GAR Global Arbitration Review

The Asia-Pacific Arbitration Review

2025

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The year India almost shed ‘judicial parochialism’ to favour arbitral autonomy

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Summary

IN SUMMARY

This article traces legal developments in India in the past year. The Indian Supreme Court's decisions in 2023 demonstrated its focused efforts to shed the cloak of 'judicial parochialism' and endear party autonomy. These developments have given a clarion call for India emerging as a champion of arbitral autonomy.

Unfortunately, the start of 2024 saw the Supreme Court falter with its misstep in ***Delhi Metro Rail Corporation Limited v Delhi Airport Metro Express Private Limited,*** which led to the annulment of an award of more than approximately 80 billion rupees, along with interest, which has gravely impacted the progress made in 2023.

We discuss the impact of these judgments in shaping India's reputation as the next global arbitration hub.

DISCUSSION POINTS

- Key legal developments in India in 2023
- India's push towards being a non-interventionist jurisdiction
- Impact of the Supreme Court's recent decision in *Delhi Metro Rail Corporation Limited v Delhi Airport Metro Express Private Limited*

REFERENCED IN THIS ARTICLE

- *NTPC Limited v SPML Infra Limited*
- *Cox and Kings Limited v SAP India Private Limited & Anr*
- *N.N. Global Mercantile Private Limited v Indo Unique Flame Limited & Ors*
- *In Re Interplay between arbitration agreements under the Arbitration and Conciliation Act 1996 and the Indian Stamp Act 1899*
- *Gayatri Balasamy v M/s ISG Novasoft Technologies Limited*
- Arbitration and Conciliation Act 1996
- *Delhi Metro Rail Corporation Limited v Delhi Airport Metro Express Private Limited*

INTRODUCTION

In 2023, India charged full steam ahead in its journey to become the next global arbitration hub. Indian courts actively worked towards weeding out any lacunae that may be exploited by recalcitrant parties. In a slew of decisions, the Indian Supreme Court (the Supreme Court) cemented its pro-arbitration stance and emphasised the need for supervisory courts to have a hands-off approach while dealing with arbitrations.

The Supreme Court also settled the law on various issues, including the vexing issue of the ability to bind non-signatories to an arbitration agreement. The Court laid down bright-line tests for deciphering consent in cases involving non-signatories and set up guard rails against courts manufacturing consent where none existed.

Particularly, the Supreme Court was also quick to act and reverse its own decision on judicial interference at the pre-referral stage, which was criticised as being inconsistent with the principal of severability. In fact, the Supreme Court constituted a seven-judge constitutional bench to review these legal issues.[1] The prompt and public course correction not only showed the Indian judiciary's intent but also action towards enshrining arbitral primacy.

Unfortunately, the Supreme Court soon faltered due to a detailed, merits-based review of an award (which had already gone through four rounds of challenge including two rounds before the Supreme Court itself). What was surprising was the fact that the Supreme Court had itself upheld the same award by a detailed order in ***Delhi Airport Metro Express Private Limited v Delhi Metro Rail Corporation Limited*** [(2022) 1 SCC 131] (***DMRC*** decision) as well as rejected the review.

Unfortunately, and in breach of the doctrine of legal certainty and finality to Supreme Court judgments, the Supreme Court proceeded to annul its own judgment in April 2024 in ***Delhi Metro Rail Corporation Limited v Delhi Airport Metro Express Private Limited***. In doing so, the Supreme Court purportedly exercised its extraordinary powers to annul its own judgments and the award. As a result of the same, the Supreme Court directed the award holder, Delhi Airport Metro Express Private Limited (DAMEPL), to refund a sum of approximately 2.6 billion rupees received during the enforcement of the award.

On the legislative front, the Indian legislature kickstarted its preparatory work to amend the Indian Arbitration and Conciliation Act 1996 (the Arbitration Act). The Indian Ministry of Law and Justice (the Ministry) has constituted a committee to examine the workings of the Arbitration Act and recommend reforms (the Committee). The Committee is in the process of preparing its report.

These legal developments have provided India the much-needed push to sharpen and bolster its position as a pro-arbitration jurisdiction. In this article, we review these developments and assess their impact in cementing India's position as an arbitration-friendly jurisdiction.

THE 'EYE OF THE NEEDLE' TEST

In ***NTPC Limited v SPML Infra Limited***,[2] the Supreme Court considered the scope of a referral court's mandate in the context of appointing an arbitrator under section 11 of the Arbitration Act.

The Supreme Court clarified that the scope of a referral court's powers is extremely narrow. A referral court is only required to make two inquiries:

- a primary inquiry to confirm the existence and validity of an arbitration agreement (including ascertaining the parties to the arbitration agreement and the applicant's privity to the arbitration agreement); and
- a secondary inquiry on the arbitrability of the dispute between the parties.[3]

The Supreme Court formulated the 'eye of the needle' test and clarified that a referral court is only required to undertake a prima faciescrutiny, instead of a full review of contested facts. It must focus only on making a primary inquiry and not a full-blown factual examination (ie, let the facts on record speak for themselves).[4] In the case of the slightest doubt, a referral court is, as a rule, required to refer the dispute to arbitration.[5]

The Supreme Court indicated that this limited scrutiny, through the eye of the needle, is necessary and compelling. The Supreme Court clarified that, as a general principle, the arbitral tribunal is the preferred first authority to decide all questions of non-arbitrability. It is only as an exception and 'rarely as a demurrer, the Referral Court may reject claims which are manifestly and ex facie non-arbitrable'.[6]

Through *NTPC*, the Supreme Court re-emphasised that an arbitrator is the first point of reference for determining the issue of arbitrability, unless the facts ***ex facie*** demonstrate the non-arbitrability of the dispute.

BACK TO BASICS: REVITALISING THE FOUNDATIONAL PILLARS OF ARBITRATION

Despite a promising start to the year, the Supreme Court walked back a couple of steps when it rendered its five-judge constitutional bench judgment in ***N.N. Global Mercantile Private Limited v Indo Unique Flame Limited & Ors***[7] (*NN Global 5J*). While dealing with the issue of the appointment of arbitrators, the Supreme Court went ahead and effectively stamped out the process by according primacy to the 'stamping' of documents even at a pre-referral stage.

Indian law requires certain instruments to be adequately 'stamped' (ie, ensuring that the specified duty is paid to the Indian exchequer by a party relying on such an instrument). In *NN Global 5J*, the Supreme Court considered the impact of an unstamped or insufficiently stamped instrument on an arbitration agreement contained within it as a clause. In particular, the Supreme Court was asked to opine on whether an arbitration agreement contained in an unstamped contract would be rendered 'non-existent', pending the payment of adequate stamp duty as required by the substantive instrument. In other words, the Court considered the scope and extent of severability and, in particular, whether the parties' failure to stamp their substantive contract would also impact the arbitration agreement in it.

The Supreme Court was divided in its opinion. With a 3:2 majority, the Supreme Court held that an arbitration clause contained in a contract that is legally required to be stamped cannot be considered a 'contract, which is enforceable in law'. Such an arbitration clause 'cannot, therefore, exist in law'.[8] The majority went on to hold that an arbitration agreement 'which attracts stamp duty and which is not stamped or insufficiently stamped, cannot be acted upon'.[9] The Supreme Court concluded that such an agreement will be non-existent until the underlying instrument is validated in accordance with Indian stamping law.[10]

As a result of this decision, a referral court could stall the very initiation of an arbitration by refusing to appoint an arbitrator until the underlying instrument was sufficiently validated. The Supreme Court justified its controversial position on the basis that a referral court is required to only determine whether a valid arbitration agreement exists.[11] Resultantly, if an arbitration clause is contained in an unstamped or insufficiently stamped instrument, a referral court cannot initiate arbitration or appoint an arbitrator unless the instrument in question is referred to the appropriate stamping authority for ***post facto*** validation. Consequently, the Supreme Court disregarded the well-established doctrine of separability.

Unfortunately, the floodgates opened for recalcitrant parties to exploit *NN Global 5J*- . The Supreme Court created a legal hurdle not only for ad hoc arbitrations by stopping the process at the appointment stage itself, but also encouraged parties to create havoc in ongoing institutional arbitrations. Such parties would mechanically challenge the existence of an arbitration clause on the ground that it was contained in an insufficiently

stamped instrument. These developments, in turn, increased judicial interference at the pre-appointment stage itself.

Fortunately, the Supreme Court quickly and publicly saw the errors in ***NN Global 5J-***, and promptly set in motion corrective measures by referring this issue to a seven-judge constitutional bench to 're-consider the correctness of the view of [NN Global 5J]'.[12]

Subsequently, the seven-judge constitution bench (***NN Global 7J***) remedied and reversed ***NN Global 5J***. The Supreme Court clarified that a 'referral court is only required to examine the existence of arbitration agreements, whereas the arbitral tribunal ought to rule on its jurisdiction, including the issues pertaining to the existence and validity of an arbitration agreement'.[13] ***NN Global 7J*** categorically held that the issue of an insufficiently stamped instrument is not fatal to the arbitration agreement and can be adequately dealt with by the arbitral tribunal in accordance with the doctrine of severability.

NN Global 7J also used this opportunity to restate fundamental principles of Indian arbitration jurisprudence. The Supreme Court strongly emphasised the importance of party autonomy and the primacy of arbitral autonomy. It highlighted that arbitral autonomy is an integral element of the ever-evolving domain of arbitration law. The Supreme Court held that the basis of arbitral autonomy is to give effect 'to the true intention of parties to distance themselves from the risk of domestic judicial parochialism'.[14]

Against this backdrop, the Supreme Court reinforced the need for referral courts to adopt a hands-off approach and advocated for the principle of judicial non-interference (which is embodied in the Arbitration Act). Further, the Supreme Court held that judicial interference in arbitral proceedings would 'undermine the objective of the parties in agreeing to arbitrate their disputes, their desire for less formal and more flexible procedures, and their desire for neutral and expert arbitral procedures'.[15]

The Supreme Court also expanded on the competence-competence principle by stating that it has both positive and negative aspects. The positive aspects include recognising parties' mutual intent to choose an arbitrator to resolve disputes arising out of a contract and preventing parties from initiating parallel proceedings before courts and delaying the arbitral process.[16] The negative aspect of competence-competence concerns domestic supervisory and referral courts. The Supreme Court held that there ought to be limited interference at the referral stage and due deference ought to be given to the arbitral tribunal as it can determine its own jurisdiction – especially on issues concerning the existence and validity of an arbitration agreement.[17]

NN Global 7J is a seminal decision for multiple reasons. First, this decision clearly calls out to India's credentials as a pro-arbitration jurisdiction. Second, the prompt and public turnaround on the stamping controversy ensured that internationally accepted arbitral principles were embedded in India's legal framework and judicial mindset. Finally, the Supreme Court unequivocally committed itself to the doctrine of severability and reinforced the primacy of arbitral autonomy.[18]

THE GROUP OF COMPANIES DOCTRINE IS SET IN STONE

In yet another constitutional bench judgment, the Supreme Court settled the law with respect to the group of companies doctrine as well as binding non-signatories under Indian law. It did so in ***Cox and Kings Limited v SAP India Private Limited.***[19]

The Supreme Court formulated the group of companies doctrine for the first time in ***Chloro Controls***,[20] in the context of an application to refer parties to foreign-seated arbitration under section 45 of the Arbitration Act. ***Chloro Controls*** held that a non-signatory may be bound to an arbitration agreement if:

- there was intention to do so;
- there is a direct relationship with the signatory;
- there is commonality in subject matter; and
- there exists a composite transaction.[21]

Chloro Controls must be credited with familiarising Indian courts with the group of companies doctrine. However, there were some flaws in its reasoning. These flaws were observed by a three-judge bench of the Supreme Court in ***Cox and Kings 3J***,[22] which is the decision that raised the broader issue on the scope and applicability of the group of companies doctrine to a five-judge constitutional bench.

Cox and Kings 3J found that ***Chloro Controls*** failed to make a distinction between consensual and non-consensual theories for binding non-signatories to arbitration, and appeared to contradict itself while upholding the ability to bind non-signatories.[23] On the one hand, ***Chloro Controls*** held that a non-signatory can be bound by an arbitration agreement if it intended to be bound; however, on the other hand, it held that there are limited circumstances where a non-signatory can be bound without prior consent. Accordingly, ***Cox and Kings 3J*** found it important to seek clarity on the group of companies doctrine from a larger bench of the Supreme Court.[24]

Answering the reference, ***Cox and Kings 5J*** unanimously found that the group of companies doctrine is a valid, consent-based principle.[25] The Supreme Court held that a 'signatory' to an arbitration agreement is distinct from a 'party' to arbitration proceedings, with the latter being wide enough to include non-signatories as well.[26] The Supreme Court held that a non-signatory can be bound to an arbitration agreement by Indian courts and arbitral tribunals. This can be achieved either by applying consensual theories of binding non-signatories or non-consensual theories (such as piercing the corporate veil, agency and alter-ego).[27] Accordingly, it overruled ***Chloro Controls*** to a limited extent.

Finally, in ***Cox and Kings 5J***, the Supreme Court spells out two critical principles of arbitration law and cements them in Indian arbitration jurisprudence. First is the principle of competence-competence, which legitimises an arbitral tribunal's ability to determine its own jurisdiction. ***Cox and Kings 5J*** expressly holds that an arbitral tribunal has the necessary competence to determine whether a non-signatory should be bound by an arbitration agreement and that such determination is not exclusively within the domain of a court.[28]

The Supreme Court also holds that the principle of competence-competence has a negative element, which is that judicial intervention in arbitrations ought to be limited.[29] The Supreme Court goes on to state that Indian courts should refrain from applying the group of companies doctrine at the referral stage as, typically, this doctrine involves complex questions of fact and law.[30] This level of inquiry is not within a court's domain at the referral stage.

Second, the Supreme Court reaffirms the importance of party autonomy. The Supreme Court holds that binding a non-signatory by applying the group of companies doctrine does not

dilute party autonomy at all. Under the Arbitration Act, a party can consent to arbitration in multiple ways and signing an arbitration agreement is not the only way to constitute a valid arbitration agreement.

Cox and Kings 5J was instrumental in settling the law on the ability to bind non-signatories to arbitration. The Supreme Court noted that recognising the group of companies doctrine was consistent with international practice.

CAN AN ARBITRAL AWARD BE SPLIT INTO DIFFERENT PARTS?

The issue of whether a supervisory court under Part 1 of the Arbitration Act can modify an arbitral award or partially uphold it is an unsettled position of law. A three-judge bench of the Supreme Court in ***Gayatri Balasamy v ISG Novasoft Technologies Limited***[31] observed that while some decisions have taken the view that supervisory courts are not empowered to amend an arbitral award, other decisions have amended arbitral awards or upheld court decisions that have amended arbitral awards.

In light of this uncertainty, the Supreme Court has referred this issue to a larger bench to settle the legal position (the Reference). The premise of the Reference is to determine whether or not a supervisory court under section 34 of the Arbitration Act (ie, challenge to arbitral awards) and section 37 of the Arbitration Act (ie, appeals against court decisions rejecting a challenge to arbitral awards) has the necessary power to amend an arbitral award.

The line of decisions by the Supreme Court that hold that an arbitral award cannot be amended by a supervisory court rely on the principle of limited judicial interference. These decisions are thus summarised:

- The Supreme Court reversed a decision in which a court amended the rate of interest awarded by an arbitral tribunal while determining a challenge to the award.[32]
- In another case, the Supreme Court reversed a decision of the high court that not only amended the interest rate awarded by the arbitral tribunal, but also modified the sums payable to the claimant by assessing their respective merits.[33]
- The Supreme Court held that the exercise of amending an arbitral award is impermissible under the Arbitration Act; an arbitral award is binding as long as it contains a plausible view and does not come in teeth of the limited grounds for challenge under section 34 of the Arbitration Act. Therefore, the Supreme Court held that an arbitral award ought not to be divisible.[34]

In the second line of decisions, the Supreme Court has permitted a supervisory court to modify an arbitral award in limited circumstances:

- The Supreme Court modified the rate of interest awarded on sums that were in foreign currencies from a fixed rate to a London Interbank Offered Rate rate as the latter was more appropriate.[35]
- The Supreme Court took the view that the interest awarded by an arbitral tribunal was excessive, thus rendering the award inconsistent with the Arbitration Act.[36] The Supreme Court held that a lower rate of interest would be just and equitable and accordingly modified the award.
- The Supreme Court upheld the validity of an award that granted damages to the claimant party under various heads of claim, without one concerning the return of

amounts secured by a bank guarantee.[37] The Supreme Court undertook a detailed analysis of the facts and concluded that the award passed muster save for one claim awarded to the claiming party (which ought to have been awarded to another party).

- The Supreme Court struck down the majority opinion of an arbitral award as being contrary to public policy.[38] At the same time, the Supreme Court assessed the minority opinion of the same award and determined that it was valid. Thereafter, in exercise of its extraordinary jurisdiction granted under the Indian Constitution, the Supreme Court held that the minority opinion would prevail.

The larger bench of the Supreme Court, once seized with the Reference, will have its work cut out. There is a delicate, often invisible, line between balancing the principles of arbitral autonomy and limited judicial interference, with the duty of a supervising court to ensure that the award is enforceable and consistent with public policy under section 34 of the Arbitration Act. It will be interesting to see how the Supreme Court will answer the Reference and settle the legal position on whether an arbitral award can be modified by a court with supervisory jurisdiction under the Arbitration Act.

DMRC DECISION: NO WINNERS ONLY LOSERS, WITH THE BIGGEST LOSER BEING ARBITRATION?

Despite 2023 being the year of promise, which cemented India's position as a global arbitration friendly-jurisdiction, unfortunately, the Supreme Court quickly disregarded its own prescription of negative competence-competence in the ***DMRC*** decision. This was evident from the Supreme Court purportedly utilising a seldom-used power to unravel a final Supreme Court judgment where it seemed to have differed from the Tribunal and its own previous judgments by appreciating merits. What is even more surprising is that the Supreme Court exercised the jurisdiction three years after it had passed the previous judgment and had also rejected the review request.

In the ***DMRC*** decision, the Supreme Court undertook a detailed, merits-based review of an arbitral award passed in DAMEPL's favour. Based on such detailed examination, the Supreme Court proceeded to annul the award on the ground of 'grave miscarriage of justice',[39] overlooking its own guardrails formulated in ***Rupa Ashok Hurra v Ashok Hurra and Anr***,[40] to exercise this exceptional power. While Supreme Court's judgments may be fallible, they are known for their finality, hence, they are not to be lightly disturbed. In fact, the Supreme Court itself encourages discipline by not disturbing its own judgments lightly, even if a subsequent bench disagrees with the earlier judgment. This ensures certainty and brings about finality to litigation.

The Supreme Court disregarded a two-layer test justifying the exercise of such powers: First, there must have been either 'abuse of process' or 'gross miscarriage of justice'. Second, the ground identified in the first test ought to be applied through the limited lens of whether principles of natural justice have been violated or whether the bench was biased. The two-layer test like a double vaccine inoculated the decision-making process from mechanically and routinely exercising a rarest of rare jurisdiction.

Unfortunately, this anchoring principle, coupled with the concept of negative competence-competence, was not a priority in the Supreme Court's exercise of its curative powers and were, in fact, a casualty in the decision-making process. The Supreme Court only applied the first test and proceeded to exercise its curative jurisdiction citing grave miscarriage of justice given 'the exceptional circumstances of this case where the process

of arbitration has been perverted by the arbitral tribunal to provide an undeserved windfall to DAMEPL'. In taking this approach, the court failed to apply the second and equally important test, namely, whether the earlier decision violated principles of natural justice or was biased.

Moreover, the Supreme Court created a new exception called the public utility defence to unravel a commercial award that is indeed concerning. This is all the more surprising as Indian law does not recognise any such defence in the realm of public procurement as the government is in the business of business.

This resulted in not only the Supreme Court setting aside its own judgment and the award being set aside, but also DAMEPL being directed to refund a sum of approximately 2.6 billion rupees paid to it during enforcement of the award, including after the Supreme Court's earlier judgment.

It is worth noting that the Supreme Court did caution against using the curative route as a matter of routine in the ***DMRC*** decision. However, its re-appreciation of the award on merits dilutes the impact of its own warning. While this decision has unravelled much of the progress that was made in 2023, it will be interesting to see the manner which the Supreme Court deals with its repercussions.

CONCLUDING REMARKS

While the legal developments from 2023, as described in this article, paint an optimistic picture of India as the next global arbitration hub, the Supreme Court's recent ***DMRC*** decision raises concerns.

It will be interesting to see how the principles of party autonomy, arbitral autonomy and limited judicial interference fortified by the Supreme Court in 2023 will pan out in the coming years – particularly in the aftermath of the ***DMRC*** decision.

The ***DMRC*** decision needs to be reconsidered and an appropriate signal needs to go out to the market that states that awards are meant to be respected and arbitral outcomes are final and binding. If India seeks to move from 'incredible India' to 'credible India', it would require the Supreme Court to maintain its own norms on finality and discipline, and not unravel its own judgments (in particular when they uphold awards) three years after they have been passed.

We also hope that the Ministry addresses these issues in the amendments proposed to be made to the Arbitration Act.

Endontes

[1] Any bench of the Supreme Court with five or more judges is known as a constitutional bench. Seven-judge benches of the Supreme Court are not constituted often – when they are, they consider legal issues of significant importance.

[2] (2023) 9 SCC 385.

[3] Para 25.

[4] Para 27.

[5] Para 27.

[6] Para 25.

[7] (2023) 7 SCC 1.

[8] Para 162.

[9] Para 166.

[10] Para 167.

[11] Para 163.

[12] *In Re Interplay between arbitration agreements under the Arbitration and Conciliation Act 1996 and the Indian Stamp Act 1899*, 2023 SCC Online SC 1655, para 10. A number of intervenor briefs were filed to assist the Supreme Court, including by arbitral institutions such as the Singapore International Arbitration Centre (SIAC). In fact, SIAC also addressed the Court on issues of international best practices and precedents. The authors were involved in this intervention on behalf of SIAC.

[13] Para 164.

[14] Para 73.

[15] Para 76.

[16] Para 136.

[17] Para 137.

[18] Para 120.

[19] *Cox and Kings Ltd v SAP India Pvt Ltd*, 2023 INSC 1051 (judgment dated 6 December 2023, in Arbitration Petition (Civil) No. 38 of 2020).

[20] *Chloro Controls India (P) Ltd v Severn Trent Water Purification Inc*, (2013) 1 SCC 641.

[21] *Chloro Controls* at para 73.

[22] *Cox and Kings Ltd v SAP India Pvt Ltd*, (2022) 8 SCC 1.

[23] *Cox and Kings 3J* at para 54.

[24] *Cox and Kings 3J* at para 54.

[25] *Cox and Kings 5J* at para 106.

[26] *Cox and Kings 5J* at paras 78 and 106.

[27] *Cox and Kings 5J* at para 81.

[28] *Cox and Kings 5J* at para 121.

[29] *Cox and Kings 5J* at para 154.

[30] *Cox and Kings 5J* at paras 161 and 164.

[31] Order of the Supreme Court dated 20 February 2024 in SLP(C) 15336-15337/2021.

[32] *Project Director NHAI v M Hakeem* (2021) 9 SCC 1.

[33] *Larsen Air Conditioning and Refrigeration Company v Union of India* (2023) SCC Online SC 982.

[34] *SV Samudram v State of Karnataka* (2024) SCC Online SC 19.

[35] *Vedanta Limited v Shenzen Shandong Nuclear Power Construction Company Ltd* (2019) 11 SCC 465.

[36] *Oriental Structural Engineers Pvt Ltd v State of Kerala* (2021) 6 SCC 150.

[37] *MP Power Generation Co Ltd v Ansaldo Energia Spa* (2008) 2 SCC 444.

[38] *Ssangyong Engineering and Construction Company Limited v NHAI* (2019) 15 SCC 131.

[39] *Delhi Metro Rail Corporation Limited v Delhi Airport Metro Express Private Limited* 2024 INSC 292.

[40] *Rupa Ashok Hurra v Ashok Hurra* (2002) 4 SCC 388.

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