcement and recognition arbitration:

- "The International Arbitration Act (IAA)"
- "The Arbitration Act (AA)"
- "The Arbitration (International Investment Disputes) Act."

Arbitration joins as well as offers an impact the Model Law on "International Commercial Arbitration Model Law" embraced through "United Nations Commission on International Trade Law," which intends to orchestrate mediation laws in various states. The IAA refers to arbitrations that are internationally explained like any other arbitration preceding that includes a trans-border component, but participants may agree that perhaps the IAA applies to arbitrations which would not be deemed international if mentioned in the arbitration clause. [7]The Arbitration Act refers to arbitrations which are not deemed to be international and usually offers for higher oversight by Singapore judiciary than the IAA. For instance, the Singapore tribunals have authority about whether to grant remain in pursuit of arbitration, while there is no such restraint under IAA. This act shows that arbitration used to overcome the dispute between two parties. The party or individual is called arbitrator, and the process is called arbitration. In arbitration, both parties agree upon an arbitrator who hears both sides of the case and issues a decision. Unlike mediation, the decision of the arbitrator is binding on the parties.

3. United Kingdom

The United Kingdom is a contributor to 1958 on the Acknowledgement and Compliance of arbitral awards under the foreign matter and will, therefore, acknowledge and impose grants in other operating countries. Given the number of signatories to the NY convention, the implementation of international arbitration will, in most instances, be regulated by it. As a consequence, and although there are other methods to implement international arbitral grants besides the New York Convention, this manual will deal only with compliance there under it.[8] The Act provides impact and enforces the NY Convention.

(B) Objective of Study

The object of the study is to investigate the magnitude in which international law works through context practice of International Conventions, domestic legislation, organizational regulations,

[7] Morgan, R. (2017). Book review: Singapore Arbitration Legislation Annotated. *Asian Dispute Review*, *19*(1), 41-42.

[8] Born, G. (2009). *International commercial arbitration* (Vol. 1). Kluwer Law International.

and model legislation that are fitted to comply with enforcement. In perspective of the complexities of the arbitration procedures and the participation of distinct national systems of law, the research emphasized a need for arbitration as an alternative technique for resolving conflicts, difficulties that occur in undertaking international arbitration proceedings and lastly steps made by the successful state in arbitration to obtain the award from the arbitration panel. Without international arbitration, the only way to take someone to arbitration in another country would be to use that country's laws. This is often not a workable option. Let's say you wanted to use arbitration with a customer in Germany. That means finding an arbitrator who can speak German and who can work in Germany.

The purpose of the dissertation is:

- To investigate how the notion of arbitration evolved, it is necessary to have such a technique of dispute settlement despite it having a very well-defined structure throughout the form of arbitration.
- Evaluate official criteria for the legitimacy as well as arbitration instances and substances and awards. I am examining shortcomings and lacunas in arbitration contracts and prizes that may result in the rejection of enforcement and implementation.
- To evaluate the basis for rejection and enforcement and examine institutional and operational defects under global conventions and domestic identification and judicial enforcement systems.
- To study the challenges faced by the different tribunal at the location of the arbitration, during the arbitral proceedings, after the arbitral proceedings and lastly at the point of enforcement.
- Study of Indian, UK, and Singapore legislative framework on acceptance and enforcement and suggest modifications that could be affected.

(C) Scope of Study

In the present research the intricacies that are involved as a whole in arbitration process beginning from the formation of the arbitration agreement to the making of an award, grounds for challenging the award and ultimately the reasons for refusal of "recognition and enforcement" are analyzed.[9] For this, the present research has concentrated on domestic laws of various countries, including the UK, the US, and India. International Conventions, Models

[9] Bermann, G. A. (2017). Recognition and enforcement of arbitral awards. In *International Arbitration and Private International Law* (pp. 551-632).

law, rules of various arbitral institutions dealing with "recognition and enforcement" have also been analyzed to find out defects. To discuss worldwide developments in International Commercial Arbitration provide an assessment and legal evaluation of the practice and guidelines relevant to international arbitration. Investigating several elements of judicial interference in international arbitration procedures. After an agreement settlement, a foreign corporation may experience multiple legal issues in terms of the enforcement of the awards method and why they occur.

(D) Research Questions

- What is the stance of "International Commercial Arbitration" in India, UK, and Singapore? How successful are the conventions in enabling International Arbitration and administrative issues?
- How far has the Arbitration served its objective as a global platform for the settlement of conflicts given the issues encountered during the enforcement of the foreign award?
- What are legal guidelines and statutory regulations in arbitration legislation that are implemented for judicial interference as an edifice to make the arbitration process as a rapid remedy? How far do the provisions envisage for judicial interference in arbitration proceedings open the way for rapid justice?
- How important is the role of judicial interference during and arbitration proceedings?

(E) Research Methodology

The present research work is primarily doctrinaire in nature and qualitative in nature. Considering the close interaction, the research issues have with various national systems of the world, the research methodology which is adopted for the present work is the study of both types of research, The primary data collected through the use of international conventions, documents such as the Law Commission Reports, municipal legislation, etc. The secondary data has been collected from sources such as books, journals, websites, and the judicial pronouncement made by the Courts in different countries. This research is a critical analysis of the arbitration laws of Indian, the United Kingdom, and Singapore while exploring its connections to other components of each domestic legislation. In essence, it is significantly doctrinal with a mixture of Crucial, Comparative, Contemporary, and Analytical Methods. The investigator has collected a lot of data based on library studies with a focus on main and secondary papers. A law library includes extremely specific materials, and this needs unique handling skills. Legal information comprises of statutory laws and treaties. The researcher

 [ISSN 2581-5369]

utilizes the primary sources for ICA study-treaties, arbitral awards, and court choices in both domestic and global level and arbitration regulations. Secondary references are included, which are essential for thorough study-treatises, periodic literary works, present awareness instruments, and WebPages.

(F) Research Hypotheses

The hypothesis is to achieve the above-said objectives; the research hypotheses rest on the following assumptions:

- Resolving disputes through a private mechanism such as Arbitration is an effective mode to expedite the process of justice in the globalized world.
- The present legal regime consists of a description of international awards and the process of commercial arbitration.

(G) Literature Review

Title 1: "The position of ICA and the importance of conventions in addressing the issues."

The NY Convention is perhaps the most effective international law agreement. The Convention offers the basis for resolving a significant percentage of all international trade conflicts over the preceding century and the basis for large-scale international business and investment. A key achievement of the Convention is the application of standardized regulations regulating the recognition of arbitral contracts and awards.[10] The present study indicates the evident significance of NYC as a legal system relevant to the arbitration. "The Convention recommends compulsory, standardized international norms regulating the recognition and implementation of IA contracts and prizes in the Contracting States" and offers the basis for most cases of the New York Convention's domestic legislation regulating the arbitral process, which give impact and expounds on the central tenet of the Convention.[11]

This Article examines the foregoing issues. This article explores the aforementioned problems. The first discusses the NY Convention's history, regulations, and purposes. Recognize if it is self-executing. This Part first evaluates and addresses the content and reasons of the Convention, the procedure relating ratification of the Convention, the role of the government, and the appropriate domestic court rulings, explores the consequences of the Convention's status for the role of the Treaty as a statutory charter for global arbitration.[12] The present study

[10] H.R. REP. NO. 91-1181, at 2 (1970) House Judiciary Committee reporting receipt.
[11] See generally 2 GARY B. BORN, INTERNATIONAL COMMERCIAL ARBITRATION, § 11.02, at 1535–36 (2d ed. 2014) .
[12] https://repository.law.umich.edu/cgi/viewcontent.cgi?article=1941&context=mjil accessed 3 August 2019.

dedicated a restricted focus to the issue of whether Convention is self-executing. Nevertheless, this problem is of substantial significance for the ongoing achievement of the Convention, and whether the legislation represents ' a directive for the national judiciary, ' as differentiated from the legislative branches.[13]

Title 2: The settlement of disputes through international arbitration and issues encountered for the award of arbitral

The research article has created on the grounds of the first draft presented by "Mr. Petar Sarcevic at the suggestion of the United Nations Conference on Trade and Development (UNCTAD)." The thoughts and opinions articulated in this publication are from the writer and not intrinsically those of the "United Nations, WTO, WIPO, ICSID, UNCITRAL, or the WTO Law Advisory Center."[14]

"Regarding an issue which can be settled by arbitration" shows that perhaps the conflict should be arbitral. The judgment of a particular issue brought until the tribunal shall be assessed according to that nation's laws. The standardization attained throughout the field of "recognition and implementation" of arbitral awards is primarily owing to the NY Convention's global recognition, which is increasing globally.

Despite significant advancement produced by the Convention in aligning the implementation of foreign awards, the implementation mechanism is sometimes regarded as the ' weakest point throughout the entire network of global dispute settlement".[15]

The issue of whether an award is domestic or international is of specific significance even though the enforcement procedures are distinct for international and national awards in several countries. Due to the variety of domestic judicial systems attitudes to enforcing arbitral awards, including the basis for ill-enforceability, enforcement has been denied in one country but given in the other.

Title 3: "ICA as a result of globalization."

In this article "international arbitration conflicts," it is time for a fresh Convention, evaluated the shortcomings of the NY Convention. The author outlined the fact that perhaps the convention requires a shift in the aftermath of fresh innovations in the sector of interaction.[16]

[13] 508 (Article 94 of the U.N. Charter is non-self-executing because it "is not a directive to domestic courts
[14] UNCITRAL Rules Article 32(2); AAA ICDR Article 27(1); ICC Article 28(6) : LCIA Article 26(9); Stockholm Institute Article 36; WIPO Article 64.
[15] Published in 92 League of Nations Treaty Series (1929-1930), p. 302.
[16] Mark Mangan, "With the globalization of arbitral disputes, is it time for a new Convention"?, International Arbitration Law Review, 133 (2008)

He is of the view that the domestic courts have applied the regulations of the treaty following the domestic norms that take precedence within their nations, a practice that is certainly not in the interests of global commercial arbitration.

It is further indicated that it would be in the concern of the nations to amend the New York Convention so that it could take into consideration the current changes. The paper shed light on the notion of arbitration and offered an eloquent attitude to it. Review of international arbitration law. Analysis of the strategy adopted by different nations concerning the New York Convention regulations. Besides, several serious awards related to global business arbitration have been evaluated. At the global stage, decisions have been discussed, provided by the U.S. and French judiciary, and have altered the strategy adopted by the judges concerning understanding clauses about the rejection of awards.

Title 4: legal guidelines and statutory regulations in arbitration legislation

In the course of this research, I researched the manual on ICA published by Alan Red Fern and Martin Hunter under the title' "The Law and Practice of International Arbitration process." This book is very thorough in material and has handled in every element of arbitration in a very structured manner. It comprises ten sections beginning from the notion of arbitration and also deals with multiple components of arbitration such as the significance of the location of the arbitration, regulations dealing with the factual problems and the selection of the arbitral, etc. It also describes the operation employed by the arbitration court when conducting the arbitration in detail.[17]

It then outlined the part played in the arbitral method by the domestic courts. First, the writers addressed the clauses about the challenge of Note 13 very minutely. Arbitration award. Finally, they dealt with the recognition and implementation of the arbitral award. Writers in this paper have given minute information while taking care to remember the laws, agencies, and agreements that apply to undertake the current arbitral process. Authors described the ideas in a very vivid manner while quoting the rules and explaining them with appropriate case legislation. The paper is a huge help for the learners, the newcomers, and academics. It offers adequate clarity concerning the notion of arbitration and the need to choose the extraterritorial technique to solve conflicts in the current time.

Another document obtained is the' Commercial Arbitration' by Mustill and Boyd. The writers have clarified the notion of arbitration with such precision that the stream of the text maintains

[17] Alan Red Fern & Martin Hunter, Law and Practice of International Commercial Arbitration, 31 (2003).

 [ISSN 2581-5369]

the author's curiosity intact with each idea becoming better with each page.[18] It begins with a thorough arbitration assessment as an alternative arbitration technique. They handled each element of arbitration in a distinct section. Since intercultural communication business arbitration helps with conflicts that occur between parties residing in distinct nations, writers have given data on the arbitration legislation that is common in distinct nations. Writers have questioned the limited interpretation provided to certain aspects of the arbitration, such as the significance of business conflicts, public policy, signing and writing requirements for an arbitration clause, etc. They still outlined the practice that is common concerning the above-mentioned components; the issues faced, and the alternatives for that. The paper has been understood Commercial Arbitration, by offering a plethora of instances and reading material throughout the form of papers and books in the appropriate sections Students can achieve more knowledge and insight on the exercise of international commercial arbitration. Therefore, books, articles, and cases in the context of studies have assisted in understanding the idea of litigation and in specific the idea of enforcement of awards.

Title 5: Arbitration Reform in the Asia Pacific

Arbitration is that mechanism that helps the effective proceeding of arbitration reforms within countries, especially Asian Pacific, where the number of conflicts is much higher in these countries. The hypothetical model for the arbitration reforms is applied in this region. The reason is due to it's geographical, democratic, trading, and other related factors. In the current era, the implementation of arbitration law is now considered as the major need to implement this process. This article is informative in order to critically evaluate the current situation of these states and made a decision regarding the implementation of the dispute process.

The arbitration process in commercial as well as international usually followed the chapter of the 1958 NY Convention and the UNCITRAL Model Law 1985 on which was amended in 2006. In this law, the reform regarding the Asia Pacific jurisdiction is considered as the major subject matter of this research article.[19] It is an authentic source to understand how arbitration which positively impacts the performance level of a country. Third-Party funding is one of the important common features of international arbitration. There is increased prevalence in both the commercial and investor-state arbitration.

In the current era, there is a need to make third-party funding in order to make a volatile state public policy. The funder of the third party can find a serious implication for the prospects of

[18] Mustill and Boyd, Commercial Arbitration, (2009)

[19] Reyes, A., & Gu, W. (2018). Introduction: Towards a Model of Arbitration Reform in the Asia Pacific.

 [ISSN 2581-5369]

settlement, allocation of capital, institutional or international legal instrument in order to implement the arbitration process. This paper is based on the legal implication of the arbitration process in order to make a common jurisdiction process in the developing country like India. There is a major need of the arbitration process of the jurisdiction where all the issues either in domestic or international level can be resolved. The reason is that it has a positive influence on the productivity and independence of a state[20]. It is an effective approach to protect and preserve the independence of the arbitration process and safeguard the interest of different stakeholders of a state.

Title 6: Statutory regulation in arbitration legislature

The enforcement of arbitration award is an effective decision regarding the arbitral tribunal in both domestic and international arbitration level. The third-party concept plays a major rule in this jurisdiction process. This is an important article to trace the treatment by the Supreme Court agreed to arbitrate statutory right in order to resolve all the dispute by applying the Federal Arbitration Act (FAA). This descriptive article explores the major aim and legislation in order to protect the interest of any one of the parties, which is right at this point. The statutory right is mostly created by the Congress the unitary of court and the enforcement of pro-arbitration at the federal level so that no more confusion remains in the human mind and the primary objective of law implication can be achieved. The current standards for the judicial review of arbitration awards explore the statutory rights in order to make a judicial review of the arbitration award which has a right to resolve all the internal disputes and conflicts with efficient maws and regulations. This statutory law regarding the proper arbitration is usually created by the state legislatures where FAA displace that states which limits the arbitration of statutory rights of impairment of police activity[21]. This federal level statutory reforms are helpful to clear authority portion to make an authentic decision after considering all facts and figures. There are some complex conflicts based cases that made some confusion in the making of authentic results and decision. There is also some limitations of an efficient arbitration process in the international or domestic level. This factor badly impacts the transparency of the data. There are many examples where the arbitration process is unable to perform its duties as a third party like in United Nation; there are various examples where the statutory law is unable to implement in uniform law regarding arbitration implication effectively[22]. This article

[20] Holmes, M., Nottage, L., & Tang, R. (2016). The 2016 Rules of the Australian Centre for International Commercial Arbitration: Towards Further 'Cultural Reform'. Asian International Arbitration Journal, 12(2), 211-234.
[21] Speidel, R. E. (1988). Arbitration of Statutory Rights Under the Federal Arbitration Act: The Case for Reform. Ohio St. J. on Disp. Resol., 4, 157.
[22] https://unimelb.libguides.com/c.php?g=402915&p=3192329

explores the national policy favoring arbitration and made different types of arbitration agreements in order to raise numerous legal questions. The federal arbitration act restrains the enforceability of the mandatory arbitration agreement based requirements that are involved in such type of activities.

Title 7: Role of judicial interference during the arbitration proceedings

The arbitration and judicial system are interlinked with one another because they both majorly aim to prevail the efficient jurisdiction and overcome all the disputes between two candidates. This article examines the FAA and reviews the court decision, which is involved in the mandatory arbitration agreement. The arbitration is such an effective form of the jurisdiction which resources the court of law. In this process, two persons who agreed to have their differences, which is settled through arbitration. The real person who solved all the disputes is considered as a third person known as an arbitrator. He is considered as the third person in this conflict, the arbitrator a sanction of law. This law is based on the actual principle and withdrawing the dispute from the ordinary court which unable the party to substitute a domestic tribunal. This article is informative to explore the major influence of the jurisdiction on the arbitration process. It is an effective way to prevail in a uniform jurisdiction process within a state. In the international market, there are many organizations who handle all the disputes between the states and made such rules that positive prevail jurisdiction process. This research article is based on the effective implementation of the arbitration process[23].

Title 8: Impact of arbitration on Jurisdiction:

Accessibility and effectiveness of International Arbitration affected by cultural issues. Cultural issues differ from Jurisdiction to Jurisdiction. The recommendations and modification are made in international arbitration, depending on the conclusion of the new problems. Social and legal cultures of a particular country impacts on the implications of international law. The recent trend of increase in international arbitration indicates that to resolve the conflicts between countries, and there is a need of friendly and reliable forum that helps to settle down the dispute without going into the state of wars and devastating fights. Research on the social and cultural differences of Jurisdiction with international arbitration indicates that there is a need to mold that differences into a favorable one. Understanding the cultural differences and issues is the most crucial element in the effective implementation of international arbitration.

Title 9: Role of arbitration in the judicial system

[23] Aaron, B. (1967). Judicial Intervention in Labor Arbitration. Stan L. Rev., 20, 41.

 [ISSN 2581-5369]

Singapore is considered to be the leader in the commercial arbitration process. Singapore is considered as number one in Asia for the settlement of the arbitration process. The arbitration of Singapore is based on the strict rule of law, supportive judiciary making the arbitration proceedings confidential, at Singapore's Maxwell Chambers cutting-edge arbitration is facilitated, and their arbitration is based on UNCITRAL. This Arbitration process offers great advantages[24]. This provides both legal and non-legal benefits. The legal advantages are minimum court intervention, procedural flexibility such as the parties in the arbitration process, the choice of arbitrator, place of proceeding and rules of arbitration, in support of arbitration taking the assistance from the court, and the non-legal factors include the laws of the arbitral institution, efficiency, and cost, encourage speed and seat of arbitration. Arbitration process in Singapore also have disadvantages such as it is likely to get the consent of all the parties to the dispute and if any of the party is not willing to participate in the arbitration process, then arbitration process will not proceed. There are very limited avenues for appeal against the arbitration judgment. It has been discussed in the article that there are two major statues of Singapore arbitration model. These are arbitration and international arbitration act.

For international transactions, the role of commercial arbitration is crucial and always remain important. For arbitration in the UK, the full implications of Brexit are closely monitored by the practitioners. English courts impose a high level of accountability and transparency on arbitrations. Thus, the arbitration process in the United Kingdom offers significant advantages like making the information confidential, which is gained in the process of doing meditation — assuring the flexibility in the arbitration procedures, giving a choice to the parties to select their arbitrators and ensuring greater certainty about the enforcement of awards. If parties are agreed not to select any specific legal system, then the arbitrator can avoid that legal system. Arbitration in the UK also have disadvantages like the parties make their claims based on a summary, and the arbitrator shows a reluctant behavior in opposing those claims. There are minimal grounds on which the aggrieved party may go for an appeal.

Title 10: International CA

Usually, the process of arbitration used as a tool in resolving the conflicts that arise in the business sector. The process is preferred in the industrial areas for the resolution of commercial disputes. Businesses who are operating worldwide are more likely to go into arbitration instead of presenting their issues in the local courts[25].

[24] Moses, Margaret L. "Challenges for the Future-The Diminishing Role of Consent in Arbitration." YB on Int'l Arb. 4 (2015): 19.

[25] Moses, Margaret L. The principles and practice of international commercial arbitration. Cambridge University

Title 11: Arbitration as a rapid justice

Global diversity in commerce has led to more significant conflicts. This conflicts can effectively be resolved through the process of arbitration. Arbitration is quite famous in resolving the disputes between commercial sectors. The third-party indulges in the process to resolve the dispute. This is a fast way of determining the conflict because the mediator solves the problem give recommendations and the parties who are in dispute agrees to the decision made by the mediation. Corporate businesses prefer to go into arbitration rather than go into the courts because this is a quick process of arriving at some result rather than indulging into the complex procedures of courts and tribunals[26]. Arbitration is comparatively the fastest process as compared to the judicial courts because, in the process of arbitration, there are very limited avenues where the aggrieved party appeal against the decision. On the other hand, the procedures of the court are very time taking. People in the commercial sectors favor going into the arbitration process to save their time and money[27].

Title 12: Arbitration Techniques to Handle Disputes

The world should understand the importance of both the legal parties, clients, and the people who took part in resolving the disputes, whether it is private or not. There is a bundle of writings on ICA. For providing legal security for operations like trades, it has great importance. This method of resolving a conflict between the two or more countries, enhance the trust on the arbitration method. International commercial arbitration is spreading day by day, new legal arbitrators and professionals should be in this department. We can say that people of the world should be aware of the facts and rules of international commercial arbitration should be followed by them. Due to the increase in the conflicts internationally, the worldwide arbitration is playing a vital role, without affecting the system. The victims who are kind of clients should know the attributes and importance of ICA. The behavior of the clients and the petitioner[28].

Title 13: Official Criteria for Legitimacy of Arbitration Awards

The criteria to resolve any of the dispute matters. The criteria decided would be having the ability to defend the justification, or we can say that logic. This action would promote the arbitration, and thus peace began in the disputed areas. There are some guidelines on the

Press, 2017.

[26] Hodos, Raul-Felix, and Narcis Pavalascu. Some aspects of arbitration as a way of settling insurance disputes. No. 0033. Institute of Financial Studies, 2019.

[27] Ben-Shahar, Omri. "The Paradox of Access Justice, and Its Application to Mandatory Arbitration." The University of Chicago Law Review (2016): 1755-1817.

[28] Baetens, Freya, ed. Legitimacy of Unseen Actors in International Adjudication. Cambridge University Press, 2019.

 [ISSN 2581-5369]

conflicts declared by the prospective arbitration and arbitrators. The international court has made significant guidelines for the arbitrators relating to the circumstances and the relationship which helps them to get on the track as they were before the disputes or the conflicts. Some of the guidelines in international arbitration on disputes and conflicts are given below;

- This Act helps to resolve the conflict between the two opposing parties. By following this method of arbitration, the conflicts or the disputes can be resolved, and it can act as a helper between the two opponents.
- The act of the arbitrators. The acts which stop the conflicts between the two parties solve the cases in a well-mannered way.
- The authorities acts which began or involved in the disputes. Or that acts which enhance the conflicts should be banned or addressed to the two parties, carefully.
- The relation of any firm or the business partners who start the conflicts. The purpose of the organizations who began the conflicts.
- It should be seen that the arbitrator should be involved in settling the conflicts.
- The advice given by the two parties or the experts should be followed and viewed carefully.
- Stop the effective outcomes of the conflicts or the disputed between two parties.

This list of ICC guidelines or the rules may be not much clear as the guidelines given by the IBA officials[29].

Title 13: Use of Commercial Arbitration in the UK

Commercial arbitration is a significant process and acts as a significant role in handling the dispute situation. It made the dispute between the two parties ineffective. Brexit deal plays an important role in arbitrating in the United Kingdom and closely observed by the practitioners. It decreases conflict. But Brexit deal does not appear to be so much impactful deal in the United Kingdom. In the fever of the arbitral process, England's Judiciary appears, and this act was presented by the arbitration act, which was made in the late 19's. A survey was conducted, and it gets the result that London is the most liked seat in all regions around the globe. In that survey, it was identified that 53 percent of seats for Paris are preferred more as compared to the set of London, which was 64% and Singapore seat was preferred to have 39 percent[30].

[29] Moses, Margaret L. The principles and practice of international commercial arbitration. Cambridge University Press, 2017.
[30]Nigmatullina, Dilyara. Combining Mediation and Arbitration in International Commercial Dispute Resolution.

A report was made from 2013 to the next three years. It was stated that the fee and the cost of the arbitral were lower for the LCIA as compared to the other rules institutes. In this report, it was stated that the speed of arbitral in increased by the LCIA awards. In the second month of 2018, the online database of arbitrator decisions challenges were made. It was an impactful act and helped the conflict participants in a good way. Arbitration should be included transparency. It would be a helpful and special act by the authorities such as arbitrators. Under English law, challenges to the arbitrator are no common and almost rare[31].

Here, we discussed some strengths and weaknesses of IA. 1) The approach of the procedure needs flexibility between the two opposing parties. 2) There is huge confidence about the arbitrator. 3) There is a section part of the arbitrators. The opponent can choose the arbitrator, and there is no limit or the restriction in this selection method[32].

II. ANALYSIS

Arbitration is a technique to resolve the conflicts between two parties without the interference of the court. Arbitration is the legal technique for the resolution of conflicts between the two parties, and dispute refers to one or more person called arbitrator or arbitral tribunal by that decision, which they agreed to be bound. In domestic level arbitration is necessary when any conflict arose between the two parties than an arbitrator appointed (who have skills to resolve the issue) to hear the case and made the award. The award is binding two parties and enforceable in court. In international level arbitration necessary due to a large level of business conflicts may arise between the two parties and states[33].

In an arbitration process, there is no need to file a suit. After analysis, it comes to the knowledge that most of the states follow the UN Commission on arbitration 1985, and have two systems of domestic and international level. In the international level, arbitration does not need to permit the judicial intervention, whereas in domestic arbitration some cases allow to permitting the judicial when one party is weaker than another party. After analysis, there are five phases of the arbitration process. It first consists of initiation, constitutional of Tribunal, Pre Hearing, Hearing, and Enforcement. When disputing parties agreed to describe the whole conflict process in writing , then it is considered as an initial stage. Disputing parties took demand to an arbitration agreement to resolve the conflicts. Then tribunal has been established according

Routledge, 2018.

[31] Baum, Theodore M., Ashley L. Belleau, Bryan R. Rendzio, and Patricia H. Thompson. "EFFECTIVE USE OF ARBITRATION." Tort Trial & Insurance Practice Law Journal 54, no. 1 (2019): 211-267.

[32]Wilhelmsen, Louise Hauberg. International Commercial Arbitration and the Brussels I Regulation. Edward Elgar Publishing, 2018.

24https://thebusinessprofessor.com/knowledge-base/procedure-for-carrying-out-an-arbitration/

to the conflicts. Pre Hearing phase proceeds to determine the documents issue from the disputing parties, which also determine the procedures that follow. In the Hearing stage, the documents submitted by the disputing parties have been examined, and the parties present arguments to the tribunal. The Decision has been conveyed by the tribunal award and its final, and binding both parties. This arbitration followed in an (ICA) can be enforced in all 140 countries that have acceded to the 1958 New Year Convention and recognition and enforcement arbitral award. By observing, it is clear that ICA made the arbitration more attractive and more popular form of dispute resolution in comparison to litigation.

Arbitration method is more preferred dispute resolution at the international level but also considered more effective in practices. The arbitrator has some technical skills for resolving the issues. Technical skills are more important for decision making in arbitration. Final point concerned with arbitrator is that arbitrator doesn't proceed through past facts, resulting inability to predict the likely outcomes of arbitration. After analysis, we can say that arbitration is good in those cases where there is no need for judicial interaction, restriction on appealing and free enforceability of the award. Most of the countries can be involved the foreign lawyers in some cases for strengthening the arbitration[34].

First model language available the scope of dispute and subject of arbitration. The meaning of selecting the arbitrator should be mention. Several other providers can also be included in arbitrational clauses, choice of applicable law and language in which arbitration conduct, arbitrator qualification, interim relief, cost, and procedural matters.

(A) Primary International laws/ Report

It has already mentioned above that arbitration is the process of resolving conflicts among two parties. The arbitrator could be another country, an individual or court. The primary data collected in the form of international laws and reports, commercial reports, treaties, and arbitration awards. The international arbitration data collected form commercial reports of arbitration.

The commercial arbitration commission report ensures the best possible service. The commission report demonstrates that it is providing the best service and rules to solve the problem. The international court of arbitration (ICC) provides the commission report for the purpose of dispute settlement. The commission report based on the arbitration process suggests

[34]Kathpalia, S. (2012). Is arbitration being colonized by litigation? Practitioners' views in the Singapore context. Discourse and Practice in International Commercial Arbitration: Issues, Challenges and Prospects. Farnham: Ashgate, 263-281.

that the counterparties should try to resolve their conflicts. However, in case if parties cannot solve their conflicts, there must be a third party called arbitrator.

According to the arbitration commission report, the parties, first of all, should try to resolve their conflicts on its own in case the parties fail to resolve the conflict then an international party should involve resolving the conflict. The arbitration commission report seeks to offer guidance to any party regarding conflicts. The commission report says that the parties should focus on a descriptive method to solve the problem rather perspective way. The parties should go ahead for procedural ways only if they fail to resolve the problem. Moreover, the commission report highlights the factor of emergency arbitrator (EA) proceedings.

EA highlight and facilitate the proceedings through increased transparency and substantive issues. Moreover, the arbitration commission report highlights the agreement of arbitration. For example, it has explained that the arbitrator usually has the responsibility to solve the dispute among parties, and the parties expect to hear the decision of arbitrator within 45 days of the proceedings. Finally, after an arbitration hearing, the parties are bound to do what an arbitrator says.

The primary data further collected municipal legislation of international arbitration laws. The municipal legislation examines the mandatory laws in the arbitration process. For example, the municipal legislation act of 1990 says that before solving the dispute among parties, it is compulsory to appoint an official arbitrator. The municipal act says that an official referee may appoint by the governor in council. Moreover, the parties should discuss the whole matter with the arbitrator. The arbitration municipal act highlight that if the arbitrator does not have full knowledge about the situation, then he will not be able to solve the dispute. The qualification and skills of arbitrator matter a lot. The municipal arbitration act also discusses the power, status, abilities, qualification, and other powers of the arbitrator.

The municipal act says that there should be only one arbitrator in a municipal. At the same time, the municipal act of arbitration says that the decision of arbitrator should be filled and signed through justice court. If there concern any changes and modification, the court is responsible. The municipal arbitration act is very important to proceed with the arbitration process.

(B) Conflict Reports

International arbitration work under the predominant system of rules and regulations. Each country has its own arbitration act and rules. Such as, the international arbitration acts of the United Kingdom allows parties to avoid local court procedures and allow to resolve the

conflicts on its own. The court or third party involved in the arbitration process only when parties cannot trying to solve the problem. The primary data collected through conflicts reports and several cases.

A recent case in India regarding the arbitration process define. A case of Dominant offset vs. Adamovske is one of the leading examples of the arbitration process in India. The dispute among the two companies held due to lack of agreement details. Both companies entered into an agreement, and there was a lack of clear agreement details. The lack of clear agreement details causes dispute among both parties. The dispute does not resolve through mutual consideration among both parties in order to resolve this conflict, the New Delhi high court act as an arbitrator. The high court, in spite of there being clear agreement resolve the conflict.

The Delhi court heard the causes of conflict between both parties and then made a decision. The court made a decision under section 11. The court made a decision under section 11 of the arbitration act. According to this section, of the arbitration act, there should be clear agreement details when two parties enter in agreement. Moreover, the Delhi High court heard the matter in elaborate and allowed the parties to make an argument. The court decided after hearing the arguments of the parties.

It has been analyzing from this case hat arbitration process is very important. The arbitrator needs to examine the laws and acts while making a decision. Mostly, the role of arbitrator act by an individual or country. However, it is not compulsory that the role of arbitrator act by an individual; it can be performed by a court as well. Similarly, in the above example, the Delhi court performs the role of arbitrator and resolve the conflict between two parties.

Venture Global Engineering vs. Satyam Computers services is another prominent example regarding the arbitration process and intervention of the Supreme Court. This case similar to the last case. The details of the agreements were not clear when the agreement made. The high court of India act as an arbitrator and resolve this conflict between both parties.

The arbitration process of the UK, Singapore, and India are different. Such as The United Kingdom is a contributor to the 1958 New York Convention on the Acknowledgement and Compliance of Foreign Arbitral Awards and will, therefore, acknowledge and impose grants in other operating countries. Given the number of signatories to the NY convention, the implementation of international arbitration will, in most instances, be regulated by it. As a consequence, and although there are other methods to implement international arbitral grants besides the New York Convention, this manual will deal only with compliance there under it. 7 The Act provides impact and enforces the NY Convention.

 [ISSN 2581-5369]

Further, there are also some international laws as well as arbitration rules has been identifying to understand the process of arbitration better. The arbitration rules generally apply to make an arbitration process more effective and efficient.

III. ARBITRATION LAWS OF INDIA

In India, the arbitration is considered as one of the major sources to overcome all the disputes and conflicts among the parties. According to the rules of arbitration of India, it is compulsory is to settle all the dispute between two parties without resorting to the court action. In the domestic state, these laws are equally implemented in order to resolve the disputes and issues in that area, which is not under state law. According to the rule no 42 of this arbitration law, if the dispute occurs within India, then it must be in this state. The arbitration proceeding must be held at that place in India where the arbitral tribunal may be easily determined through the convenience of the arbitrators and its other parties. This law of India is an effective one to overcome all the disputes which are arisen by the legal relationship and considered as commercial.

According to its second rule, it must be implemented to; 1) an individual who has a nationality of India, 2) any corporate who is working in India, 3) the government of a foreign country. The rules identify that is there any conflict between two parties the parties can select an arbitrator and can solve the problem. The council must be competent to the function as appointing authority under the arbitration rules of the UN Commission on International Trade Law (UNCITRAL)[35].

According to section 2 to 43 of this Arbitration, the conciliation act can be used for the arbitration process. It becomes clear that domestic award is governed by part 1 while the foreign awards are mostly governed by part II of this act. Its section 44 explores that arbitral award as differences related to the matter considered as commercial under the influence of this law in the Indian state. In the case of Serajuddin v.Michael Golodetz, the Calcutta High court focus on the necessary condition regarding the arbitration process known as foreign arbitration. According to this law, the main points of a foreign arbitral award are that it should have occurred in the foreign country, anyone of the party consist of foreign nationals, it must be applied by the foreign law and its foreign arbitrator[36]. Section 34 of this domestic and foreign awards provide a proper procedure in the effective application of the effective settlement of

[35] http://www.intracen.org/Rules-of-Arbitration-of-the-Indian-Council-of-Arbitration/
[36]http://www.legalserviceindia.com/legal/article-660-recognition-and-enforcement-of-arbitral-awards-in-india.html

arbitral award. According to this law, there will be 90 days are required by the award holder.

According to this section, if the court finds its award as an enforceable at the execution stage, then no more challenge will be permitted in the question in the posting expiry of the period. When the arbitration-related act is considered in this Indian state, then it comes to the knowledge that this state law recognizes the foreign awards under the Geneva Contraction and New York Convention as a signatory of an arbitration related conception. Like if any binding award is received by the party of one country which is the signatory to the New York, then its award is made in the territory which is properly notified as a convention by the Indian state in its official gazette, and this word is enforceable by the state law. Its section 47 is majorly focused on the proper implication of the foreign arbitral award in this state in order to make a proper application of this court like high court and provide an original award, arbitration agreement or certified copy in a foreign language[37].

In the current era, there are some amendments made by the government of this state regarding the arbitration process where the different laws and legislation is formed. It is related to the arbitration agreement, its procedure, interim relief, its related awards, and other enforcement-related factors faced by this award. In India, there is proper usage of an alternative dispute resolution mechanism which is present in different forms like Sreni (corporation, Kulani (village council) and Puga (assembly).

Due to the over-burden of the official judicial system of India, most of the cases are resolved this arbitration process and known as a people court in his state. In the initial stage of its establishment, the arbitration act was formed and applied according to the situation — moreover, the arbitration act based on protocol and convention act of 1937. Different clauses of 1923 act and the proper execution of the Foreign Arbitral Award 1927 is seen in the current India laws of arbitration. On a timely basis, different amendments are made by the India legislation department according to the needs and demands of the current era[38].

In order to critically evaluate the proper legislation of India regarding the arbitration process, it is concluded that there is Indian Council of Arbitration (ICA), the Delhi International Arbitration Centre (DAC), and International Centre for Arbitrative Disputes Resolution (ICADR), the Mumbai Centre for International Arbitration (MCIA) and Nani Palkhivala Arbitration Centre (NPAC). In addition to this, the Singapore International Arbitration Centre (SIAC) worked as a foreign arbitral institution through the representative offices in India. The

[37] https://www.wipo.int/edocs/lexdocs/laws/en/in/in063en.pdf
[38] https://www.globallegalinsights.com/practice-areas/international-arbitration-laws-and-regulations/india

 [ISSN 2581-5369]

ICC arbitration is usually administered out of the Secretariat in Sao Paulo, Paris, Singapore, and Hong Kong. The London Court of International Arbitration (LCIA) established a subsidiary in this India is known as LCIA –India in 2009. In the year 2018, the amendment bill was passed by the New Delhi International Arbitration Centre Bill which is passed by the lower house of the parliament and is then pending before the upper house. The president of this state promulgated the NDIAC Ordinance o the 2nd March 2019 which is almost replica of the NDIAC Bill. Section 7(5) of this Act provides a reference in a contract which contains an arbitration clause constituted by the arbitration agreement[39].

IV. ARBITRATION LAWS OF SINGAPORE

In the state of Singapore, there are also some authentic arbitration related laws and legislation. Its Singapore Arbitration Act of 2001 explores the basic concept of the process of arbitration, the commencement of arbitration proceeding, arbitral tribunal and the arbitral proceedings. Its part 2 explores the basic arbitration agreement and its discharged process. According to part 7 of this Singapore Arbitration Act, the parties have allowed to proceed with the tribunal proceedings and conduct an arbitration process. The arbitration laws of Singapore are different from UK and India. These are formed under the SIAC. The Singapore laws are formed for international and domestic arbitration process. One of the primary feature of Singapore arbitration laws is selecting process of arbitrator. For example the Singapore arbitration laws allow their parties to elect arbitrator by their own will. If there is conflict between two parties and one of the party elect its own arbitrator for the settlement of dispute. While, on the other hand other countries arbitration laws does not allow their parties to elect their own arbitrator.

There is a brief description regarding the arbitration law in this state regarding the award, procedure, and the operating activities of this arbitration process. According to the Singapore Arbitration Law, the parties are severely and jointly liable to pay the arbitrators in the form of reasonable fees and expenses. All the fees related activities must be available in the written form, where both the parties are agreed on the legislation related to the settling of the disputes by the Registrar of the Supreme Court under the jurisdiction Act. Its section 9 of the commencement of arbitration proceedings explores that the particular dispute must be commenced on the date which is received by the arbitration process[40].

According to the Arbitration Act 2001 in Singapore, if any party institute any proceeding in a court against the other party in the agreement with respect to any matter, then before and after

[39] https://iclg.com/practice-areas/international-arbitration-laws-and-regulations/india
[40]https://www.jus.uio.no/lm/singapore.arbitration.act.2001/09.html

legal proceeding of this mechanism, it has to follow the certain step of the proceeding. Like in this proceeding, the court made an order under the jurisdiction of subsection 2 of this act where the court of a state may make any interim or other supplementary orders in the relation of two parties for the purpose of preserving the parties right.

Its section 4 of legal proceeding states that if no party of this proceeding has a period of two years after making the proceeding. This law is based on the efficient overcome the dispute level within a state while section 8 of this act explores the reference of the interpleader issues to the act of arbitration. Like if the court in order to relief the interpleader and any other issue remains between the claimants which is one of the arbitration agreement between them, then in this state, the court relief can cause many issues and between the claimants according to the agreement[41].

Under section 10 of the arbitration act, (1) of this act where different steps are to be taken in order to make an arbitration process smoothly. In addition to this, section 11(1) explores the Limitation Act in chapter 163 and the foreign Limitation Act 2012, where it applies the arbitral proceeding in the commencement. This Singapore Arbitration Act 2001 also explains that the parties are free to effectively determine the number of the arbitration and failing of such arbitration occurs through a single arbitrator. According to this act, the mean duration of cases is 13.8 months while the medium duration is 11.7 month for the detailed breakdown on the duration[42].

In Singapore, the International Arbitration Act (international level) and the Arbitration Act (domestic level) explores the basic point regarding how the parties appoint the arbitrator in Singapore and how the parties will do if the parties are not satisfied with this act. According to this act, the case filing fees is SGD 2,140, and for the overseas parties, its value becomes SGD 2000. Rule 3.1 of SIAC Rules 2016 requires that how a person submits the notice of the arbitration.

it comes to the knowledge that this state followed the efficient rules regarding the prevailing of the arbitration process. In this domestic state, the act of arbitration effectively regulates the arbitral proceeding regarding conducts. This arbitration act applied the place of arbitration and enacted the alignment of the law applicable in the cases regarding domestic arbitration with the help of 1985 UNICITRAL Model Law on the International Commercial Arbitration Law[43].

[41] https://sso.agc.gov.sg/Act/AA2001
[42]http://www.siac.org.sg/our-rules/international-arbitration-act/71-resources/frequently-asked-questions
[43]https://www.singaporelawwatch.sg/About-Singapore-Law/Overview/ch-04-international-and-domestic-arbitration-in-singapore

 [ISSN 2581-5369]

In international arbitration, this state follows the IAA where its chapter VIII explores the force of law in Singapore. According to this international law, anyone party must be placed in the business where the rules and regulations being followed.

When the local and international attribution level of both the state is considered, then it comes to the knowledge that there is some difference by specifying the court intervention and made a restriction of some court level in this scenario. The enactment of the Foreign Limitation Period Act in 2012 clarifies the laws regarding the arbitral proceeding.

There is a foreign Limitation Period Act which applies the related application regarding the applicable Limitation Period Act. There is also a difference between the laws and regulation regarding the settlement of their disputes — the operation of the dual-track of arbitration regime in a Singapore. The arbitration act of Singapore made an International Arbitration Centre for the effective performance of the local arbitration based institution. This SIAC offers a wide range of services including the arbitrator's appointment for an ad-hoc arbitration.

V. ARBITRATION LAWS OF UNITED KINGDOM

Most of the issues surrounding Brexit, London continue to the major problem under commercial arbitration. As a result, both central and ancillary issues to an international arbitral proceeding are faced by the English Court. English Court is seeking a way to support the arbitration and enforcement of agreement and awards.

Therefore, the court made the Arbitration Act 1996, which provides the framework for court and Arbitration users. The Arbitration Act 1996 applies both international and domestic arbitration. The Act applies to the seat of arbitration in England and Whales or Ireland. This act also relevant to the interpretation or placing the obligations on parties and arbitrators.

As, it has already mention above that each country has its own rules, regulations and procedures reading arbitration process. Each company’s laws are different from other countries laws. For example, the arbitration laws of UK are different from Singapore. Similarly, the arbitration laws of India are different from UK. The arbitration process of UK based on UNCITRAL. The whole arbitration process based on act. it comes to the knowledge that this state followed the efficient rules regarding the prevailing of the arbitration process. In this domestic state, the act of arbitration effectively regulates the arbitral proceeding regarding conducts. The features of UK arbitration laws are given below,

One of the primary feature of UK arbitration law is that it based complete process of arbitration. For example, the arbitration process begin and end in a whole process. The arbitration process

begin after the committee made. A specific arbitration committee is made and the committee discuss about the seat of arbitration. The arbitration laws in UK are based on seat of arbitration. The seat of arbitration is given to such person who is capable of that. Therefore, the arbitration process based on a complete process.

Further, the UK arbitration laws based on 'rule of evidence'. The rule of evidence shows that the arbitrator should collect and analyze the evidences and then make decision based on that evidence. For example, if there is conflict between two parties and the arbitrator is responsible to overcome the conflict. For this purpose, the arbitrator will collect all evidences and then make a decision. The collected evidences will help to made a decision by the arbitrator. Moreover, the arbitration laws of UK follow the entire procedure and each step of the process for better outcomes.

VI. THE RELEVANT CONVENTIONS OF THE 1996 ARBITRATION ACT

The arbitration process split into three parts:

Part 1(Section 1-84) develops the structure of ongoing arbitral proceedings or anticipated. This law including the provisions as to the appointment of the tribunal and including the powers of the English Court to support ongoing arbitral proceedings.

Part 2(Section 85-98) focuses on Domestic arbitrations like statutory arbitration and Consumer Arbitration.

Part 03: It focuses on foreign arbitral awards and arbitration process. The United Kingdom also signed and approved the Geneva Convention on the Executive of Foreign Arbitral Awards 1927. United Kingdom (which also include the Jurisdiction of England and Wales) also Signed and ratified the New York Convention in 1975. The Foreign Judgement Act 1933 provides for the enforcement of the Arbitral awards from the Commonwealth countries. The Arbitration (International Investment Disputes) Act 1966 makes provision for the enforcement and recognition of ICSID awards. The Arbitration Act 1950 (forerunner to the 1996 Act) remains ineffective with regards to the certain awards that don't fall under the New York Convention Act.

(A) London Based International Dispute Resolution Institutions

London Court of International Arbitration (LCIA) is illustrious Arbitration institution's with an Impressive 125 years history, and 1 st October 2014, a newly revisit set of rules of Arbitrations. London emerged the key seat for arbitrations, and most of the leading institutions are based in London. LCIA an international institution is generally regarded as a leading global

forum for the dispute resolution proceeding for all parties, regardless of their location or system of laws. The LICA court is the final authority for the proper application of the LICA rules. Its main functions are appointing the tribunal, determining the challenges of arbitrators and controlling the cost. The Court is made up of thirty-five members, selected to provide and maintain the balance of leading the practitioners in commercial arbitration, from the major countries of the world, and no more than six from the UK nationality.

The international arbitration institute in London which is also be known as LCIA. This court was formed in 1883 for the purpose of providing international arbitration laws and processes. It does not only provide the services in international arbitration, but it also provides a set of rules and procedure that must be followed in the arbitration process. The arbitration institute in London currently operate and rules under the nonprofit organizations. The LCIA was formed under mutual consideration with nonprofit companies. The board of directors lay the foundation of the institute and plan a regular session. This cannot be ignored that the arbitration process in London formed to identify and analyze the overall arbitration operations. Moreover, it has comes to the knowledge that Brexit deal plays an important role in arbitrating in the United Kingdom and closely observed by the practitioners. It decreases conflict. But Brexit deal does not appear to be so much impactful deal in the United Kingdom. In the fever of the arbitral process, England's Judiciary appears, and this act was presented by the arbitration act, which was made in the late 19's.

Generally, the cost of the London arbitration institute is highs, and the arbitrator made decisions on the basis of his own skills and abilities. In that survey, it was identified that 53 percent of seats for Paris are preferred more as compared to the set of London, which was 64% and Singapore seat was preferred to have 39 percent. A report was made from 2013 to the next three years. It was stated that the fee and the cost of the arbitral were lower for the LCIA as compared to the other rules institutes. In this report, it was stated that the speed of arbitral in increased by the LCIA awards. In the second month of 2018, the online database of arbitrator decisions challenges were made. It was an impactful act and helped the conflict participants in a good way. Arbitration should be included transparency.

The Chartered Institute of Arbitration (CIArb) administers the arbitration under its own rules and acts as an appointed authority. The CIAbr is a leading professional organization that represents the interest of Alternative Disputes Resolution (ADR) worldwide. It promotes, facilitates, and development of all forms of private disputes resolution worldwide. The Centre for Effective Dispute Resolution (CEDR) is the London based mediation and alternate disputes resolution which administers the arbitration under UNCITRAL Rules. There are many other

 [ISSN 2581-5369]

institutes that work for resolving disputes all over the world. The London Maritime Arbitrators Association (LMAA) has been the longstanding leading arbitral disputes with respect to Maritime disputes, under its own rules. Commodity disputes resolved under the commodity rules like the London Metal Exchange (LME).The arbitration Act 1996 deals with the Arbitration Agreement. Its section 5 of the 1996 Act requires the arbitration agreement to be in writing or evidenced in writing. This requirement reflects the section 7 of this 1985 Model Act. The English Courts have interpreted "writing" to mean the record kept by any means, including electronic record like Email. Section 6 of this Arbitration Act 1996 defines such type of agreement which submits to arbitration regarding present or future disputes.

The parties decided, and all the disputes are resolved by the arbitration. The arbitrators handle all the disputes arising between them, or they limit the arbitration to one type of dispute or the disputes concerning the breach of one contract.

(B) Consolidation of Proceeding

Section 35 of 1996 arbitration act provides that arbitral tribunal doesn't have the power to consolidate proceedings unless the parties to confer the power to a tribunal. Arbitration rules from the arbitral institution, allow for consolidated proceedings. For example, the LCIA arbitration rule provides article 22 for consolidation in different circumstances. The arbitration process defines. If tribunal gives permission, the English court can determine the issues of jurisdiction[44]. The IBA Rules in International Arbitration guide the arbitral tribunal on the rules of procedure and evidence. The arbitral tribunal set the procedure along with additional rules on evidence. The IBA guidelines on conflicts in international arbitration which provides the provision and addresses the issues of how; when these issues may exist and what are the requirement that imposes on the arbitrators. IBA guidelines reflect the actual IBA practices incorporates into the arbitration by the parties. IBA guidelines also provide clarity.

Section 34 of 1996 Arbitration Act deals with the written documents of case and submission, timing and location of the hearing, the extended part of documents of production, the manners in which evidence are tender and the extent to which arbitrator can take the initiative in ascertaining the facts and laws. There is no obligation for an award to be reviewed by another party before it comes final and binding[45]. Section 52 of the Arbitration act 1996 specifies that the parties are free to agree on the form of award. The award must be in writing, signed by all arbitrators, contain the reason for it(unless it is an agreed award), state the seat of arbitrators

[44] https://www.globallegalinsights.com/practice-areas/international-arbitration-laws-and-regulations/england-and-wales

[45] https://www.lexology.com/library/detail.aspx?g=1ea14eb7-32bd-4287-89b2-dda5c172bf24

and state the date on which award made. There is no obligation for an award to be reviewed by another party before it comes final and binding.

VII. COMPARISON BETWEEN INDIA, SINGAPORE, AND THE UNITED KINGDOM

(A) Comparison of India and UK arbitration laws

Now, it is important to compare the laws and regulations of these three countries, one by one. The arbitration laws in India based on the UNCITRAL model law. From the beginning of the period, India follows the rules and regulations of the UK[46]. From the beginning of the period, India law largely based on English common law. The Indian laws based on the UK based laws because of the highly influential effect of UK on India. Over a large period of time, the UK ruled over the entire world, including India. Therefore, most of the time, English rules followed. On the other hand, the arbitration rules of the UK based on the arbitration act in 1996[47]. The arbitration act of UK design in 1996 under a model law. The arbitration act of UK formed under the arbitration agreement, which is similar under the English law as to the other jurisdiction. One of the similarities among both arbitration countries rules is UNCITRAL. The UNCITRAL act formed under model 2006. The arbitration act and rules in India consist of different procedure and process. The country arbitration process based on the rule of evidence.

Moreover, the arbitration rules in the UK are completely based on the arbitration procedure. The arbitration laws of the UK based on the complete procedure. Such as the laws in the UK made after commencing the arbitration process, seta of arbitration, and rules of evidence. It based on 1996 UNCITRAL model while India's arbitration law based on 1940 arbitration act. UK arbitration law provides the commence of arbitration under section 14 of 1996. Section 14 of 1996 provide the arbitral proceedings by written notice to the other party. According to UK arbitration laws and regulation, it is essential to find a person who is capable of arbitration seat. For example, according to UK laws, the typical seat of the arbitrator is selected by the parties or court. While, on the other hand, the arbitration laws of India demonstrate that there is no concept of seat of arbitration. The Indian arbitration laws and regulations explain that an arbitrator selected by the parties itself. India is a country which still follows the conventions. India is responsible for following the clauses of arbitration under a 1923 act.

Another difference recognizes in terms of rules of arbitration among both countries — the UK arbitration process based on the rule of evidence. The rule of evidence stats that an arbitrator

[46]http://madaan.com/arbitration_india.html
[47]https://www.globallegalinsights.com/practice-areas/international-arbitration-laws-and-regulations/england-and-wales

must resolve the conflict among both parties on the basis of evidence. For example, if there is held a dispute between two parties. One party continuously blame others without any evidence. It is compulsory that both parties present their issue in front of an arbitrator with complete evidence. Without evidence, the arbitrator cannot handle the dispute among both parties. The rule of evidence was formed under the 1996 act. According to this, the tribunal has authority to analyze and examine the evidence.

On the other hand, the Indian arbitration process does not base on the rule of evidence. The rules of arbitration in India formed and set by the council of arbitration. The rules of arbitration in India shall apply only when parties are agreed in written agreement and dispute. The Indian arbitration act and rules consist of the arbitral award, the role of the committee, the council as well as governing body[48]. Rule three of the arbitration act of India demonstrate that there is an arbitration committee formed before the settlement of the dispute. The arbitration committee consists of the president of the council with members of the governing body and committee itself. The member person joins the committee on the basis of abilities and skills. Moreover, the committee regarding arbitration may co-opt with more than two people and the person who is not a member of the committee; they may also be co-opted with the members of the committee. The Indian arbitration process does not highlight the concept of the rule of evidence, which considers as one of the primary weakness of the arbitration process.

The UK arbitration process laws demonstrate the element of expert evidence. The UK arbitration process demonstrates that arbitrator must need expert evidence under section 37 of the 1996 act[49]. This act gives the power to the tribunal to appoint its own expert. According to this rule, before hearing the final decision, an arbitrator must need expert evidence to solve the problem while the Indian arbitration act does not consist of such rules and act. The Indian arbitration act consists of the arbitral tribunal. Similarly, the Indian arbitration act and rules depend on guidelines and council. The council and governing body play an important role in the whole arbitration process.

(B) Comparison of UK and Singapore arbitration laws

One of the primary difference between Singapore and UK arbitration laws is the ruling body. The Singapore arbitration laws are commenced and formed by 'Singapore international arbitration center.' While the UK arbitration laws are formed by the UK arbitration center. The arbitration rules in the UK are formed under the act of 1996. SIAC is an independent and non-

[48]http://madaan.com/arbitration_india.html
[49]https://www.globallegalinsights.com/practice-areas/international-arbitration-laws-and-regulations/england-and-wales

profit arbitration institution which is responsible for providing the case management services to the international business community.

The Singapore arbitration laws and regulations illustrate that there is a selection of arbitral tribunal. The arbitrator is responsible for collecting and analyzing the evidence of parties disputes. It has discussed under the laws and regulations of arbitration; the parties have wide autonomy in their selection of the arbitrator. According to rules and acts of Singapore, the parties can select their own arbitrator based on the nature of the dispute. Moreover, Singapore laws demonstrate that the parties can choose the method for selecting the arbitration procedure. While, on the other hand, the UK arbitration laws do not allow parties to select an arbitrator to own its own. This is one of the primary difference that has been observed in acts and rules of Singapore and UK arbitration laws.

At the same time, it has been observing that UK arbitration acts and rules consist of the entire process of arbitration. For example, the UK arbitration process consists of different steps. The arbitration rules determine under the arbitration agreement. The parties under the arbitration process determine the causes of disputes. After determining the causes of disputes, the parties enter an arbitration process. When parties enter in the arbitration process, they determine all relevant points. The Singapore arbitration laws demonstrate both domestic as well as international laws to solve a dispute[50]. Similarly, the UK arbitration laws determine the rules and regulation for both domestic and international laws. There is a specific selection of arbitral tribunal in Singapore arbitration laws. The selection of arbitral tribunal consists of parties' autonomy, the procedure, selection of the arbitrator. First of all, the arbitral tribunal identifies autonomy. The parties have the autonomy to select their arbitrator, including as the number of arbitrators. Similarly, the qualification and skills of arbitrator matter a lot. After identifying the autonomy given by the arbitrator, the parties chose the method of selection. Finally, the court intervenes in the selection of arbitration. Mainly, the process followed under both countries is a key difference.

Moreover. The global business operations also existed up to the modern era. The quantity and associated units were limited. The emergence of the industrialization in technological use and the boom in IT has made the globe very narrow in reach and operations have expanded tremendously around different countries. Where there are voluminous and countless dealings at global as well as national level, it is only inevitable that conflicts also arise.

Another primary difference between UK and Singapore laws is discussed in terms of the power

[50]https://iclg.com/practice-areas/international-arbitration-laws-and-regulations/singapore

of parties. The power of arbitral tribunal in terms of Singapore arbitration laws is set out in terms of provision of an act. The parties have power in terms of tribunal arbitration. The laws determine the power of tribunal. For example, the power of tribunal identifies in terms of security of cost, documents, and interrogatories, evidence of affidavit, and the preservation. While the UK arbitration laws do not follow the process. The arbitration committee does not follow the entire procedure in order to make the arbitration process smooth.

The UK arbitration laws consist of commercial as well as international arbitration resolution. The committee of arbitration focuses on commercial as well as international arbitration disputes. The commenced committee does not only handle the disputes of commercial parties, but it also handles the international disputes among parties. The collected evidence shows that UK arbitration is strongest among all other countries. The UK arbitration rules and regulations are effective as compared to other countries rules and laws. Recent evidence collected from a website shows that in 2017 seated in London. This means that the major cases regarding the arbitration process and disputes have been handled in the UK. In 2017, almost 94% of cases present in London[51].

The Singapore arbitration laws based on arbitral awards as well as enforcement awards. Article 15 of the arbitration process highlight the perspective of arbitration. It was discussed that the arbitral award is the key matter irrespective of this matter in which country made. The Singapore arbitration laws based on provisions, articles description, and different application. While, on the other hand, the UK arbitration laws and regulation based on enforcement of awards and arbitral recognition. A principle of arbitration formed under UK arbitration laws. The disputes among the two parties do not highlight the legal boundaries and regulations. The arbitration procedure of the UK provides greater certainty about the enforcement of awards. Here are some advantages and strengths identified regarding the arbitration laws of the UK.

One of the primary advantages of UK arbitration laws is that it provides the greater certainty regarding enforcement of awards[52]. It avoids the specific legal system and certain jurisdictions while making a decision. While the Singapore arbitration laws do not base on such pillars. They have their own strengths. For example, the Singapore arbitration law allows their parties to elect an arbitrator by their own will. They allow parties to select the procedure after deciding the conflict to arise. This considers as one of the biggest strength of the Singapore arbitration

[51]https://uk.practicallaw.thomsonreuters.com/4-502 1378?transitionType=Default&contextData=(sc.Default)&firstPage=true&bhcp=1
[52]https://uk.practicallaw.thomsonreuters.com/4-502-1378?transitionType=Default&contextData=(sc.Default)&firstPage=true&bhcp=1

process. They have flexibility in terms of electing the arbitration procedure. Similarly, this strength cannot be examined in UK arbitration laws and regulation. The key matter is the rules and procedure in all these countries are different. Therefore, based on individuals strengths and weaknesses, the arbitration process is recognized.

The analysis and comparison of these countries arbitration laws show that the arbitration process is very crucial for countries. Without arbitration rules and process, the dispute among parties cannot be resolved.

(C) Comparison of India and Singapore arbitration laws

The arbitration process and rules of India and Singapore are different on the basis of the arbitration process. The whole process consists of rules of India formed on UNCITRAL. The Indian arbitration laws based on British arbitration rules and laws. They did nit focuses on implementing new rules and arbitration process. However, by the passage of time, India focuses on making new rules and processes in arbitration. On the other hand, Singapore arbitration laws were commenced and formed by the arbitration committee. The arbitration committee of Singapore is responsible for making all decisions.

Another primary difference between arbitration rules of both countries is the process of arbitration. The India arbitration process does not follow the seat of arbitration. It is compulsory when arbitration processes followed the seat of arbitration plays an important role. The seat of arbitration defines that an arbitrator should have such skills and abilities that match with arbitration seat. For example, if the dispute held between two countries or two parties, the arbitrator decides how the dispute handle. Therefore, the arbitrator should have such skills and abilities so that arbitrator can solve the dispute. The arbitration process and rules in India formed after filling the arbitration seat. While, on the other hand, the Singapore arbitration process does not define the importance of seta of arbitration in the whole arbitration process. Although the Singapore arbitration process follows the rules and guidelines, but their rules are somehow different from India arbitration rules and procedure.

Secondly, the arbitration process of India focuses on the rule of evidence. According to the rule of evidence, the arbitrator completely collects the evidence and then made a decision. Under the arbitration process, the arbitrator is responsible for resolving the conflict between two parties, and in order to resolve this conflict, the arbitrator needs true evidence. The arbitration process in India based on the rule of evidence. While the arbitration process of Singapore does not provide such information, they provide the information reading international dispute settlement.

 [ISSN 2581-5369]

Now, here IAA refers to arbitrations that are internationally explained like any other arbitration proceeding that includes a trans-border component, however, participants in arbitration process may agree that perhaps the IAA applies to arbitrations which would not be deemed international if mentioned in the arbitration clause.

Another big difference between India arbitration and Singapore arbitration process is the rights of parties if any dispute held between two parties, the arbitration act of Singapore allow their parties to select the arbitrator in order to efficiently solve the dispute among two parties. While, on the other hand, the India arbitration process and rules do not allow their parties to select the arbitrator for resolving the dispute. The arbitrator is only given a stated time period in order to resolve the conflict. These were the major differences regarding the arbitration process of three countries e.g. India, Singapore, and the UK.

VIII. CONCLUSION

With the increase in technology and its adaptation in different aspects of life, there are many beneficial outcomes included in this evolvement of technology. One of the major use of technology is in the organizational and business aspects. Technology has connected societies, communities, states, and countries around the globe. They are more connected and are depending on one another in terms of resources, business, organizations operating together for increased productivity, and other such outcomes are included as well. As discussed in the paper that due to the increase in technology and its excessive involvement in organizational aspects of life, international trade has become the core of the whole universe of business. With such increased involvement and communication in the major aspect of life which plays a key role in not only shaping organizations but also contributes greatly in forming societies, communities, states in terms of a strong economy, some disputes arise.

As the objective of the study was to conduct an investigation about the international law that works through the practice of model legislation, organizational regulations, domestic legislation, and international conventions. The role of arbitration is identified as an alternate technique which is helpful in resolving conflicts that arises because of the excessive communication in international trade around the world. How arbitration is evolved in the discussed aspects, the necessity of having arbitration technique as a dispute resolver is identified accordingly to three different countries that are India, Singapore, and the United Kingdom.

The awards in terms of arbitration and the agreements that are included and to be followed properly are identified and discussed accordingly to the context as it was the aim of the

 [ISSN 2581-5369]

dissertation. The difficulties in the implementation of the arbitration technique are identified and discussed in the dissertation and holds a significant value as it is helpful in viewing the difficulties in a deeper, broader, and cleaner way. In this case, some challenges were identified for the process of arbitration that are included in the aspects of international relations among countries like India, Singapore, and the United Kingdom.

Besides the discussed aspects, some advantages and disadvantages of international arbitration are identified. For example, there is a lack of flexibility in the procedures for solving the dispute between two parties, and the selection of arbitrators is possible as is discussed. This selection of an arbitrator in an arbitration technique can include external influences and can lead to outcomes that can be undesired one. As a result, such factors and related ones can lead to opposite outcomes in terms of the final result of disputes. The literature is carried in accordance with the objectives of the study, which also included the evaluation for refusal of the recognition and enforcement under the defects in global terms such as conventions and domestic identification. The challenges as are discussed already were in focus as well. More importantly, the study of the legislative framework in terms of the acceptance and enforcement of arbitration in India, United Kingdom, and Singapore was carried accordingly.

The arbitration laws of each country were analyzed properly and accordingly to the related aspects and factors. In this case, India and its arbitration laws are the most important source of dealing with the disputes in different parties. These laws help in dealing with potential issues that are being faced in India. India Council of Arbitration plays a major role in this case as it forced the settlement of two parties without the restoration of actions of the court.

There are some effective laws of arbitration that are identified, which contributes greatly to overcoming the disputes between parties. For example, rule number 42 of arbitration law states that if there is a dispute that occurred in India, then it must be in the state where the arbitral tribunal can easily be determined. This determination of arbitration was for the convenience of arbitrators and the parties that were to be included. In the case of Singapore and its arbitration laws, Singapore Arbitration Act of 2001 was identified in terms of the basic concepts of arbitration. This included the commencement of the arbitration and its proceeding, arbitral tribunal and the proceedings of arbitral.

The second part of Singapore arbitration law identified agreement of arbitration and its discharging process. Similarly, various parts provided significant information about the state of arbitration in Singapore. In Singapore's law of arbitration or the Arbitration Act, 2001 of Singapore forces the preservation of the rights of parties. As discussed above the selection of

an arbitrator in India, similarly Singapore's Arbitration Act 2001 focuses on the selection of arbitrators and relevant aspects as well.

The International Arbitration Act, in terms of international level and the Arbitration Act in terms of domestic level, helped in exploring how the selection of arbitrator occurs in the state. In this case, the basic aspects are explored that how the parties appoint the arbitrator and further processes and or procedures to be included. For example, the processes that were to be kept under the focus when parties are completely satisfied with the arbitrator and also that what legal processes and terms are to be considered when the parties are not satisfied with the arbitrator. In other words, different aspects of arbitration, parties, and arbitrators are explored which contributed greatly in laying emphasis on the objective of the study as it helped in recognition and enforcement of arbitral awards in India, United Kingdom, and Singapore. Similarly, the recognition and enforcement of arbitral awards in the United Kingdom have been explored accordingly to the context as India and Singapore are discussed. In other words, the recognition and enforcement of Arbitral Awards in each of countries are explored and discussed. In order to overcome any underlying flaws, issues, and challenges, proper recommendations are provided for each country is provided. This will help in receiving potential benefits or arbitration across the states and will help in solving major disputes or international disputes between parties.

IX. RECOMMENDATIONS

It is basically a third party that resolves the conflicts or disputes between the countries. There are different types of laws and rule used by different countries regarding the arbitration process. The basic objective here is to give recommendations to the countries about how they can improve the system of the arbitration process. These recommendations are basically based on different laws practiced by India, U.K, and Singapore in their arbitration system.

The arbitration process of India is based on the UNCITRAL model law, which basically solves the problem regarding domestic arbitration. However, the basic problem regarding India is, it does not follow the seat of Arbitration, which is a vital aspect in any arbitration proceeding. It is recommended to India, to use the seat of arbitration in their arbitration process. It is because the situs is not just about a question regarding where an institution is based, it is about where all the hearings will be held and where there may be a good pool of arbitrators. It is also about having power over arbitration and the scope of that power.

The arbitration seat is necessary because it determines the law of the procedure and as well as the involvement of the courts over the seat. In other words, it gives a meaning to the jurisdiction

 [ISSN 2581-5369]

to handle all the disputes carefully and sharply. Moreover, the arbitration process in India also doesn't follow the rule of evidence. The rule of evidence is a necessary element that should be followed because, in civil litigation, the rule of evidence is considered an important process. The admission of evidence is highly regulated because it is reliable and not unfairly prejudicial. On the other hand, it is known as the additional facility arbitration, which is basically associated with both federal and local rules of evidence. However, it is necessary for each party to file evidence in support of their claim. This type of evidence should be based on the facts upon which the parties need to rely on.

Evidence rule is important, in which evidence should be filed in a disciplined manner, within a form and proper timing. If the evidence is presented in another language, then it should be submitted in an original language along with a translation. In this case, it is recommended to the arbitration of India to consider and use the rule of evidence, in order to solve the matter and disputes more accurately.

On the other hand, the arbitration system of U.K does not have a specific arbitration committee. An arbitration committee is a very necessary and important element in the arbitration process, which basically focuses on laws, procedures, and practices related to the arbitration of translational and other relevant disputes. The main objective of an arbitration committee is to share information about international arbitration and promotes its use. It is also used to increase the effectiveness of international arbitration. So, it is recommended to the arbitration of U.K to form a specific arbitration committee.

In simple words, an arbitration committee is a small group of trusted users who mainly serve as the last step of dispute resolution. It was originally settled by Jimmy Wales who took over his role by forming an arbitration committee and resolving the complex disputes between different users. It also provides different parties to a controversy with a choice other than litigation. It is known as one of the best, and well-established used a means to an end a dispute. It is like an alternative option for resolving a dispute.

Moreover, the arbitration process in Singapore and India is composed of both domestic and international laws, which is one of the effective moves. However, on the other hand, U.K does not follow this rule, and their arbitration process is completely based on international laws. In this case, it is recommended to the U.K to use both domestic and international laws in their arbitration to have a more effective result. The international laws in arbitration mainly focus on the arbitration between companies and individuals, whereas the domestic laws are like an arbitration community in which a person is appointed to hear a case that usually takes place

 [ISSN 2581-5369]

within one jurisdiction. It is important to consider both domestic and international law; however, these two laws are structurally different and should not be conflated. There is a need to handle both types of laws and arbitration by practicing it on a different level.

Moreover, the arbitration of Singapore is a little bit different, in which the parties itself chose a specific arbitrator. However, this method is used to make sure that the chosen arbitrator does not have any interest in the matter. But this method is not effective. The arbitrator should be chosen by other members of the community too because normally parties do not have direct interaction with the arbitrators, and they randomly chose them. In many different cases, the court has to agree on it. However, a certain method is to make a list of arbitrators by the court and then handle it to an opposing party.

The process of choosing an arbitrator is a critical one, which should be done by a certain set of rules and phases such as parties and other members of the legislation should also be allowed to choose the arbitrator. It is one of the important phase, in which an arbitrator should be chosen on the basis of trust instead of choice. According to the law, arbitrators have to be both impartial and independent, but it should be not in the hand of the law on who can become an arbitrator. It should be done by an experienced person who should have a piece of complete knowledge about the arbitrators. Moreover, the arbitrators should follow a certain set of rules to become an arbitrator, such as acquiring people-handling skills, etc. All of these recommendations given to different countries are necessary to follow for effective arbitration.

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 [ISSN 2581-5369]

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