

IBA ARBITRATION COMMITTEE

**RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS
SUBCOMMITTEE**

**COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE
VALIDITY OF THE ARBITRAL AWARD**

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INDIA			
I. General questions		(Yes/ No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	Yes	<p>The Arbitration and Conciliation Act, 1996 (as amended by the Arbitration and Conciliation (Amendment) Act, 2015) (“Arbitration Act”) is the governing law for arbitrations in India. The Arbitration Act is broadly based on the principles provided in the UNCITRAL Model Law on International Commercial Arbitration (“UNCITRAL Model Law”). The Statement of Objects and Reasons as well as the Preamble to the Arbitration Act, bear specific reference to the UNCITRAL Model Law. Further, the Statement of Objects and Reasons of the Arbitration Act also indicate that while the UNCITRAL Model Law is primarily intended to deal with international commercial arbitrations, it has also served as a model for the law relating to domestic arbitration and conciliation under the Arbitration Act.</p> <p>Part I (Sections 2 to 43) of the Arbitration Act applies when the place of arbitration is in India. An award under Part I is a domestic award. Part II of the Arbitration Act (Sections 44 to 60) applies to other arbitrations and provides for enforcement of awards under the New York Convention (Sections 44 to 52) and Geneva Convention (Section 53 to 60).</p> <p><u>Pertinently, both houses of the Indian Parliament have passed the Arbitration and Conciliation (Amendment) Act, 2019. The same has also</u></p>

			<p><u>received the assent of the President and has been published in the Gazette of India. However, the Central Government is yet to notify the date on which the Amendment Act will come into force, as required by Section 1(2) of the said Act.</u></p> <p><u>If and when the same is brought into effect as a law, the arbitration process / regime in India would undergo substantial change. For instance, the said Act requires arbitrators to maintain confidentiality in arbitral proceedings. Further, the said Act provides for an additional schedule regarding the qualification and experience requirements of arbitrators. It also envisages creation of an Arbitration Council of India.</u></p> <p><u>Thus, if and when the said Act is brought into force as a law, the answers in the present questionnaire would need to be suitably revised.</u></p>
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	<p>Parties can have their disputes determined through arbitration only if there is a valid arbitration agreement. An arbitration agreement has been defined under Section 7 of the Arbitration Act, which, <i>inter alia</i>, requires the arbitration agreement to be in writing (including through exchange of letters or by an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other). Further, the Arbitration and Conciliation (Amendment) Act, 2015 (“2015 Amendment Act”) revised Section 7 to provide that an arbitration agreement could also be concluded by communication through electronic means.</p> <p>In fact, Section 8 of the Arbitration Act which deals with the power of a Court to refer a matter to arbitration, provides that parties can only be referred to arbitration if there is a <i>prima facie</i> valid arbitration agreement.</p> <p>Additionally, for foreign awards under the New York Convention, Section 44 of the Arbitration Act defines a foreign award as being one which arises in pursuance of “<i>an agreement in writing for arbitration</i>”.</p> <p>Furthermore, for foreign awards under the Geneva Convention, Section 53 of the Arbitration Act defines a foreign award and requires it to be in pursuance of an agreement to arbitrate (without expressly requiring the same to be reduced to writing).</p>
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award?	No	

I.2.b	Does the agreement to arbitrate must be attached to the award?	No	However, while filing an application to enforce such an award, the agreement to arbitrate ordinarily needs to be annexed to such an application.
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	NA	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	Yes	<p>An “arbitral award” has been defined under Section 2(1)(c) of the Arbitration Act, to include an interim award. Ordinarily, an arbitral award is a final determination of the substantive issue dealt with therein.</p> <p>Decisions which do not determine the substantive rights of parties i.e. decisions on purely procedural and/or administrative matters are considered to be arbitral orders and not “awards” under the Arbitration Act.</p> <p>Section 19 of the Arbitration Act provides that parties can agree on the procedure to be followed by the arbitral tribunal in conducting its proceedings. In the absence of agreement between parties, the arbitral tribunal can conduct the proceedings in the manner that it considers appropriate. However, the Arbitration Act does not specify how the arbitral tribunal is to record the manner in which it can conduct proceedings.</p>
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	Yes	
I.4	Does the award must comply with certain minimal formal requirements?	Yes	
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	Yes	<p>Section 31(1) of the Arbitration Act requires the award to be signed by all members of the arbitral tribunal. Section 31(2) of the Arbitration Act clarifies that if the arbitral tribunal comprises more than one arbitrator, it would be sufficient to have the signatures of the majority of the members, provided the reason for any omitted signature is stated.</p> <p>Additionally, for foreign awards under the New York Convention, Section 47 of the Arbitration Act requires parties to produce <i>inter alia</i> the original award or a copy, duly authenticated in the manner required by the law of the country in which it is made, for enforcement of a foreign award.</p> <p>Furthermore, for foreign awards under the Geneva Convention, Section 56 of the Arbitration Act requires parties to produce <i>inter alia</i> the original</p>

			award or a copy, duly authenticated in the manner required by the law of the country in which it is made, for enforcement of a foreign award.
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	<p>Section 31(1) of the Arbitration Act mandates that a domestic award must be in writing.</p> <p>Additionally, for foreign awards under the New York Convention, Section 47 of the Arbitration Act requires <i>inter alia</i> the original award or a copy, duly authenticated in the manner required by the law of the country in which it is made, to be produced for enforcement of a foreign award. Thus, the award is required to be in writing.</p> <p>Furthermore, for foreign awards under the Geneva Convention, Section 56 of the Arbitration Act requires <i>inter alia</i> the original award or a copy, duly authenticated in the manner required by the law of the country in which it is made, to be produced for enforcement of a foreign award. Thus, the award is required to be in writing.</p>
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	Yes	<p>Section 31(3) of the Arbitration Act mandates that a domestic award must state the reasons upon which it is based, unless parties are in agreement that no reasons need to be given, or if the award is to record a settlement under Section 30 of the Arbitration Act.</p> <p><i>Also see Part VIII below.</i></p>
I.4.d	If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?	Yes	<p>Section 31(4) of the Arbitration Act requires a domestic award to state the place or seat of arbitration (in accordance with Section 20).</p> <p>There are no specific requirements in this regard for foreign awards, however, it may be helpful to state the place or seat of arbitration.</p>
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	Yes	<p>Section 31(4) of the Arbitration Act requires the award to state the date of the award.</p> <p>There are no specific requirements in this regard for foreign awards. However, it is prudent to have the date of the award mentioned on the award.</p>
I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	Yes	<p>The Arbitration Act is silent on this aspect. However, if there is a separate majority award and a separate minority award, it is possible for there to be two different dates for the same. It is also possible to have only one award with both majority and minority views signed on the same day and forming part of the same document.</p>

I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	NA	Date of the award will be the date on which arbitrators sign the award.
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	NA	While the date on which a domestic award is sent to the parties may not be relevant to determine the date of the award, the date of receipt of the award becomes relevant for computing the period available for preferring an application to set aside the award under Section 34 of the Arbitration Act.
I.5	Are partial awards permitted?	Yes	While the Arbitration Act does not use the phrase “partial award”, an award under Part I of the Arbitration Act is defined to include an “interim award”. Further, under Indian jurisprudence, the term “partial award” is considered synonymous with the term “interim award”.
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?	-	<p>Section 31(6) of the Arbitration Act categorically empowers the arbitral tribunal to make an interim award, at any time during the arbitral proceedings, <u>on any matter which respect to which it may make a final award.</u></p> <p><i>In McDormett International Inc v Burn Standard Co Ltd [(2006) 11 SCC 181], the Supreme Court of India had occasion to consider the scope of an interim award, and held that “An interim award in terms of the said provision is not one in respect of which a final award can be made, <u>but it may be a final award on the matters covered thereby, but made at an interim stage.</u>”</i></p> <p>Further, in <i>IFFCO Ltd v Bhadra Products</i> [(2018) 2 SCC 534], the Supreme Court of India has held that an award on the issue of limitation can be said to be an interim award.</p>
I.6	Are rectificative or interpretative additional awards permitted?	Yes	<p>Section 33 of the Arbitration Act permits parties to seek corrections of certain errors, or interpretation of a specific point / part of an award, by approaching the arbitral tribunal. A correction can be sought by a party with notice to the other party. An interpretation additionally requires the parties to agree regarding seeking of such interpretation.</p> <p>The correction / interpretation must be sought within 30 days from the receipt of the award by the party seeking such correction / interpretation, unless parties have agreed to a different period of time.</p> <p>The arbitral tribunal can also correct certain errors on its own initiative, within 30 days from the date of the award.</p>

			<p>Any corrections / clarifications made to an award are deemed to be a part of the award.</p> <p>It is also relevant to mention here that, unless otherwise agreed by the parties, a party with notice to the other party, may also request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award. The Tribunal may accordingly pass an additional award on the claims presented in the arbitral proceedings but omitted from the initial award.</p>
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	Section 33(2) of the Arbitration Act provides that unless there is any agreement between the parties to the contrary, if a request for correction of errors / interpretation is considered justified by the arbitral tribunal, the arbitral tribunal is required to make the correction / give the interpretation within 30 days. Thus, the timeline will be 30 days, or any other period of time as agreed between the parties.
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	-	<p>However, Section 33(6) of the Arbitration Act does provide that if necessary, the arbitral tribunal can extend the period of time within which it is to make the correction / give the interpretation.</p>
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	Yes	<p>In light of Section 33(2) of the Arbitration Act, an order under Section 33(1) would form part of the award.</p> <p>Note: (1) This order for issuing a rectification or interpretation is different from an additional award contemplated under Section 33(4), which deals with an additional award as to claims presented in the arbitral proceedings but omitted from the award.</p> <p>(2) Seeking a correction / interpretation / additional award under Section 33 would extend the time period for filing an application to set aside the award. Section 34(3) provides that if such a request is made under Section 33, an application can be filed to set aside the award not later than three months from the date of disposal of the request by the arbitral tribunal (or a further extended period of 30 days if such extension is granted by the court).</p>
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	NA	<p>The Indian law makes a distinction between “additional awards” and orders issuing correction of errors or offering interpretation of a specific part of the award (<i>also see the comment to question I.6.c, above</i>).</p> <p>Section 33(4) of the Arbitration Act provides that a party, with notice to the other party, can request the arbitral tribunal to make an additional award with respect to claims that were presented in the</p>

			proceedings but omitted from the award. Such request must be made within 30 days of receipt of the award. If the arbitral tribunal considers this request to be justified, it can issue the additional award within 60 days, or within an extended period of time if necessary.
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?	-	Under Section 33 of the Arbitration Act, the arbitral tribunal can pass an order to correct computation errors, clerical or typographical errors or other errors of a similar nature. These would include errors in calculations, inadvertent / unintended slips or mistakes, and omissions not requiring judicial consideration and determination (this can be done either <i>suo moto</i> or pursuant to a request of one of the parties with notice to the other party).
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can an interpretative award be issued?	-	Under Section 33 of the Arbitration Act, an interpretative order can be issued to clarify or remove an ambiguity in the award and to understand the meaning of a specific point or part of the award (this can be done only pursuant to a specific request by one of the parties, with notice to the other party).
I.7	Are interim or preliminary awards permitted?	Yes	Under Indian jurisprudence the terms “partial award” and “preliminary award” are considered synonymous with the term “interim award”. Section 31(6) of the Arbitration Act provides that the arbitral tribunal can make an interim award at any time during the arbitral proceedings and on any matter with respect to which the tribunal can make a final award. <i>Also see the answers to I.5 above.</i>
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	Yes	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	Yes	
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?	Yes	
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	No	Courts have held that an interim or partial award is a final award for the matters covered therein at an intermediate stage of the arbitral proceedings. (<i>McDormett International Inc v Burn Standard Co</i>

			<p><i>Ltd</i> [(2006) 11 SCC 181]; <i>IFFCO Ltd v Bhadra Products</i>, [(2018) 2 SCC 534])</p> <p>Thus, to be enforceable, the interim award must finally determine an issue or claim (although at an interim stage of the arbitral proceeding). If it is meant to have effect only till the final award is passed, then it cannot be enforced, as held in <i>National Thermal Power Corporation Ltd (NTPC) v Siemens Aktiengesellschaft</i>, [121 (2005) DLT 36].</p>
I.8	Are awards by consent accepted?	Yes	Section 30 of the Arbitration Act provides that if parties settle the dispute during the arbitral proceedings, such settlement can be recorded in the form of an award on agreed terms.
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	Yes	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	-	<p>Section 30 of the Arbitration Act provides that an award recording settlement can be passed if requested by the parties and not objected to by the arbitral tribunal.</p> <p>Further, such award on agreed terms must be made in accordance with Section 31 of the Arbitration Act and must state that it is an arbitral award.</p>
I.9	Are default awards accepted?	Yes	<p>The Arbitration Act does not use the phrase “default award”. However, it permits awards to be passed due to default of parties in certain situations.</p> <p>Section 25 of the Arbitration Act provides that unless otherwise agreed between the parties and without showing sufficient cause:</p> <ul style="list-style-type: none"> (i) if the claimant fails to file its statement of claim the arbitral tribunal shall terminate the proceedings; (ii) if the respondent fails to communicate the statement of defense in accordance with Section 23(1) of the Arbitration Act, the arbitral tribunal must continue the proceedings without treating that failure in itself as an admission of the allegations by the claimant and shall have the discretion to treat the right of the respondent to file such statement of defence as having been forfeited. (iii) if a party fails to appear at an oral hearing or fails to produce documentary evidence, the arbitral tribunal has the discretion to

			<p>continue the proceedings and make an award on the evidence before it.</p> <p>Any decision taken by the arbitral tribunal to continue proceedings and issue an award should however comply with Section 18 of Arbitration Act which requires each party to be given full opportunity to present its case. Thus, there is a fine balance that an arbitral tribunal must maintain whilst passing any default award.</p>
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	<p>The award can be rendered in any form (interim or final), provided it meets the requirements of Arbitration Act, including providing adequate reasons.</p>
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	No	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	No	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	Yes	<p>The Arbitration Act does not prescribe any specific notification requirements. However, Section 18 of the Arbitration Act requires each party to be given full opportunity to present its case. An <i>ex parte</i> award issued without giving notice of the intention of the arbitral tribunal to proceed <i>ex parte</i> might lead to setting aside of the award under Section 34. See for instance <i>Shaminder Singh v Motor and General Finance Ltd.</i>, [(2008) 147 DLT 354].</p> <p>Additionally, Section 48(1)(b) of the Arbitration Act provides that the enforcement of a foreign award under the New York Convention can be refused if it is proved that the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator, the arbitral proceedings or was otherwise unable to present its case.</p> <p>Furthermore, Section 57(2)(b) of the Arbitration Act provides that a foreign award under the Geneva Convention cannot be enforced if <i>inter alia</i> the party against whom the award is to be enforced was not given notice of the arbitration proceedings in sufficient time to present its case.</p> <p>Therefore, despite there being no particular requirement for notifications being made to defaulting parties, it would accordingly be essential for the Tribunal to ensure that notifications of all pleadings being filed, the hearings being held and orders, awards being passed continue to be issued to the defaulting party. This would be critical to avoid any subsequent challenge to the award on the basis</p>

			<p>that the defaulting party was not treated fairly or given adequate opportunity to state its case.</p> <p>The ultimate notification requirements for the award would be similar to those for any other award. <i>Also see Part IV below.</i></p>
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	Yes	It is essential to document the efforts made to notify parties in the award, since the award may be set aside / rendered unenforceable in absence of such documentation.
I.10	Is there a time limit requirement to render the award?	Yes	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.	-	<p>Section 29A of the Arbitration Act provides that the award must be made within 12 months from the date of the arbitral tribunal entering into a reference (ie when the arbitrator or all arbitrators receive notice of their appointment in writing).</p> <p>However, parties by consent can extend this time limit of 12 months by a maximum further period of 6 months.</p> <p>Please note that the applicable court can further extend the period for making of the award if there is sufficient cause, and on such terms and conditions as it may impose. Courts are generally lenient in granting such extensions.</p> <p>Further, Section 29B of the Arbitration Act provides that parties can agree in writing to have the dispute resolved by a fast track procedure, either before or at the time of appointment of the arbitral tribunal. Under the fast track procedure, the award must be rendered within six months from the date of the arbitral tribunal entering upon the reference. However, if an award cannot be made within this period, the provisions of Sections 29A(3) to 29A(9) [i.e. extension of six months by consent of the parties, and thereafter further extension by court] would govern extension of the period for rendering the award.</p>
I.11	Are arbitrators required to meet certain qualifications?	Yes	Section 12 of the Arbitration Act provides that the appointment of an arbitrator can be challenged if the arbitrator does not possess the qualifications that the parties have agreed upon or if circumstances give rise to justifiable doubts regarding her/his independence and impartiality.
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	-	If the arbitration agreement entered into between the parties provide for certain qualifications for an

			<p>arbitrator, the arbitrator would be required to meet those qualifications.</p> <p>Further, Section 12 of the Arbitration Act provides that when approached in connection with a possible appointment, the potential arbitrator must disclose in writing any circumstances:</p> <p>(a) Such as the existence either direct or indirect, of any past or present relationship with interest in any of the parties or in relation to the subject matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and</p> <p>(b) Which are likely to affect his ability to devote sufficient time to the arbitration and in particular to his ability to complete the arbitration within 12 months.</p> <p>The disclosure has to be made in the form present in the Sixth Schedule. Further, the list of grounds stated in the Fifth Schedule should be considered as guides to determine whether circumstances exist that give rise to justifiable doubts regarding the independence and impartiality of the proposed arbitrator. Lastly, the grounds in the Seventh Schedule operate as an automatic disqualification to act as an arbitrator (unless parties subsequent to the disputes having arisen waive the applicability of these disqualifications by an express agreement in writing).</p> <p>Note: The Fifth Schedule and the Seventh Schedule are modelled on the Orange list and Red List as prescribed under IBA Guidelines on Conflict of Interests in International Arbitration.</p>
II. Language		(Yes/ No /NA)	Additional comments, if any.
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	Yes	<p>Section 22 of the Arbitration Act provides that parties can agree upon the language(s) to be used in the arbitral proceedings. If an agreement cannot be reached between the parties, then the arbitral tribunal is required to determine the same.</p> <p>The said Section further states that such agreement by the parties or determination by the arbitral tribunal would <i>inter alia</i> also apply to any award, unless anything to the contrary is specified.</p> <p>Thus, an award is required to be in the language(s) of the arbitral proceeding, unless otherwise specified by the parties or the arbitral tribunal.</p>

II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	No	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	Yes	Section 22(3) of the Arbitration Act provides that the agreement / determination would apply to any award etc, unless otherwise specified. Thus parties, and if they don't agree, the tribunal, would have the discretion to determine the language of the award.
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	NA	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	NA	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NA	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NA	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	Yes	<p>The Arbitration Act does not specifically list such circumstances. Section 18 of the Arbitration Act provides that parties must be treated with equality and each party must be given full opportunity to present its case. Arbitrators should therefore consider the language that the parties themselves are comfortable in, and have conducted business / corresponded in. It would also be prudent to take into account the ability of the arbitrators / parties to understand the language.</p> <p>The arbitral tribunal should be mindful that the choice of language can affect the costs and duration of the arbitration.</p>
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	Yes	Whilst this is not to be the only determinative factor, an arbitral tribunal is free to ensure that the award is in a language that all arbitrators can understand. If the language is not, the same could lead to practical issues going forward and may also result in errors of understanding or interpretation, which are not desirable. Practically, the parties must appoint suitable arbitrators who would understand the language.
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	Yes	Whilst there is no express requirement, one of the factors a tribunal should consider (if parties have not already agreed to the language) is the language of

			the documents / correspondence exchanged between the parties.
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	Yes	Please refer to the answer to 11.2b above.
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	Yes	Please refer to the answer to 11.2b above.
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	Yes	This should be one of the criteria considered by the arbitral tribunal in deciding the language of the award.
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	Yes	While it is helpful to keep in mind where the award is most likely to be enforced, that should not be the only criteria.
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	Yes	While there is no bar under the Arbitration Act, in quoting text written in a different language within the award, the arbitral tribunal should also include a translation of the portion which is in another language.
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	NA	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	NA	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	In practice, arbitral tribunals do call upon parties to provide translations of the documents tendered by them, if required.
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	Normally, the party relying upon such documents is required to submit reliable translations along with the original documents before the arbitral tribunal with a copy to the counter party.

II.3.g	If your answer to question II.3.b <u>is yes, is there any specific requirement regarding the person who can translate the text (ie. sworn translator)?</u>	NA	The arbitral tribunal can specify requirements, if any, regarding the person who can translate the text. Preferably, an independent third-party translator should be appointed / engaged for this purpose. It would be ideal if official translations are provided.
III. Signature, date and place		(Yes/ No /NA)	Additional comments, if any.
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	No	Section 31 of the Arbitration Act requires the award to be signed but is silent about whether the signature is to be digital or physical. However, generally, awards bear the actual signatures of the arbitrators.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	Section 4 of the Information and Technology Act, 2000 (" IT Act ") provides that when any information is to be made available in writing, the requirement shall be satisfied if the information is made available in an electronic form. Further, Section 5 of the IT Act provides that if any document is required to be signed, such requirement shall be deemed to be satisfied if an electronic signature is affixed in a manner prescribed by the central government.
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	NA	While no ink colour is specified, ink of blue or black colour is customarily used.
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	Yes	Section 31(1) of the Arbitration Act requires the award to be signed by all members of the arbitral tribunal. However, Section 31(2) clarifies that the signature of majority of all members of the arbitral tribunal would be sufficient provided the reason for any omitted signature is stated. The arbitrator who dissents from the decision of the majority, may pass a separate dissenting award.
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	Yes	Section 31(2) of the Arbitration Act requires that the reason for an omitted signature should be stated in the award. In the Delhi High Court decision in the case of <i>Chandok Machineries v SN Sundaran</i> [FAO (OS) (COMM) 268/2018], the court upheld the award even though the reason for omission of a signature

			was mentioned in a subsequent order passed by the arbitral tribunal under Section 33(1)(a).
III.3	In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?	Yes	
III.3.a	If your answer to question III.3 is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	Yes	Either the dissenting award should state that the award passed by the majority is being passed separately, and hence the dissenting award does not bear the signatures of the other tribunal members, or the majority award should explain the position.
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	Yes	Section 31(1) of the Arbitration Act requires the award to be signed by all members of the arbitral tribunal. However, Section 31(2) clarifies that the signature of majority of all members of the arbitral tribunal would be sufficient provided the reason for any omitted signature is stated. However, it is advisable that all arbitrators sign the award.
III.4.a	If your answer to question III.4 is no, would the signature of the president of the Arbitral Tribunal suffice?	NA	
III.5	Is initialling of all the pages of the award required?	No	
III.5.a	If your answer to question III.5 is yes, is initialling required from all of the members of the arbitral tribunal?	NA	
III.5.b	If your answer to question III.5 is yes, is it permitted for only some of the arbitrators to comply with such requirement?	NA	
III.5.c	If your answer to question III.5 is no, is initialling of all the pages permitted?	Yes	
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	No	
III.6.a	If your answer to question III.6 is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	

III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	No	There is no such requirement under Indian law. An arbitrator may pass and sign an award from any location but is required to mention the place of arbitration and the date of the award. In terms of Section 31(4) of the Arbitration Act, it would be deemed that the award was passed at the place / seat of the arbitration.
III.7.a	If your answer to question III.7 is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	
III.7.b	If your answer to question III.7.a is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	No	
III.7.c	If your answer to question III.7 is yes, would this requirement also apply to cases where electronic signature is permitted?	NA	The position set out in response to III.7 above would also apply to any award being signed digitally. However, generally, awards bear the actual signatures of the arbitrators.
III.7.d	If your answer to question III.7 is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	No	
III.8.a	If your answer to question III.8 is yes, please indicate the requirement in the comments section.	NA	
III.9	Is it required for the arbitral award to bear the date?	Yes	Section 31(4) of the Arbitration Act requires the award to mention its date.
III.9.a	If your answer to question III.9 is yes, should each arbitrator state the effective date when he/she signed the award?	Yes	In the event all arbitrators are signing on different dates, it is advisable for each arbitrator to mention the date on which it was signed. Normally, the award would be considered to be dated as per the date on which the last arbitrator puts his signature (subject to Section 31(2) of the Arbitration Act, which states that in arbitral proceedings with more than one arbitrator, the signature of the majority is sufficient so long as the reason for any omitted signature is stated).

III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	NA	
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	No	<p>An arbitrator may mention the date on which he puts his signature on the award. This could be the date of the local jurisdiction in which he is located at the time of signing or the place of arbitration.</p> <p>The date on which the arbitral award is made is a question of fact. As long as the date of the award being passed is mentioned in the award, any discrepancy in the same would ordinarily not invalidate an award.</p>
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	No	Please see answer to III.9c above.
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	No	Please see answer to III.9c above.
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	Yes	<p>There is no specified format for writing the date of the award.</p> <p>However, especially in international arbitrations, it is helpful if the arbitral tribunal mentions the entire date (ie 1st January 2019), so as to avoid any confusion, since different jurisdictions sometime use a format of dates, i.e. DD/MM/YYYY, whilst others use MM/DD/YYYY.</p>
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	Whilst there is no express legal requirement, in our view, it is best if the arbitral tribunals write the entire date in the day, month, year format (ie 1 st January 2019).
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	NA	

III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	No	
III.11	Are the arbitrators free to choose the date in which their award will become effective?	No	
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	Yes	However, Section 31(2) clarifies that the signature of a majority of all members of the arbitral tribunal would be sufficient provided the reason for any omitted signature is stated. In such a situation, the award would be deemed effective on the date of the last signature of the majority.
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	NA	
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	Section 31(4) of the Arbitration Act requires the award to mention the place / seat of arbitration (in accordance with Section 20). The award is deemed to have been made at such place / seat.
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	NA	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	NA	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	While there is no requirement under Indian law for use of a rubber stamp / seal on the award, there is a requirement for stamp duty to be paid on the award in accordance with the applicable law. <i>Also see Part XVII below.</i>
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	

III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	NA	
IV. Notification of the award		(Yes/ No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	Yes	Section 31(5) of the Arbitration Act requires a signed copy to be delivered to each party.
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	The arbitral tribunal is free to deliver the award to the parties. The law does not mandate a specific mode of delivery. As such, the award may be delivered by any means including through email, post, courier, and/or hand delivery.
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	No	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	Section 31(5) of the Arbitration Act only requires delivery of a copy of the award to the parties. Since it does not specify that arbitrators themselves are to effect such delivery, it should suffice if the delivery is effected by the arbitral institution / someone on behalf of the arbitral tribunal.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	As mentioned above, the award is required to be notified to the parties by the arbitrators themselves, or someone on their behalf.
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	Yes	See IV.3 above.
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	No	The award may be notified to the parties by the arbitrators or the arbitral institution, or someone on their behalf.
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	Yes	
IV.5	Is it required to provide each of the parties with an original version of the award?	Yes	

IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	Yes	Section 31(5) of the Arbitration Act requires a signed copy of be delivered to each party.
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	NA	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	No	Since the award sent to each party is to be in original, and duly signed there is no requirement of any other authentication.
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	No	The Arbitration Act does not mandate that the arbitrators maintain an original version of the award with them.
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	No	
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	No	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No	Under Indian law, it is sufficient that the signed award is delivered to the parties to the arbitration. There is no requirement of the same being sent to the courts of the seat of arbitration (electronic or original version).
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	
IV.8	Is it required for the notification of the award to be made by international courier?	No	As mentioned above, Section 31(5) of the Arbitration Act only requires delivery of a copy of the award to the parties. Since the Arbitration Act does not specify the manner in which such delivery

			is to be effected, the same may carried out by any means, including through email, post, courier, international courier or hand delivery.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	
IV.9	Is it required for the notification of the award to be made by public postal services?	No	
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	NA	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes	
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	No	
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	No	However, even after the award is delivered, the arbitral tribunal does have the power to consider and decide applications for correction of errors, issuing interpretations on points in the arbitral award and passing additional awards, as per the provisions of Section 33 of the Arbitration Act.
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	NA	

IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	NA	
IV.12	Is there any time limit established for notification purposes?	No	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	NA	
IV. 12	Are there any additional specific local requirements for the notification of the award?	No	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	
V. Confidentiality		(Yes/ No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	No	<p>Presently in India, the Arbitration Act does not state that arbitral proceedings are to be confidential in nature. However, in practice, most tribunals would maintain confidentiality of such proceedings. Furthermore, several arbitration agreements as well as rules framed by arbitral institutions also provide for confidentiality, in which case, the confidentiality obligations set out therein would apply.</p> <p>In India, neither law nor practice requires arbitral tribunals to share the draft of the award with parties before it is made. However, if the arbitral tribunal so desires, it may share a draft of the award with all parties to invite their comments / confirmation on the factual aspects before issuing the final award.</p>
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	No	However, if the parties have entered into an agreement to the contrary or the arbitration rules adopted so provide, the arbitral tribunal would be obligated to do so. In any event, in practice, most tribunals do maintain confidentiality of the drafting process of the award.
V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	No	Presently in India, the Arbitration Act does not state that arbitral proceedings or the deliberations are to be confidential in nature. However, in practice, most tribunals would maintain confidentiality of such

V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	No	proceedings and deliberations. Furthermore, several arbitration agreements as well as rules framed by arbitral institutions also provide for confidentiality, in which case, the confidentiality obligations set out therein would apply.
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	No	Unless the parties have so agreed or the arbitral institution rules so provide, there is no such requirement.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	NA	
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	NA	
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	No	
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	Parties may agree to keep the award confidential and request the tribunal to explicitly provide for it in the award. At present, the Arbitration Act does not provide for the same.
VI. Secretary of the Arbitral Tribunal		(Yes/ No /NA)	Additional comments, if any.

VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	No	As per Section 29 of the Arbitration Act, the award is to be made only by members of the arbitral tribunal. Please note that Section 6 of the Arbitration Act provides that the parties or the arbitral tribunal (with the consent of parties) can arrange for <i>administrative</i> assistance by a suitable institution / person. As such there is no bar on appointing tribunal secretary, however, award has to be made only by members of the arbitral tribunal.
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	NA	As per Section 29 of the Arbitration Act, the award is to be made only by members of the arbitral tribunal constituted. Therefore, the secretary cannot be part of the actual decision making process.
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	NA	
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.	NA	
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	NA	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	NA	
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	NA	

VII. Content of the award		(Yes/ No /NA)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	Yes	Section 31(3) of the Arbitration Act states that an award shall state the reasons upon which it is based <u>unless</u> (i) the parties agree that no reasons are to be given, or (ii) in case of a “consent award” or an award on agreed terms under Section 30 of the Arbitration Act.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	No	Section 31 of the Arbitration Act only requires the award to specifically state the date and place of arbitration. However, it is customary and thus advisable for certain administrative information to be mentioned in the award.
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	NA	Whilst there is no express legal requirement, in practice most arbitral awards do identify the parties and their addresses.
VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	NA	
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	NA	Whilst there is no express legal requirement, in practice most arbitral awards do identify the details of the arbitration agreement.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	NA	
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	NA	
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	NA	While this may not be mandatory, in case the parties are in dispute regarding the applicable rules / law etc, the reasons for holding that a particular law / rule is applicable would have to be stated in terms of the requirement under Section 31(3) of the Arbitration Act, to provide a reasoned award.
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	NA	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the	NA	

	arbitration agreement were determined by the arbitral tribunal?		
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	NA	
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	NA	While this may not be mandatory, in case the parties are in dispute regarding the applicable rules / law etc, the reasons for holding that a particular law / rule is applicable would have to be stated in terms of the requirement under Section 31(3) of the Arbitration Act, to provide a reasoned award.
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	NA	
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	NA	
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	NA	Except in case the parties are in dispute regarding the language of the proceedings, the reasons for holding that a particular language is applicable would have to be stated in terms of the requirement under Section 31(3) of the Arbitration Act, to provide a reasoned award.
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	NA	
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	NA	
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	NA	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	NA	Whilst there is no express legal requirement to provide these details about the arbitral tribunal, it is customary for the names and contact details of the arbitrators to be mentioned in the award.
VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	NA	While it is not mandatory, many awards contain a description of how the arbitrators were appointed.

VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	NA	If there is a case reference number available, it is advisable to mention the same in the award.
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	NA	However, in practice, most awards do contain material facts on which they are based, set out in a chronological manner.
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	NA	
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	NA	While it is not mandatory to indicate the detailed steps taken by the tribunal to ascertain the facts, it is customary for the arbitral tribunal to place reliance on evidence as led by the parties' witnesses and the record of their cross examination, to arrive at findings on facts which are in issue in the matter.
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	NA	
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	NA	
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	NA	
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	NA	While it is not mandatory, arbitral tribunals generally specify in the award if the same is a partial / interim award.
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award??	NA	While it is not mandatory, arbitral tribunals generally indicate if it is a partial / interim award on the cover of the award.
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	No	While it is not mandatory, it is advisable to have a brief procedural history in the award.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	NA	

VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	NA	While it is not mandatory, many awards provide for how the arbitrators were appointed.
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	NA	While it is not mandatory, many awards include procedural applications made by parties to the arbitral tribunal.
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	NA	While it is not mandatory, many awards provide for how applications made by parties were dealt with.
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	NA	
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	No	While it is not mandatory, most awards make a mention of the prior award having already determined certain other issues.
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	NA	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	NA	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	No	
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NA	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	Unless there is a challenge to the jurisdiction of the arbitral tribunal, in which case, the tribunal would be required to set out the reasons on the basis of which it is holding that it has or does not have jurisdiction.
VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	NA	Objections to an arbitral tribunal's jurisdiction may be dealt with either in a separate decision passed on an application challenging jurisdiction of the

			tribunal (under Section 16 of the Arbitration Act) or in the final award itself.
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	Yes	
VII.6	Is it required for the award to recite the parties' request for relief?	No	
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	NA	If there is an application for an amendment to the claim, this would be recorded in the award. If parties make specific waivers, it is open for the arbitral tribunal to record the same in the award.
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	No	Under Indian law, there is no prescribed form or mandated form of an award. However, the tribunal is required to provide reasons on the basis of its final determination. In practice, even though there is no requirement to identify issues, most awards would identify the issues to be determined and the tribunal's findings thereon.
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	NA	Under Indian law, there is no prescribed form or mandated form of an award. However, in practice, since the award has to set out the reasons it is based on, it would ordinarily identify whether certain issues are contingent on others.
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	Yes	The award is required to contain an account of the relevant facts of the dispute, since the award is also required to be reasoned. In the absence of the relevant facts, the reasons behind the award may not be cogent.
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	Yes	
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	Yes	
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	Yes	While the Arbitration Act is silent on this aspect, it is customary for arbitral tribunals to discuss parties' positions regarding issues relevant to their decisions in the award.

VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	No	There is no fixed structure to be followed. However, awards usually set out a brief factual background to the dispute, discuss the issues to be decided, the submissions of parties regarding each issue followed by the reasoning and conclusion of the arbitral tribunal.
VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	Yes	
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	No	
VII.10	If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	Yes	Section 19 of the Arbitration Act provides that in the absence of agreement between parties regarding procedural rules, the arbitral tribunal can conduct the proceedings in the manner that it considers appropriate.
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	Yes	In any event, procedural rules are determined at an earlier stage in the arbitral proceedings in the form of a procedural order, along with reasons for such a determination.
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	Yes	
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	Yes	
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	No	

VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	NA	
VIII. Reasoning and findings		(Yes/ No /NA)	Additional comments, if any.
VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	Yes	Section 31(3) of the Arbitration Act mandates that a domestic award must state the reasons upon which it is based, unless parties are in agreement that no reasons need to be given, or if the award is to record a settlement under Section 30 of the Arbitration Act.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	Yes	An arbitral tribunal is not expected to write a judgment like a court or give elaborate reasons in support of its findings. However, mere noticing of parties' submissions or reference to documents is not a substitute for giving reasons. Reasons can be brief but must be indicated in the award to reflect the thought process of the arbitrator in arriving at a conclusion as held by the Supreme Court in <i>Som Datt Builders Ltd v State of Kerala</i> [(2009) 10 SCC 259].
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	-	<p>An arbitrator is not bound to give detailed reasons, but short, intelligible indications of the grounds should be available to find out the mind of the arbitrator. The reasons must not only be intelligible but should also deal with the substantial points raised. The sufficiency of reasons given would depend on the facts of the case as held by the Supreme Court in <i>Indian Oil Corporation v Indian Carbon Ltd</i> [(1988) 3 SCC 36].</p> <p>To satisfy the requirements of Section 31(3) of the Arbitration Act, reasons in the award must be such as to enable the court to know that the arbitrator has correctly addressed the issues before him, considered the material on record, ignored irrelevant material, applied correct principles and has thus given reasons for the findings based on appreciation of evidence as held by the Bombay High Court in <i>Jagmohan Singh Gujral v Satish Ashok Sabnis</i> [(2004) 1 Bom CR 307].</p>
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	Yes	The arbitral tribunal is required to make references to the factual record to the extent required to make a reasoned award in the matter.
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	Yes	

VIII.3	Is it permitted for the award to be issued without reasons?	Yes	Section 31(3) of the Arbitration Act states that an arbitral award shall state the reasons upon which it is based unless the parties agree that no reasons are to be given, or if a settlement through conciliation, mediation, etc is made during the course of the arbitration under Section 30 of the Arbitration Act.
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	Section 29(2) of the Arbitration Act provides that the arbitral tribunal can issue an <i>ex aequo et bono</i> award only if parties have expressly authorized it to do so.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	No	<p>Since India has a common law legal system, this principle does not apply in its strictest form. However, in practice, courts may rely upon authorities other than those cited by the parties to the dispute.</p> <p>Furthermore, even in an Indian seated arbitration, it is possible that the law governing the substance of the dispute may be one in which the said principle applies. In such a case, the tribunal may apply the principle to the extent applicable under that law.</p>
VIII.5.a	If your answer to question VIII.5 is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	NA	
VIII.4.b	If your answer to question VIII.5 is yes, to what extent is the arbitral tribunal allowed to apply such principle?	NA	
IX. Operative part (<i>dispositif</i>)		(Yes/ No /NA)	Additional comments, if any.
IX.1	Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?	Yes	
IX.1.a	If your answer to question IX.1 is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	While it is not mandatory, the arbitral tribunal would generally use such language.
IX.1.b	If your answer to question IX.1.a is yes, please briefly specify (in the comments column) the introductory language that is required.	NA	

IX.2	In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?	No	It is advisable to deal with each claim specifically.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	<p>Arbitrators can include injunctive reliefs in the award if only the rights of parties to the arbitration (not third parties) are affected by the same.</p> <p>The Supreme Court in <i>Booz Allen & Hamilton Inc v SBI Home Finance Ltd & Ors</i>, [(2011) 5 SCC 532] held that while disputes relating to rights <i>in personam</i> can be amenable to arbitration, disputes relating to rights <i>in rem</i> cannot be arbitrated upon. However, rights <i>in personam</i> arising out of rights <i>in rem</i> can be decided in an arbitration.</p> <p>Rights <i>in rem</i> are those that can be exercised against the world at large, whereas rights <i>in personam</i> are interests protected against specific individuals (being parties to the arbitration).</p>
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	<p>Arbitrators can ordinarily include reliefs for specific performance in the award if the rights of parties to the arbitration (not third parties) are affected by the same.</p> <p>The Supreme Court in <i>Olympus Superstructures (P) Ltd v Meena Vijay Khetan</i> [(1999) 5 SCC 651] held that an award can be passed for specific performance of an agreement of sale which deals with contractual rights.</p> <p><i>Also see answer to IX.3 above.</i></p>
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	No	<p><i>See answer to IX.3 above.</i></p> <p>The power of an arbitrator to grant reliefs of cancellation, rectification or setting aside of a deed is required to be determined accordance to the <i>Booz Allen</i> test. Applying this test, Indian courts have (in the facts and circumstances of the cases before it), held that ordinarily an action seeking cancellation / setting aside of a registered deed would operate <i>in rem</i> and therefore cannot be referred to arbitration.</p>
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	No	
IX.6.a	If your answer to question IX.6 is yes, please briefly indicate (in the comments column) which wording should be included.	NA	

X. Dissenting and separate opinions		(Yes/ No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	
X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No	
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	No	
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	
X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	
X.3	If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?	Yes	
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	Yes	
XI. Reservation of issues		(Yes/ No /NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	Yes	An award should finally determine the issues being considered by it, to be enforceable as an award.
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	No	
XII. Style and length		(Yes/ No /NA)	Additional comments, if any.

XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	No	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	NA	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	<p>Section 31(7)(b) of the Arbitration Act provides for post award interest. It states that the sum to be paid as per the award shall (unless the award directs otherwise) carry interest at the rate of 2% higher than the current rate of interest prevalent on the date of award, from the date of award till the date of payment.</p> <p>As per the Delhi High Court in <i>Vedanta Limited v Shenzhen Shandong Nuclear Power Construction Company Limited</i> [2018 SCC Online Del 7629] (in the context of an international commercial arbitration resulting in a domestic award), the interest awarded must be reasonable and mindful of the all factors such as:</p> <ol style="list-style-type: none"> 1. the 'loss of use' of the principal sum; 2. the types of sums to which the interest must apply; 3. the time period over which interest should be awarded; 4. the internationally prevailing rates of interest; 5. whether simple or compound rate of interest is to be applied; 6. whether the rate of interest awarded is commercially prudent from an economic standpoint; 7. the rates of inflation and 8. proportionality of the amount awarded as interest to the principal sums awarded.
XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	Yes	The Arbitration Act is silent on this aspect. However, pre-award interest is governed by the agreement between parties, unlike post-award interest (<i>see</i> Sections 31(7)(a) and 31(7)(b)). Thus, it is advisable for the arbitral tribunal to separately indicate the pre-award and post-award interests.
XII.3	Are there any restrictions or requirements as to the length of the award?	No	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	NA	

XIII. Award of costs		(Yes/ No /NA)	Additional comments, if any.
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	Yes	Section 31-A of the Arbitration Act deals with the regime of costs of the arbitral proceedings and defines costs to mean reasonable costs.
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	NA	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	Yes	Section 31-A(3) of the Arbitration Act requires the arbitral tribunal to consider all circumstances, including the conduct of all parties. Section 31-A of the Arbitration Act has adopted the principle of costs follow the event, i.e. generally the unsuccessful party shall be ordered to pay the costs of the successful party. However, the arbitral tribunal can depart from this principle for reasons to be recorded in writing.
XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	NA	
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	Yes	
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	NA	
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	Yes	Section 31-A(3) of the Arbitration Act requires the arbitral tribunal to consider all circumstances, including whether the party has succeeded partly.
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	NA	
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	No	In accordance with Section 31-A of the Arbitration Act, the arbitral tribunal can make a separate order regarding the costs and expenses. However, costs are generally recorded in the award.

XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	No	In accordance with Section 31-A of the Arbitration Act, the arbitral tribunal can make a separate order regarding the costs and expenses. However, costs are generally recorded in the award.
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	
XIII.7	Is it required for the award on costs to be reasoned?	Yes	Section 31-A(2) of the Arbitration Act states that if the arbitral tribunal decides to make an order regarding costs, the general rule is for the unsuccessful party to pay the costs of the successful party. However, the arbitral tribunal can make a different order, for which it would require to record reasons in writing.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	Yes	
XIII.8	Are the arbitrators required to use certain size/type of paper?	No	The Arbitration Act is silent on this aspect. However, it is advisable to follow the local practice in the type of paper used.
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	NA	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	No	
XIV. Structure of the Award		(Yes/ No /NA)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from is substantive aspects?	No	
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	NA	

XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	NA	
XIV.2	Is there a requirement to follow a specific structure of the award?	No	
XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	Yes	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	-	While the structure of the award would depend on factors such as the issues to be decided, the award usually begins with a chronological narration of facts, the issues to be decided, the submissions of parties regarding each issue followed by the reasoning and conclusion of the arbitral tribunal. The award often ends with a summary of the arbitral tribunal's findings including on costs.
XIV.3	Is it required to address jurisdiction before substance?	Yes	Section 16(5) of the Arbitration Act provides that in the event there is a challenge to the jurisdiction of the arbitral tribunal, the plea on jurisdiction is to be decided, and if a decision is taken to reject such plea, the tribunal must continue with the proceedings and make an award.
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	NA	
XIV.4	Is it required to discuss the merits of the claim before quantum?	No	There is no specific requirement as to the form and content of an arbitral award. However, in practice, we do find that most awards first determine the merits of the claim and then the quantum.
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	Yes	
XIV.5	When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	No	There is no specific requirement as to the form and content of an arbitral award. However, in practice we do find that since an arbitral award requires to be reasoned, issues which are inter-dependent are dealt with sequentially.
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	Yes	
XV.	References to exhibits, authorities and witnesses declarations	(Yes/ No /NA)	Additional comments, if any.

XV.1	Is it required to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NA	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	<p>Since arbitral proceedings often involve voluminous evidence and multiple exhibits, it is not customary to identify all exhibits submitted during the proceedings. However, it is customary to record the documents which form a part of the record of the arbitral proceedings in a separate procedural order.</p> <p>The award would however identify only the relevant exhibits on which the arbitral tribunal has placed reliance whilst making the award.</p>
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	The Arbitration Act does not prohibit identification of all exhibits submitted during the proceedings in the award.
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	No	However, the relevant evidence which is relied on by the tribunal to arrive at a particular finding is generally referenced in the award.
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	Since arbitral proceedings often involve voluminous evidence, it is not customary to identify all evidence submitted during the proceedings in the award. However, appropriate procedural orders would generally record all exhibits.
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	The Arbitration Act does not prohibit identification of all evidence submitted during the proceedings in the award.
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	No	However, in practice we do find that awards would record all authorities cited.
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	NA	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	Yes	

XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	Whilst there is no legal requirement, the arbitral tribunals often pass directions regarding the filing of written submissions in the matter, which would ordinarily include references to particular paragraphs and relevant extracts from the citations.
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	While it is not customary to include pinpoint citations in the principal pleadings, parties would ordinarily make such references in the written submissions filed before the tribunal.
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	No	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	No	While it is not customary to summarize the essence of a witness' declaration on a particular issue, the presence / absence of such summary would depend on factors such as the issues to be determined by the arbitral tribunal, the relevance of the witness' declaration for determination of the issue(s), other evidence on record etc.
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	Yes	While the citing of judicial precedents not cited by parties would depend on factors such as the issues to be determined by the arbitral tribunal, the quality / relevance of judicial precedent cited by the parties etc, arbitrators may sometimes cite other judicial precedents in the award based on their own research / knowledge. However, in such an event, arbitral tribunals generally give opportunity to both parties to make submissions on such judicial precedents relied upon by the tribunal.
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Yes	Whether judicial precedents are cited would depend on factors such as the issues to be determined by the

			arbitral tribunal, the relevance of the judicial precedents for such determination etc.
XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	Whether legal authors and doctrine are cited would depend on factors such as the issues to be determined by the arbitral tribunal, the relevance of the legal authors and doctrine for such determination etc. For instance, if the dispute primarily requires legal interpretation and parties rely upon such authors / doctrine, it is likely that they would be cited.
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	
XVI. Use of annexes and diagrams		(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	While the Arbitration Act is silent on this aspect, awards can contain annexures.
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	Inclusion of annexures to the award is not a common practice.
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	Yes	The Arbitration Act is silent on this aspect. However, tools used by the arbitral tribunal during the deliberation process, which are on the record or are made on the basis of documents that are available on record, can aid in understanding the reasons for the award.
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	No	
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	No	The arbitral tribunal is free to create tables, diagrams, flow charts etc on the basis of the facts on record and also to present an award in any manner that it feels appropriate. .
XVII. Miscellanea		(Yes/ No /NA)	Additional comments, if any.

XVII.1	Are there any other local requirements for the validity on an award?	Yes	<p>Section 34 of the Arbitration Act lists the situations when an award can be set aside. For instance, an award can be set aside if it is proved that a party was under some incapacity, or the arbitration agreement was not valid under the relevant law or the composition of the arbitral tribunal was not as agreed by parties (unless the same is in conflict with Part I of the Arbitration Act). Enforcement can also be refused if the subject matter is not capable of settlement by arbitration under Indian law or the enforcement of the award is contrary to public policy of India.</p> <p>Additionally, for foreign awards under the New York Convention, Section 48 of the Arbitration Act lists the situations in which enforcement of an award can be refused. For instance, enforcement of an award can be refused if a party proves that the award contains decisions on matters beyond the scope of arbitration.</p> <p>Section 57 of the Arbitration Act lists the situations in which enforcement of a foreign award under the Geneva Convention can be refused. For instance, enforcement of an award will be refused if the court is satisfied that the award has been annulled in the country in which it was made or that a party, being under legal incapacity, was not properly represented.</p> <p>Further, under Indian law, an award is required to be stamped for the applicable value (which varies depending on the State in which the award is made). The award is accordingly delivered on a stamp paper of appropriate value.</p> <p>Note: An award may not be set aside for lack of appropriate stamping. However, such lack of stamping would be relevant at the stage of enforcement of the award under Section 36 of the Arbitration Act [<i>M. Anasuya Devi v Manik Reddy</i>, (2003) 8 SCC 565]. (However, even at this stage of enforcement, the defect in relation to stamping is curable). Thus, arbitrators / arbitral institutions would find it advisable to ensure proper stamping of the award.</p> <p>However, a foreign award can be enforced in India even if it is not stamped, as held by the Supreme Court in <i>Shriram EPC Limited v Rioglass Solar SA</i> [2018 SCC Online SC 1471].</p>
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	-	