



Jus Corpus Law Journal

Open Access Law Journal – Copyright © 2026 – ISSN 2582-7820

Editor-in-Chief – Prof. (Dr.) Rhishikesh Dave; Publisher – Ayush Pandey

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Comparative Analysis of Arbitration Laws: India, Singapore and UK

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Received 08 August 2026; *Accepted* 09 September 2026; *Published* 14 September 2026

Arbitration has gained popularity in the field of dispute settlement amongst the parties to commercial agreements as it enables the settlement of disputes quickly and efficiently. This paper will undertake the task of comparing the arbitration systems of India, Singapore, and the UK, looking into how the same five doctrinal bases of the UNCITRAL Model Law, namely party autonomy, kompetenz-kompetenz, separability, minimal court interference, and finality of awards, have been implemented differently by the statutes of these three countries through legislation and case law. The framework adopted by India will consist of the Arbitration and Conciliation Act, 1996 after taking into account the impact of the 2015, 2019, and 2021 amendments and through landmark cases such as Bhatia International, BALCO, and Amazon v Future Retail. The analysis of Singapore will encompass the International Arbitration Act, 1994 and the Arbitration Act, 2001, supplemented by the SIAC's 2025 Rules, whereas that of the UK will be based on the Arbitration Act 1996 and the newly enacted Arbitration Act 2025, as well as the role played by the LCIA. The paper will finally identify why Singapore and London continue to rank above India in global arbitration rankings due to the reasons that extend.

Keywords: arbitration, dispute settlement, SIAC, UNCITRAL.

INTRODUCTION

Arbitration plays an important role in the settlement of international commercial disputes. The UNCITRAL Model Law has influenced the arbitration systems in India, Singapore and the UK significantly. However, despite common elements of emphasis on party autonomy, kompetenz-kompetenz, separability, minimal court involvement and finality in these countries, the real impact of arbitration laws differs. This paper will comparatively analyse arbitration systems in India, Singapore and the UK, examining statutory structure, court involvement, relevant case law and institutions. Specifically, it will look into India's Arbitration and Conciliation Act, 1996 and its amendments, Singapore's arbitration system and the UK's Arbitration Act 1996 modified by the Arbitration Act 2025. Additionally, this paper will explain why Singapore and London continue to be more popular arbitration venues than India and recommend changes in India's legislation based on the Arbitration and Conciliation (Amendment) Bill, 2024.

RESEARCH QUESTIONS

Ques 1: Arbitration Frameworks: India vs Singapore vs UK

Party Autonomy –

Singapore: The legal structure in Singapore makes use of the International Arbitration Act 1994 in international cases and the Arbitration Act 2001 in domestic cases. The SIAC rules, 7th edition (2025), stress mediation and arb-med-arb. The practice of third-party funding was introduced in 2017 and extended in 2021 to domestic arbitration.¹

UK: The Arbitration Act 2025, which took effect on 1 August 2025, updates the Arbitration Act 1996 to enhance the UK's position as an arbitral seat while maintaining party autonomy. Where the arbitration agreement is silent, its law will default to that of the seat unless otherwise stated.²

¹ Chenthil Kumarasingam et al., 'INTERNATIONAL ARBITRATION LAWS AND REGULATIONS 2026 – SINGAPORE' (*Global Legal Insights*, 26 March 2026) <<https://www.globallegalinsights.com/practice-areas/international-arbitration-laws-and-regulations/singapore/>> accessed 05 August 2026

² Sam Thyne and Rhea Yactine, 'The Arbitration Act 2025: a new Era for UK arbitration?' (*Lexology*, 16 October 2025) <<https://www.lexology.com/library/detail.aspx?g=3ef4d6e0-76b8-4307-9b60-0769a09a1ac5>> accessed 05 August 2026; Kate Corby et al., 'The Arbitration Act 2025 enters into force in the UK' (*Global Arbitration News*, 04 August 2025) <<https://www.globalarbitrationnews.com/2025/08/04/the-arbitration-act-2025-enters-into-force-in-the-uk/>> accessed 05 August 2026

India: While India has party autonomy, the upcoming Arbitration and Conciliation (Amendment) Bill, 2024 addresses certain deficiencies through institutional arbitration, less involvement of courts, and time-bound proceedings. The proposed Section 9-A will ensure that the emergency-arbitration interim orders are recognised, which are inadequate in the present Act.³

Judicial Intervention –

Singapore: The courts of Singapore are the most restrained, having a very low level of curial interference, and setting aside awards seldom, as seen in *Swire Shipping* (2024) and *DMZ v DNA* (2025). The courts can move against foreign non-parties provided there is adequate Singapore connection. The reforms proposed in the IAA are regarding de novo jurisdiction and setting aside appeals.⁴

UK: Section 67 of the 2025 Act bars any fresh litigation on the ground of jurisdiction; however, if new grounds arise that could not have been put forward earlier, then they would be considered by the courts. The courts get an enabling role rather than a supervisory role in compelling third parties' cooperation.⁵

India: India has moved towards pro-arbitration restraint, with 2025 cases from the Supreme Court and high courts focusing on limited interference and party autonomy. There is limited jurisdiction of the courts under *Gayatri Balasamy v ISG Novasoft Technologies* (2025) to alter awards by severing parts that are void or rectifying clerical mistakes.⁶

³ Dipen Sabharwal KC et al., 'Keeping up with the times: the Government of India proposes new arbitration law reforms' (*White & Case LLP*, 18 November 2024) <<https://www.whitecase.com/insight-alert/keeping-times-government-india-proposes-new-arbitration-law-reforms>> accessed 05 August 2026

⁴ *Swire Shipping Pte Ltd v Ace Exim Pte Ltd* [2024] SGHC 211 (Singapore); *DMZ v DNA* [2025] SGCA 52 (Singapore); Koh Swee Yen et al., 'Investor-State Arbitration Laws and Regulations Report 2026: Singapore' (*iclg*, 13 January 2026) <<https://iclg.com/practice-areas/investor-state-arbitration-laws-and-regulations/singapore>> accessed 05 August 2026; Chou Sean Yu, 'Singapore arbitration updates: IAA reform proposals and key court decisions from 2025–2026' (*Global Arbitration Review*, 14 May 2026) <<https://globalarbitrationreview.com/review/the-asia-pacific-arbitration-review/2027/article/singapore-arbitration-updates-iaa-reform-proposals-and-key-court-decisions-2025-2026>> accessed 05 August 2026

⁵ Nicola Gare, 'The English Arbitration Act 2025 – Key changes' (*HFW*, 21 October 2025) <<https://www.hfw.com/insights/the-english-arbitration-act-2025-key-changes/>> accessed 05 August 2026

⁶ Raghavan Ramabadrán et al., 'INTERNATIONAL ARBITRATION LAWS & REGULATIONS 2026: INDIA' (*Global Legal Insights*, 26 June 2026) <<https://www.globallegalinsights.com/practice-areas/international-arbitration-laws-and-regulations/india/>> accessed 05 August 2026; Justice Deepak Verma, 'Revolutionising Dispute Resolution: Arbitration Act 2025' (*Global Law Experts*, 22 September 2025) <<https://globallawexperts.com/revolutionising-dispute-resolution-the-arbitration-act-2025-and-its-impact-on-india>> accessed 05 August 2026; Sumeet Kachwaha et al., 'International Arbitration Laws and Regulations Report 2025–2026: India' (*iclg*, 08 November 2026) <<https://iclg.com/practice-areas/international-arbitration->

Enforcement –

Singapore: The state of Singapore, being a party to the New York Convention, usually guarantees quick enforcement of international arbitral awards. The 2025 review of the Singapore IAA takes into account the costs of enforcement after the setting aside of an award as well as the statutory choice of law provisions applicable to arbitration agreements, as in the UK's 2025 reforms.⁷

UK: This reform seeks to enhance the enforcement and administrative structure and modernise the rules of governance, disclosures, arbitrator immunities, summary procedures, and emergency arbitrations with an intention of keeping London competitive with Singapore, Hong Kong, France, and Germany.⁸

India: The enforcement aspect continues to be at the centre of reforms in India. The amendment made in 2021 provides for an automatic stay where there is a prima facie case of fraud and corruption in the arbitration agreement or award. The reforms aim at an efficient process, arbitrator independence, minimal judicial interference, and speedy enforcement. In FY 2024-25, ONGC, GAIL and BPCL have chosen the India International Arbitration Centre.⁹

Ques 2: What Accounts for Singapore's Rise as a Preferred Arbitration Seat?

Global Standing (Singapore vs UK vs India) –

Singapore is the second-best place in the world after London according to the White & Case-Queen Mary Survey for 2025, with London and Singapore always featuring among the top five places in all six regions. This indicates a solid standing, which is also demonstrated in 2021. India does not qualify to be among the top global seats.¹⁰

[laws-and-regulations/india/](#)> accessed 05 August 2026; *Gayatri Balasamy v ISG Novasoft Technologies Ltd* [2025] INSC 605

⁷ Yen (n 4); Charlie Caher et al., '1 It Was the Best of Times, It Was the Worst of Times: An Overview of Recent Arbitration Law Reforms - International Arbitration Laws and Regulations 2026' (*iclg*, 08 November 2026) <<https://iclg.com/practice-areas/international-arbitration-laws-and-regulations/01-it-was-the-best-of-times-it-was-the-worst-of-times-an-overview-of-recent-arbitration-law-reforms>> accessed 05 August 2026

⁸ Craig AB Ferris and Scott Lucyk, 'New UK Arbitration Act 2025 in Force: What You Need to Know' (*Lawson Lundell LLP*, 27 August 2025) <<https://www.lawsonlundell.com/publication/new-uk-arbitration-act-2025-in-force-what-you-need-to-know>> accessed 05 August 2026

⁹ Kachwaha (n 6); 'ARBITRATION COUNCIL OF INDIA' (*Press Information Bureau*, 06 February 2026) <<https://www.pib.gov.in/PressReleasePage.aspx?PRID=2224369®=3&lang=1>> accessed 05 August 2026

¹⁰ 'Experiences, preferences and enforcement' (*White & Case LLP*, 02 June 2025) <<https://www.whitecase.com/insight-our-thinking/2025-international-arbitration-survey-experiences-preferences-enforcement>> accessed 05 August 2026; Karah Howard and Mohan Pillay, 'Survey results reveal Hong Kong and Singapore as 'premier seats of arbitration' in Asia' (*Pinsent Masons*, 05 December 2025)

Reasons for Singapore's Rise –

Judicial Restraint and Neutrality Perception: The neutrality of Singapore, the backing provided by the judiciary, lack of court intervention, and pro-arbitration stance with respect to the IAA are all contributing to the importance of Singapore in international arbitration.¹¹

Institutional Innovation (SIAC): The reforms in the rules have been able to keep up with the demands that have been made: the 2025 Rules of the SIAC, which will come into effect in 2025 after being reviewed in 2024, are now the second most widely used in the world after the ICC rules. Out of 625 new cases, 91% have been international, covering 72 countries (as opposed to 66).¹²

Legal and Funding Reforms: Advancements like the legalisation of third-party funding and conditional fees have solidified Singapore's place as the most preferred arbitration venue in the Asia-Pacific region.

Rule of Law and Civil Justice Reputation: The Singaporean government ranks very highly on external measures of governance, including 16th of 142 countries in the WJP Rule of Law Index, where it also outstrips Canada, the UK, and the USA in terms of both civil justice and absence of corruption, positioning itself equal to and even better than the UK in some respects.¹³

Growing Role in Investor-State Disputes: This represents increased institutional confidence since the courts of Singapore have witnessed an increasing trend in terms of enforcement and set aside cases relating to investor-state arbitration awards, due to its status as a neutral venue for such arbitrations along with efficient, honest and capable judicial institutions.¹⁴

<<https://www.pinsentmasons.com/out-law/news/hong-kong-and-singapore-premier-seats-of-arbitration>> accessed 05 August 2026

¹¹ Andre Yeap et al., 'The Rise of Arbitration in the Asia-Pacific Region' (*Global Arbitration Review*, 15 May 2025) <<https://globalarbitrationreview.com/review/the-asia-pacific-arbitration-review/2026/article/the-rise-of-arbitration-in-the-asia-pacific-region>> accessed 05 August 2026

¹² Chen Han Toh and Frédéric Gillion, 'SIAC innovation and court decisions reinforce Singapore's position as a leading arbitral seat' (*Pinsent Masons*, 31 March 2026) <<https://www.pinsentmasons.com/out-law/analysis/siac-innovation-court-decisions-singapore-position-leading-arbitral-seat>> accessed 05 August 2026

¹³ Friven Yeoh, 'Seating an Arbitration in Hong Kong or Singapore: Considering a Decades-Old Conundrum in 2025' (*Skadden, Arps, Slate, Meagher & Flom LLP*, 21 April 2025) <<https://www.skadden.com/insights/publications/2025/04/seating-an-arbitration-in-hong-kong-or-singapore>> accessed 05 August 2026

¹⁴ *Republic of Korea v Mason Capital LP and Anr* [2025] 4 SLR 308 (Sing); *Swissbourgh Diamond Mines (Pty) Ltd v Kingdom of Lesotho* [2019] 1 SLR 263 (Sing)

Ques 3: What lessons can India draw from Singapore and the UK to improve its arbitration ecosystem?

The most important lesson that India can learn from Singapore is the need for minimal judicial intervention to become the norm. Unlike the Indian practice, where decisions made by Indian courts are often challenged and set aside, Singapore courts do not set aside decisions often, which is different from India's debate over the Gayatri Balasamy modification power of courts. The need for continuous improvement and amendments is another lesson India should learn from Singapore, which amended the IAA regularly between 1995 and 2025. India could benefit from the UK experience by learning how to deal with ambiguities using statute: the 2025 Act will define the governing law of the arbitration agreement and restrict Section 67 appeals.¹⁵

CONCEPTUAL AND LEGAL FRAMEWORK

There are important doctrines of arbitration which include party autonomy, kompetenz-kompetenz, separability, minimal court intervention, and finality of arbitral awards that form the basis of arbitration laws in India, Singapore, and the United Kingdom, even though the UNCITRAL Model Law is applied differently in each of these countries.

Party Autonomy: Autonomy of the parties is the Grundnorm of arbitration since the tribunal derives its powers from the consent of the parties, not from judicial action. Thus, the parties have the freedom to choose the place of arbitration, applicable law, procedures, and even the tribunal, which is respected by Indian, Singaporean, and English courts.¹⁶

Kompetenz-Kompetenz: Kompetenz-kompetenz gives the arbitral tribunal jurisdiction to decide its own jurisdiction, which includes disputes relating to the validity of the arbitration agreement. This concept derives from German law and is evident in Article 16(1) of the UNCITRAL Model Law, whereas in Singapore and the UK, the same has been incorporated to minimise judicial delays; in India, it finds its place under Section 16 of the Act.¹⁷

¹⁵ *Gayatri Balasamy v ISG Novasoft Technologies Ltd* [2025] INSC 605

¹⁶ Akash Singh and Nili Khandelwal, 'Party Autonomy – A Grundnorm To Arbitration' (*Mondaq*, 18 November 2021) <<https://www.mondaq.com/india/trials-amp-appeals-amp-compensation/1132244/party-autonomy-a-grundnorm-to-arbitration>> accessed 05 August 2026

¹⁷ Paritosh Singh Dev, 'Kompetenz-Kompetenz In Indian Arbitration: Between Judicial Gatekeeping And Arbitral Autonomy' (*CCADR Blog*, 14 September 2025) <<https://ccadr.cnl.u.ac.in/blog/arbitration/kompetenz-kompetenz-indian-arbitration>> accessed 05 August 2026

Separability: The principle of separability considers that the arbitration agreement is independent from the underlying agreement and, hence, any invalidity in the main contract will not affect the validity of the arbitration agreement. The principle of separability is accepted by the IAA 1994, the Arbitration Act 2001 in Singapore, the UK Arbitration Act, and Section 16 of India's Arbitration and Conciliation Act 1996.¹⁸

Minimal Court Intervention: It is the purpose in all three jurisdictions to restrict judicial interference in cases where there are alternative rules under arbitration law. It is noted that Section 5 of Indian law, which corresponds to Article 5 of the Model Law of the UNCITRAL, allows for judicial intervention only if such an allowance is provided by the Act.¹⁹

Finality of Awards: An end award is an important business benefit that arbitration enjoys over litigation because its objective is to conclusively determine the dispute, and appeal is allowed only on restricted grounds. Section 34 has been narrowed by Indian courts, which recognise that they are not appellate bodies and should not set aside an award just because a different construction of the facts or of the contract is conceivable. This is the case in Singapore and United Kingdom courts too.²⁰

JURISDICTION-WISE ANALYSIS

INDIA

Statutory Framework –

The Arbitration and Conciliation Act 1996 (India): The main Indian law relating to arbitration follows in large part from the 1985 UNCITRAL Model Law. It is an act which has superseded and merged the following acts: the Arbitration Act, 1940; Arbitration (Protocol and Convention) Act, 1937; and Foreign Awards (Recognition and Enforcement) Act, 1961 into one Act encompassing domestic arbitration, international commercial arbitration, and foreign awards' recognition and enforcement.²¹

¹⁸ Kah Yen Lieu, 'Revisiting the Doctrine of Separability' (*Bird & Bird*, 27 March 2024) <<https://www.twobirds.com/en/insights/2024/singapore/revisiting-the-doctrine-of-separability>> accessed 05 August 2026

¹⁹ Aishwarya Agrawal, 'Extent of Judicial Intervention in Arbitration' (*LawBhoomi*, 11 February 2025) <<https://lawbhoomi.com/extent-of-judicial-intervention-in-arbitration>> accessed 05 August 2026

²⁰ Sarthak Dubey, 'Ground for setting aside Arbitral Award under Section 34' (*AMLegals*, 13 August 2025) <<https://amlegals.com/ground-for-setting-aside-arbitral-award-under-section-34/>> accessed 05 August 2026

²¹ Arbitration and Conciliation Act 1996; UNCITRAL Model Law on International Commercial Arbitration 1985

2015 Amendment: The reforms were in response to the recommendations of the Law Commission in its 246th report. The reforms sought to lessen the interference of courts and accelerate the process of arbitration. They included: inclusion of Section 29A with an award period of 12 months extendable by another six months; limitation of 'public policy' in Section 34; limitation of stays of execution; and arbitration neutrality in Section 12 and the Fifth/Seventh Schedules.²²

2019 Amendment: With emphasis on institutionalisation of arbitration, it recommended the formation of the Arbitration Council of India (ACI) for ranking arbitral institutions and accreditation of arbitrators, transfer of Section 11 appointment functions to arbitral institutions from the court, confidentiality (Section 42A), and arbitrator immunity (Section 42B).²³

2021 Amendment: The Act came into force initially as an Ordinance, and then later as an Act, to solve the problem related to its enforceability through the inclusion of a proviso to Section 36 that gave courts the power to pass an unconditional stay if prima facie there had been fraud or corruption involved in the arbitral agreement, award, or contract.²⁴

Institutional vs Ad Hoc Arbitration Trends in India: Ad hoc arbitration has traditionally been predominant in India's arbitration mechanism, and even today, it accounts for around 90-95% of arbitration cases in the country, although the rate of institutional arbitration is rising. An Office Memorandum issued in June 2024 mandates government departments to discourage ad hoc arbitration, phase it out wherever possible, and resort to institutional arbitration for disputes that exceed ₹10 crore. The decision has been driven by performance figures; in 2024, 91% of awards issued through the MCIA process had been settled in 18 months, with not one being set aside, while almost 48% of all arbitration cases are yet to be decided after a period exceeding one year, with some even remaining pending for two decades.

Role of Courts: Sections 34, 9 and Judicial Interventionism –

Section 34 confines review to certain grounds like patent unlawfulness, fraud, lack of capacity, natural justice breach, and public policy, which in 2015 was narrowed so mere

²² Arbitration and Conciliation (Amendment) Act 2016; Law Commission, *Amendments to the Arbitration and Conciliation Act 1996* (Law Com No 246, 2014)

²³ Arbitration and Conciliation (Amendment) Act 2019

²⁴ Arbitration and Conciliation (Amendment) Act 2021

errors of law could not be used. Courts were able to set aside awards but not amend awards until 2025, when the case *Gayatri Balasamy v ISG Novasoft* held that limited amendment was possible.²⁵

Interim relief may be granted under Section 9 of the Model Law prior to, during, or following arbitration but prior to enforcement. Such a provision is entirely appropriate under the Model Law but has been improperly used as a delaying tactic.²⁶

Arbitration through judicial interventionism has remained the major hurdle for India, manifesting in comprehensive Section 34 appeals and delay in Section 9 and enforcement proceedings. The trend towards reduction of public policy considerations, Section 36 stay based on fraud and corruption only in 2021, and constant calls from the Supreme Court to have minimal interference is evident.²⁷

Case Laws –

Bhatia International v Bulk Trading S.A. (2002) held that Part I of the Arbitration and Conciliation Act, 1996 (including Section 9 interim relief and Section 34 setting-aside grounds) applies to arbitrations seated *outside* India too, unless expressly or impliedly excluded by the parties. This gave Indian courts sweeping jurisdiction over foreign-seated arbitrations, creating years of interventionist litigation and uncertainty for international parties before it was eventually overruled.²⁸

Bharat Aluminium Co. v Kaiser Aluminium Technical Services (BALCO) (2012) overruled *Bhatia International*, holding that Part I applies *only* to arbitrations seated in India, prospectively (not retrospectively). This restored the territorial/seat-centric approach consistent with the UNCITRAL Model Law, drastically curbing Indian courts' jurisdiction over foreign-seated arbitrations and is widely regarded as the turning point toward a pro-arbitration, minimal-intervention regime.²⁹

N.N. Global Mercantile & Co. v Indo Unique Flame & Co. (2021), reconsidered in 2023 by the larger bench, concerned the enforceability of the arbitration agreement despite the lack of stamping on the instrument. It was held that such an agreement is unenforceable till the

²⁵ Arbitration and Conciliation Act 1996, s 34; *Gayatri Balasamy v ISG Novasoft Technologies Ltd* [2025] INSC 605

²⁶ *Ibid* s 9

²⁷ *Ibid* s 36

²⁸ *Bhatia International v Bulk Trading SA & Anr* (2002) 4 SCC 105

²⁹ *Bharat Aluminium Co v Kaiser Aluminium Technical Services Inc* (2012) 9 SCC 552

time stamping is done; however, in *In Re: Interplay between Arbitration Agreement and the Stamp Act (2023)*, which was decided by a bench of seven judges, this view was overturned.³⁰

In **Amazon.com NV Investment Holdings LLC v Future Retail Ltd. (2021)**, the decision was that the order made by the emergency arbitrator under the SIAC rules for a Singapore-seated arbitration can be executed in India in terms of Section 17(2), which is an order of the arbitral tribunal and therefore executable as a court order. This judgment has set a new benchmark in favour of arbitration in India.³¹

Challenges: Delays, Over-Judicialization, Enforcement Issues, and Lack of Arbitration Culture: Despite 20 years of reforms in the system, Indian Arbitration still faces problems due to inefficiencies within the system, with almost 48% of arbitration cases taking more than one year, with some cases lasting up to 20 years. The over-judicialization exacerbates the problem because courts have always heard extensive claims under Section 34, and the fact that the Supreme Court acknowledged partial rights of modification awards in 2025 demonstrates that judicial control is maintained outside the scope of the Model Law.³²

Underlying all of this is a weak institutional arbitration culture; despite two decades of reform, an estimated 90-95% of Indian arbitrations are still ad hoc³³, forcing the government to intervene directly: An Office Memorandum of June 2024 instructs Ministries and Departments to eschew ad hoc arbitration in government contracts and instead choose institutional arbitration in high-value cases, drawing attention to the slow adoption of institutional arbitration in India vis-à-vis Singapore and the UK.

Recent Reforms and Arbitration Council of India: The Arbitration Council of India (ACI) has been set up under the 2019 Amendment Act in Part IA for the rating of arbitral institutions, accreditation of arbitrators, and institutional arbitration³⁴, though the ACI's actual operationalisation has lagged, with the body notified only years after the amendment. Further reform is pending via the draft Arbitration and Conciliation (Amendment) Bill, 2024, which proposes recognising emergency arbitrator orders (new Section 9-A) to resolve the

³⁰ *NN Global Mercantile Pvt Ltd v Indo Unique Flame Ltd and Ors* (2023) 7 SCC 1

³¹ *Amazon.com NV Inv Holdings LLC v Future Retail Ltd* (2022) 1 SCC 209

³² *Gayatri Balasamy v ISG Novasoft Technologies Ltd* [2025] INSC 605

³³ 'Ad Hoc vs Institutional Arbitration in India – Which Model Fits Your Deal in 2025?' (*Foresight Law Offices*, 02 October 2025) <<https://foresightlawoffices.com/ad-hoc-vs-institutional-arbitration-in-india-which-model-fits-your-deal-in-20>> accessed 05 August 2026

³⁴ Arbitration and Conciliation Act 1996, pt IA

enforceability gap highlighted in *Amazon v Future Retail*³⁵. The new proposals will ensure the setting up of special arbitration benches in High Courts, quick judgments by tribunals with respect to any jurisdictional challenges, and more stringent award deadlines. In total, they seek to move India towards an institution-based and intervention-minimal approach like that followed in Singapore and the UK.

SINGAPORE

Statutory Framework: The Dual Track Regime –

The arbitration law of Singapore comprises two laws, namely the International Arbitration Act 1994 (IAA) and the Arbitration Act 2001 (AA). The IAA applies to arbitrations that have been defined as international in Section 5(2). The dual track system of Singapore allows for an option between the IAA and AA, thereby distinguishing the liberal international regime from the domestic regime by involving more judicial review of disputes.³⁶

International Arbitration Act 1994 (Cap. 143A): The IAA gives the UNCITRAL Model Law force of law in Singapore (s. 3(1)) and, via Part III, implements the 1958 New York Convention.³⁷ It ensures separability and kompetenz-kompetenz, but restricts courts to only minimal supervision. Under sec. 6, courts routinely stay proceedings brought in breach of an arbitration agreement, allowing minimal judicial intervention. IAA awards cannot be appealed on a point of law, ensuring finality. A 2020 amendment added default rules for appointing arbitrators in multi-party cases, aligning the IAA with SIAC, ICC, and LCIA practice.³⁸

Arbitration Act 2001: The AA applies to domestic arbitrations, i.e., those not covered by the IAA. It was enacted to align Singapore's domestic law with the Model Law, replacing the older Arbitration Act 1985 (itself based on the UK's 1950 Act).³⁹ Whereas appeals under the IAA can only be brought in relation to questions of law, appeals under the AA may be made

³⁵ *Amazon.com NV Inv Holdings LLC v Future Retail Ltd* (2022) 1 SCC 209

³⁶ Sarbjit Singh Chopra, 'Singapore: International Arbitration' (*Legal 500*)

<<https://www.legal500.com/guides/chapter/singapore-international-arbitration/>> accessed 05 August 2026

³⁷ 'International Arbitration Act 1994' (*Council of ASEAN Chief Justices*) <<https://cacj-ajp.org/singapore/legal-system/singapore-laws/key-legislation/international-arbitration-act/>> accessed 05 August 2026

³⁸ Wei Ming Tan et al., 'Amendments to Singapore's International Arbitration Act to Enhance Statutory Regime' (*Lexology*, 14 December 2020) <<https://www.lexology.com/library/detail.aspx?g=45732cd8-d4c5-43e6-9a59-e184ff9fa220>> accessed 05 August 2026; International Arbitration Act 1994 (Singapore)

³⁹ Wei Ming Tan et al., 'International arbitration law and rules in Singapore' (*CMS.law*, 16 October 2024) <<https://cms.law/en/int/expert-guides/cms-expert-guide-to-international-arbitration/singapore>> accessed 05 August 2026

on any ground except where the parties agree otherwise. The IAA, however, can be agreed by written consent.⁴⁰ The AA is the governing body for domestic and the IAA for international arbitration unless otherwise agreed by the parties, who can select the other system or the UNCITRAL Model Law. Both ICC and SIAC administer most arbitrations seated in Singapore.⁴¹

SIAC (Singapore International Arbitration Centre) –

Overview: Since SIAC was founded in 1991, it has become the leading arbitral body in Singapore that conducts arbitrations based on its own rules, independent of the IAA and AA. Since its inception, SIAC has grown into one of the world's leading arbitral institutions, helping make Singapore the world's second most popular seat for international dispute resolution, ahead of Paris, Hong Kong, Geneva, and New York.⁴²

SIAC Rules 7th Edition (2025): The SIAC Rules 2025 (7th Edition) came after five subsequent editions and became operative from 1 January 2025. These rules are applicable only where the parties decide to conduct SIAC arbitration. Key additions include the Streamlined Procedure, Preliminary Determination, and Coordinated Proceedings, alongside expanded eligibility for the Expedited Procedure, enhancements to the Emergency Arbitrator process, integration of SIAC Gateway, and formal recognition of tribunal secretaries.⁴³

Caseload Growth: The number of new cases handled by SIAC in its 2024 Annual Report is 625, which includes 566 (91%) international cases from 72 jurisdictions, and disputes valued at SGD 16.12 billion (USD 11.86 billion). It also made record applications for Expedited Procedure (143), Emergency Arbitrator (21), and consolidation (101). On the other hand, 2022 saw 357 cases being filed, 94% of which were administered.⁴⁴ This upward trend in filings, dispute value, and jurisdictional diversity across successive annual reports reflects SIAC's sustained growth as a preferred seat and institution for cross-border commercial arbitration.

⁴⁰ Arbitration Act 2001 (Singapore)

⁴¹ Jimmy Yim et al., 'Commercial Arbitration: Singapore' (*Global Arbitration Review*, 27 April 2026) <<https://globalarbitrationreview.com/insight/know-how/commercial-arbitration/report/singapore>> accessed 05 August 2026

⁴² Samantha Tan et al., 'Navigating the SIAC Arbitration Rules 2025' (*Lexology*, 25 March 2025) <<https://www.lexology.com/library/detail.aspx?g=4cccdaca-4753-46bd-9038-e5ca3e98c8d0>> accessed 05 August 2026

⁴³ 'SIAC Rules 2025' (Singapore International Arbitration Centre) <<https://siac.org.sg/siac-rules-2025>> accessed 05 August 2026

⁴⁴ 'SIAC Records Steady Growth' (Singapore International Arbitration Centre, 25 March 2025) <<https://siac.org.sg/siac-records-steady-growth>> accessed 05 August 2026

Pro-Arbitration Judiciary; Minimal Curial Intervention (Singapore) -

The Foundational Doctrine: The Singapore courts have adopted a policy of minimal curial intervention, a form of judicial restraint on the level of court intervention in the decision-making of arbitral tribunals. As was stated in *Tjong Very Sumito v Antig Investments Pte Ltd* [2009], there is an unequivocal judicial policy that favours arbitration for its finality and also because the parties can choose not to go into court.⁴⁵

The Light Touch, Strong Hand Standard: Courts in Singapore adopt a 'light touch, heavy hand' method, which means that they intervene in arbitral awards infrequently but provide help to arbitration cases where necessary, for example by enforcing an agreement. This dual role reflects the balance Singapore strikes between arbitral autonomy and residual judicial oversight.⁴⁶

Institutional Reinforcement: Singapore strengthens its arbitration-friendly policy by using judges with arbitration experience to consider the challenge to awards, whereas foreign judges preside over SICC cases. Arbitration is supported further in Singapore's courts through the power of compulsion under the IAA.

Leading Case Laws -

Tjong Very Sumito v Antig Investments Pte Ltd: It is the landmark case on the pro-arbitration judicial policy of Singapore. This is the case that every subsequent decision refers to whenever courts take up the unequivocal judicial policy of facilitating and promoting arbitration. It is of equal importance as *Bhatia International or BALCO* is for India's arbitration law.⁴⁷

CJA v CIZ: The leading modern case on the scope of 'excess of jurisdiction' as a ground to set aside an award. It set the test that courts must look at the arbitration 'in the round' - pleadings, list of issues, opening statements, evidence, and closing submissions - rather than reading pleadings narrowly to find that a tribunal exceeded its mandate. This is now the standard cited in virtually every subsequent jurisdiction-excess challenge before Singapore courts.⁴⁸

⁴⁵ *Tjong Very Sumito v Antig Investments Pte Ltd* [2009] 4 SLR(R) 732 (Singapore)

⁴⁶ *COT v COU and Ors* [2023] SGCA 31 (Singapore)

⁴⁷ *Tjong Very Sumito v Antig Investments Pte Ltd* [2009] 4 SLR(R) 732 (Singapore)

⁴⁸ *CJA v CIZ* [2022] SGCA 41 (Singapore)

CEF v CEH: The companion leading case on the natural-justice ground for setting aside an award. It set a deliberately high threshold - a tribunal's reasoning must be shown to be 'capricious' or 'irrational' before a court will interfere - reinforcing the broader policy of minimal curial intervention even where an award's internal logic is contested.⁴⁹

Emergency Arbitrator Provisions: One of the first countries to recognise EAs statutorily was Singapore. In 2012, the IAA 1994 was amended through the insertion of Section 2(1), where the EA who is appointed under the arbitration rules of the parties is recognised as an 'arbitral tribunal.'⁵⁰

Because an emergency arbitrator is folded directly into the statutory definition of 'arbitral tribunal,' there is no separate question of enforceability for emergency orders in Singapore - Section 12(6) of the IAA already makes all orders and directions of an 'arbitral tribunal' enforceable, by permission of the court, in the same manner as a court order. This was confirmed by the Singapore High Court in *CVG v CVH*, which held that awards made by an emergency arbitrator are enforceable under the IAA on the same footing as those of a regular tribunal.⁵¹ The Emergency Arbitration procedure was introduced to the SIAC Rules in July 2010, ahead of statutory recognition. According to the present SIAC Rules, a party may seek EA between the notice of arbitration and the establishment of the tribunal, whereby the president intends to constitute an EA within one working day, who would issue interim relief/award within 14 days.

Amazon vs Future: The Amazon-Future Retail dispute was subject to the SIAC Rules, where the Emergency Arbitrator appointed under the SIAC Rules stayed the Reliance deal. These issues of speed, appointment, and the 14 days are derived from the SIAC Rules in Singapore. This is because the 2021 Indian Supreme Court case decided on whether this stay order would be enforced under Indian law. There is no similar Section 2(1) of Singapore's IAA in India's statute.⁵² Singapore has continued to improve its system of emergency arbitration. The recommendations by the Law Reform Committee to introduce peremptory orders from the Emergency Arbitrators in cases of non-compliance are one such effort to fill the existing gap.

⁴⁹ *CEF and Ors v CEH*, [2022] SGCA 54 (Singapore)

⁵⁰ International Arbitration Act 1994 (Singapore), s 2(1)

⁵¹ *CVG v CVH* [2023] 3 SLR 1559 (Singapore); *Ibid* s 12(6)

⁵² *Amazon.com NV Inv Holdings LLC v Future Retail Ltd* (2022) 1 SCC 209

Third-Party Funding Reforms (Singapore): Third-party funding in Singapore was prohibited before 2017 due to the doctrines of maintenance and champerty. However, the Civil Law (Amendment) Act of 2016 repealed these doctrines and enacted Sections 5A and 5B that allowed for funding of prescribed proceedings. The Regulations of 2017 provide for arbitration, litigation, mediation, and SICC proceedings. The Regulations stipulate minimum standards of capital adequacy and eligibility requirements for Qualifying Third-Party Funders. The Amendment Regulations 2021, which came into effect on 28 June 2021, allowed the use of third-party funding in domestic arbitration.⁵³

In Singapore, the law mandates that the funding agreement and the funding party's identity must be disclosed in accordance with Guidance Note 10.1.1 and SIAC rules, where SIAC introduced its funding disclosure powers in 2017. Starting in 2022, lawyers can enter into CFA arrangements in prescribed proceedings, unlike in India where advocates cannot fund their client's cases.⁵⁴

UNITED KINGDOM

Statutory Framework –

The Arbitration Act 1996 remains the backbone of English arbitration law, prized for keeping court intervention minimal and party autonomy central.⁵⁵ It was substantially updated by the Arbitration Act 2025, which received Royal Assent on 24 February 2025 and came fully into force on 1 August 2025.⁵⁶ The Arbitration Act 2025 does not repeal but rather modifies the existing Arbitration Act 1996.

The five major amendments made by this Act include the following:

1. an amendment regarding the law governing the arbitration agreement in terms of the law of the seat and its reversal of the *Enka v Chubb* case;
2. statutory recognition and enforcement of emergency arbitrator;

⁵³ Civil Law Act 1909, ss 5A–5B (Singapore); Civil Law (Third-Party Funding) Regulations 2017 (Singapore), regs 3–4; Civil Law (Third-Party Funding) (Amendment) Regulations 2021 (Singapore)

⁵⁴ GUIDANCE NOTE 10.1.1: THIRD-PARTY FUNDING (Law Society of Singapore 2017); SIAC Rules 2017 (Singapore); Legal Profession Act 1966 (Singapore); Legal Profession (Conditional Fee Agreement) Regulations 2022 (Singapore)

⁵⁵ Arbitration Act 1996, c 23 (UK)

⁵⁶ Arbitration Act 2025, c 4 (UK); 'The new Arbitration Act 2025: Necessary modernization or missed opportunity?' (Norton Rose Fulbright, 01 July 2025)

<<https://www.nortonrosefulbright.com/en/knowledge/publications/35bfdea7/the-new-arbitration-act-2025>> accessed 05 August 2026

3. discretionary power of the tribunals to summarily dismiss hopeless claims;
4. arbitrator immunity and arbitrator's duty of disclosure; and
5. narrowed Section 67 challenge.⁵⁷

None of this applies retrospectively to arbitrations begun before 1 August 2025 stay under the old regime.

LCIA: The London Court of International Arbitration is one of the world's oldest and busiest arbitral institutions, and its caseload has climbed steadily; referrals rose to 444 in 2021/22, roughly double the figure from a decade earlier.⁵⁸ The LCIA itself lobbied for the 2025 reforms, on the view that a modernised statutory backbone keeps London's institutional offering globally competitive.⁵⁹

Judicial Approach: Sections 67–69: English courts support arbitration but retain limited judicial oversight. Three statutory routes exist, with Section 67 allowing challenges to an award for lack of substantive jurisdiction. Before the 2025 Act, *Dallah v Pakistan* required a full rehearing of jurisdiction, including evidence, even where the tribunal had already ruled on its jurisdiction.⁶⁰ The 2025 Act now confines Section 67 challenges to material already before the tribunal, cutting off a second bite at the evidentiary apple.⁶¹ However, section 68 is aimed at challenges based on serious irregularity leading to injustice rather than dissatisfaction. Furthermore, appeal is allowed under section 69 if there are questions on points of law and provided that such appeals are not excluded, and High Court approval is mandatory.

Key Case Laws –

In *Enka v Chubb*, it was found by the Supreme Court that the express governing law of the primary contract would generally be the law that governs the arbitration agreement. In case

⁵⁷ Mohammed Khamisa, 'Arbitration Act 2025 Fully in Force – Reforms to UK Arbitration Now Effective' (*Greenberg Traurig*, 19 August 2025) <<https://www.gtlaw.com/en/insights/2025/8/arbitration-act-2025-fully-in-force-reforms-to-uk-arbitration-now-effective>> accessed 05 August 2026; Jonathan Speed and Louise Lanzkron, 'The English Arbitration Act 2025: Key Changes Coming into Force on 1 August 2025' (*Bird & Bird*, 28 July 2025) <<https://www.twobirds.com/en/insights/2025/uk/the-english-arbitration-act-2025-key-changes-coming-into-force-on-1-august-2025>> accessed 05 August 2026

⁵⁸ Greg Pooler, 'The UK remains the jurisdiction of choice post-brexite' (*Sherrards Solicitors*, 16 November 2022) <<https://sherrards.com/articles/the-uk-remains-the-jurisdiction-of-choice/>> accessed 05 August 2026

⁵⁹ The English Arbitration Act 2025 (UK)

⁶⁰ *Dallah Real Estate & Tourism Holding Co v The Ministry of Religious Affairs, Government of Pakistan* [2010] UKSC 46

⁶¹ 'English Arbitration Act 2025: Key Reforms' (*Aceris Law*, 03 September 2025)

<<https://www.acerislaw.com/english-arbitration-act-2025-key-reforms/>> accessed 05 August 2026

there is nothing stipulated in the contract, the law of the seat will apply.⁶² The Court also endorsed a ‘validation principle’: where one candidate law would invalidate the arbitration agreement, courts should lean toward the interpretation that keeps it alive.⁶³ The 2025 Act has since overridden this default: new Section 6A makes the law of the seat the default rule unless the parties agree otherwise, a direct legislative reversal of *Enka*.⁶⁴

In the case of *Halliburton v Chubb*, the principle of arbitrator impartiality has been laid down. According to the Supreme Court, it is a legal obligation on arbitrators to disclose all appointments which may give rise to concerns about impartiality.⁶⁵ The Court rejected *Halliburton*’s claim by saying that a failure to disclose in itself cannot demonstrate any kind of bias. It is just one aspect of the test that is applied using a ‘fair-minded and informed observer’ approach.⁶⁶ The 2025 Act has since codified aspects of this disclosure duty by statute.

Brexit's impact on cross-border enforcement and choice of seat: Arbitration was not affected significantly by Brexit because of the New York Convention 1958, which allows for the recognition and enforcement of awards regardless of EU membership.⁶⁷ The UK’s exit from Brussels Recast and Lugano meant that there was no longer protection for UK judgments in court proceedings abroad, but arbitration awards were still covered by the New York Convention.⁶⁸ Brexit took the EU’s public policy out of the equation when considering enforcement in England.⁶⁹ The lack of mechanisms for enforcing judgments from the EU could be an added factor in the popularity of arbitration, further securing London’s standing.

⁶² *Enka Insaat Ve Sanayi AS v OOO Insurance Co Chubb* [2020] UKSC 38

⁶³ Steven Lim, ‘*Enka v Chubb*: Bringing the Validation Principle into the Light’ (*Wolters Kluwer*, 16 December 2020) <<https://legalblogs.wolterskluwer.com/arbitration-blog/enka-v-chubb-2020-uksc-38-bringing-the-validation-principle-into-the-light/>> accessed 05 August 2026

⁶⁴ Arbitration Act 1996, c 23, s 6A

⁶⁵ *Halliburton Co v Chubb Bermuda Insurance Ltd* [2020] UKSC 48

⁶⁶ Craig Tevendale et al., ‘UK Supreme Court judgment in *Halliburton v Chubb* clarifies English law on arbitrator apparent bias’ (*Herbert Smith Freehills*, 01 December 2020)

<<https://www.hsfkramer.com/notes/arbitration/2020-12/uk-supreme-court-judgment-in-halliburton-v-chubb-clarifies-english-law-on-arbitrator-apparent-bias>> accessed 05 August 2026

⁶⁷ Simon Goodall, *How will Brexit impact arbitration in England and Wales?* (Norton Rose Fulbright 2016); United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1959, art V

⁶⁸ Sinead O’Callaghan et al., ‘Enforcement post-Brexit: big win for arbitration?’ (*International Bar Association*, 21 October 2022) <<https://www.ibanet.org/enforcement-post-brexit-big-win-for-arbitration>> accessed 05 August 2026

⁶⁹ Srishti Jain, ‘Why London Continues to Be an Attractive Seat for International Arbitration Post-Brexit’ (*Lexology*, 01 February 2021) <<https://www.lexology.com/library/detail.aspx?g=5e23dae4-ec66-4b83-b876-83c229f01643>> accessed 05 August 2026

COMPARATIVE ANALYSIS (THEMATIC): INDIA VS UK VS SINGAPORE

Theme	India	UK	Singapore
Legislative Framework & UNCITRAL Alignment	Arbitration and Conciliation Act, 1996 (based on 1985 Model Law), amended 2015/2019/2021; 2024 Bill pending	Arbitration Act 1996, substantially reformed by Arbitration Act 2025; not Model Law-based but functionally aligned	International Arbitration Act 1994 (Model Law-based) + Arbitration Act 2001 (domestic); amended 12 times (1995–2025)
Judicial Intervention/Support	Historically interventionist (<i>Bhatia</i>); corrected by <i>BALCO</i> ; SC now claims limited award-modification power (<i>Gayatri Balasamy</i> , 2025)	Minimal; 2025 Act narrows Section 67 jurisdictional relitigation, adds court powers to compel third parties in support (not oversight)	Minimal curial intervention as settled doctrine (<i>Swire Shipping</i> , 2024; <i>DMZ v DNA</i> , 2025); IAA reform consultation ongoing on scope of jurisdictional review
Speed & Cost Efficiency	Slow; ~48% of cases pending over a year, some up to two decades; Section 29A timelines exist but often extended	Fast; new summary determination procedure under 2025 Act cuts weak claims/defences early	Fast; SIAC 2025 Rules emphasise efficiency and certainty in award timeframes
Enforcement (Domestic & Foreign)	NYC signatory; enforcement slow, litigation-prone; 2021	NYC signatory; fast, predictable, pro-enforcement case law	NYC signatory; fast, predictable; growing investor-state award

	amendment allows unconditional stay only on prima facie fraud/corruption		enforcement docket
Arbitrator Appointment & Institutional Support	Section 11 shifted appointments to institutions (2019); ACI created to grade institutions/accredit arbitrators, slow to operationalize; ~90–95% still ad hoc despite 2024 govt push toward institutional arbitration	Party/institution-driven; LCIA and other institutions well-established; no major appointment-mechanism overhaul in 2025 Act	SIAC handles 600+ cases/year with arbitrators from 40+ jurisdictions; institutional arbitration is the norm, not exception
Confidentiality & Third-party Funding	No express statutory confidentiality regime (Section 42A only for institutional arbitration post-2019); TPF largely unregulated/uncertain	Confidentiality traditionally common-law based, not codified in 1996 Act or clearly addressed in 2025 Act; TPF permitted, market-driven	Confidentiality supported by case law; TPF expressly legalised (2017 Civil Law Act amendment; extended 2021 to domestic arbitration, SICC, mediation)
Emergency Arbitration & Interim Relief	EA enforceability recognised judicially (<i>Amazon v Future Retail</i> , 2021) but not yet codified; 2024 Bill proposes new Section 9A to fix this; Section 9	Court interim/support powers strengthened under 2025 Act (injunctions, evidence	EA expressly and reliably enforceable under IAA framework; well-established practice

	covers court-ordered interim relief	preservation, third-party orders)	
Perception Among International Businesses	Not featured among top global seats in Queen Mary/White & Case surveys; reform aimed at closing this gap	Ranked #1 preferred global seat (2025 Queen Mary/White & Case Survey)	Ranked #2 preferred global seat, tied with London across most regions (2025 Queen Mary/White & Case Survey)

CONCLUSION

It is evident from the above comparative study that even though there are similar principles in the UNCITRAL Model Law for arbitration, the results of such an approach are not homogeneous. India, Singapore and the UK share common principles like party autonomy, kompetenz-kompetenz, separability, minimal court involvement and finality of awards; however, they have different approaches to implementation. Both Singapore and the UK have managed to implement these principles effectively by creating arbitration-friendly courts, institutions, and effective mechanisms of enforceability, which made these countries become arbitral venues. India continues to struggle with court intervention and enforcement issues despite its 2015, 2019 and 2021 amendments. Therefore, the problem in India is both institutional and cultural and not only legislative. The 2024 Amendment Bill, as well as strong institutions, minimal court involvement and institutional arbitration, may assist in resolving the situation.