



COMPARATIVE ANALYSIS OF ARBITRATION AWARDS BETWEEN INDIA, THE UNITED KINGDOM, AND SINGAPORE: PREDICTABILITY, CONFIDENTIALITY, AND JUDICIAL INTERVENTION

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Abstract

International commercial arbitration has emerged as the dominant mechanism for cross-border dispute resolution, with its legitimacy resting on three foundational pillars: predictability of outcomes, confidentiality of proceedings, and limited judicial intervention. This paper undertakes a rigorous comparative analysis of how India, the United Kingdom, and Singapore approach these three dimensions. It examines the statutory frameworks, landmark judicial decisions, and institutional practices in each jurisdiction, revealing significant divergences that affect the attractiveness of each seat. While the United Kingdom and Singapore have largely achieved consistency and restraint, India continues to grapple with the vestiges of an interventionist judicial culture, even as successive legislative reforms signal a promising trajectory. The paper identifies best practices and advances concrete reform proposals for India to align its arbitration regime with international standards.

Keywords: International commercial arbitration; arbitral awards; predictability; confidentiality; judicial intervention.

I. Introduction

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Across the globe, commercial parties engaged in cross-border transactions have increasingly turned away from the courtroom towards the arbitral tribunal as their preferred forum for dispute resolution. The reasons are well-rehearsed: expertise, efficiency, flexibility, and perhaps most compellingly the promise of a neutral, private, and final determination of rights. The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958,¹ which today counts over 170 contracting states, gave this preference an institutional backbone by creating a near-universal framework for the enforcement of arbitral awards. Yet, the promise of international commercial arbitration is only as strong as the legal environment within which it operates, and that environment is shaped, above all, by the courts of the seat. Three dimensions of the arbitral environment are of overarching importance. The first is predictability the assurance that an award, once rendered, will not be lightly disturbed by curial intervention, and that parties can form reliable expectations about the legal consequences of their choices. The second is confidentiality the protection of sensitive commercial information from public disclosure, a protection that often motivates the initial preference for arbitration over litigation. The third is limited judicial intervention the principle, now universally endorsed if not always uniformly practised, that courts should assist and support the arbitral process without supplanting or second-guessing the tribunal's determinations.

India, the United Kingdom, and Singapore present themselves as natural comparators for this inquiry. All three are common law jurisdictions with sophisticated commercial courts and well-developed arbitration legislation. The United Kingdom's Arbitration Act 1996² remains a landmark instrument of pro-arbitration policy, crafted with the deliberate intention of limiting judicial oversight to a narrow residual role. Singapore, through its International Arbitration Act 1994³ and the institutional machinery of the Singapore International Arbitration Centre (SIAC), has established itself as the second most preferred seat for international arbitration in the world.⁴ India, whose Arbitration and Conciliation Act 1996⁵ drew its inspiration from the UNCITRAL Model Law on International Commercial Arbitration,⁶ has undergone a legislative and judicial evolution that has been more turbulent marked by periods of excessive

¹Convention on the Recognition and Enforcement of Foreign Arbitral Awards art. V, June 10, 1958, 330 U.N.T.S. 38.

²Arbitration Act 1996, c. 23 (Eng.).

³International Arbitration Act, No. 143A of 1994 (Sing.) [hereinafter IAA].

⁴White & Case LLP & Queen Mary Univ. of London, 2021 International Arbitration Survey: Adapting Arbitration to a Changing World 6 (2021).

⁵Arbitration and Conciliation Act, No. 26 of 1996 (India) [hereinafter ACA 1996].

⁶U.N. Comm'n on Int'l Trade Law, UNCITRAL Model Law on International Commercial Arbitration, U.N. Doc. A/40/17 (1985), as amended, U.N. Doc. A/61/17 (2006).

interventionism and, more recently, by determined legislative efforts to reverse course.

The central problem of this paper is the divergence in judicial approaches across these jurisdictions and its consequences for the legitimacy and reliability of the arbitral process. When courts interpret public policy expansively, award finality erodes. When statutory confidentiality is incomplete, the privacy that parties sought is undermined. When judicial intervention extends beyond its proper supervisory function, arbitration loses the very qualities that distinguish it from litigation. The stakes are real for parties, for practitioners, for institutions, and for the jurisdictions themselves as they compete for the seat of choice in international transactions.

This research paper endeavours to address the comparison of arbitration awards between India, United Kingdom and Singapore especially focusing on its predictability, confidentiality and judicial intervention.

II. Arbitration and the Concept of Award Predictability

A. Meaning and Importance of Predictability in Arbitration

Predictability, in the arbitral context, is the quality that allows sophisticated commercial actors to form reliable expectations about the consequences of their dispute-resolution choices. It operates at three levels: the consistency with which courts interpret grounds for challenge; the narrowness of those grounds as a matter of substantive law; and the institutional commitment to finality of awards once rendered. An expansive reading of grounds for challenge by an inconsistent judiciary produces a profoundly unpredictable environment regardless of how narrowly those grounds are drafted on paper.⁷

The relationship between predictability and commercial confidence is direct and consequential. As Naveen Chandra Sharma has observed, the concept of the 'public policy exception' in international commercial arbitration is pivotal in assessing the enforceability of arbitral awards, and the ambiguous phrase 'public policy' exhibits considerable variation among states, often embodying fundamental legal, moral, political, or social principles distinctive to each nation.⁸ The challenge for any jurisdiction is to

⁷Stavros Brekoulakis, *Arbitrability: International and Comparative Perspectives* 12 (Kluwer Law International 2009).

⁸Naveen Chandra Sharma, *The Public Policy Exception Under the New York Convention: A Comparative Analysis*, 30 *J. Int'l Arb.* 593, 596 (2013).

maintain a genuine safety valve for the most egregious abuses while preventing that safety valve from becoming a general licence for substantive review.

B. Predictability of Arbitration Awards in India

1. The Public Policy Doctrine and Its Evolution

India's engagement with the public policy doctrine in arbitration has been, at different points in its history, a source of pride, embarrassment, and cautious optimism. The Arbitration and Conciliation Act 1996 was intended to confine judicial scrutiny of awards to the narrow grounds prescribed in Articles 34 and 36 of the UNCITRAL Model Law. In practice, the judiciary's instinct to review the merits of awards proved difficult to contain.

The watershed moment was the Supreme Court's decision in *ONGC v. Saw Pipes Ltd.*,⁹ which expanded 'public policy of India' under Section 34 to include awards that were 'patently illegal' a ground with no clear basis in the Model Law, and one that rendered the standard of review functionally indistinguishable from an appeal on the merits. Earlier, in *Renusagar Power Co. Ltd. v. General Electric Co.*,¹⁰ the Court had drawn a distinction between international public policy and domestic law, holding that a foreign award would not be unenforceable merely because it conflicted with Indian domestic legislation. In *Ssangyong Engineering & Construction Co. Ltd. v. NHAI*,¹¹ the Court held that only a violation so fundamental as to shock the conscience of the court would amount to a violation of public policy. These decisions signalled a more measured approach.

Yet the pendulum swung again in *National Agricultural Co-operative Marketing Federation of India v. Alimenta S.A.*,¹² where the Supreme Court refused enforcement of a foreign award on the ground that the underlying contract was void under Indian law a decision widely criticised as inconsistent with India's earlier liberal trajectory, and one that international commentators saw as a significant step backward.

⁹*ONGC v. Saw Pipes Ltd.*, (2003) 5 SCC 705 (India).

¹⁰*Renusagar Power Co. Ltd. v. General Electric Co.*, AIR 1994 SC 860 (India).

¹¹*Ssangyong Eng'g & Constr. Co. Ltd. v. NHAI*, (2019) 15 SCC 131 (India).

¹²*Nat'l Agric. Co-operative Mktg. Fed'n of India v. Alimenta S.A.*, (2020) 5 SCC 223 (India).

2. Scope of Challenge and Procedural Delays

Section 34 of the ACA 1996 provides the framework for challenging domestic arbitral awards. The Arbitration and Conciliation (Amendment) Act 2015¹³ introduced a crucial narrowing: the ground of 'patent illegality' was expressly confined to domestic awards and limited to illegality appearing on the face of the award. The amendments also clarified that a court hearing a setting-aside application should not re-examine the merits of the dispute.

Despite these legislative corrections, procedural delays have remained a serious concern. Reports indicate that the average disposal time for a Section 34 petition before certain High Courts exceeds three years.¹⁴ This delay effectively transfers the outcome of the arbitration from the tribunal to the courts, defeating the very purpose of the arbitral process. Award debtors exploit the delay strategically, using setting-aside applications not in genuine pursuit of relief but as instruments of deferral.

3. BALCO and Recent Judicial Trends

The Supreme Court's decision in *Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc. (BALCO)*¹⁵ was a watershed moment in Indian arbitration jurisprudence. The Court overruled *Bhatia International v. Bulk Trading S.A.*,¹⁶ which had extended the reach of Part I of the Act and therefore the supervisory jurisdiction of Indian courts to international arbitrations seated outside India. BALCO restored the territoriality principle and aligned India with the mainstream international position.

The Arbitration and Conciliation (Amendment) Act 2019¹⁷ took further steps to promote institutional arbitration and strengthen arbitral governance. The Draft Arbitration and Conciliation (Amendment) Bill 2024¹⁸ proposes to transfer the power to extend the time for issuance of awards from courts to arbitral

¹³Arbitration and Conciliation (Amendment) Act, No. 3 of 2016 (India).

¹⁴White & Case LLP, Keeping Up with the Times: The Government of India Proposes New Arbitration Law Reforms (2024). See also Law Commission of India, Report No. 246: Amendments to the Arbitration and Conciliation Act, 1996 (2014).

¹⁵*Bharat Aluminium Co. v. Kaiser Aluminium Technical Servs. Inc. (BALCO)*, (2012) 9 SCC 552 (India).

¹⁶*Bhatia Int'l v. Bulk Trading S.A.*, (2002) 4 SCC 105 (India).

¹⁷Arbitration and Conciliation (Amendment) Act, No. 33 of 2019 (India).

¹⁸Draft Arbitration and Conciliation (Amendment) Bill 2024 (India), released for public consultation, Ministry of Law and Justice.

institutions a change that would significantly reduce the scope for curial intervention. These developments reflect a sustained legislative commitment to improving predictability, but the gap between legislative intent and judicial practice persists.

C. Predictability of Arbitration Awards in the United Kingdom

1. Finality Under the Arbitration Act 1996

The Arbitration Act 1996 reflects a clear and coherent philosophy of arbitral autonomy. Section 1(c) of the Act states, as a foundational principle, that 'the court should not intervene except as provided' in Part I of the Act. This formulation operates as an interpretive canon that colours the application of every provision and that courts have consistently invoked to justify a restrained approach to post-award scrutiny. The Act provides three channels for post-award challenge: a challenge on grounds that the tribunal lacks substantive jurisdiction under Section 67; a challenge on grounds of serious irregularity causing substantial injustice under Section 68; and an appeal on a point of law under Section 69.¹⁹ Only Sections 67 and 68 are mandatory. Section 69 is non-mandatory and is frequently excluded by institutional rules. The Arbitration Act 2025²⁰ has introduced further refinements, particularly restricting the admissibility of new evidence in Section 67 jurisdiction challenges, reinforcing the principle that parties cannot use court proceedings as a second opportunity to re-litigate arguments before the tribunal.

2. Limited Appeal and Judicial Restraint

The Section 69 appeal mechanism has been one of the most carefully calibrated features of the English regime. Leave to appeal is granted only if the decision is 'obviously wrong' or, in cases of public importance, 'open to serious doubt'. In practice, the bar is extremely high.²¹ The UK Supreme Court's decision in *Sharp Corp Ltd v. Viterro BV*²² further emphasised the importance of minimal judicial intervention in the post-award context, reinforcing a tradition of restraint that has made English-seated arbitration reliably predictable.

¹⁹Arbitration Act 1996, ss. 67–69 (Eng.).

²⁰Arbitration (Amendment) Act 2025 (Eng.). The Act received Royal Assent on 24 February 2025.

²¹Judiciary of England and Wales, Commercial Court Report 2023–24 (2024).

²²Sharp Corp. Ltd. v. Viterro BV [2024] UKSC 14.

What emerges from the English data is that while the legal architecture permits challenge, the judicial culture ensures that challenge remains genuinely exceptional. Russell on Arbitration notes that the Section 68 success rate has hovered around five percent for several years,²³ and Section 69 applications fare even worse. This is precisely the environment commercial parties require: a safety valve that is real but narrow, maintained by a judiciary that takes seriously both the finality of awards and the limits of its supervisory role.

D. Predictability of Arbitration Awards in Singapore

Singapore's approach to award predictability is perhaps the most coherent and consistently applied of the three jurisdictions. The IAA, which closely tracks the UNCITRAL Model Law, was deliberately designed to prioritise finality and confine curial intervention to the internationally accepted minimum.²⁴ Singapore courts have given this design its fullest expression. In *Ebixcash Ltd. and others v. Ashok Kumar Goel and another*,²⁵ the Singapore International Commercial Court reinforced the high bar for setting aside, making clear that grounds of challenge must be founded on matters properly raised before the tribunal a 'no second chances' principle that prevents the gaming of post-award proceedings.

The 2025 International Arbitration Survey ranked Singapore as the second most preferred seat for arbitration globally, behind only London.²⁶ That ranking rests in large part on the predictability and restraint of the Singapore judiciary, which has built a reputation over decades for principled engagement with arbitration law that is fully aligned with international standards. Singapore's public policy exception, like England's, is understood in international rather than purely domestic terms, and attempts to use domestic regulatory frameworks as a basis for refusing enforcement of foreign awards are consistently rejected.

III. CONFIDENTIALITY IN ARBITRATION PROCEEDINGS

A. Confidentiality as a Core Feature of Arbitration

²³D. Sutton, J. Gill & M. Gearing, *Russell on Arbitration* ¶ 8-065 (24th ed. 2015).

²⁴International Arbitration Act, No. 143A of 1994, Long Title and s. 5 (Sing.).

²⁵*Ebixcash Ltd. and others v. Ashok Kumar Goel and another* [2025] SGHC(I) 23.

²⁶*White & Case LLP & Queen Mary Univ. of London*, supra note 4, at 6.

Confidentiality is frequently cited as one of the primary advantages of arbitration over litigation. The principle implies that information, documents, and evidence adduced during proceedings, and the award rendered, cannot be made available in the public domain without the consent of the parties.²⁷ For commercial actors, this protection is far from merely procedural: the exposure of sensitive business information trade secrets, pricing strategies, proprietary processes can cause reputational and financial damage that may far exceed the value of the dispute itself. Confidentiality also serves a structural function: if parties cannot be certain that what is disclosed in arbitration will remain confidential, they will withhold information and litigate defensively, ultimately failing to engage in the candid presentation of evidence that allows tribunals to reach well-informed decisions.

B. Confidentiality in Arbitration Under Indian Law

India was relatively late in affording statutory recognition to confidentiality in arbitration. The original ACA 1996 contained no express provision on the subject. This gap was partially addressed by the Arbitration and Conciliation (Amendment) Act 2019,²⁸ which inserted Section 42A. The provision imposes obligations of confidentiality on the arbitrator, the arbitral institution, and the parties, except where disclosure is necessary for implementation and enforcement of the award.

Section 42A has attracted significant critical commentary. Badrinath Srinivasan has argued that the provision suffers from at least three significant limitations: the obligation covers only the arbitrator, the institution, and the parties leaving out third parties, witnesses, experts, and other participants who may have access to sensitive information; the exceptions are confined to implementation and enforcement and do not accommodate other legitimate disclosure needs; and the provision contains no remedial framework for breach.²⁹ More fundamentally, Section 42A does not address the confidentiality of arbitration-related court proceedings. Unlike Singapore, India has no equivalent of the IAA's Sections 22 and 23, which require proceedings relating to arbitration before the courts to be heard in private by default. When a party seeks enforcement or challenges an award in an Indian court, those proceedings remain in the public

²⁷Emmanuel Gaillard & John Savage, Fouchard, Gaillard, Goldman on International Commercial Arbitration 299 (Kluwer Law International 1999).

²⁸Arbitration and Conciliation (Amendment) Act, No. 33 of 2019, s. 42A (India).

²⁹Badrinath Srinivasan, Confidentiality in Arbitration in India: A Critical Appraisal of Section 42A, 36 Arb. Int'l 249, 262 (2020).

domain, potentially exposing the most sensitive aspects of an arbitral dispute. India's institutional arbitral rules have sought to fill some of these gaps, but institutional arbitration accounts for a small fraction of total activity in India, where ad hoc proceedings predominate.³⁰

C. Confidentiality in Arbitration in the United Kingdom

1. The Implied Duty at Common Law

The English Arbitration Act 1996 is conspicuously silent on confidentiality. The drafters made a deliberate choice to leave the matter to the common law, on the ground that the many exceptions to confidentiality rendered a comprehensive statutory code impractical. The consequence is that English arbitral confidentiality is a creature of case law rich, nuanced, and developed across several decades of judicial elaboration.

The foundational principle was established in *Dolling-Baker v. Merrett*,³¹ where the Court of Appeal held that there is an implied obligation, arising from the nature of arbitration itself, on both parties not to disclose or use for any other purpose documents prepared for and used in the arbitration. This obligation was affirmed in *Hassneh Insurance Co. of Israel v. Mew*,³² where the High Court derived the duty from the privacy of arbitral proceedings.

The most comprehensive statement of English law on arbitral confidentiality is found in the Court of Appeal's judgment in *Emmott v. Michael Wilson & Partners Ltd.*³³ Collins LJ confirmed that the implied obligation of confidentiality arises as a matter of law not merely business efficacy from the nature of arbitration itself, and identified its principal exceptions: the consent of the parties; an order or leave of the court; disclosure reasonably necessary to protect a legitimate interest of an arbitrating party; and, possibly, the public interest. In *Ali Shipping Corporation v. Shipyard Trogir*,³⁴ the Court of Appeal held that the duty is implied as a matter of law not merely as a term implied in the individual contract making it

³⁰Nishith Desai Associates, *Dispute Resolution in India: An Introduction* 47 (2020).

³¹*Dolling-Baker v. Merrett* [1990] 1 WLR 1205 (CA) (Eng.).

³²*Hassneh Ins. Co. of Israel v. Mew* [1993] 2 Lloyd's Rep. 243 (QB) (Eng.).

³³*Emmott v. Michael Wilson & Partners Ltd.* [2008] EWCA Civ 184.

³⁴*Ali Shipping Corp. v. Shipyard Trogir* [1999] 1 WLR 314 (CA) (Eng.).

applicable across all English-seated arbitrations regardless of subject-matter or the parties' express intentions.

2. The Law Commission's Position and the Halliburton Principle

The UK Law Commission, in its 2023 review of the Arbitration Act 1996, considered whether to codify the implied duty. The Commission concluded against codification, expressing concern that while stating the general rule would be straightforward, codifying the exceptions would be unworkable given their contextual and fact-specific nature.³⁵ The Court drew an analogy with the principles of banking confidentiality in *Tournier v. National Provincial and Union Bank of England*,³⁶ providing a principled framework for navigating the tension between confidentiality and competing values. The UK Supreme Court's decision in *Halliburton Co. v. Chubb Bermuda Insurance Ltd.*³⁷ affirmed the continuing vitality of the implied duty, with Lord Hodge characterising it as potentially a rule of substantive law rather than merely an implied contractual term, a characterisation with significant implications for the duty's scope and durability.

D. Confidentiality in Arbitration in Singapore

Singapore's approach to confidentiality is the most comprehensive of the three jurisdictions. The IAA contains express statutory provisions that go significantly beyond what the English Act provides. Section 22 of the IAA provides that proceedings under the Act before the courts shall be heard in private by default; Section 23 provides for restrictions on the reporting of such proceedings.³⁸ These provisions represent a deliberate departure from the general principle of open justice in favour of arbitral confidentiality, and they operate across all IAA proceedings without any need for a party application.

The International Arbitration (Amendment) Act 2020³⁹ further strengthened the framework by conferring on both the arbitral tribunal and the General Division of the High Court of Singapore the express statutory

³⁵U.K. Law Commission, Review of the Arbitration Act 1996: Final Report, Law Com No. 413, at ¶ 8.15–8.22 (2023).

³⁶*Tournier v. Nat'l Provincial & Union Bank of England* [1924] 1 KB 461 (CA) (Eng.).

³⁷*Halliburton Co. v. Chubb Bermuda Ins. Ltd.* [2020] UKSC 48.

³⁸International Arbitration Act, No. 143A of 1994, ss. 22–23 (Sing.).

³⁹International Arbitration (Amendment) Act 2020 (Sing.).

power to enforce parties' obligations of confidentiality. In *CZT v. CZU*,⁴⁰ the SICC held that records of arbitrators' deliberations are confidential and should be protected against production orders except in the rarest of cases. Singapore courts have also thoughtfully defined the limits of protection: in *Karan Chandur Tilani v. Maarten Hein Bernard Koedijk*,⁴¹ the Court of Appeal held that once a party discloses confidential arbitration information in a way that makes it part of the public record, there is no justification for further protection. In *Republic of India v. Deutsche Telekom AG*,⁴² the Court declined to grant privacy orders in enforcement proceedings where confidentiality had already been compromised by multiple public disclosures.

What distinguishes Singapore's framework from both India and the United Kingdom is the combination of statutory breadth, institutional completeness, and judicial consistency. Unlike Section 42A which covers only the primary parties and the institution Singapore's IAA provisions, combined with the SIAC Rules, create a comprehensive web of obligation covering all participants. Unlike England's judge-made law which, for all its richness, remains open-ended and continues to develop on a case-by-case basis Singapore's statutory framework offers parties a degree of certainty that is particularly valuable in high-stakes commercial transactions.

IV. Judicial Intervention in Arbitration

A. Role of Courts in Arbitration

The relationship between courts and arbitral tribunals is one of the most fundamental questions in the jurisprudence of international commercial arbitration. Courts can play two distinct roles: a *supportive* role, in which they facilitate the arbitral process by granting interim relief, assisting with the taking of evidence, and enforcing agreements to arbitrate; and a *supervisory* role, in which they review completed proceedings for compliance with basic procedural and public policy standards. The dominant international norm, reflected in both the UNCITRAL Model Law and the New York Convention, strongly favours a limited supervisory role. National courts that stray beyond the grounds prescribed by Article V of the Convention risk undermining the global framework of award enforcement on which the international arbitration

⁴⁰*CZT v. CZU* [2023] SGHC(I) 11, aff'd [2024] SGCA(I) 6.

⁴¹*Karan Chandur Tilani v. Maarten Hein Bernard Koedijk* [2024] SGCA 46.

⁴²*Republic of India v. Deutsche Telekom AG* [2023] SGCA(I) 4.

system depends.

B. Judicial Intervention in Arbitration in India

1. Historical Interventionism

India's arbitration history has been marked by a judiciary that was deeply sceptical of the finality of arbitral awards. The Arbitration Act 1940 was replete with provisions inviting court scrutiny at every stage from the appointment of the tribunal to the enforcement of the final award. Even after the enactment of the ACA 1996, old habits proved difficult to break. The Supreme Court's decision in *Bhatia International v. Bulk Trading S.A.*⁴³ extended the reach of Part I of the Act and therefore the supervisory jurisdiction of Indian courts to international arbitrations seated outside India. This decision was profoundly damaging to India's reputation as a neutral venue.

2. Current Statutory Limits and Recent Reforms

The 2015 and 2019 amendments to the ACA 1996 represented a determined legislative effort to rein in judicial overreach. The 2015 amendments narrowed the public policy ground, confined patent illegality to domestic awards, prohibited the re-examination of merits, and amended Section 36 so that the mere filing of a setting-aside application would no longer automatically stay enforcement of an award an important change that had been exploited as a tactic to delay payment indefinitely.

The Draft Bill 2024's proposal to transfer the power to extend time limits from courts to arbitral institutions⁴⁴ would, if enacted, reduce one important source of curial intervention. However, a comprehensive solution to the delay problem requires broader judicial reforms: dedicated arbitration benches in the High Courts, mandatory case-management timelines, and a cultural shift in the courts' approach to arbitration-related applications.

3. The BALCO Revolution

⁴³*Bhatia Int'l v. Bulk Trading S.A.*, supra note 16. See also Sumeet Kachwaha, *The Arbitration Law of India: A Critical Analysis*, 6 *Asian Int'l Arb. J.* 1 (2010).

⁴⁴Draft Arbitration and Conciliation (Amendment) Bill 2024, supra note 18. See also Prathamesh Popat, *Decoding the Arbitration and Conciliation (Amendment) Bill 2024*, 40 *Arb. Int'l* 123 (2024).

BALCO⁴⁵ was a watershed moment. The Court articulated the territoriality principle that the choice of a foreign seat imports acceptance that the law of that country governing the conduct and supervision of arbitrations will apply and aligned India's approach with the mainstream international position. *BGS SGS SOMA JV v. NHPC Ltd.*⁴⁶ further clarified the distinction between 'seat' and 'venue' in the Indian context, holding that the seat of arbitration is the juridical anchor for the purposes of determining supervisory jurisdiction. These decisions collectively represent a significant narrowing of the scope of Indian judicial intervention in international arbitrations.

C. Judicial Intervention in Arbitration in the United Kingdom

The Arbitration Act 1996 provides for court involvement in arbitration at several stages and appointment of arbitrators (Section 18), granting of interim relief (Section 44), assistance in the taking of evidence (Section 43), and post-award challenge and appeal (Sections 67–69) and in each case delimits the scope of that involvement with precision. Section 1(c) of the Act operates as a constitutional norm for English arbitration proceedings: it does not merely describe an aspiration but provides an interpretive instruction that courts must follow.

Section 69 of the Act is perhaps its most distinctive feature: a non-mandatory right of appeal to the Commercial Court on a point of English law. Critics have argued that it threatens award finality; defenders point to its extensive safeguards the 'obviously wrong' test, the limitation to questions of law, the exclusion by institutional rules as evidence that it does not diminish finality in any meaningful sense.⁴⁷ The UK Supreme Court's judgment in *Sharp Corp Ltd v. Viterro BV*⁴⁸ further reinforced this philosophy, emphasising the need to keep judicial intervention in the post-award context to an absolute minimum. This commitment to restraint, consistently maintained over several decades, is the bedrock of London's position as the world's pre-eminent arbitral seat.

⁴⁵BALCO, supra note 15. For analysis, see Promod Nair, BALCO: A Turning Point for Indian Arbitration, 29 J. Int'l Arb. 601 (2012).

⁴⁶BGS SGS SOMA JV v. NHPC Ltd., (2020) 4 SCC 234 (India).

⁴⁷V.V. Veeder, England, in *The Leading Arbitrators' Guide to International Arbitration* 215, 229 (Lawrence W. Newman & Richard D. Hill eds., 3d ed. 2014). See also Bruce Harris, Rolf Planterose & Jonathan Tecks, *The Arbitration Act 1996: A Commentary* 380 (5th ed. 2014).

⁴⁸Sharp Corp. Ltd. v. Viterro BV, supra note 22.

D. Judicial Intervention in Arbitration in Singapore

Singapore's IAA enshrines the minimal interference doctrine with clarity. The international regime under the IAA expressly reduces the degree of court intervention compared to the domestic regime under the Arbitration Act 2001.⁴⁹ Singapore courts have given this design its fullest expression, consistently refusing to extend supervisory jurisdiction beyond the limits prescribed by the statute. Applications to set aside on public policy grounds are regularly dismissed, and the courts have declined invitations to create new categories of review.

Singapore's judiciary has also been willing to uphold efficient and decisive arbitral procedures. *In DBO and others v. DBP and others*,⁵⁰ the SICC held that there was no breach of natural justice where an arbitral tribunal dismissed a party's case summarily pursuant to the SIAC Rules without a full-fledged hearing on the evidence. The willingness to uphold summary arbitral procedures signals a judicial commitment to the arbitral process that goes beyond formal compliance with the Model Law, into a genuine culture of deference toward the autonomy of the tribunal.

V. Comparative Evaluation

The comparative analysis conducted in this paper permits the following structured assessment. The table below summarises findings across the three dimensions:

Criterion	India	United Kingdom	Singapore
Award Predictability	Evolving; historical expansion of public policy; improving with reforms	High; consistent restraint; Section 69 rarely succeeds	Very high; Model Law strictly applied; strong finality principle
Confidentiality	Statutory (Section	Common law implied	Comprehensive statutory

⁴⁹Gary B. Born, *International Commercial Arbitration* 2882 (3d ed. 2021). See also Sundaresh Menon CJ, *International Arbitration: The Coming of a New Age for Asia (and Elsewhere)*, ICCA Congress Series No. 17 at 25 (2013).

⁵⁰*DBO and others v. DBP and others* [2023] SGHC(I) 21.

	42A); gaps in scope, no court-proceedings protection	duty; rich case law; no statutory codification	and institutional framework; Sections 22–23 IAA; SIAC Rules
Judicial Intervention	Historically high; improving post-BALCO; procedural delays persist	Low; Section 1(c) principle; minimal curial oversight	Minimal; enforcement-centric; pro-arbitration judiciary
Legislative Clarity	ACA 1996 as amended 2015, 2019; Draft Bill 2024 pending	Arbitration Act 1996; Arbitration Act 2025	IAA 1994; IAA (Amendment) 2020; SIAC Rules 2025
Overall Ranking	3 — Moderate; improving	2 — High	1 — Very High

Singapore ranks as the most arbitration-friendly of the three jurisdictions, by virtue of its comprehensive statutory framework, institutional depth, consistent judicial approach, and unwavering commitment to award finality. The United Kingdom ranks second, distinguished by the richness of its common law on confidentiality, the rigour of judicial restraint in post-award proceedings, and the global authority of its commercial courts. India ranks third, reflecting progress in legislative reform but acknowledging the persistent gap between legislative intent and judicial practice, the structural problem of procedural delay, and the relative underdevelopment of institutional arbitration.

Several best practices emerge from the analysis. First, alignment of the public policy exception with international rather than domestic standards is essential: both the United Kingdom and Singapore have maintained a narrow, internationally calibrated understanding of public policy that prevents domestic preferences from overriding the parties' arbitral choices. Second, a comprehensive confidentiality framework combining statutory provisions for court proceedings with institutional rules covering all participants, provides a level of assurance that India's Section 42A alone cannot match. Third, a judicial

culture of genuine restraint, sustained over decades and reinforced by consistent case law, is the foundation upon which predictability is built. Legislative reform is necessary but not sufficient; it must be accompanied by a corresponding shift in judicial practice.

VI. Challenges and Way Forward

A. Structural and Judicial Challenges in India

The single greatest obstacle to India's emergence as a reliable arbitral seat is the inconsistent application of the public policy exception. As the preceding analysis has demonstrated, the Indian judiciary has at different moments articulated both a narrow and an expansive understanding of public policy. The result is a body of case law that is difficult to reconcile and that denies commercial parties the ability to form reliable expectations about how their awards will be treated. The 2015 amendments have partially addressed this problem at the level of domestic arbitration, but the public policy ground for refusing enforcement of foreign awards under Section 48 of the Act remains broader in its potential application.

Procedural delay compounds these difficulties. Reports indicate that the average disposal time for Section 34 petitions before certain High Courts exceeds three years.⁵¹ These delays transform what should be a swift post-award review process into a form of prolonged litigation that effectively nullifies the advantages of arbitration. For foreign parties who have obtained an award against an Indian counterpart, the prospect of years of court proceedings before that award can be enforced is a powerful deterrent to the selection of India as a seat.

India's arbitration landscape also remains dominated by ad hoc proceedings conducted without institutional oversight. The Mumbai Centre for International Arbitration (MCIA) and other institutional centres have made important contributions, but institutional arbitration accounts for a small fraction of total activity. The Arbitration Council of India, established by the 2019 amendments, has yet to realise its full potential as a regulatory and promotional body.

⁵¹White & Case LLP, *supra* note 14.

B. Lessons from the United Kingdom and Singapore

The most important lesson that India can draw from both the United Kingdom and Singapore is that judicial consistency is not an accident. It is the product of a clear statutory framework, a well-developed body of case law, and a judicial culture that is genuinely committed to the principle of arbitral autonomy. In England, this culture has been built over decades through the consistent application of the non-intervention principle by commercial court judges who understand the international arbitration market and the importance of London's reputation. In Singapore, it has been constructed with deliberate institutional design through the training of judges, the establishment of the SIAC, and the government's consistent messaging that Singapore is and will remain a pro-arbitration jurisdiction.

Both jurisdictions also benefit from strong arbitral institutions the LCIA and ICC in London; the SIAC in Singapore that establish and maintain high professional standards, provide administrative support for complex proceedings, and develop bodies of institutional practice that supplement and reinforce the statutory framework. The existence of these institutions ensures that the quality of arbitration is not entirely dependent on the parties' ability to conduct proceedings competently on an ad hoc basis.

C. Reform Proposals for India

Three reforms stand out as particularly urgent. First, India requires greater judicial discipline in award review. This means not only clearer statutory guidance on the limits of public policy review, but also mandatory training for judges hearing arbitration-related applications, the establishment of dedicated arbitration benches at the High Courts, and a cultural shift in the judiciary's understanding of its supervisory role. Indian courts could usefully adopt the Singapore approach of insisting that grounds of challenge be founded on matters properly raised before the tribunal, thereby preventing post-award proceedings from serving as vehicles for re-litigation of the merits.

Second, India should make the promotion of institutional arbitration a priority. The Arbitration Council of India should be fully operationalised and empowered to accredit arbitral institutions, develop model procedural rules, and promote institutional arbitration through education and incentive schemes. The Draft Bill 2024's proposal to enhance the powers of arbitral institutions in time-extension matters is a step in the right direction and should be enacted without delay. India should consider developing a flagship

international arbitration centre analogous to the SIAC, designed specifically for international commercial arbitration, governed by world-class institutional rules, and administered by a permanent secretariat with capacity to support complex multi-party proceedings.

Third, India's arbitration law should be harmonised with international standards. The public policy exception in both Sections 34 and 48 of the Act should be understood and applied in its international sense as a residual category for the most fundamental violations of justice rather than as a general licence for substantive review. The gaps in Section 42A's confidentiality framework must also be addressed: protection should extend to all participants in the arbitral process and to court proceedings related to arbitration. A statutory framework for confidentiality in court proceedings modelled on Sections 22 and 23 of Singapore's IAA would be a particularly valuable addition to the Indian statutory regime.

VII. Conclusion

This comparative study demonstrates that while India, the United Kingdom, and Singapore share a common commitment to arbitration as a preferred mode of dispute resolution, they diverge significantly in their approaches to predictability, confidentiality, and judicial intervention. The United Kingdom and Singapore exemplify mature arbitral jurisdictions where judicial restraint, institutional strength, and legal certainty collectively enhance the finality and enforceability of arbitral awards. Their success underscores the central importance of a judiciary that respects party autonomy and limits post-award interference.

India's arbitration regime, though historically marked by judicial intervention and procedural uncertainty, is undergoing a steady transformation. Legislative reforms, evolving judicial attitudes, and institutional development signal a clear shift toward international best practices. However, sustained progress will depend on the consistent application of a restrained standard of judicial review, the strengthening of arbitral institutions, and the establishment of a comprehensive confidentiality framework. Ultimately, the effectiveness of an arbitral seat rests on trust that courts will uphold arbitral autonomy, safeguard confidentiality, and deliver predictable outcomes. India possesses the legislative foundation and institutional capacity to earn this trust. The realization of its ambition to emerge as a regional arbitration hub will depend on translating reformist intent into stable and consistent judicial practice.