

# IMC

## Chamber of Commerce and Industry IMC ARBITRATION COMMITTEE

### News Bulletin- Published and circulated monthly

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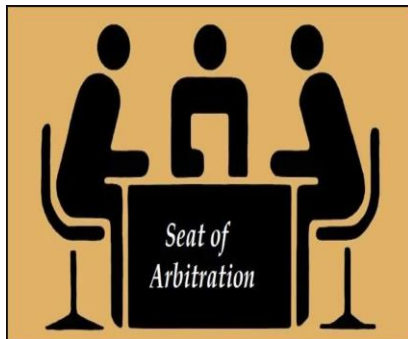
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## **THE BEGINNING OF THE REIGN OF PARTY AUTONOMY?**

*By Amoghavarsha*



The Hon'ble Supreme Court has held that two Indian parties can arbitrate outside India and while carefully providing clarity that there is no harm caused to the public in permitting Indian parties from designating a foreign seat of arbitration.

In the recent judgement of *PASL Wind Solutions Private Limited Vs GE Power Conversion India Private Limited (Pasl Wind)*<sup>1</sup>, the Supreme Court of India has provided clarity on the much-debated question as to whether two Indian parties can arbitrate outside India.

The Hon'ble Supreme Court while answering the question in the affirmative, has given due importance to party autonomy and held that there is no clear and undeniable harm caused to the public in permitting Indian parties/entities from designating a foreign seat of arbitration.

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<sup>1</sup> 2021 SCC OnLine SC 331

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Presided over by a three-member bench consisting of Hon'ble justice Mr. R. F. Nariman, Hon'ble justice Mr. B.R. Gavai and Hon'ble justice Mr. Hrishikesh Roy, the Supreme Court also recognized the rights of such parties to seek interim relief from Indian courts, where necessary. The question of whether two Indian parties can choose a foreign law has now been answered in the affirmative by the highest court of appeal in India.

Brief History on the stand taken by the courts previously:

There have been several instances of contradictory views held by different courts at different times in India.

In the year 1999, in the case of *Atlas Export Industries Vs. M/S Kotak & Company*<sup>2</sup>, the Supreme Court had upheld the right of two Indian parties to choose a foreign seat of arbitration primarily on grounds of party autonomy.

However, in the year 2008, in the case of *Tdm Infrastructure Private Vs Ue Development India Pvt. Ltd*<sup>3</sup>, a Single Judge of the Supreme Court took a contrary view. While hearing the matter arising from Section 11 application appointing an arbitrator, the Supreme Court held that arbitrations between Indian entities/ parties, are not “international commercial arbitrations”. It was also held that Indian nationals should not be permitted to derogate from Indian Law. The decision in this case laid precedence that two Indian

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<sup>2</sup> (1997) 7 SCC 61

<sup>3</sup> (2008) 14 SCC 271

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parties cannot choose a foreign seat for arbitration.

A few judgments that followed from different High Courts held opposing interpretations of these two judgments.

In the year 2015, in the case of *Sasan Power Limited Vs. North American Coal*<sup>4</sup>, the Madhya Pradesh High Court held that two Indian parties can choose a foreign seat. The court found that such an arbitration would result in a “Foreign Award”, which was enforceable in terms of Part II of the Arbitration Act. In doing so the Court followed *Atlas Export Industries Vs. M/S Kotak & Company* (a Division Bench

decision) over the case of *Tdm Infrastructure Private Vs Ue Development India Pvt.Ltd.* This view was also followed in 2017 by the Delhi High Court in *Gmr Energy Limited Vs Doosan Power Systems*.<sup>5</sup>

Whereas, in the year 2015, in the case of *M/s Addhar Mercantile Private Limited (Applicant) v Shree Jagdamba Agrico Exports Pvt Ltd.*,<sup>6</sup> the Bombay High Court took a contrary view referring to the case of *Tdm Infrastructure Private Vs Ue Development India Pvt.Ltd* and held that, since both the parties to dispute were Indian, they could not derogate from Indian law by opting for a foreign-seated arbitration.

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<sup>4</sup> (2016) 10 SCC 813

<sup>5</sup> (2017) SCC OnLine Del 11625

<sup>6</sup> 2015 SCC OnLine Bom 7752

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In the present case, *PASL Wind Solutions Private Ltd. v. GE Power Conversion India Private Ltd.*, the Supreme Court of India ruled in favour of party autonomy. It was held that two Indian parties are entitled to elect a foreign seat of arbitration. The Supreme Court further clarified that the arbitral award passed in such cases would be considered as a foreign award enforceable under the provisions of Part II of the Arbitration Act, 1996 (“Arbitration Act”).

This judgment has paved a way for parties to choose a foreign seat of arbitration, and for the losing party to have ‘two bites at the cherry’ post the award, that is, while challenging the award before courts at the foreign seat of arbitration, as also resisting the enforcement of the foreign award in India. Additionally, reliefs under Section 9 of the

Arbitration Act will continue to be available to such arbitrations.

### *Analysis:*

The decision of the Supreme Court is a welcome one, especially in the field of commercial arbitration. It provides for party autonomy and recognizes the legitimate commercial concerns which motivate parties to choose a foreign seat even for India related arbitrations. The issue of permissibility of Indian parties to choose a foreign seat was critical for foreign companies having subsidiaries in India. Many foreign companies prefer the adjudication of disputes between the Indian subsidiaries and other Indian parties outside India for several commercial reasons. It could be pertaining to neutrality, could be the efficiency of courts supervising the arbitration proceedings or

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could be the speed of disposal of challenged arbitration awards before courts, should a challenge arise.

The present judgment offers autonomy to parties to choose a foreign seat of arbitration of their choice, and enforce such agreements under Indian law. Indeed, as the Court has remarked in Paragraph 60 of the judgment, *“the decks have now been cleared to give effect to party autonomy in arbitration. Party autonomy has been held to be the brooding and guiding spirit of arbitration.”*

### ICC ARBITRATION RULES, 2021

*By Pranav Narayan Govind*



The International Chamber of Commerce Arbitration Rules 2021 (“**2021 Rules**”) came into force on the 1<sup>st</sup> of January, 2021.<sup>7</sup> The proposed changes are intended to “mark a further step towards greater efficiency,

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<sup>7</sup> (Commerce, 2021)

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flexibility and transparency”. With more than 850 new cases going into 2019, the ICC has continued to maintain its position as a leading international arbitration institution and the revised rules are intended to represent the “gold standard” of the international arbitration practice. A few key changes to be noted are:

- i. **Article 7 (5)** of the 2021 Rules allows the arbitral tribunal, upon request of any party, to admit additional parties to the arbitration proceeding even without the consent of all parties, if the additional party accepts the constitution of the arbitral tribunal and agrees to the terms of reference. This amendment increases the chances of a successful joinder in an ongoing arbitration. The arbitral tribunal shall render the joinder decision based on its assessment of all relevant circumstances, which may

include whether (i) the arbitral tribunal has *prima facie* jurisdiction over the additional party; (ii) the timing of the request for joinder; (iii) possible conflicts of interests; and (iv) the impact of the joinder on the arbitral procedure.

- ii. The 2021 Rules have expanded the scope of **Article 10 (b)** and will now allow the ICC Court to consolidate two or more pending arbitrations into a single arbitration, even if the arbitrations are between different parties and based on separate contracts, as long as the “arbitration agreements” are the “same”.
- iii. In a similar fashion, the revised **Article 10(c)** now allows the Court to order consolidation when "the claims in the arbitrations are not made under

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the same arbitration agreement or agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Court finds the arbitration agreements to be compatible."

- iv. In order to make the Tribunal more independent and impartial, parties are now under a duty to immediately inform the Arbitral Tribunal, Secretariat of the Court, and the other party(s) to the arbitration proceedings about a non-party who is funding the claims or defences in the proceedings and has a vested interest in the outcome of the arbitration proceedings. The procedure to be followed is laid down in **Article 11(2)** and **(3)**.

- v. In the event of absence of any joint nomination or agreement between the parties regarding the constitution of a three-member tribunal, Article 12(8) of the ICC Arbitration Rules 2017 ("**2017 Rules**") entitles the Court to appoint each arbitrator and designate the president. The 2021 Rules build on Article 12(8) by allowing the Court to disregard "unconscionable arbitration agreements" and appoint the arbitral tribunal in any arbitration. The new **Article 12(9)** provides that, "notwithstanding any agreement by the parties on the method of constitution of the arbitral tribunal, in exceptional circumstances the Court may appoint each member of the arbitral tribunal to avoid a significant risk of unequal treatment and unfairness that may affect the validity of the award."



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- vi. Under the 2017 Rules, videoconference and telephonic communications were only allowed for case management conferences and expedited arbitration proceedings. However, under the 2021 Rules, the aforesaid modes have been allowed to be used for conducting regular arbitration hearings as well.
- vii. Under the 2017 Rules, parties had to initiate a new arbitration if the tribunal had not ruled on a claim raised during the proceedings, however under **Article 36(3)** of the 2021 Rules, the party may apply for an additional award within 30 days of receiving the original award.
- viii. The expedited arbitration procedure was one of the most significant

innovations introduced in the 2017 Rules. The expedited procedure provides for reduced fee rates and delivery of awards within six months from the date of the case management conference by a sole arbitrator. The 2021 has raised the threshold from \$ 2 Million to \$ 3 Million to ensure that more parties are heard and grievances redressed. As a significant proportion of cases registered with the ICC are low-value arbitrations, raising the threshold will enhance the number of arbitrations filed under the streamlined expedited procedure, thereby promoting the time and cost efficiency of ICC arbitrations.

With these changes, the ICC has ensured that International Arbitration Proceedings are able to go forth without suffering from any hiccups caused by the CoVID-19 pandemic. Whereas there have not been major changes

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from the 2017 Rules, the 2021 Rules nonetheless represent the commitment of the ICC to allow for greater efficiency and effectiveness in the process and calls for greater collective initiative on the part of the parties to resolve their disputes in a speedy and less-expensive manner and the changes are intended to make the process more streamlined and more web-friendly. With these changes, the ICC is expecting to see a considerable increase in the number of disputes being arbitrated under the provisions of the 2021 Rules, especially given the current circumstances of the ongoing pandemic.

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**UNBRIDLING THE TECHNICALITIES  
FOR PROVIDING SUBSTANTIAL  
JUSTICE: DELHI HIGH COURT ON  
APPOINTMENT OF ARBITRATOR**

*By Priyanka Ajjannavar*

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Hon'ble Justice V. Kameswar Rao of the Delhi High Court in the case of ***Oyo Hotels And Homes Pvt. Ltd. vs Rajan Tewari & Anr.***<sup>8</sup> in its judgment dated February 9, 2021, held that “*the court has power to set aside the appointment of an Arbitrator, if such appointment is ex-facie contrary to the arbitration clause provided in the agreement.*”

The petition before the Delhi High Court was filed by Oyo Hotels And Homes Pvt. Ltd. Seeking appointment of an Arbitrator to adjudicate the claims and to declare that the appointment of Hon'ble Justice Aruna Suresh, appointed by the Respondent, has no jurisdiction to adjudicate the dispute between the parties.

The facts emanating from the petition are that a Lease Deed dated May 27, 2019, (*Lease Deed*) was entered and executed between Oyo Hotels And Homes Pvt. Ltd (*Petitioner*) and Rajan Tewari (*Respondent*). Pursuant to the execution of the Lease Deed, the Petitioner herein started using the premises to carry on its commercial activities. With the outbreak of the Covid-19 pandemic, the hospitality sector was severely affected, and in view of the same, the petitioner invoked the *force majeure* clause provided in the

<sup>8</sup> Arb. P. 424/2020 (MANU/DE/0206/2021)

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Lease Deed by its email dated March 27, 2020. After detailed discussions held between representatives of the Petitioner and Respondent, the Respondent agreed to amend the commercial understanding between the parties.

As per clause 11.2.1 of the Lease Deed, the Respondent is under obligation to get approvals required for carrying out the commercial activities, however, even after repeated requests the Respondent failed to do so and instead issued a letter dated June 03, 2020 demanding payment of money. Thereafter, by letter dated June 23, 2020, the Respondent invoked the arbitration clause under the Lease Deed citing the existence of disputes between the parties and nominated learned Retired. Justice Aruna Suresh as sole arbitrator for the adjudication of dispute.

The issue before the Court was as to whether the Court has jurisdiction under Section 11 of Arbitration and Conciliation Act, 1996 (*Act*), after the appointment of an arbitrator.

The learned counsel appearing for the Petitioner submitted that the sole arbitrator was appointed by the Respondent without the consent of the Petitioner. Despite objections raised, the Respondent went ahead with the hearing.

On the other hand the learned counsel for the Respondent submitted that the Petition filed by the Petitioner herein is not maintainable, as the Court has limited scope of enquiry in a petition under Section 11 of the Act. It was contended that since the Petitioner is seeking termination of the appointment of the Arbitrator, the court has no jurisdiction to set aside the appointment.

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While deciding the petition, the court considered the well settled law enumerated under various judgements passed by the Supreme Court of India. The Hon'ble High Court upheld the principle enshrined in *Walter Bau Ag V. Municipal Corporation of Greater Mumbai*<sup>9</sup>, to hold that “*Unless the appointment of the Arbitrator is ex facie valid and such appointment satisfies the Court exercising jurisdiction under Section 11(6) of the Arbitration Act, acceptance of such appointment as a fait accompli to debar the jurisdiction under Section 11(6) cannot be countenanced in law.*” The aforesaid position was followed by Hon'ble High Court of Delhi in *Naveen Kandhari & Anr V. Jai Mahal Hotels Pvt Limited*<sup>10</sup> and *Manish Chibber V. Anil Sharma And Anr*<sup>11</sup>.

Having regard to the facts of the case and following the various precedents, the Hon'ble High Court was thus of the view that if a party fails to act as per the procedure enumerated in the Agreement for the appointment of Arbitrator, then the Court has right to set aside the appointment under Section 11 of the Act. In the present case, the Respondent had appointed the Arbitrator without the consent of the Petitioner, thus, the Hon'ble High Court allowed the petition filed by the Petitioner and appointed an arbitrator.

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<sup>9</sup> 2015 (4) SCJ 379

<sup>10</sup> 2018 SCC OnLine Del 9180

<sup>11</sup> 2020 SCC OnLine Del 1731

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## **PARTIES' AUTONOMY VIS-A-VIS VENUE SHOPPING**

*By Priyanka Ajjannavar*



Resolving the disagreement in yet another notable judgment dated April 13, 2021 in *M/S Inox Renewables Ltd. v. Jayesh Electricals Limited*,<sup>12</sup> the divisional bench of the Supreme Court of India, comprising Justice Rohinton Fali Nariman and Justice Hrishikesh Roy allowed the appeal and set aside the order dated October 9, 2019 ('**impugned order**') passed by the High Court of Gujarat.

The appeal was preferred by in *M/S Inox Renewables Ltd.*, (*Appellant*) challenging the order of High Court of Gujarat.

Originally, one *M/s Gujarat Flurochemicals Limited (GFL)* executed a Purchase Order in favor of *Jayesh Electricals Limited (Respondent)* on 28 January, 2012, for manufacture and supply of transformers. Subsequently, the *Appellant* took over the

<sup>12</sup> Civil Appeal No. 1556 Of 2021 (MANU/SC/0285/2021)

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project by way of a Transfer Agreement dated 30 March, 2012. As per the said Purchase Order, the venue of Arbitration was agreed as Jaipur. However in terms of the said Transfer Agreement, the arbitration clause conferred exclusive jurisdiction on Vadodara, as the seat of Arbitration.

Certain disputes arose between the parties, consequently, the Respondent herein approached High Court of Gujarat at Ahmedabad for appointment of an Arbitrator under Section 11(6) of Arbitration and Conciliation Act, 1996 (*Act*). On joint request made by both the parties, the Hon'ble High Court had appointed the Arbitrator to resolve the dispute between the parties. Subsequently, the award was passed by the Arbitrator. The said award was challenged by Appellant before the Ahmedabad Court. The

Respondent contended that the Courts at Vadodara have jurisdiction over the matter. The said contention was accepted by the Ahmedabad Court. Aggrieved by the said decision, the Appellant challenged the same before the Supreme Court.

The learned counsel for the Appellant contended that the venue of the Arbitration was mutually decided by both the parties, therefore, the impugned order passed by the High Court has to be set aside. Further, he relied on the decision in *BGS SGS SOMA JV V. NHPC Limited*<sup>13</sup>.

On the other hand the learned Counsel for the Respondent relied upon *Videocon Industries Limited vs. Union of India & Anr*<sup>14</sup> and *Indus Mobile Distribution Private Limited vs. Datawind Innovations Private Limited*,<sup>15</sup> and submitted that, the proposal of change in

<sup>13</sup> (2020)4SCC234

<sup>14</sup> (2011) 6 SCC 161

<sup>15</sup> (2017) 7 SCC 678

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seat could only be by way of a written agreement signed by the parties and not by oral agreement.

In the above case Hon'ble Supreme Court held that, when parties have mutually consented to the seat of arbitration to be at Ahmedabad, the Courts at Jaipur will no longer have jurisdiction to entertain the dispute arising between the parties.

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### **INDIA LOST THE CAIRN RETROSPECTIVE TAX ARBITRATION CASE: NEED TO CHALLENGE INDIA'S SOVEREIGN RIGHT TO TAX.**

*By Suja Surendran*

There has been a major and possibly controversial retrospective amendment carried out by Finance Act 2012. Retrospective Taxation and the issue related to the same aspect first came to public



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attention in the year 2012, the Government of India amended the earlier Income Tax Act 1961<sup>16</sup> retrospectively. This set at naught the ruling of the Supreme Court, favoring Vodafone in tax battle with Government of India.

The retrospective taxation and subsequent issues spurred three investment treaty arbitration cases against India, viz. (i) Vodafone International Holdings BV v. The Republic of India (Vodafone case)<sup>17</sup>; (ii) Cairn Energy Plc and Cairn UK Holdings Limited v The Republic of India (Cairn

case)<sup>18</sup>; and (iii) Vedanta Resources Plc v. The Republic of India (Vedanta case). In the past three months, two of the three cases (Vodafone case and Cairn case) have ruled in favor of the foreign investors against India. Like the verdict in the Vodafone case, another arbitral setback to India over its position on retrospective taxation came by way of The Hague Arbitral award.

The subject matter of the dispute before the International Arbitration by Cairn Energy

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<sup>16</sup> The Income-tax Act, 1961 is the charging statute of Income Tax in India. It provides for levy, administration, collection and recovery of Income Tax. Originally published on 1<sup>st</sup> April 1961.

<sup>17</sup> Vodafone International Holdings BV V. India(I)PCA case No. 2016-35

<https://taxguru.in/income-tax/case-commentary-vodafone-international-holdings-b-vvs-union-india->

[uoi-ors-20-01-2012-sc-formula-world-championship-cit.html](https://uoi-ors-20-01-2012-sc-formula-world-championship-cit.html)

<sup>18</sup> Cairn V. India (Cairn Energy PLC and Cairn UK Holdings Limited V. The Republic of India PCA case No. 2016-7)

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PLC and Cairn UK Holdings Limited (collectively called 'Cairn') as follows: -

- Gross violation of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of India for the Promotion and Protection of Investments of 1994 (India - United Kingdom BIT (1994)); and
- The restitution of the value effectively seized by the income Tax Department, Government of India since 2014.

Finally, on 21/12/2020, the International Court of Arbitration agreed that the issue was in fact a gross violation and ordered the Indian Government to fully compensate Cairn Energy for the loss suffered. The following excerpt of the award is available in public domain;

- *Declared that the international court of arbitration has jurisdiction over the Cairns claim and it is admissible.*
- *Declared that the Republic Of India has failed to uphold its obligations under the UK-India BIT and International law.*
- *Awarded to compensate the Cairn for the total harm suffered as a result of India's breaches alleged by the Cairn.*

The Cairn dispute regarding retrospective taxation is still ongoing for more than a decade in Court. The issue questions India's sovereign right to tax. In general, the disputing party in arbitration believes receiving an arbitration award is a battle that is half won. However, the Indian Government is confident to address the issue before the appellate court and will strongly defend its interests and sovereign rights

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before the appellate court in the Netherlands. India has contested the matter before the appellate court with the same stand taken before the Permanent Court of Arbitration at Hague that the issue is not a tax dispute but a tax-related investment, and hence, it falls under the court's jurisdiction.

The fate of the Cairn Arbitration Award is similar to that of Vodafone where an award was passed against the imposition of a retrospective tax imposed by the Government of India. Unfortunately, there is no precedent for something called an investment related-tax dispute to help India substantiate and validate India's contention before the Appellate court. India's Finance Minister Ms. Nirmala Sitharaman reiterated that

international arbitration ruling on India's sovereign right to taxation set the wrong precedent, but the government is looking on how best it can sort out the issue<sup>19</sup>.

Meanwhile, Cairn has offered a fresh proposal to the Government of India that they are ready to invest the entire award money in India, if the government agrees to enforce the Arbitral Award. The Government of India acceded to the Cairn proposal, added that it would mean accepting the verdict, against which it has appealed. Reportedly, the Indian Finance Ministry issued guidance to state-run banks to withdraw funds from their nostro accounts with the object to remove key Indian asset type from cairn's enforcement kitty<sup>20</sup>.

<sup>19</sup>

<https://economictimes.indiatimes.com/industry/energy/oil-gas/cairn-says-taking-action-to-access-value-of-1-2-billion-arbitration-award-against-india/articleshow/82549326.cms>

<sup>20</sup>

<https://www.livemint.com/industry/banking/india-asks-state-banks-to-withdraw-cash-held->

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With the object to safeguard the sovereign rights, the verdict of “Parliament’s laws cannot be applied retrospectively” ought to be appealed as it question the sovereign right of India to levy taxes.

### **THE 7 DAY ARBITRATION COURSE BY THE IMC CHAMBER OF COMMERCE AND INDUSTRY**

- *News Desk*

Amongst the numerous courses held from time to time, the Indian Chamber of Commerce and Industry (the IMC), held a 7 day course on arbitration in February, 2021. There were two sessions per day, by speakers who are notable in the field of arbitration, including eminent Jurists, designated Senior Counsels and Hon’ble Judges. Undeterred by the hindrances posed by the COVID-19 pandemic preventing an in-person event at Mumbai as is usually done, the IMC seamlessly hosted the 7-day session online, through the Zoom Platform.

The 16- member Organizing Committee led by Mr. Gautam T. Mehta and other members of the IMC Board, were armed with a team of skilled technicians. The combined effort

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abroad-over-cairn-dispute-report-  
11620363892274.html  
<https://indianewsrepublic.com/india-is-asking-state-owned-banks-to-withdraw-cash-held->

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abroad-in-the-cairn-conflict-sources-  
said/296359/

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ensured for a smooth, glitch free course, allowing the focus to be on the speakers and the knowledge imparted. The distinguished speakers and their assistants, not only delved deep into their respective topics, but they also collated study material comprising of legal analysis and citations. The participants included students, advocates and enthusiasts with a zeal for academics. The Course indeed provided an enriching experience.

Although such online courses limit in-person interaction, with every passing session, the involvement of participants through the question and answer session as part of the last round, provided for an interactive Course. The Course concluded with Certification provided to the attendees. The details of the Organizing Committee and each of the sessions are as under:

### **Organizing Committee:**

#### **ARBITRATION**

Mr. Gautam T. Mehta  
Mr. Bhavesh V. Panjvani  
Mr. Janak D. Dwarkadas  
Mr. Ketan D. Parikh  
Mr. Rajiv Kumar  
Mr. Anant Shende  
Mr. S. D. Israni  
Mr. Prashant D. Popat  
Mr. Raj R. Panchmatia  
Mr. Rakesh B. Mandavkar  
Dr. Ms. Mohana J. Raje  
Mr. Kirti G. Munshi  
Mr. Naushad Engineer  
Mr. Rohan Dakshini  
Mr. Shikhil Suri  
Mr. Harsh S. Moorjani

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### SESSION I

**Topic : Introduction to  
Arbitration – Part I**

**Speaker : Dr. Milind Sathe  
and Mr. Gaurav Srivastav**

**Day & Date : Monday,  
22<sup>nd</sup> February 2021**

### SESSION II

**Topic : Introduction to  
Arbitration – Part II – Advantages of**

**Arbitration and  
Institutional Arbitration**

**Speaker : Mr. Arif Y  
Bookwala, Mr. Trushar Bhavsar & Mr.  
Raj Patel**

**Day & Date : Monday,  
22<sup>nd</sup> February 2021**

### SESSION III

**Topic : Arbitration  
Agreement**

**Speaker : Mr. Ketan D. Parikh  
and Mr. Hussain Somji**

**Day & Date : Tuesday,  
23<sup>rd</sup> February 2021**

### SESSION IV

**Topic : Arbitration  
Agreement (contd) and non-arbitrable  
disputes**

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**Speaker** : Mr. Janak D.  
Dwarkadas and Mr. Chirag Kamdar

**Day & Date** : Tuesday,  
23<sup>rd</sup> February 2021

### SESSION V

**Topic** : Initiation of  
Arbitration Proceedings and Constitution  
of Tribunal

**Speaker** : His Lordship The  
Hon'ble Mr. Justice R. D. Dhanuka

**Day & Date** : Wednesday,  
24<sup>th</sup> February 2021

### SESSION VI

**Topic** : Interim Measures  
and Appeals from Interim Orders

**Speaker** : His Lordship The  
Hon'ble Mr. Justice G. S. Kulkarni and  
Mr. Naushad Engineer

**Day & Date** : Wednesday,  
24<sup>th</sup> February 2021

### SESSION VII

**Topic** : Powers of Courts  
(Before commencement of and during the

2021



Chamber of Commerce and Industry  
**IMC ARBITRATION COMMITTEE**

**News Bulletin- Published and circulated monthly**

course of Arbitral  
Proceedings)

**Speaker : Mr. Anant Shende  
and Ms. Khushbu Chhajed**

**Day & Date : Thursday,  
25<sup>th</sup> February 2021**

**SESSION VIII**

**Topic : Conduct of Arbitration  
Proceedings**

**Speaker : His Lordship The  
Hon'ble Mr. Justice K. R. Shriram and  
Ms. Ayushi Anandpara**

**Day & Date : Thursday,  
25<sup>th</sup> February 2021**

**SESSION IX**

**Topic : Hearing of the Main  
Matter**

**Speaker : Mr. Gautam T.  
Mehta, Ms. Mahek Bookwala Shetty and  
Mr.**

**Vyom D. Shah**

**Day & Date : Friday, 26<sup>th</sup> February  
2021**

**SESSION X**



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## Chamber of Commerce and Industry IMC ARBITRATION COMMITTEE

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**Topic** : Practical Aspects of  
Conducting Arbitration – Part I

**Speaker** : Mr. Rajiv Kumar, Mr.  
Kirti Munshi, Ms. Sheetal Kumar and Mr.

**Ankit Tripathi**

**Day & Date** : Friday, 26<sup>th</sup> February  
2021

#### SESSION XI

**Topic** : Practical Aspects of  
conducting Arbitration – Part II

**Speaker** : Mr. Pradeep  
Sancheti and Mr. Darshit Jain

**Day & Date** : Saturday,  
27<sup>th</sup> February 2021

#### SESSION XII

**Topic** : Decision Making

**Speaker** : Mr. S. U. Kamdar  
and Mr. Yashesh Kamdar

**Day & Date** : Saturday,  
27<sup>th</sup> February 2021

#### SESSION XII

**Topic** : Decision Making  
**Speaker** : Mr. S. U. Kamdar  
and Mr. Yashesh Kamdar

**Day & Date** : Saturday,  
27<sup>th</sup> February 2021

#### SESSION XIII

**Topic** : Post Award Matters  
**Speaker** : His Lordship The Hon'ble

Mr. Justice S. C. Gupte

**Day & Date** : Monday, 31st May,

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**SESSION XIV**

**Topic : Foreign Awards –  
Part II of the Act**

**Speaker : Mr. Rahul  
Narichania and Mr. Sidhhanth Chhabria**

**Day & Date : Monday, 1<sup>st</sup> March  
2021**

*(Please send in your entries to  
[legal@imcnet.org](mailto:legal@imcnet.org).)*

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**Note from the editorial:** Credits to all the members for encouraging and offering suggestions for this bulletin. Thank you for making this possible. Although the issue, is

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that of May 2021, the same is being finalized  
and circulated in June 2021.

**Committee Member for Bulletin:**

**Mr. Prashant Popat**

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