



This Fortnight In Arbitration

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By the Editorial team

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APPOINTMENT OF ARBITRATORS

Follow the pre-arbitral mechanism first: Patna High Court

01 September 2021 | Laxmi Civil Engineering Services Pvt. Ltd. v. State of Bihar | Request Case No. 17 of 2021 | Sanjay Karol CJ | Patna High Court | 2021 SCC OnLine Pat 1926

The Patna High Court rejected a petition for the appointment of an arbitrator because the pre-arbitral mechanism was not fully followed. The mechanism was: first approach the Engineer-in-Charge who, in turn, if the claims are not acceptable, would forward it to the Superintending Engineer. If the latter failed to give instructions or take a decision in time, an appeal lay to the Chief Engineer.

The court said: “it is only thereafter, right accrues in favour of the petitioner to seek adjudication through the process of arbitration.”

A similar ruling was also made in *Sharda Construction v. State of Bihar*, 2021 SCC OnLine Pat 2095.

Read the decision [here](#).

NFRAL Category Cloud: [Appointment of Arbitrators](#) | [Pre Arbitral Mechanism](#) | [Pre Arbitral Procedure](#) | [Section 11 ACA](#)

RERA no bar for arbitration: Patna High Court

08 September 2021 | Veena Yadav and another v. Imperial Foundation Construction Pvt. Ltd | Request Case No. 06 of 2021 | Sanjay Karol CJ | Patna High Court | 2021 SCC OnLine Pat 2096

In an application for the appointment of an arbitrator, the Patna High Court has observed yet again that proceedings pending in RERA are not a bar for arbitration.

Read the decision [here](#).

NFRAL Category Cloud: [Appointment of Arbitrators](#) | [Nonarbitrability](#) | [RERA](#) | [RERA and Arbitration](#) | [Section 11 ACA](#)

Chairman of Jaipur Dairy ineligible to arbitrate dispute involving the dairy: Supreme Court of India

09 September 2021 | Jaipur Zila Dugdh Utpadak Sakhari Sangh Limited and others v. Ajay Sales & Suppliers & connected matters | Special Leave Petitioner (Civil) 135 of 2020 | MR Shah & Aniruddha Bose JJ | Supreme Court of India | 2021 SCC OnLine SC 730

Popularly known as Jaipur Dairy, the appellant is an entity registered under the Rajasthan cooperative laws. It entered into a distributorship agreement for the distribution of milk and buttermilk before the 2015 Amendments. The arbitration clause made a provision for resolution of any dispute by the sole arbitrator, the Chairman of Jaipur Dairy. During the pendency of the arbitrator proceedings, the respondent applied to the High Court to appoint an independent arbitrator on the ground that the arbitrator was ineligible. The High Court allowed the petition. The Supreme Court upheld the High Court’s order rejecting all objections. It noted the 2015 Amendments, the decisions after the amendments with the conspicuous exception of *Perkins*.

The court also rejected an argument that the dispute was required to be resolved by the Registrar under Section 58 of the Rajasthan Cooperative Societies Act, 2001. It noted that “despite Section 58 ... there is an agreement between the parties to resolve the dispute through arbitrator-Chairman. Parties are bound by the agreement and the arbitration clause”

Read the decision [here](#).

NFRAL Category Cloud: [Appointment of Arbitrators](#) | [Bharat Broadband](#) | [De jure Ineligibility](#) | [Grounds for Challenge](#) | [Ineligibility of Arbitrator](#) | [Section 11 ACA](#) | [Section 12 \(5\) ACA](#) | [Section 12 ACA](#) | [Seventh Schedule](#) | [Perkins](#) | [Voestalpine](#) | [TRF](#)

Court's power to appoint an arbitrator cannot be hedged by a party's panel: Delhi High Court

13 September 2021 | HS Oberoi Buildtech (P) Ltd. v. Mahamaya Infrastructure (P) Ltd. | ARB.P. 543/2021 | C Hari Shankar J | Delhi High Court | 2021 SCC OnLine Del 4384

The Delhi High Court has observed that the power of the Court to appoint an arbitrator, under Section 11(6) ACA, cannot be “hedged” by any panel of arbitrators suggested by any party. Once Section 11(6) ACA applies, the Court must appoint an arbitrator, as per its best judgment.

Read the decision [here](#).

NFRAL Category Cloud: [Appointment of Arbitrators](#) | [Broad Based Panel](#) | [Independence and Impartiality of Arbitrator](#) | [Section 11 ACA](#) | [Voestalpine](#)

TERMINATION OF MANDATE & SUBSTITUTION OF ARBITRATOR

The remedy to challenge the constitution of the fresh tribunal is not Section 15 ACA: Bombay High Court

01 September 2021 | JMC Metals Pvt. Ltd. v. Kunvarji Commodities Brokers Pvt. Ltd. | Commercial Arbitration Petition (Lodging) No. 5885 of 2021 | AK Menon J | High Court of Bombay | 2021 SCC OnLine Bom 2588

The case concerned arbitration under the bye laws of a stock exchange. The mandate of the previous tribunal was terminated because the reference could not be completed in time. The constitution of a new tribunal was challenged under Section 14 ACA. The court concluded the tribunal freshly constituted had jurisdiction. The question of whether, under Byelaw 15.32 and the automatic selection process, a new tribunal could have been appointed by the Exchange is not a matter that can be decided under Section 14 ACA. Also, under Section 15 ACA, a substitute arbitrator could be appointed following “rules” that were applicable to the

appointment of the arbitrator being replaced. This is what was done.

So, the remedy is not petition under Section 14 and 15 ACA. A challenge could be made under Section 12 ACA (if the grounds applied).

Read the decision [here](#).

NFRAL Category Cloud: [Appointment of Arbitrators](#) | [Grounds for Challenge](#) | [Section 11 ACA](#) | [Section 12 \(5\) ACA](#) | [Section 12 ACA](#) | [Section 13 ACA](#) | [Seventh Schedule](#) | [Termination of Mandate and Substitution of Arbitrator](#) | [Bharat Broadband](#)

INTERIM RELIEF BY COURT AND ARBITRAL TRIBUNAL

Scope of Section 9 (3) ACA clarified: Supreme Court of India

14 September 2021 | Arcelor Mittal Nippon Steel India Ltd. v. Essar Bulk Terminal Ltd. | Civil Appeal No. 5700 of 2021 | Indira Banerjee and JK Maheshwari | High Court of Bombay | 2021 SCC OnLine SC 718

Section 9 (3) ACA provides that once the tribunal has been constituted, the Court shall not entertain an application for interim relief unless it finds that circumstances exist which may not render the remedy under Section 17 ACA (tribunal's power to give interim relief) efficacious.

The Supreme Court has examined this provision and the meaning of "entertained" vis-à-vis the power of the Section 9 court and the tribunal's power.

It has ruled that:

- (a) On a combined reading of Section 9 with Section 17 of the Arbitration Act, once an Arbitral Tribunal is constituted, the Court would not entertain and/or in other words take up for consideration and apply its mind to an application for an interim measure, unless the remedy under Section 17 is inefficacious, even though the application may have been filed before the constitution of the Arbitral Tribunal.
- (b) Further, the bar of Section 9 (3) ACA would not operate once an application has been entertained and taken up for consideration, as in the instant case where a hearing has been concluded, and judgment has been reserved.
- (c) Even after an arbitral tribunal is constituted, there may be many reasons why tribunal may not be an efficacious

alternative to Section 9 (1) ACA (0. This could even be because of the temporary unavailability of any member because of illness, travel etc.

- (d) When an application has already been taken up for consideration and is in the process of consideration or has already been considered, the question of examining whether a remedy under Section 17 ACA is efficacious or not would not arise.
- (e) The bar of Section 9(3) ACA operates where the application under Section 9(1) ACA was entertained till the constitution of the arbitral tribunal.
- (f) Of course, even if an application under Section 9 ACA is entertained before the constitution of the tribunal, the Court always has the discretion to direct the parties to approach the tribunal, if necessary by passing a limited order of interim protection, particularly when there has been a long time gap between hearings and the application has for all practical purposes, to be heard afresh, or the hearing has just commenced and is likely to consume a lot of time.

The court approved the Delhi High Court's single judge ruling in *Avantha Holdings Limited v. Vistra ITCL India Limited*, 2020 SCC OnLine Del 1717, except for its holding that the bar of Section 9(3) ACA also operates at the pre-arbitral stage.

Read the decision [here](#).

NFRAL Category Cloud: [Interim Measures by Court](#) | [Section 9 \(3\) ACA](#) | [Section 9 ACA](#) | [Balance of Convenience](#) | [Interim Measures by Court](#) | [Interim Measures Ordered by Arbitral Tribunal](#) | [Irreparable Loss](#) | [Prima Facie Case](#) | [Section 17 ACA](#) | [Avantha Holdings](#) | [Arcelor Mittal](#) | [Entertain](#)

EXTENT OF JUDICIAL INTERVENTION

Article 227 petition entertained against the order of a commercial court: Andhra Pradesh High Court

02 September 2021 | BSN Joshi and Sons Limited v. Rashtriya Ispat Nigam Limited and another | Civil Revision Petition No. 3142 of 2019 & connected matter | C Praveen Kumar and B Krishna Mohan JJ | Andhra Pradesh High Court | 2021 SCC OnLine AP 2858

The AP High Court entertained a petition under Article 227 of the Constitution against a commercial court's order by which an application to terminate the arbitrator's mandate for *de jure* inability was rejected.

The application to terminate the mandate was made under Section 14 ACA, and the arbitrator's *de jure* ineligibility was argued based on Section 12 (5) ACA read with the Seventh Schedule. The High Court quashed the appointment noting that such ineligibility goes to the root of the appointment.

Read the decision [here](#).

NFRAL Category Cloud: [Article 226 Constitution of India](#) | [Article 227 Constitution of India](#) | [Bhaven Construction](#) | [Deep Industries](#) | [Extent of Judicial Intervention](#) | [Judicial Review in Arbitration](#) | [Power of High Courts to Issue Certain Writs](#) | [Power of Superintendence Over All Courts by the High Court](#) | [De Jure Inability](#) | [Patent Lack of Inherent Jurisdiction](#)

Article 227 petition dismissed considering law laid down in Deep Industries and Bhaven: Madhya Pradesh High Court

03 September 2021 | MP Road Development Corporation v. Ministry of Road, Transport and Highways and another | WP No. 11783/2021 | Mohammad Rafiq CJ and Vijay Kumar Shukla J | Madhya Pradesh High Court | 2021 SCC OnLine MP 1599

The MP High Court dismissed a writ petition by which an order made by an arbitral tribunal under Section 16 ACA was challenged. The tribunal's jurisdiction was questioned based on the ground that the matter was a 'works contract' over which the arbitral tribunal constituted under the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 had jurisdiction.

The court noted the law laid down in *Bhaven Construction v. Executive Engineer*, 2021 SCC OnLine SC 8 and *Deep Industries v. Oil and National Gas Corporation* (2020) 15 SCC 706. It ruled that the "petitioner appears to have coined the argument of "patent lack of inherent jurisdiction" and the "bad faith" only during the course of arguments."

Read the decision [here](#).

NFRAL Category Cloud: [Article 226 Constitution of India](#) | [Article 227 Constitution of India](#) | [Bhaven Construction](#) | [Deep Industries](#) | [Extent of Judicial Intervention](#) | [Judicial Review in Arbitration](#) | [Power of High Courts to Issue Certain Writs](#) | [Power of Superintendence Over All Courts by the High Court](#) | [Patent Lack of Inherent Jurisdiction](#)

TIME LIMITATION

Delay of 355 days condoned in Section 37 appeal post-Borse Brothers: Calcutta High Court

06 September 2021 | State of West Bengal v. Chowdhury Construction | FMAT 124 of 2021 | IP Mukerji and Aniruddha Roy JJ | High Court of Calcutta | 2021 SCC OnLine Cal 2417

A 2-judge bench of the Calcutta High Court condoned the delay of 355 days in filing an appeal under Section 37 ACA against an order dismissing a set-aside petition.

The grounds urged by West Bengal were pandemic, “preparing the briefs and note ... and holding conferences were severely affected ...”.

The court noted the “enormous difficulties that arose and still arise” and found it not “out of place to think that all these difficulties were also faced by the [Government].”

Read the decision [here](#).

NFRAL Category Cloud: [Appealable Orders | Borse Brothers | Extension of Prescribed Period | Limitation | Limitation Act | Limitation Under Section 34 ACA | Limitation Under Section 37 ACA | Section 37 ACA |](#)

Filing set-aside petition deficient in court fees will not stop limitation: Madras High Court

08 September 2021 | Waaree Energies Limited v. Sahasradhara Energy (P) Ltd. | OSA No. 50, 51 and 54 of 2021 | Sanjib Banerjee CJ and PD Audikesavalu J | High Court of Madras | 2021 SCC OnLine Mad 5086

A set-aside petition was presented with deficient court fees (one thousand instead of one lakhs) in June outside the three months but within 30 days grace period set out under Section 34 (3) ACA. The court’s registry returned the application. The petition was represented with proper court fees in August.

The set-aside court dismissed the petition for delay. It said that the petition “is clearly not proper presentation and does not arrest limitation period prescribed under Sub Section (3) of Section 34” of the ACA.

In an appeal under Section 37 ACA, the court upheld the dismissal. It said that in the light of the appellant’s conduct and its failure to protect its interest, the order impugned could not be flawed. When a right is conferred and hedged with certain conditions, the entire package must be adhered to. It will not do for a party to avail the right without complying with the condition as the appellant had attempted to do.

Read the decision [here](#).

NFRAL Category Cloud: [Application for Setting Aside Arbitral Award | Limitation | Limitation for Setting Aside | Limitation Under Section 34 ACA | Section 34 \(3\) ACA | Section 34 ACA | Defective Petition](#)

How is the period of three months under Section 34 (3) ACA calculated?: Delhi High Court

13 September 2021 | Union of India v. Rama Contractor | OMP (COMM) 255/2021 | Vibhu Bakhru J | High Court of Delhi | 2021 SCC OnLine Del 4350

The award was received on 26 June 2019 (a day after it was made). A set-aside application was filed in the subordinate court on 24 October 2019. Since that court did not have jurisdiction, on 12 February 2021, the petition was withdrawn with liberty to file in court with jurisdiction subject to limitation. Then, on 17 June 2021, the petition was filed in the High Court but in defect. It was refiled on 07 August 2021.

Since the maximum limitation period under Section 34 (3) ACA is three months plus thirty days at the court’s discretion, the first question was if the petition before the district court totally outside limitation was or within at least the grace period of thirty days.

Bakhru J followed *Himachal Pradesh v. Himachal Techno Engineers*, (2010) 12 SCC 210 in which the Supreme Court has ruled that “when the period prescribed is three months (as contrasted from 90 days) from a specified date, the said period would expire in the third month on the date corresponding to the date upon which the period starts.”

For clarity, the reader should note *Techno’s* example: “the award was received by the Executive Engineer on 12-11-2007, for the purpose of calculating the three months period, the said date shall have to be excluded having regard to Section 12(1) of the Limitation Act, 1963 and Section 9 of the General Clauses Act, 1897. Consequently, the three months should be calculated from 13-11-2007 and would expire on 12-2-2008. Thirty days from 12-2-2008 under the proviso should be calculated from 13-2-2008 and, having regard to the number of days in February, would expire on 13-3-2008.”

Bakhru J also ruled that the calculation of three months done by another single judge bench of the Delhi High Court in *Union of India v. Wishwa Mittar Bajaj & Sons*, (2007) 141 DLT 179 was erroneous (that is, “the period of one month would be one day less than the corresponding date for every one month ...the first month counted from 28th July, 2005 would end on 27th of August, 2005, the second month would end on 26th of September, 2005 and the third month would end on 25th of October, 2005”).

So, based on *Techno’s* calculation, the delay, in this case, was 28 days, that is, within the discretionary period of 30 days.

The next question was if the time taken in the lower court could be condoned by applying Section 14 of the Limitation Act, 1963.

Held, although the benefit of Section 14 of the Limitation Act must be extended liberally, it is incumbent upon the party seeking such benefit to establish from the record that the necessary conditions as stipulated in Section 14 of the Limitation Act are met. There was no pleading that the proceeding in the lower court was bona fide and nothing on record to show it was bona fide.

However, even if the benefit of Section 14 LA is included, the petition would not be within 30 days after the three months.

Further, *held*, the Supreme Court’s order on limitation is of no help. What was extended by the above order of this Court was only “the period of limitation” and not the period up to which delay can be condoned in the exercise of the discretion conferred by the statute.

Read the decision [here](#).

NFRAL Category Cloud: [Application for Setting Aside Arbitral Award](#) | [Condonation of Delay](#) | [Section 34 \(3\) ACA](#) | [Section 34 ACA](#) | [Section 37 ACA](#) | [Sufficient Cause](#) | [Section 14 Limitation Act](#)

SETTING ASIDE ARBITRAL AWARD

How should the courts apply the set-aside grounds: Supreme Court of India

09 September 2021 | Delhi Airport Metro Express Pvt. Ltd. v. Delhi Metro Rail Corporation Ltd. | Civil Appeal No. 5627 of 20219 | L Nageswara Rao and S Ravindra Bhat JJ | Supreme Court of India | 2021 SCC OnLine SC 695

A 2-judge bench of the Supreme Court has attempted to explain how the set-aside grounds under Section 34 ACA should be applied. It has termed it “a disturbing tendency” that the set-aside courts dissect and reassess facts to conclude that an award needs intervention and then dub it as either perverse, patently illegal, or apply other grounds.

It further said that this approach “would lead to corrosion of the object of the 1996 Act and the endeavours made to preserve this object, which is minimal judicial interference with arbitral awards” and several decisions of the Supreme Court becoming a dead letter.

Then attempting to describe patent illegality, the court said it is “illegality which goes to the root of the matter.” In other words, the following is not an example of patent illegality:

- (a) Every error of law committed by the arbitral tribunal.
- (b) Erroneous application of the law.
- (c) Contravention of law not linked to public policy or public interest.

The court also explains what patent illegality is:

- (a) When the arbitrator takes an impossible view or interprets a clause in the contract in such a manner that no fair-minded or reasonable person would.
- (b) If the arbitrator commits an error of jurisdiction by wandering outside the contract and dealing with matters not allotted.

- (c) An arbitral award stating no reasons for its findings would make itself susceptible to challenge on this ground.
- (d) The conclusions of the arbitrator, which are based on no evidence or have been arrived at by ignoring vital evidence, are perverse and can be set aside on the ground of patent illegality.
- (e) Consideration of documents not supplied to the other party is a facet of perversity falling within the expression ‘patent illegality’.

In deciding patent illegality what is not permitted:

- (a) Re-appreciation of evidence to conclude that the award suffers from patent illegality appearing on the award's face (because the court does not sit in appeal over the award).

The court also considered the public policy ground and its ingredients, that is, “an award would be in conflict with public policy of India only when it is induced or affected by fraud or corruption or is in violation of Section 75 or Section 81 of the 1996 Act, if it is in contravention with the fundamental policy of Indian law or if it is in conflict with the most basic notions of morality or justice.”

Considering these expressions, the court said that

- (a) Violation of the Foreign Exchange Regulation Act, 1973, a statute enacted for the ‘national economic interest’, disregarding the superior courts in India, would violate fundamental policy of Indian law.
- (b) Contravention of a statute only if it is linked to public policy or public interest.

- (c) Further, if an arbitral award shocks the court's conscience, it can be set aside as conflicting with the most basic notions of justice. The ground of morality in this context encompasses awards involving elements of sexual morality, such as prostitution, or awards seeking to validate agreements that are not illegal but would not be enforced given the prevailing mores of the day.

Read the decision [here](#).

NFRAL Category Cloud: [Application for Setting Aside Arbitral Award](#) | [Arbitrators Interpretation of Contract](#) | [Erroneous Application of Law](#) | [Patent Illegality](#) | [Section 34 ACA](#) | [Setting Aside Arbitral Award](#) | [Most Basic Notions of Morality or Justice](#) | [Patent Illegality](#) | [Perverse Award](#) | [Perversity](#) | [Public Policy of India](#) | [Section 34 \(2\) \(b\) \(ii\) ACA](#) | [Section 34 \(2A\)](#) | [Section 34 ACA](#) | [2015 Amendments](#) | [Ssangyong](#) | [Standard for Setting Aside Arbitral Award](#) | [Renusagar](#) | [Fundamental Policy of Indian Law](#)

Awards set aside for no evidence and the tribunal unauthorisedly deciding ex aequo et bono: Madras High Court

15 September 2021 | AKG Cars Pvt. Ltd. v. Nissan Motor India Pvt. Ltd. & connected

matter | Arb. OP No. 314 of 2021 & connected matter | Vishal Abikaran v. Nissan Motor India Pvt. Ltd. & connected matter | Arb. OP No. 315 of 2021 & connected matter | N Sathish Kumar J | Madras High Court | | 2021 SCC OnLine Mad 5148 and 5152

Two sets of cases arose from the termination of a car dealership by Nissan. The tribunal awarded ten lakhs in each reasoning that the space the dealers had earlier built to set up the dealership would go unutilized.

The awards were set aside. Apart from precedent on Section 34 ACA, the court relied on Section 28 (2) ACA under which the arbitral tribunal shall decide *ex aequo et bono* or as *amicable compositeur* only if the parties have expressly authorised it to do so.” There was no such authority in this case.

Read the *AKG Cars* decision [here](#) and the *Vishal Abikaran* [here](#).

NFRAL Category Cloud: [Application for Setting Aside Arbitral Award](#) | [Section 34 ACA](#) | [Amicable Compositeur](#) | [Ex Aequo Et Bono](#)

ENFORCEMENT AND EXECUTION OF DOMESTIC AWARD

An award under MSMED Act includes interest: Calcutta High Court

01 September 2021 | Bharat Heavy Electricals Limited Electric Division v. Optimal Power Synergy India Pvt. Ltd. | AP 175 of 2020 | Moushumi Bhattacharya J | High Court of Calcutta | 2021 SCC OnLine Cal 2386

To apply for setting aside an award under Section 19 of the MSMED Act, 2006, the “appellant” (not being a supplier) must deposit seventy per cent of the amount awarded. Does

the award include only the principal sum or the interest too?

The High Court ruled that it includes interest and therefore directed a deposit of seventy-five per cent after considering both sums for a stay under Section 36 (3) ACA.

Read the decision [here](#).

NFRAL Category Cloud: [Application for Setting Aside Arbitral Award](#) | [Section 34 ACA](#) | [MSMED](#)

ENFORCEMENT AND EXECUTION OF FOREIGN AWARD

Delay in the filing of enforcement of foreign award condoned because of earlier uncertainty in law: Delhi High Court

14 September 2021 | Reebok International Limited v. Focus Energy Limited | OMP (EFA)(COMM.) 2/2021 | C Hari Shankar J | High Court of Delhi | 2021 SCC OnLine Del 4414

In *Union of India v. Vedanta Ltd.*, (2020) 10 SCC 1, on 16 September 2020, a 3-judge bench of the Supreme Court ruled that the period of limitation for filing a petition for enforcement of a foreign award under Sections 47 and 49 ACA would be governed by Article 137 of the Limitation Act, 1963 which prescribes three years from when the right to apply accrues.

Before this ruling, some High Courts had taken the view that the limitation period was 12 years.

In this case, a partial final award was made on 04 November 2019 (determining Focus's liability to sell its shareholding in a joint

venture company). The final award (determining the price) was made on 25 May 2011. After the award, Focus filed set aside applications under Section 34 ACA in the Delhi High Court. As a result, under the pre-2015 regime, the awards were automatically stayed. Both set aside applications were dismissed on the issue of jurisdiction on 01 November 2018. The execution petition was filed on 23 December 2020.

Delay in filing was condoned given the uncertainty of law clarified in *Vedanta*. The court also considered the automatic stay regime before 2015.

Read the decision [here](#).

NFRAL Category Cloud: [Application for Setting Aside Arbitral Award](#) | [Article 136 Limitation Act](#) | [Article 137 Limitation Act](#) | [Enforcement](#) | [Enforcement of Foreign Awards](#) | [Limitation](#)

ARBITRATION APPEALS

Reasons may be found in a single sentence or not even in ten pages: Madras High Court

03 September 2021 | India Pistons Limited v. Rhenus Contract Logistics Ltd. | OSA (CAD) No. 72 of 2021| Sanjib Banerjee CJ and PD Audikesavalu J | Madras High Court | 2021 SCC OnLine Mad 5034

The claim was for the unpaid price of goods because the contractor did not meet the supply requirements. Upholding the dismissal of the set-aside petition, the Madras High Court found that the appellant did not demonstrate by referring to numbers, the quantum supplied, and the quantum expected of it in terms of the contract.

It said that the tribunal's conclusions were correct, and the set-aside court's decision was also proper. Dealing with the argument of inadequate reasons, the court said, reasons may

be found even in a solitary sentence, whereas no shred of reasoning may be discovered in ten pages.

Also, the court noted that the Evidence Act, 1872 would not apply in terms, but the fundamental rules of evidence need to be applied by an arbitrator.

Read the decision [here](#).

NFRAL Category Cloud: [Application for Setting Aside Arbitral Award](#) | [Duty to Give Reasons](#) | [Form and Contents of Arbitral Award](#) | [Grounds for Setting Aside Arbitral Award](#) | [Implied Reasoning](#) | [Reasoned Award](#) | [Reasoned or Speaking Award](#) | [Section 34 ACA](#) | [Setting Aside Arbitral Award](#) | [Standard for Setting Aside Arbitral Award](#) | [Applicability of Evidence Act to Arbitration](#)

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