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N.N. GLOBAL III

Supreme Court Performs the Balancing Act by
Passing the Stamping Baton to Arbitral Tribunals



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N.N. Global III: Supreme Court Performs the Balancing Act by Passing the Stamping Baton to Arbitral Tribunals

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Following the decisions in *N.N. Global Mercantile (P) Ltd. v. Indo Unique Flame Ltd. (N.N. Global I)*¹ and *N.N. Global Mercantile (P) Ltd. v. Indo Unique Flame Ltd. (N.N. Global II)*², a 7-Judge Bench of the Supreme Court of India was called upon in *N.N. Global Mercantile (P) Ltd. v. Indo Unique Flame Ltd. (N.N. Global III)*³ to resolve a pressing issue that arose in the context of three statutes i.e. the Arbitration and Conciliation Act, 1996 (Arbitration Act), the Stamp Act, 1899 (Stamp Act), and the Contract Act, 1872 (Contract Act). This article examines the decision of the

Supreme Court in *N.N. Global III*⁴.

1. The journey leading up to *N.N. Global III*

1.1. *N.N. Global I*

In *N.N. Global I*⁵, a 3-Judge Bench of the Supreme Court was faced with the question of the validity of an arbitration agreement found within an unstamped or inadequately stamped contract. While addressing this matter, the Supreme Court leaned on the principle of severability or separability and expressed the view that an arbitration agreement is deemed to be a distinct and autonomous agreement independent of the underlying contract in which it is embedded. Therefore, when parties enter into a contract featuring an arbitration clause, they are effectively entering into two distinct agreements: (i) the substantive contract outlining the rights and obligations arising from the transaction; and (ii) the arbitration agreement outlining the binding commitment to resolve disputes through arbitration.

Furthermore, the Supreme Court invoked the doctrine of kompetenz-kompetenz, the crux of which is articulated in Section 16(1) of the Arbitration and Conciliation Act, 1996 (Arbitration Act). This doctrine affirms that the Arbitral Tribunal alone has the competence to rule on its jurisdiction, including objections with regard to the existence, validity, and scope of the arbitration agreement.

The Supreme Court in *N.N. Global I*⁶ then referred to the decision in *SBP & Co. v. Patel Engg. Ltd.*⁷ to hold that the said decision was based on the pre-amendment version of Section 11 of the Arbitration Act. Subsequent to the introduction of sub-section (6-A) in Section 11 of the Arbitration Act, a referral court was only required to examine the existence of the arbitration agreement — nothing more and nothing less. To strengthen this understanding, the Supreme Court referred to the decision in *Duro Felguera SA v. Gangavaram Port Ltd.*⁸ and *Mayavati Trading (P) Ltd. v. Pradyuat Deb Burman*⁹.

While rendering its judgment in *N.N. Global I*¹⁰, the Supreme Court distinguished the legal position adopted in *SMS Tea Estates (P) Ltd. v. Chandmari Tea Co. (P) Ltd.*¹¹ and *Garware Wall Ropes Ltd. v. Coastal Marine Constructions and Engg. Ltd.*¹² and affirmed that the non-payment of stamp duty on the underlying contract would not invalidate the arbitration agreement and render it non-existent in law. However, while holding so, the Supreme Court expressed its reservations about the correctness of certain findings¹³ rendered by a Coordinate Bench in *Vidya Drolia v. Durga Trading Corpn.*¹⁴, affirming the conclusion of *Garware Wall Ropes*¹⁵.

Consequently, the Supreme Court referred the matter to a 5-Judge Bench to settle the issue authoritatively.

1.2. The divergence in *N.N. Global II*

In *N.N. Global II*¹⁶, by a majority verdict, a 5-Judge Bench of the Supreme Court opined that the findings in *N.N. Global I*¹⁷ pertaining to the decision in *SMS Tea Estates*¹⁸ did not reflect the correct law. The Supreme Court noted that the argument suggesting the non-stamping or inadequate stamping of the underlying contract would not invalidate the arbitration agreement, given its status as an independent contract, lacked merit. According to the majority view in *N.N. Global II*¹⁹, the arbitration agreement as an independent and separate instrument would still be subject to stamp duty. Consequently, the foundational premise in *N.N. Global I* — ²⁰ that the arbitration agreement is not subject to duty and enjoys a separate existence was held to be untenable. In this context, the Supreme Court also referred to Article 5²¹ of Schedule I in the Stamp Act.

In *N.N. Global II*²², the Supreme Court also referred to the decision in *Hindustan Steel Ltd. v. Dilip Construction Co.*²³ to set out the principles of stamping of instruments. The Supreme Court emphasised that the Stamp Act serves as a fiscal measure designed to be rigorously enforced, with its stringent provisions aimed at generating and safeguarding revenue. The Supreme Court also asserted that its duty lies in adopting interpretations that uphold the law, preventing its flouting with impunity.

While acknowledging that the Stamp Act should not be wielded as a tool by litigants to undermine their opponents, the Supreme Court clarified that a document becomes admissible as evidence only upon endorsement under Section 42(2) of the Stamp Act. An unstamped instrument is mandatorily impoundable under Section 33 of the Stamp Act, and its enforceability under the law hinges on the payment of the associated penalty.

In essence, parties could execute transactions based on unstamped documents, and goods or services could change hands under such instruments, even if they are otherwise liable for stamp duty. However, the crucial distinction lies in the fact that the State will not provide legal protection through appropriate sanctions in the absence of proper stamping. The rights that would have been available if the instrument were stamped would cease to exist.

2. The case of the petitioners

The arguments of the petitioners and the intervenors in *N.N. Global III*²⁴ are summarised below:

2.1. N.N. Global II effectively nullifies Section 11(6-A) of the Arbitration Act

- (i) Section 11(6-A) of the Arbitration Act specifically limits the jurisdiction of the referral court only to the assessment of the existence of an arbitration agreement. This assessment does not encompass the evaluation of the adequacy of stamping under Section 33 of the Stamp Act.
- (ii) Compelling the courts at the referral stage to adhere to the provisions outlined in Section 33 of the Stamp Act would constitute traversing beyond the permissible scope of examination under Section 11(6-A) of the Arbitration Act.

2.2. An Arbitral Tribunal is empowered to look into the issue of stamping

- (i) An Arbitral Tribunal acting under the Arbitration Act possesses the authority to decide and rule on matters relating to its jurisdiction, including issues related to stamping.
- (ii) The introduction of a non obstante clause in Section 5 of the Arbitration Act restricts the scope for judicial interference of courts in the arbitration process and should be interpreted in conjunction with the provisions of the Stamp Act.

2.3. The deficiency or lack of stamping is a curable defect under the Stamp Act

- (i) The legislative intent behind the enactment of the Stamp Act is to safeguard public revenue rather than disrupt commercial activities by rendering essential instruments, that are otherwise crucial for the seamless conduct of trade and commerce, invalid.
- (ii) The deficiency in stamping is a curable defect, the impact of which diminishes once the State's revenue interest is secured.
- (iii) The non-payment of stamp duty is a temporary affliction and does not compromise the validity of an arbitration agreement.
- (iv) Requiring the courts acting under Section 8 or Section 11 of the Arbitration Act to address stamping-related issues would contradict the legislative intent of minimising judicial intervention and promptly appointing

arbitrators.

- (v) An unstamped instrument may, at most, be inadmissible as evidence. However, an instrument's inadmissibility due to improper stamping does not render it void, invalid, or non-existent in legal terms.
- (vi) A fiscal statute does not inherently prevent the consideration of a lis unless the law explicitly imposes such a restriction. The Stamp Act does not include provisions prohibiting the consideration of a lis.

2.4. *N.N. Global II falls in the teeth of the principles of separability and kompetenz-kompetenz or competence-competence*

- (i) The principle of separability acknowledges that an arbitration agreement constitutes a self-contained agreement separate from the overarching contract.
- (ii) The decision in *N.N. Global II*²⁵ fails to fully adhere to the doctrine of separability. The judgment erroneously asserts that the non-stamping of the underlying contract automatically renders the arbitration agreement within it invalid.
- (iii) The Arbitral Tribunal acting under the provisions of the Arbitration Act is well-empowered to rule on issues pertaining to its own jurisdiction in terms of the principle of kompetenz-kompetenz or competence-competence.

3. Stamping of instruments — An overview of the key provisions of the Stamp Act

Section 17 of the Stamp Act stipulates that all instruments subject to duty and executed by any person in India must be stamped either before or at the time of execution. One of the consequences of non-compliance of the provisions under Section 17 is the imposition of a penalty under Section 62 of the Stamp Act.

The Supreme Court in *N.N. Global III*²⁶ observed that despite the legislative mandate under Section 17, parties executing an instrument often attempt to evade stamp duty by not stamping instruments. Besides this predominant scenario, other circumstances may also result in improper stamping, including:

- (i) the payment of duty under an incorrect description under Schedule I of the Stamp Act;
- (ii) the payment of sufficient duty but under an improper description;
- (iii) the non-compliance with the provisions under Section 5 of the Stamp Act, which governs instruments related to a variety of matters; and

(iv) the violation of Sections 13 and 14 of the Stamp Act, rendering the instrument deemed unstamped under Section 15 of the Stamp Act.

Section 33 of the Stamp Act states that any person with the authority to receive evidence must impound an instrument that, in their opinion, is chargeable with duty but appears not duly stamped. Under Section 35 of the Stamp Act, an instrument not duly stamped is inadmissible in evidence for any purpose and cannot be acted upon, registered, or authenticated.

The Collector as per Section 33 of the Stamp Act, has the authority to impound an instrument. If any other person or authority does so, they must forward the instrument to the Collector under Section 38(2) of the Stamp Act. Upon receiving the instrument, the Collector has the power to stamp it under Section 40 of the Stamp Act. In this regard, the Collector may:

- (i) certify, by endorsement, that the instrument is duly stamped if they hold such an opinion;
- (ii) certify, by endorsement, that the instrument is not chargeable with duty if they believe so; and
- (iii) demand payment of the proper duty or the amount required to fulfil the appropriate duty if they find the instrument chargeable with duty and not duly stamped.

According to Section 42 of the Stamp Act, an instrument becomes admissible in evidence once the payment of duty and any applicable penalty is complete.

4. Key observations of the Supreme Court in *N.N. Global III*

The relevant observations of the Supreme Court in *N.N. Global III*²⁷ are set out below:

4.1. Inadmissibility versus Voidness

In *N.N. Global III*²⁸, the Supreme Court made it clear that the admissibility of a document as evidence is separate from its legality or enforceability under the law. According to Section 2(g) of the Contract Act, an agreement that is not enforceable by law is considered to be void. In contrast, the admissibility of a specific document or oral testimony concerns its eligibility for being presented as evidence.

The void status of an agreement does not necessarily impact its admissibility, and

conversely, a valid agreement may still be inadmissible as evidence. The voidness of an agreement pertains to its enforceability, whereas inadmissibility focuses on whether a court can consider or depend on the agreement as a piece of evidence during legal proceedings.

While referring to the Stamp Act, the Supreme Court observed that Section 35 of the Stamp Act declares that no instrument subject to duty shall be accepted as evidence. The phrase “admitted in evidence” specifically addresses the instrument’s admissibility. Section 42(2) of the Stamp Act further reinforces this by stating that an instrument, duly stamped and endorsed as such, will be deemed “admissible in evidence”. It is crucial to note that the failure to pay the required duty or the submission of an insufficient amount does not render the instrument void. Instead, it renders the instrument inadmissible. The Supreme Court accepted the findings rendered in a catena of decisions²⁹ wherein the validity of an instrument was upheld despite there being insufficient or improper stamping, thereby adhering to the fine distinction between inadmissibility and voidness.

4.2. Intent and purpose of the Stamp Act

While discussing about the object of the Stamp Act, the Supreme Court in *N.N. Global III*³⁰ observed that the Stamp Act was a fiscal statute intended to raise revenue for the State. In essence, the provisions of the Stamp Act are required to be mandatorily adhered to. However, the object of the Stamp Act was never to arm a litigant with a weapon of technicality to meet the case of their opponent.³¹

4.3. Intent and purpose of the Arbitration Act

Arbitration is designed to achieve a prompt, efficient, and conclusive resolution of disputes arising between parties concerning their substantive obligations.³² The modern needs of commerce and business efficiency have led to a shift where the authority of national courts is subordinated to the intentions of the parties and the competence of the Arbitral Tribunal.³³ Central to the jurisprudence of Indian arbitration law is the principle of arbitral autonomy. This principle empowers parties to an arbitration agreement to exercise their contractual freedom, conferring upon the Arbitral Tribunal the authority to adjudicate disputes that may emerge between them.

4.4. Section 5 of the Arbitration Act: Minimising judicial interference

The primary objective of the Arbitration Act is to minimise the supervisory role of courts in the arbitration process. Section 5 of the Arbitration Act commences with

the phrase “notwithstanding anything contained in any other law for the time being in force”. This broad language signifies the legislative intent to curtail judicial intervention during arbitration.³⁴ In the specific context of Section 5 of the Arbitration Act, it mandates that the provisions outlined in Part I of the Arbitration Act should be fully effective and operational, regardless of any other existing laws. The incorporation of non obstante clauses by the legislature serves to eliminate obstacles that might hinder the operation of the legislation.³⁵

Section 5 operates on two fronts — positive and negative. On the positive side, it bestows judicial authorities with jurisdiction over arbitral proceedings in matters expressly permitted or addressed in Part I of the Arbitration Act. Conversely, on the negative side, it restricts judicial interference in situations where the Arbitral Tribunal holds exclusive jurisdiction, thereby maintaining the autonomy granted to the Tribunal by the parties.

4.5. Arbitration Act is a self-contained code

The Arbitration Act serves as a comprehensive and self-contained legal framework, encompassing various aspects such as the appointment of arbitrators, initiation of arbitration proceedings, issuance of awards including their execution, and the resolution of challenges to arbitral awards.³⁶ In instances where a self-contained code outlines a procedural method, the implication is that the application of a general legal procedure is implicitly excluded.

As a thorough and self-contained legal code governing arbitration, the Arbitration Act mandates that actions permissible under the law must be executed precisely as indicated and not otherwise. Consequently, aspects falling under the purview of the Arbitration Act, such as the arbitration agreement, the appointment of arbitrators, and the authority of the Arbitral Tribunal to determine jurisdiction, must be evaluated according to the specified legal procedures. The logical consequence of this principle is that actions not expressly provided for in the Arbitration Act are not permitted.

In this context, the interference of provisions from other statutes in the functioning of the Arbitration Act is not permissible unless explicitly specified otherwise. The Arbitration Act stands as a singular and exhaustive legal framework for matters within its scope, and any deviation from its stipulated procedures would contravene its essential provisions.

4.6. Separability of the arbitration agreement

The legal principle known as the separability or severability³⁷ of an arbitration agreement recognises the distinct character of the arbitration agreement, standing as a fundamental principle within arbitration law.

The foundation of the separability presumption is rooted in four key considerations. Firstly, it is grounded in the parties' intent to subject any arising disputes, including those regarding the contract's validity, to arbitration. Secondly, it serves to prevent a reluctant party from circumventing its prior commitment by asserting the invalidity of the underlying contract. Thirdly, treating the arbitration agreement and the underlying contract as distinct entities means that deficiencies in meeting formalities in the underlying contract do not automatically render the arbitration agreement invalid. Lastly, discarding the separability presumption would result in courts adjudicating the merits of disputes rather than leaving such matters to Arbitral Tribunals.

Consequently, the separability presumption ensures the persistence of an arbitration agreement even in the face of contract termination, repudiation, or frustration. This upholds the genuine intentions of the parties and maintains the integrity of arbitral proceedings, reinforcing the sanctity of the arbitration process.

4.7. Doctrine of competence-competence

The doctrine of kompetenz-kompetenz (or competence-competence), originating in Germany, traditionally conveyed that arbitrators possess the authority to make conclusive determinations on their own jurisdiction, shielded from subsequent judicial review. However, various jurisdictions diverge by allowing an Arbitral Tribunal to decide on its jurisdiction, subject to substantive scrutiny by the judiciary.

Essentially, competence-competence guides courts to restrict their involvement at the referral stage, deferring to the Arbitral Tribunal's jurisdiction all matters concerning the existence and validity of an arbitration agreement. The negative facet of this doctrine implies that courts should abstain from considering challenges to the Tribunal's jurisdiction until arbitrators have had the opportunity to address them.

Enshrining the competence-competence principle in Indian arbitration law, Section 16 of the Arbitration Act, modelled on Article 16 of the Model Law³⁸, confers authority upon the Arbitral Tribunal to determine its jurisdiction,

encompassing objections to the existence or validity of the arbitration agreement. Crucially, parties retain the right, under Sections 16(2) and (3), to challenge the Arbitral Tribunal's jurisdiction based on grounds such as non-existence or invalidity of the arbitration agreement. The Arbitral Tribunal is duty-bound to adjudicate on these challenges, and if rejected, it can proceed with the arbitration and issue an award.

Upon the Tribunal's issuance of an arbitral award, Section 16(6) permits the aggrieved party to apply for setting aside the award under Section 34. Sections 16(5) and (6) collectively underscore that Parliament has wholly excluded the jurisdiction of courts to intervene during arbitral proceedings — their intervention is only sanctioned post-award. Consequently, Section 16 aims to fully realise the procedural and substantive aspects of the competence-competence doctrine.

4.8. Sections 8 and 11 of the Arbitration Act

The 2015 Amendment of the Arbitration Act has established distinct criteria for judicial review under Sections 8 and 11. While Section 8 mandates the referral court to assess the prima facie existence of a valid arbitration agreement, Section 11 confines the Court's jurisdiction to examining the mere existence of such an agreement. Despite the shared objective of compelling parties to adhere to their contractual commitments, the intended scope of power for referral courts under these provisions is deliberately distinct. This divergence is underscored by Section 37 of the Arbitration Act, which permits an appeal from an Arbitral Tribunal's order refusing referral to arbitration under Section 8 but not under Section 11. Hence, the two provisions should not be construed as establishing a similar standard.

In Section 11(6-A), the phrase "examination of the existence of an arbitration agreement" is employed. The use of the term "examination" suggests that the legislature intends for the referral court to scrutinise or assess the interactions between the parties to determine the existence of an arbitration agreement. Importantly, the term "examination" does not imply a cumbersome or disputed inquiry.

4.9. Knowledge nexus: Arbitration Act's silence on stamp duty

Parliament had knowledge of the Stamp Act when enacting the Arbitration Act. However, the latter does not specify stamping as a prerequisite for a valid arbitration agreement. Additionally, Section 11(6-A) of the Arbitration Act directs the Court to focus solely on examining the existence of the arbitration agreement.

This provision differs from Section 33(2) of the Stamp Act which mandates the examination of whether an instrument is stamped appropriately. Despite Parliament's awareness of the mandate in Section 33(2) of the Stamp Act, it did not impose a similar requirement on the Court operating under Section 11 of the Arbitration Act.

5. Decision in *N.N. Global III*

The key findings of the judgment in *N.N. Global III*³⁹ can be summarised as follows:

- (i) Agreements lacking proper stamping, or with inadequate stamping, are deemed inadmissible in evidence as per Section 35 of the Stamp Act. However, such agreements are not automatically void, void ab initio, or unenforceable.
- (ii) Non-stamping or insufficient stamping is a rectifiable/curable flaw.
- (iii) Challenges related to stamping do not fall within the purview of determinations under Section 8 or Section 11 of the Arbitration Act. The referral court should only assess the prima facie existence of the arbitration agreement.
- (iv) Objections regarding the stamping of the agreement fall under the jurisdiction of the Arbitral Tribunal.
- (v) The rulings in *N.N. Global — II*⁴⁰ and in *SMS Tea Estates*⁴¹ are overturned. To that extent, the content in paras 22 and 29 of *Garware Wall Ropes*⁴² are also overruled.

6. Conclusion

The verdict in *N.N. Global III*⁴³ provides a much-needed compass for the intersection of arbitration references and stamping requirements. The decision not only establishes a precedent for the coexistence of the Arbitration Act and the Stamp Act but also safeguards the delicate balance between them. It underscores the paramount importance of adhering to stamping requirements while preserving the autonomy of Arbitral Tribunals to adjudicate on their jurisdiction — a feat that contributes to a fair and balanced legal landscape.

*N.N. Global III*⁴⁴ rectifies the perceived imbalance introduced by the decision in *N.N. Global II*⁴⁵, which exclusively gave effect to the purpose of Stamp Act and prioritised the objective of the Stamp Act i.e. to collect revenue at the cost of the Arbitration Act. The majority ruling in *N.N. Global II*⁴⁶ erroneously presupposed that the document's inadmissibility in evidence automatically leads to its

unenforceability. However, the competence-competence principle confers upon the Arbitral Tribunal the power and authority to decide on the issue of enforceability which persists until the defect rendering the instrument inadmissible is rectified. Notably, the interests of revenue are not jeopardised in any manner because the duty chargeable must be paid before the agreement in question is rendered admissible and the lis between the parties adjudicated.

In conclusion, the judgment in *N.N. Global III*⁴⁷ marks a significant milestone in the evolution of Indian arbitration law. It navigates the complex terrain of legislative intent, statutory interpretation, and foundational principles, weaving a narrative that prioritises both revenue interests and the efficacy of arbitral proceedings.

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1. (2021) 4 SCC 379.
2. (2023) 7 SCC 1.
3. 2023 SCC OnLine SC 1666.
4. 2023 SCC OnLine SC 1666
5. (2021) 4 SCC 379.
6. (2021) 4 SCC 379.
7. (2005) 8 SCC 618.
8. (2017) 9 SCC 729.
9. (2019) 8 SCC 714.
10. (2021) 4 SCC 379.
11. (2011) 14 SCC 66.
12. (2019) 9 SCC 209
13. *Vidya Drolia case*, (2021) 2 SCC 1, which affirms the decision in *Garware Wall Ropes case*, (2019) 9 SCC 209.
14. (2021) 2 SCC 1.
15. (2019) 9 SCC 209.
16. (2023) 7 SCC 1.
17. (2021) 4 SCC 379.

18. (2011) 14 SCC 66.
19. (2023) 7 SCC 1.
20. (2021) 4 SCC 379.
21. Stamp Act, S. 5 provides for a residuary clause (c) titled "if not otherwise provided for" for the category of "Agreement or memorandum of an agreement".
22. (2023) 7 SCC 1.
23. (1969) 1 SCC 597.
24. 2023 SCC OnLine SC 1666.
25. (2023) 7 SCC 1.
26. 2023 SCC OnLine SC 1666.
27. 2023 SCC OnLine SC 1666.
28. 2023 SCC OnLine SC 1666.
29. *Thiruvengadam Pillai v. Navaneethammal*, (2008) 4 SCC 530; *Gulzari Lal Marwari v. Ram Gopal*, 1936 SCC OnLine Cal 275; *Boottam Pitchiah v. Boyapeti Koteswara Rao*, 1964 SCC OnLine AP 5.
30. 2023 SCC OnLine SC 1666.
31. *Hindustan Steel Ltd. case*, (1969) 1 SCC 597.
32. *Food Corpn. of India v. Indian Council of Arbitration*, (2003) 6 SCC 564.
33. *Redfern and Hunter on International Arbitration* (7th edn., Oxford University Press, 2023) 388.
34. *Union of India v. Popular Construction Co.*, (2001) 8 SCC 470; *P. Anand Gajapathi Raju v. P.V.G. Raju*, (2000) 4 SCC 539.
35. *State of Bihar v. Bihar Rajya M.S.E.S.K.K. Mahasangh*, (2005) 9 SCC 129; *Chandavarkar Sita Ratna Rao v. Ashalata S. Guram*, (1986) 4 SCC 447.
36. *Subal Paul v. Malina Paul*, (2003) 10 SCC 361.
37. The principle was expounded in the judgment of *Heyman v. Darwins Ltd.*, 1942 AC 356 and subsequently has been affirmed in several international and Indian cases including *Bremer Vulkan Schiffbau und Maschinenfabrik v. South India Shipping Corpn. Ltd.*, 1981 AC 909 : (1979) 3 WLR 471, *Harbour Assurance v. Kansa General International Insurance*, (1993) 1 LR 455; *Lesotho Highlands Development Authority v. Impregilo SpA*, (2005) 3 WLR 129 : 2005 UKHL 43; *Fili*

Shipping Co. Ltd. v. Premium Nafta Products Ltd., 2007 Bus LR 1719 : 2007 UKHL 40; and *Firm Ashok Traders v. Gurumukh Das Saluja*, (2004) 3 SCC 155; *National Agricultural Coop. Mktg. Federation India Ltd. v. Gains Trading Ltd.*, (2007) 5 SCC 692; and *India Household and Healthcare Ltd. v. LG Household and Healthcare Ltd.*, (2007) 5 SCC 510.

38. *United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration (1985)*.

39. 2023 SCC OnLine SC 1666.

40. (2023) 7 SCC 1.

41. (2011) 14 SCC 66.

42. (2019) 9 SCC 209.

43. 2023 SCC OnLine SC 1666.

44. 2023 SCC OnLine SC 1666.

45. (2023) 7 SCC 1.

46. (2023) 7 SCC 1.

47. 2023 SCC OnLine SC 1666.