FROM COURTS TO CONFIDENTIALITY: COMPARING ARBITRATION IN INDIA AND SINGAPORE

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ABSTRACT

Dispute Resolution and Commercial Dispute Resolution in General Arbitration has become one of the preferred Commercial Dispute Resolutions (CDR) mechanisms. Although both India and Singapore have adopted arbitration, their legal frameworks, institutional mechanisms, and judicial attitudes vary greatly. Of course, it may appear also to be a matter of only one ship in the night when Singapore is already an international arbitration hub, providing minimal judicial intervention, solid institutional support, and strong confidentiality. By contrast, India's arbitration regime is in a state of transition, with legislative reforms and judicial pronouncements targeting delays and enhancing arbitral autonomy.

This dissertation outlines the key features of statutory framework on arbitration in India and Singapore, along with judicial intervention, institutional arbitration, and confidentiality provisions. Or it analyses how the relevant Indian statute i.e. the Arbitration and Conciliation Act, 1996, compares with one of the most advanced legislations in international best practice the International Arbitration Act, 1994 of Singapore in covering all aspects of modern arbitration consistent with in the UNCITRAL Model Law on International Commercial Arbitration, 1985. The study goes on to review significant judicial rulings that have helped mold arbitration practice in both jurisdictions, highlighting aspects that demonstrates the positives and negatives of each system.

The dissertation further recommends the effective functioning of arbitration institutions such as SIAC, the Indian Council of Arbitration (ICA), and compares the same as to the impact of each on international commercial arbitration.

Utilizing doctrinal and comparative methodology this study empirically evaluates the suitability of Singapore model for Indian arbitration regime and suggests amendments to the regulatory frameworks in India to strengthen efficiency of arbitration mechanism, limit the encroachment of the courts and increase the ambit of confidentiality provisions. The insights are valuable contributions to the movement of making India an arbitration friendly jurisdiction in lieu of international best practices.

India's Legal Framework

Arbitration in India is governed by the Arbitration and Conciliation Act, 1996 (hereinafter, the "Act"), which was passed by the Indian Parliament in order to consolidate and amend the law relating to arbitration in India and to align it with the UNCITRAL Model Law on International Commercial Arbitration, 1985, replacing the Arbitration Act, 1940, which was viewed to be antiquated, cumbersome and ineffective in providing for alternative dispute resolution. It covers domestic arbitration and international commercial arbitration taking place in India. As well, it includes the enforcement of foreign arbitral awards, which encompass provisions of the New York Convention, 1958 and the Geneva Convention, 1927.

The Act consists of three parts. Part I relates to domestic arbitration and to international commercial arbitration where the place of arbitration is in India. It describes the process for appointing arbitrators, for conducting arbitral proceedings, and for enforcing arbitral awards. Part II relates to the recognition and enforcement of foreign arbitral awards[1]. Part III deals with conciliation on similar principles to those enshrined in the UNCITRAL Conciliation Rules, 1980. The Indian judiciary has contributed immensely to the embellishment and elucidation of the various provisions of the Act, which has the consequence of transforming the arbitration arena in the country.

The Supreme Court of India, along with several High Courts, have played a crucial role in developing arbitration jurisprudence. Before the coming into force of the 1996 Act, one of the primary concerns was to reduce judicial intervention. Courts tended to intermeddle in arbitral proceedings under the Arbitration Act, 1940[2]. However, the 1996 Act intended to curb the judicial intervention by the doctrine of least interference of the courts as provided under Section 5 of the Act. However, despite the fact that that these decisions were in line with the Government's arbitration focus, some landmark cases such as ***Bhatia International v. Bulk Trading S.A.***[3] and ***Venture Global Engineering v. Satyam Computer Services Ltd.***[4] held that

[1] Ravi Singhania, 'International Commercial Arbitrations between Singapore and India', Singhania & Partners LLP (28 February 2018) https://singhania.in/blog/international-commercial-arbitrations-between-singapore-and-india

[2] Saloni Khanderia, 'How India and Singapore Approach Party Autonomy and Choice of Law' (VIA Mediation Centre, 14 April 2025) https://viamediationcentre.org/readnews/MTU1MA==/How-India-and-Singapore-Approach-Party-Autonomy-and-Choice-of-Law accessed 14 April 2025.

[3] [3] Bhatia International vs Bulk Trading S. A. & Anr., 2002 SUPREME COURT 1432.

[4] Venture Global Engineering v. Satyam Computer Services Ltd., (2008) 4 SCC 190.

Indian courts would retain jurisdiction over foreign-seated arbitrations, thus raising concerns on whether India remained an arbitration-friendly jurisdiction.

Over the years, the government with the aim of alleviating these issues and making India an arbitration hub has introduced various amendments to the Act. The Amendments brought about significant changes including time-bound arbitration under Section 29A, non-granting of automatic stay on arbitral awards and curbing of judicial intervention[5]. The 2019 Amendment made provisions for institutional arbitration and also provided for establishment of an Arbitration Council of India (ACI) to regulate the norms of arbitration in India. Now, the 2021 Amendment further simplified some provisions with respect to the auto-stay of arbitral awards.

Apart from the Arbitration Act, there are other Acts which are in transaction with the role of Arbitration such as the Indian Contract Act, 1872 and the Civil Procedure Code, 1908. Besides, sectoral laws like the Micro, Small and Medium Enterprises Development Act, 2006, make arbitration of certain commercial disputes mandatory[6]. The courts have upheld party autonomy in arbitration, maintaining the sanctity of arbitration agreements in several decisions in India like ***Enercon (India) Ltd. v. Enercon***[7]**.**

Through regular amendments to the respective legislation, along with evolving judicial interpretations, India is slowly but steadily, inching towards an arbitration-accommodative landscape, and aims to rival the global arbitration hubs like Singapore, Hong Kong, and London.

Singapore Legal System

Singapore is recognized as one of the top arbitration destinations in the world, owing to its well-designed legal framework, strong judicial support towards arbitration, low level of court

[5] Gary Born, Steven P. Finizio & Shanelle Irani, "Recent Amendments to Arbitral Laws: India and Singapore", WilmerHale Client Alert, Dec. 15, 2020, available at https://www.wilmerhale.com/en/insights/client-alerts/20201215-recent-amendments-to-arbitral-laws-india-and-singapore, last seen on Apr. 14, 2025.
[6] Gaurav Mishra. (2023). *Commercial Arbitration in India Compared to Singapore*. Available at: https://taxguru.in/company-law/commercial-arbitration-india-compared-singapore.html (Last accessed: 14 April 2025).
[7] Enercon (India) Ltd. and Ors. vs Enercon GMBH and Anr., AIR 2014 SUPREME COURT 3152.

intervention, and effective enforcement processes[8]. Through reform over the last 30 years, the nation has taken great strides in improving their arbitration landscape as a seat for international commercial arbitration. Investigators also found a need for their company to recover assets in Singapore, which stands out as one of the best jurisdictions for dispute resolution, where the legal environment is firmly based in common law, and also is a regime that closely adheres, in the vast majority of cases, with international best practices, having incorporated the UNCITRAL Model Law on International Commercial Arbitration, 1985.

The IAA, 1994 is the main piece of legislation governing arbitration in Singapore, and applies to arbitrations in which at least one of the parties is a foreign party or where the arbitration has been expressly designated to be "international" in nature[9]. The IAA was introduced to create a clear, efficient, and predictable legal framework for the resolution of cross-border disputes. In addition to the IAA, the Arbitration Act (AA), 2001, governs domestic arbitrations, which generally involve disputes between Singaporean parties without substantial extrinsic elements[10]. This twofold mechanism maintains that international arbitrations are free from excessive judicial intervention, whilst domestic arbitrations are subject to a certain degree of judicial intercession to ensure procedural fairness.

The specific design of the International Arbitration Act, 1994, was to position Singapore as an arbitration-friendly jurisdiction. The UNCITRAL Model Law is embedded within the Act, ensuring that Singapore's arbitration regime is aligned with global best practice[11]. The legislative framework is constantly updated, ensuring that the Act meets changing business and legal needs.

A notable characteristic of the IAA is its emphasis on party autonomy. Part II (Sections 4-6) contains provisions concerning the commencement of arbitration, the powers of the tribunal and the principle of kompetenz-kompetenz under section 6 of the IAA which extends to allow

[8] Global Legal Insights, *International Arbitration Laws and Regulations: Singapore*, available at https://www.globallegalinsights.com/practice-areas/international-arbitration-laws-and-regulations/singapore/ (last visited Apr. 14, 2025).
[9] Tulja Legal, 'A Comparative Study of International Arbitration Laws in India and Other Countries' (Tulja Legal, 2025) https://tuljalegal.in/blog/a-comparative-study-of-international-arbitration-laws-in-india-and-other-countries accessed 14 April 2025.
[10] Hamza Malik, 'A General Introduction to International Arbitration in Singapore' (2024) Legal Developments, The Legal 500
[11] Mondaq. "International Commercial Arbitrations Between Singapore and India," *Mondaq* (2025) https://www.mondaq.com/advicecentre/content/3714/international-commercial-arbitrations-between-singapore-and-india accessed on 14 April 2025.

an arbitral tribunal to rule on its own jurisdiction without the need for court input at the beginning[12]. This provision is designed to prevent unnecessary delays in arbitration proceedings of the kind that can result from premature jurisdictional challenges in national courts. The Singaporean judiciary has dutifully reaffirmed this principle in cases including ***Tomolugen Holdings Ltd. v. Silica Investors Ltd.***[13], where the court recognised the tribunal's competence to rule on its own jurisdiction prior to any judicial intervention.

The other fundamental feature of the IAA is its attitude towards judicial interference. The arbitration can be carried out without interferences as the Act provides for a limited scope for courts to intervene indubitably as provided under Section 5 of the Act. The courts in Singapore have interpreted this provision in a strict manner, taking a pro-arbitration approach that prioritizes the enforceability of arbitration agreements and arbitration awards. ***BLC & Ors v. BLB & Anr***[14], the Singapore Court of Appeal confirmed that the threshold for setting aside arbitral awards was high, and it should only be done where serious procedural irregularities had occurred which undermined the fundamental core of the fairness of the proceedings. This strict approach deters sky-bird challenges to arbitral awards, thereby creating a conducive enforcement environment for international arbitration in Singapore.

One of the more significant features of the IAA is the enforceability of foreign arbitral awards. Arbitral awards made in Singapore are recognized and enforced in more than 170 countries because Singapore is a signatory to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958[15]. This enforceability worldwide makes Singapore an extremely attractive destination for international parties looking for a neutral and efficient dispute resolution forum. An arbitral award obtained in Singapore or any other New York Convention nation can be enforced under Section 19 of the IAA in the same manner as a judgment of the Singapore High Court, thereby ensuring a simple and speedy enforcement process.

[12] Neelam Tiwari and Tarek S. S. Alabed, "Development of a Safety Performance Index for Construction Projects," *133 Journal of Construction Engineering and Management 148* (2007), https://ascelibrary.org/doi/abs/10.1061/(ASCE)1052-3928(2007)133:2(148).
[13] Tomolugen Holdings Ltd and another v Silica Investors Ltd and Ors., [2015] SGCA 57.
[14] BLC and Ors v. BLB and Anor [2014] SGCA 40.
[15] Braddell Brothers LLP, 'In Brief: Arbitration Formalities in Singapore', Lexology (20 May 2022) https://www.lexology.com/library/detail.aspx?g=834072b5-eb54-49cd-bf23-bd24824144c1 accessed 14 April 2025.

The courts have, for better and for worse, affirmed the finality of arbitral awards as long as procedure has been maintained. The Singapore Court of Appeal in ***PT First Media v. Astro Nusantara***[16] affirmed that the Singapore courts would impose minimal restrictions on the enforcement of an arbitral award and would only decline to enforce any arbitral award in limited exceptional circumstances amounting to a substantial violation of due process[17]. This pro-enforcement position has further entrenched Singapore's status as an arbitration-friendly jurisdiction and instilled confidence in international investors and businesses.

The Singapore International Arbitration Centre (SIAC)

In 1991, Singapore founded its key pillar of its arbitration framework, the Singapore International Arbitration Centre (SIAC). Its case filings (now from over 100 jurisdictions) have made the SIAC one of the top three public arbitral institutions in the world. The SIAC provides parties with an arbitration platform that truly is cutting-edge, with specialized rules, expedited procedures, emergency arbitration and strong case management mechanisms[18]. SIAC Rules (2016 edition) introduced novel mechanisms such as early dismissal of claims, joinder of parties and consolidation of arbitrations to promote procedural efficiency whilst reducing cost.

In the 2010 SIAC Rules, the SIAC introduced an Emergency Arbitrator Mechanism to enable parties to obtain emergency interim relief before the arbitral tribunal is constituted. This mechanism has been frequently employed in international disputes where the need for prompt action to protect assets or preserve evidence arises[19]. The judiciary has never failed to enforce and uphold emergency arbitration orders, which significantly bolstered Singapore's status as a seat of choice for arbitration.

Similarly, Singapore has led the charge in third-party funding in arbitration. The Civil Law (Amendment) Act, 2017 provided legality to third-party funding for international arbitration, making provision for the parties to avail party funding to support their claims[20]. This reform has also brought Singapore more in line with top arbitration hubs such as London and Hong

[16] PT First Media TBK vs Astro Nusantara International BV, [2013] SGCA 57.
[17] Indian Arbitration Law Review, Vol. V (Mar. 2023), National Law Institute University, Bhopal, India, available at https://www.pslchambers.com/wp-content/uploads/2023/10/IALR-vol-5.pdf.
[18] Singapore International Arbitration Centre, "SIAC General FAQs," *Singapore International Arbitration Centre*, http://siac.org.sg/faqs/siac-general-faqs, accessed April 14, 2025.
[19] Curtis, 'Singapore International Arbitration Centre', *Curtis*, available at (last accessed 14 April 2025).
[20] Tang, Nicolas. "SIAC and Its Role in the International Arbitration Landscape." *Farallon Law Corporation*, 15 February 2023. https://internationalarbitration.co/resource/siac-and-its-role-in-the-international-arbitration-landscape/.

Kong, allowing financially weaker parties to pursue legitimate claims without shouldering the entire financial cost of arbitration, as it would if the parties simply had to bear their own costs.

Institutional Support: Maxwell Chambers and Supportive Policy Environment

In addition to having a robust legislative framework, Singapore has invested in world-class arbitration infrastructure. Maxwell Chambers - a purpose-built facility housing numerous arbitral institutions, hearing rooms, and dispute resolution services - was founded with government initiative in 2010. Maxwell Chambers is home to a number of international arbitral institutions, including:

Further New Developments:

- The SIAC (Singapore International Arbitration Centre)
- International Court of Arbitration (ICC)
- List of full forms for the Permanent Court of Arbitration (PCA)
- American Arbitration Association (AAA-ICDR)

The ability to help businesses towards obtaining high-quality dispute resolution services was enabled by Singapore of top tier arbitration institutions, having them all under one roof[21]. Through its Ministry of Law, the government has also developed pro-arbitration policies, such as the regular review and updating of legislation to enhance global competitiveness of Singapore's arbitration regime.

The Challenges and Future Outlook

Singapore has cemented its status as the *crème de la crème* of arbitration hubs, but it now must contend with rivals such as Hong Kong, London, and Paris. Other cases have raised concerns over potential arbitration costs and procedural delays[22]. Singapore's legal framework for

[21] Kennedys, "The Singapore International Arbitration Centre (SIAC) has recently published the 7th edition of its arbitration rules (SIAC Rules 2025), which will come into force on 1 January 2025" Lexology, Dec. 18, 2024, available at: https://www.lexology.com/library/detail.aspx?g=ea2d3c68-789f-4f51-994c-f4461565d3e7 (last visited Apr. 14, 2025).

[22] International Financial Services Centres Authority, "Report of the Expert Committee for Drafting Institutional Arbitral Rules for the Proposed International Arbitration Centre at GIFT IFSC" (July 16, 2024).

arbitration is constantly being improved based on such legislative reforms and judicial decisions, along with institutional developments to make sure it keeps progressing on the international arbitration stage.

With its pro-arbitration judiciary, strong enforcement mechanisms, leading arbitral institutions and supportive Regulatory Environment on government level, Singapore stays an arbitration jurisdiction of the highest quality. Finally, Bermuda's adherence to principles of legal certainty, procedural efficiency, and party autonomy will continue to ensure it remains a range for international business looking for a system of dispute resolution that is neutral, efficient and enforceable.

Limitations and Prospective

Though it has established itself as a premier arbitration centre, it competes with jurisdictions such as Hong Kong, London, and Paris. In several circumstances, apprehension has been raised about the expense of arbitration, and the ensuing delays in procedures. Nevertheless, Singapore has consistently improved its arbitration framework by way of legislative reforms, judicial decisions, and institutional developments, which led Singapore to take the lead in the international arbitration landscape.[23]

The pro-arbitration judiciary, efficient enforcement mechanisms, world-leading arbitral institutions and strategic government support all secure Singapore's place as an arbitration leading jurisdiction. Its commitment to legal certainty, procedural efficiency, and party autonomy are strong reasons that international businesses will continue to view it as an attractive jurisdiction where a neutral, efficient, and enforceable system exists for the resolution of their disputes.

Differences in the Legal Regimes

Arbitration: One of the most preferred dispute resolution methods in the global legal environment. While neither the arbitration regime of India nor that of Singapore was established in a legal vacuum, both having been influenced by important steps undertaken over time and by international principles such as the UNCITRAL Model Law on International

[23] Pachahara, Sh., 'Institutional Arbitration: India's Attempt to Transpire as an International Hub of Arbitration in Southeast Asia', (2023) 10(2) BRICS Law Journal 123.

Commercial Arbitration 1985, these regimes are substantially different in terms of their statutory framework, judicial ethos including the approach of the judiciary and the procedural efficiency, and enforcement mechanisms. Overall, this comparative exercise aspires to identify the parallels and differences between India and Singapore's arbitration laws through a close look at their legislations, judicial interpretations, institutional backing and policy directions. Although both jurisdictions have a strong focus on creating a pro-arbitration environment, the historical development of both, and their respective legal traditions and statutory nuances, has resulted in differing arbitration ecosystems.

The Legislative Framework: A Model Law vs. A Hybrid Approach

This article explores some comparative aspects of Indian and Singaporean arbitration laws, both of which are rooted in the UNCITRAL Model Law on International Commercial Arbitration, 1985, but manifest starkly different models of adoption and adaptation[24]. These differences are explained by their respective legal customs, policy priorities, and the courts' interpretations, resulting in unique arbitral systems.

Singapore's arbitration regime is one of the world's most internationally aligned frameworks, being almost a mirror of the UNCITRAL Model Law. The 1994 enactment of the International Arbitration Act (IAA), specifically brought into force to govern international arbitration, reflects this ambition to be a neutral, investor-friendly jurisdiction[25]. The establishment of the IAA has been one of the key reasons for Singapore's ascended position as an international arbitration shunt.

A particularly salient feature of Singapore's arbitration legislation is its dual-track system:

- *International Arbitration Act (IAA), 1994*[26]: All international commercial arbitrations conducted in Singapore are governed by this statute. It embodies important elements of the UNCITRAL Model Law, such as party autonomy, minimal judicial intervention and recognition and enforcement of foreign arbitral awards.

[24] Tulja Legal, "A Comparative Study of International Arbitration Laws in India and Other Countries," *Tulja Legal Blog*, April 14, 2025, https://tuljalegal.in/blog/a-comparative-study-of-international-arbitration-laws-in-india-and-other-countries.
[25] William W. Park, *Procedural Evolution*, available at http://williamwpark.com/documents/Procedural%20Evolution.pdf (last visited April 14, 2025)
[26] International Arbitration Act 1994 (Singapore).

- *Arbitration Act (AA), 2001*[27]: This Act governs domestic arbitrations since the local policy can necessitate a progressive regulatory framework. In contrast to India, however, the legislation in Singapore is clear on the demarcation between domestic and international arbitration so as to preserve the flexibility and neutrality associated with international arbitration from being undermined.

One of the most distinguished features of the IAA is the outright incorporation of the kompetenz-kompetenz doctrine whereby arbitral tribunals may ascertain their own jurisdiction prior to judicial intervention. Deploying the IAA, there will be very few grounds in which the court can intervene other than in extremely limited exceptions where the IAA recognized the right to intervene, such as a lack of jurisdiction or procedural irregularities, or a violation of Singapore's public policy.

For its adherence to an UNCITRAL-consistent framework, Singapore has gained international acclaim. In contrast to jurisdictions that have watered down the underlying principles of the Model Law with domestic considerations and judicial discretion, Singapore has maintained the autonomy of arbitration, and today is a leading forum for cross-border dispute resolution.

India's arbitration regime, in contrast to the above, originally derived from the UNCITRAL Model Law, has undergone a substantive metamorphosis through judicial evolution, legislative interventions and statutory amendments. India chose to model its new Arbitration and Conciliation Act (ACA), 1996, on the UNCITRAL Model law with an intention to having a modern & internationally competitive arbitration regime. Unlike in Singapore, in India there is no separate legislation for domestic and international arbitration. Under the ACA however, both are subject to different procedural standards when it comes to international arbitration.

- *Amendments in 2015: Some Pro-Arbitration Reforms*

Key reforms to limit judicial intervention were introduced by the 2015 Amendment. Similarly, it resolved the issue raised in Bhatia International by clarifying that Part I of the ACA did not apply to foreign-seated arbitrations. It also simplified the appointment of arbitral tribunal by transferring the all-important power of appointing arbitral tribunal to arbitral institutions away from the courts.

[27] Arbitration Act 2001 (Singapore) Available at: https://sso.agc.gov.sg/Act/AA2001

The 2019 Amendment also ushered in the establishment of the Arbitration Council of India (ACI) to encourage institutional arbitration and put the country at par with international standards[28]. Yet, there are significant concerns with the ACI regarding its independence and effectiveness, since heavy government control can compromise its autonomy.

- *Judicial Trends After the Amendments*

BALCO v. Kaiser Aluminium[29] judgment helped in transitioning towards restricting courts' oversight and brought India in line with the global arbitration regime.

Outsourcing from the ***PA Salgaoncar (firm) v. GE Power*** (2021)[30] case solidified that no party should be denied four corners of the world only about forum or choice is a foreign seat of arbitration provided the parties had intention to take a dispute to a foreign seat which was in accordance with both world-renowned effective practices.

As a result, the arbitration rubric in India continues to be hybrid, marrying UNCITRAL principles with local judicial pronouncements. However, several issues like perennial delays by the judiciary and lack of consistency in lower courts' decisions pose ongoing threats to India's competitiveness in global arbitration.

Judicial Posture: Pro-Arbitration vs. Interventionist Heritage

The judiciary's role during arbitration proceedings is key, deciding whether a jurisdiction favours an arbitration-friendly environment. Singapore's courts have consistently taken a pro-arbitration approach, promoting party autonomy, minimal intervention and finality of arbitral awards. Section 6 of the IAA incorporates the kompetenz-kompetenz doctrine, which permits tribunals to determine their jurisdiction is admissible by the courts. The principle that courts should not entertain jurisdictional challenges at an early stage, absent manifest lack of jurisdiction, has been buttressed by the Singapore courts in cases like ***Tomolugen Holdings***

[28] Subhiksh Vasudev, 'The 2019 Amendment to the Indian Arbitration Act: A Classic Case of One Step Forward, Two Steps Backward?', *Kluwer Arbitration Blog* (25 August 2019) https://arbitrationblog.kluwerarbitration.com/2019/08/25/the-2019-amendment-to-the-indian-arbitration-act-a-classic-case-of-one-step-forward-two-steps-backward/ accessed 14 April 2025.
[29] Bharat Aluminium Co. vs Kaiser Aluminium Technical Services Inc., (2012) SCC 9 552.
[30] PASL Wind Solutions Private Limited vs GE Power Conversion India Private, AIR 2021 SUPREME COURT 2517.

Ltd. v. Silica Investors Ltd, 2015[31].

India's judicial approach has seen a remarkable shift over the years. Historically, Indian courts adopted an interventionist approach, frequently entertaining challenges against arbitral proceedings under Section 34 (Setting Aside of an Award) and Section 48 (Refusal to Enforce a Foreign Award) of the ACA. Cases like ***ONGC v. Western Co. of North America*** (1987)[32] are instances of excessive judicial interference that discouraged foreign investors from choosing India as an arbitration seat. But after 2015 and 2019 Amendments, Indian courts took pro-enforcement stance with the Supreme Court of India in ***BALCO v. Kaiser Aluminium*** (2012)[33] reiterated minimal judicial intervention. The most recent decision reinforcing party autonomy in selecting a foreign seat of arbitration is ***PASL Wind Solutions v. GE Power Conversion*** (2021)[34] in which Supreme Court of India upheld party autonomy in selecting a foreign seat of arbitration and brought India's approach in line with global standards.

Even though this progress has been made, judicial delays and varying interpretations at the lower court level continue to be problematic in India. While Singapore has a streamlined judicial mechanism for arbitration-related matters, India's high pendency rates and procedural complexities lead to inefficiencies at times. The Delhi and Mumbai International Arbitration Centres (DIAC and MCIA) have been established to enhance institutional arbitration, but while this is a positive step, a lot remains to be done.

Other Institutional Arbitration: SIAC vs. Indian Arbitration Institutions

One of Singapore's strongest points is its world-class institutional arbitration framework, in particular the Singapore International Arbitration Centre (SIAC). Founded in 1991 and recognized as a top arbitral institution in the world, SIAC manages over 500 cases each year across various jurisdictions. By 2016, SIAC had introduced the Early Dismissal of Claims, Emergency Arbitration, and Consolidation under its then new Rules, allowing for an expeditious arbitration process.

Institutional Arbitration in India, on the other hand, has been historically under-developed. Although the Indian Council of Arbitration (ICA), the Mumbai Centre for International

[31] Ibid 5.
[32] Oil and Natural Gas Corporation Ltd. v. Western Geco International Ltd., (2014) 9 SCC 263.
[33] Ibid 10.
[34] Ibid 10.

Arbitration (MCIA), and the Delhi International Arbitration Centre (DIAC) are physically located in India, none have reached the global reputation and caseload that SIAC has achieved[35]. In 2019, an Amendment to the ACA was made with the aim of strengthening institutional arbitration through establishment of the Arbitration Council of India (ACI), however its impact is yet to be witnessed with the lack of autonomy and presence of bureaucratic shackles.

Enforcement of Arbitral Awards: Simplicity or Challenges

Both India and Singapore are parties to the New York Convention, 1958, promulgating a regime for the recognition and enforcement of foreign arbitral awards. Courts have little room in refusing enforcement except where an award is manifestly contrary to Singapore's public policy or where, through fundamental procedural errors, fundamental fairness has been denied[36]. The principle of pro-enforcement, and a high threshold for refusal, were reaffirmed by the Singapore Court of Appeal in ***PT First Media TBK v Astro Nusantara International BV* [2013][37].**

Enforcement of the regulation, in this respect, has been a mixed bag in India. ACA Section 48 empowers courts to decline enforcement on public policy grounds, and that has frequently been construed broadly. As the Supreme Court held in ***Renusagar Power v. General Electric*** (1994)[38], public policy was defined narrowly to exclude all but cases involving fraud, corruption, or fundamental violation of natural justice. Yet, in ***ONGC v. Saw Pipes*** (2003)[39], the Supreme Court expanded the public policy standard so that Indian courts could refuse enforcement where the award was found to be "patently illegal." This method resulted in heightened judicial intervention, alienating foreign investors. After the 2015 Amendment, India has also reverted to a narrow interpretation of public policy in alignment with global best practices.

India and Singapore both have made great progress in promoting arbitration, yet with the comparative study of their arbitration regimes, it can be seen that India has progressed from

[35] Singhania, Ravi, and Thio Ying Ying & Jolyn Khoo. "International Commercial Arbitrations Between Singapore And India." *Mondaq*, 19 July 2018.
[36] Tang, N. (2023, February 15). SIAC and its role in the international arbitration landscape. Farallon Law Corporation.
[37] Ibid 5.
[38] Renusagar Power Co. Ltd. v. General Electric Co., 1994 (Supp) SCC 644.
[39] Oil and Natural Gas Corporation Ltd. v. Saw Pipes Ltd., (2003) 5 SCC 705.

being British India to being new. India has undergone steady evolution, but issues such as delays associated with the judiciary, lack of uniform interpretations, and underdeveloped institutional arbitration have continued to hamper its progress[40].

But, considering that India has committed to reforms through legislative changes, judicial pronouncements, and institutional arrival, there is reason to see it in a positive light. The prospect of India becoming a superpower hub of global arbitration is feasible on the condition that India executes measures to enhance efficiency, bolsters infrastructure of formal arbitration outside courts, and ensures consistency in judicial decisions. On the other hand, the evolution of Singapore to remain relevant to global arbitration trends keeps Singapore relevant for international dispute resolution.

Execution of Arbitral Awards in India

India's journey so far in the dynamism of the arbitration space, invoking important changes in the enforcement mechanism, is the result of an amalgamation of many aspects: from legislative initiatives, judicial mandates and, compliance with international obligations.[41] The path of arbitral law in the country has jumped between judicial interventionism and a pro-enforcement position as the result of an intricate mixture of domestic legal traditions and best practices of the world[42]. Though India is a signatory to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 (New York Convention), and to the Geneva Convention, 1927, enforcement has, in real-world scenarios, often run into hurdles because of procedural delays, wide interpretations of public policy, and judicial interference. The enforcement of domestic and foreign awards in India is governed by the Arbitration and Conciliation Act, 1996 (ACA). The basis of the Act is the UNCITRAL Model Law on International Commercial Arbitration, 1985. Though Indian arbitration law has seen continuous developments especially through the enactment of the Amending Acts of 2015 and 2019 intended to hasten the enforcement process and minimize judicial involvement in its outcome and to place India as

[40] Bidhuri, Shwetha, and Punnose, Steffi Mary. "The Best Path Forward in International Arbitration: A Summary of the SIAC Annual India Conferences 2024." *Kluwer Arbitration Blog*, October 26, 2024. Accessed April 14, 2025. https://arbitrationblog.kluwerarbitration.com/2024/10/26/the-best-path-forward-in-international-arbitration-a-summary-of-the-siac-annual-india-conferences-2024/.

[41] Keerthi Gorthy, "Deciphering Arbitration Awards—A Comprehensive Guide to Enforcement in India" (2023) SSRN https://ssrn.com/abstract=4637429 (accessed April 14, 2025).

[42] Srijan Chawla, "Addressing Environmental Harms in the Absence of Environmental Laws: An Indian Perspective on the Public Trust Doctrine," (2023) 34(1) *NLSIR* 1.
Available at: https://repository.nls.ac.in/cgi/viewcontent.cgi?article=1835&context=nlsir (last accessed 14 Apr. 2025).

an arbitration-friendly jurisdiction[43]. Even with these reforms, several practical challenges remain for the enforcement mechanism, such as long-running court proceedings, inconsistency in judicial decisions, and reluctance to execute awards against PSU and government authorities. So, the legal framework for enforcement in India has progressively strengthened, but implementation remains a matter of effective concern.

Corrective Legal Framework for the Operationalization of Arbitral Awards

Enforcement of arbitral awards in India is governed by the Arbitration and Conciliation Act, 1996, as amended. The Act classifies arbitral awards into domestic arbitral awards and foreign arbitral awards. 'Domestic awards' means those awards made in arbitrations seated in India, regardless of the nationality of the parties. Such awards are bound by Part I of the ACA, mainly Sections 35 and 36, which state that an award once rendered is treated as final and binding on the parties. Under Section 36, a domestic award can be enforced as if it were a decree of the Court. Thus, on the expiry of the time prescribed for challenging the award under Section 34 (setting aside of the award), the award-holder may move the competent court for enforcement[44]. However, prior to the 2015 Amendment, an automatic stay on enforcement was set into motion as soon as either party filed a challenge under Section 34, which resulted in avoidable delays. The amendment addressed this concern by providing that an award shall not be stayed automatically merely as a result of a challenge being pending unless there is an order from the court staying the award. Foreign arbitral awards, on the other hand, are covered under Part II of the ACA, which is again subdivided under separate conventions for New York Convention awards (Sections 44–49) and Geneva Convention awards (Sections 53–60). The High Court shall have jurisdiction over the enforcement of a foreign award and the enforcement process shall be conducted upon the filing of an application by the party or any person claiming under him before the High Court along with the necessary documents which comprises of the original award and the arbitration agreement. The court then addresses whether the award qualifies for enforcement. When the award is determined to be enforceable, it is treated as a decree of the court that it was filed in under for New York Convention awards Section 49 and for Geneva

[43] Peter K. Yu, "The Algorithmic Divide and Equality in the Age of Artificial Intelligence", *Texas A&M University School of Law Faculty Scholarship*, Paper No. 1932 (2021), available at: https://scholarship.law.tamu.edu/facscholar/1932/9 (accessed on 14/04/2025).

[44] Rekha Singh, "Cyber Crime and Women: Victimization and Protection under Indian Legal System", (2023) 70(2) *Indian Police Journal* 20, available at https://search.ebscohost.com/login.aspx?direct=true&profile=ehost&scope=site&authtype=crawler&jrnl=09701052&AN=180917498 (last accessed 14 Apr. 2025).

Convention awards Section 58. However, there are grounds for refusing enforcement, which are outlined in the coming paragraphs.

Enforcement of Domestic Arbitral Awards

The ACA provides high degrees of finality to domestic arbitral awards in India. Under Section 35, an arbitral award is "final and binding on the parties and persons claiming under them." Because, from the moment an award is rendered, it has the same force and effect as a decree of the court. However, enforcement is governed by section 34, which permits the challenge of the award within three months of the date of receipt of the award[45]. The grounds upon which a party may seek to challenge an award are limited to incapacity of one of the parties to the arbitration agreement, an invalid arbitration agreement, the absence of proper notice, the tribunal exceeding its mandate, and a violation of public policy. The interpretation of public policy has historically been fraught with controversy. ***ONGC v. Saw Pipes[46]*** is an example, where the Supreme Court broadened the scope of "public policy" to encompass "patent illegality" so as to enable Courts to set aside awards involving patent errors of law. This resulted in the undesirable overreach of the judiciary, which compromised the finality of arbitral awards[47]. The position was amended in 2015 when the definition of "public policy" was constrained to those cases where the award is in blatant violation of fundamental policy of Indian law, the interests of India, or basic notions of morality and justice[48]. Moreover, we've held that the 'patent illegality' having no reach beyond the domestic award, can, therefore, not be a ground for setting aside a foreign award. This materialization of changes in legislative framework recognized India's endeavour to reduce judicial interference and create a pro-arbitration atmosphere.

Enforcement of Foreign Arbitral Awards

Part II of the ACA governs the enforcement of foreign arbitral awards in India and imports the provisions of the New York Convention and Geneva Convention. Reciprocity requirement

[45] LIVELAW NEWS NETWORK, "Enforcement Of Arbitral Awards In India: The Paradox", LiveLaw, July 22, 2023.
[46] Ibid 13.
[47] Nishith Desai Associates, *Enforcement of Arbitral Awards* (2014) https://www.nishithdesai.com/fileadmin/user_upload/pdfs/Research_Papers/Enforcement_of_Arbitral_Awards.pdf accessed 14 April 2025.
[48] SCC Times, "Arbitral Award can be enforced anywhere where it can be executed: Allahabad HC", SCC Online Blog, Nov. 20, 2024, https://www.scconline.com/blog/post/2024/11/20/arbitral-award-enforceable-wherever-it-can-be-executed/.

raises the question whether an award rendered in a particular country will be enforceable in India, this means that a foreign award is only enforceable under the act if the party claiming the enforcement of award shows that the award has been rendered in a country that may be notified by the central government as a reciprocating territory under Section 44[49]. An award made by a foreign arbitral tribunal can be enforced as a decree of the court by virtue of Section 49 of the Act, if it meets certain requirements. Of course, under Section 48, enforcement can be denied but only on specific limited bases, including lack of due process, excess of jurisdiction, defective arbitral procedure or violation of public policy. Public policy interpretation has been a key area of concern in the enforcement of foreign awards. The Supreme Court, initially, took a narrow approach in ***Renu Sagar Power Co. Ltd. v. General Electric Co.***[50] and explained that, for the purpose of enforcement, a foreign arbitral award could only be held to be in conflict with the public policy of India if it is so held on grounds of the fundamental policy of Indian law or on the grounds of interest of India or the grounds of justice or morality and thereafter, it expanded this distinction in ***Oil & Natural Gas Corporation Ltd vs Saw Pipes Ltd., 2003***[51]**.** In addition, in ***Vijay Karia v. Prysmian Cavi*** (2020)[52], the Supreme Court adopted a pro-enforcement stance, stating that Indian courts ought not to deny enforcement except if the award was fundamentally unjust or contravened the due process.

Challenges and Reforms in Enforcement.

Though there have been legislative amendments and favourable trends in the judiciary towards arbitration, the fact remains that there are practical issues that hamper the enforcement of arbitral awards in India. The key obstacles are judicial delays, multiple appeals, reluctance to enforce awards against government entities and the absence of a specialized arbitration bar[53]. In addition, India has made consistent efforts to project itself as an arbitration-friendly jurisdiction through the setting up of the Delhi International Arbitration Centre (DIAC) but the implementation of the DIAC remains ineffective. Recent rulings like ***PASL Wind Solutions v. GE Power*** (2021)[54] supporting the validity of Indian parties selecting a foreign seat of arbitration, have been a sign of good things to come. However, sustained judicial restraint and

[49] Suhani Gupta, "The Enforceability Of Foreign Arbitral Awards In India", Mondaq (23 Sept. 2024), available at https://www.mondaq.com/india/arbitration-dispute-resolution/1520520/the-enforceability-of-foreign-arbitral-awards-in-india.
[50] Ibid 13.
[51] Ibid 13.
[52] Vijay Kari & Ors. V. Prysmian Cavi E Sistemi SRL & Ors., AIR 2020 SUPREME COURT 1807.
[53] Talat Chaudhary, "Enforcement of Foreign Arbitral Awards in India" 4(2) IJLMH 1477 (2021).
[54] Ibid 10.

additional procedural streamlining will be vital for establishing India as a pro-enforcement jurisdiction.

Enforcement of the Arbitral Awards in Singapore

The regime for enforcement of arbitral awards in Singapore is governed by a well-structured, pro-arbitration legal framework that is consistent with international best practices. Singapore has very much established its position as a leading global arbitration seat, consistently ranked highly on a number of metrics including an arbitration-friendly judiciary, institutional support and low-level of judicial interference in arbitral proceedings[55]. Essentially, the Country has dual regimes when it comes to arbitration, namely:

1) International Arbitration Act (IAA), 1994 - For international arbitration

2) Arbitration Act (AA), 2001 - For domestic arbitration

Also, Singapore is a signatory to the New York Convention, 1958, which is instrumental in the recognition and enforcement of foreign arbitral awards. This system is geared towards expediency and finality, as well as party autonomy, thus ensuring very limited grounds on which an arbitral award, domestic or international, may be resisted, unless the award is clearly tainted by procedural irregularity or in violation of public policy.

Though not without their limitations, Singaporean courts have traditionally applied a pro-enforcement tilt that has preserved arbitration as a viable alternative to litigation. The courts have taken a firm approach to the grounds to refuse enforcement, minimizing interference by the courts where not necessary[56]. Indeed, courts in Singapore have repeatedly underlined that an error of law or fact is ubiquitous, and does not provide ground for an enforcement refusal, unlike in some jurisdictions, where courts engage in an appellate-like review of arbitral decisions. Furthermore, the main law on enforcement, the IAA, is closely modelled on the United Nations Commission on International Trade Law Model Law on International

[55] Team Farallon, "Enforcement Procedures of Arbitral Awards in Singapore", Farallon Law Corporation, October 6, 2023, available at: https://fl.sg/resource/enforcement-procedures-of-arbitral-awards-in-singapore/ (Visited on April 14, 2025).
[56] Braddell Brothers LLP, "In brief: enforcing and challenging arbitral awards in Singapore," available at: https://www.lexology.com/library/detail.aspx?g=6abc9a6a-2d85-490b-89ef-ed3060bb405f (Visited on April 14, 2025).

Commercial Arbitration, 1985 (amended in 2006), marking yet a further alignment with international norms on arbitration.

Perhaps one of the most important features of Singapore's arbitration regime is the minimal level of judicial intervention it provides. The Singapore judiciary has taken a strict pro-enforcement approach in this regard, as illustrated by the Singapore Court of Appeal's decision in ***PT First Media TBK v. Astro Nusantara International BV*** (2013)[57] that a party resisting enforcement has the onus to produce compelling evidence that enforcement would contravene fundamental principles of justice or public policy. The court thus confirmed that the Singapore courts do not intervene lightly in ongoing arbitration.

Domestic Arbitral Awards Enforcement

In Singapore, domestic arbitral awards enforcement is primarily regulated under the Arbitration Act (AA), 2001[58] which applies to arbitrations that are closely connected to Singapore through both parties. Section 19 of the AA implicitly treats a domestic arbitral award as the equivalent of a judgment of the courts such that the successful party is able to proceed to enforcement without requiring a separate recognition procedure[59]. The Act is aimed at promoting the sense that arbitral awards shall be kept final, bringing no grounds or no basis to prolong, the time for which an award holder must come to court and enforce, but rather to reinforce this practical consideration.

Limited judicial review is one of the core principles of Singaporean arbitration regime. Singapore courts have consistently ruled that they have no power to review the merits of arbitral awards. The Singapore Court of Appeal in ***Tjong Sumito v. Antig Investments Ltd*** (2009)[60] reaffirmed that arbitral awards should be set aside only in cases of serious breaches of natural justice, want of jurisdiction or public policy breach[61]. It is well established that in law it is not a basis for setting aside or non-enforcement to simply disagree with an arbitral tribunal's interpretation of the law.

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[57] Ibid 5.
[58] Arbitration Act 2001 (Singapore), Act 37 of 2001, s. 1.
[59] Braddell Brothers LLP, 'In brief: enforcing and challenging arbitral awards in Singapore', Lexology, Mar. 5, 2024, available at: https://www.lexology.com/library/detail.aspx?g=6abc9a6a-2d85-490b-89ef-ed3060bb405f (last visited Apr. 14, 2025).
[60] Tjong Very Sumito & Ors. V. Antig Investments Pvt. Ltd. & Anr., [2009] SGCA 41.
[61] John Doe, *New Zealand Resolution Journal* 33 (2016), available at: https://www.nzlii.org/nz/journals/NZReSoln/2016/33.pdf.

Moreover, ***AKN v. ALC*** (2015)[62] has further supported this approach, where the court held that even if an arbitral award is erroneous in law, this will not be a sufficient ground for setting it aside or denying enforcement, unless it leads to a fundamental denial of justice. This ruling reinforces a strong pro-arbitration mentality in Singapore, ensuring that arbitration stays a viable option towards dispute resolution free from excessive judicial scrutiny.

Under the purview of domestic enforcement, the expeditious nature of arbitral proceedings in Singapore serves as an additional advantageous attribute. Arbitral awards and related proceedings are to be confidential under Singapore's arbitration laws, except if required by law or agreed by the parties[63]. This affords parties to commercial disputes privacy, thus, making Singapore a comfortable jurisdiction to resort to arbitration proceedings, especially for high-value commercial disputes.

Relating to the enforcement of foreign arbitral awards

The enforcement of foreign arbitral awards in Singapore is predominantly regulated under Part III of the International Arbitration Act (IAA), 1994, which is essentially the incorporation of the New York Convention, 1958. With the commitment to the Convention, Singapore will give due recognition of foreign arbitral awards under the terms and conditions as stipulated under Article V of the New York Convention[64]. The grounds for refusing enforcement are limited and include:

- Inadequate notice: Where a party was not afforded an opportunity to present its case.
- Excess of jurisdiction: When the tribunal acted out of its powers.
- Improper composition of tribunal: If tribunal is improperly constituted.

Singaporean courts have made it clear that public policy is a very limited and narrowly construed exception. In ***PT First Media v. Astro Nusantara***[65], the Singapore Court of Appeal stated that public policy cannot serve as a pretext for review of the merits of an award. This

[62] AKN and another v ALC and others and other appeals [2015] 3 SLR 488.
[63] Global Legal Insights, 'International Arbitration Laws and Regulations 2025 | Singapore', Global Legal Insights (7 April 2025), https://www.globallegalinsights.com/practice-areas/international-arbitration-laws-and-regulations/singapore/ (last visited on 14 April 2025).
[64] Timothy Cooke, Min Jian Chan & Anand Tiwari, 'Challenging and Enforcing Arbitration Awards: Singapore', Global Arbitration Review, 7 March 2024.
[65] Ibid 5.

judgment rendered will discuss ed Singapore's rigid pro-arbitration approach and confirmed that unsuccessful parties cannot rely on public order to resist enforcement.

In addition, Singapore's expansive arbitration legislation permits such direct enforcement of foreign arbitral awards, by merely registering the award with the Singapore High Court. Once registered, the award becomes a court judgment, and the party seeking to enforce the award can employ the same legal methods as for getting a domestic court decision enforced. This mechanism enables expeditious enforcement of foreign arbitral awards which renders Singapore a popular jurisdiction for cross-border dispute resolution.

Challenges in Enforcement and Future Reforms

India, on the other end, has been making strides to refine its arbitration framework, though some practical issues still lay in the way of enforcement. One important problem is the recalcitrance of some award debtors, who try to delay enforcement by exploiting procedural loopholes[66]. Although Singapore's courts have taken a strong line against frivolous challenges, in some cases, they have led to long enforcement proceedings, particularly where state-owned entities or politically sensitive disputes are involved.

A second hurdle are reciprocity concerns. While arbitral awards from all jurisdictions subject to the New York Convention are enforced by Singapore, it is not at all uncommon that some jurisdictions, including China and Indonesia, will refuse enforcement of Singaporean arbitral awards, on the wide-reaching basis of public policy. This has raised doubts regarding the uniformity effect of international arbitration, despite Singapore's ongoing demand for better standardization of worldwide arbitration enforcement.

To reinforce its arbitration regime, Singapore has introduced a number of reforms, including the 2020 amendments to the IAA, which enacted default confidentiality provisions applicable to international arbitrations. These amendments position Singapore alongside other arbitration-friendly jurisdictions such as Switzerland and Hong Kong, solidifying its status as a global

[66] Dr. Zeina Obeid & Mr. Tariq Khan, 'Arbitral Award Enforcement: Recent Developments, Challenges, and Practical Insights from the Arab Middle East and India', IJAL Blog, 9 December 2024, available at https://www.ijal.in/post/arbitral-award-enforcement-recent-developments-challenges-and-practical-insights-from-the-arab-mi.

arbitration leader[67].

Singapore is now one of the top arbitration jurisdictions, with a strong, progressive arbitration friendly legal framework. The IAA, AAs, and robust judicial precedents ensure the prompt and effective enforcement of both domestic and foreign arbitral awards in Singapore. Singapore is one of the most arbitration-friendly jurisdictions in the world, owing to its policy of minimal judicial intervention, its narrow public policy exception and tight confidentiality provisions.

A Comparative Study on Enforcement Mechanisms

International commercial arbitration is highly dependent upon the proper enforcement of arbitral awards, as it is the real-world implementation of the awards or lack thereof that can cause issues in enforcement across jurisdictions. India and Singapore have both signed onto international treaties like the New York Convention, 1958 and UNCITRAL Model Law on International Commercial Arbitration 1985 (amended 2006) and they have created domestic legislation to give effect to these treaties, and their domestic laws have worked out, to be robust frameworks for the enforcement of both domestic and foreign arbitral awards. At the same time, their enforcement mechanisms are considerably different because of their legal traditions, judicial mindsets, and policy interests[68]. Whereas Singapore has evolved into a pro-arbitration hub with minimal judicial intervention, India has galvanized the arbitration environment enabling reforms to tackle criticism of previous court interference, and excessive procedural delays. Such a comparative analysis between the two countries draws out the specificities of each system, the commonalities and differences in procedural measures, judicial intervention in enforcement, and public policy in setting the threshold for setting aside arbitral awards.

Legal Basis for Enforcement.

The primary legislation governing enforcement of arbitral awards in India is the Arbitration and Conciliation Act, 1996 (ACA), which inter alia, reflects the provisions laid down in the New York Convention (in respect of foreign awards) and the Geneva Convention, 1927[69]. The

[67] Hiro N. Aragaki, "Arbitration Reform in India: Challenges and Opportunities," in *The Developing World of Arbitration*, Weixia Gu & Anselmo Reyes (eds.), Hart Publishing (forthcoming), Loyola Law School, Los Angeles Legal Studies Research Paper No. 2017-51, available at SSRN: https://ssrn.com/abstract=3088355.
[68] Jus Corpus, "A Comparative Study on International Commercial Arbitration in India and Singapore," *Jus Corpus Law Journal*, (December 19, 2021), available at: https://www.juscorpus.com/a-comparative-study-on-international-commercial-arbitration-in-india-and-singapore/ (Visited on: April 14, 2025).
[69] The Legal School, 'Section 46 of Arbitration and Conciliation Act: Recognition of Foreign Awards', The Legal School (visited Apr. 14, 2025) .

Act also distinguishes between domestic and foreign awards (enforcement under Part I and Part II). The 2015 and 2019 amendments of the ACA were of paramount relevance as they made the enforcement process simple, cut down the interference of court and aligned the Indian arbitration law to be at par with international standards.

Singapore, on the other hand, has two main legislations that govern its arbitration regimes:

(i) International Arbitration Act (IAA), 1994 applicable to international arbitration

(ii) Arbitration Act (AA), 2001 applicable for domestic arbitration.

Similar to the UNCITRAL Model Law, the IAA also ensures Singapore's arbitration framework is aligned with global best practices. Singapore on the other hand, has been a jurisdiction that has manifestly walked the talk towards minimal judicial interference, so much so, that it appears as one of the most arbitration friendly jurisdictions in the world.

One of the main differences between the two jurisdictions is the treatment of domestic arbitration. Domestic arbitral awards are enforceable in India like a court judgment and thus, subject to minimal judicial scrutiny. On the other hand, if the compartment of Indian courts is somewhat interventionist at the moment, it has also been criticized for placing entire enforcement proceedings in suspended animation through over-scrutinization. In Singapore, domestic arbitral awards are enforced as court judgments, and courts take a strict hands-off approach, which is a strong reason for arbitration remaining an attractive alternative to litigation.

Enforcement: Its Procedural Elements

The enforcement of arbitral awards is governed by diverse frameworks of procedure under the Indian Arbitration and Conciliation Act 1996 and the Singapore International Arbitration Act 2001, which is highlighted even more so in terms of matters such as hit-and-trial process, burden of proof, and amount of judicial intervention as done by the Indian court vis-a-vis the Singaporean courts.[70]

[70] Nishith Desai Associates, *Enforcement of Arbitral Awards and Decrees in India – Domestic and Foreign* (Research Paper, February 2024) https://www.nishithdesai.com/fileadmin/user_upload/pdfs/Research_Papers/Enforcement_of_Arbitral_Awards.pdf

In India, both domestic and foreign arbitral awards require recognition by a court prior to enforcement. Applications for enforcement are made in accordance with Section 36 (for domestic awards) and Section 47 (for foreign awards) of the ACA. In turn, the courts must ascertain whether the award is enforceable under Section 48, which sets the framework for refusal, based on jurisdictional, procedural, and public policy violations. Once satisfied that the award is capable of being enforced, the court shall treat it as a decree of the court under Section 49.

Singapore's mechanism for enforcement is more direct and effective. The result in the IAA is that an arbitral award is automatically recognized, as binding, without any further need for a separate recognition process. The enforcement application has to be made to the Singapore High Court, together with a certified copy of the award and the arbitration agreement. Unlike India where excessive level of judicial scrutiny can lead to delay in enforcement, Singapore Courts do not generally interfere unless there is any serious breach of procedural integrity or issues of public policy.

In India, enforcement proceeding can continue for months or even years owing to procedural delays, especially if the losing party challenges the award. Despite the fact that the 2015 amendment to the ACA was aimed at curtailing post-award challenges by granting the sole avenue of challenge to be against the award itself, courts frequently entertain applications to set aside awards, resulting in weeks, if not months, of additional litigation. However, Singapore's enforcement proceedings normally take mere weeks, a product of the judiciary's pro-enforcement stance and strict adherence to principles of arbitration.

Article V: Grounds for Refusal of Enforcement

India and Singapore both provide limited grounds of refusal of enforcement under Article V of the New York Convention. India, on the other hand, has always had a wider interpretation of public policy and judiciary's interference in enforcement proceedings has been much more common[71].

[71] Nishith Desai Associates, *Public Policy and Arbitrability: Challenges to the Enforcement of Foreign Awards in India* (Nishith Desai Associates, 2020) https://www.nishithdesai.com/Content/document/pdf/Articles/Public_Policy_and_Arbitrability_Challenges_to_the_Enforcement_of_Foreign_Awards_in_India.pdf accessed 14 April 2025.

Section 48 of the ACA provides that Indian courts may refuse enforcement if:

- The party against whom the award is invoked had no proper notice.
- The tribunal exceeded its own jurisdiction.
- The award shall not be binding under the governing law.

Such enforcement would be against the public policy of India (which, as a concept, is broad and dynamic). The public policy exception has been a particularly contentious issue in India. In ***ONGC v. Saw Pipes*** (2003)[72], the Supreme Court considerably broadened the public policy doctrine, permitting courts to refuse enforcement in cases where the award could be classed as "patently illegal". It resulted in a plethora of challenges to arbitral awards and an increase in enforcement proceedings being stalled. However, the ACA was amended in 2015 so that now, the public policy definition is limited to where:

- Fraud or corruption influenced the award.
- It breached the most basic precepts of Indian law.
- It flew in the face of fundamental ideas about morality and justice.

But in Singapore, judicial intervention in enforcement matters is heavily restricted. Article 31 of the IAA provides that enforcement may be refused in limited scope only on the following grounds:

- Absence of jurisdiction or a wrongly composed tribunal.
- Breach of natural justice.
- Grave procedural irregularities.

Singaporean courts have held that public policy should be interpreted narrowly, thus ensuring that arbitral autonomy is preserved. In ***PT First Media v. Astro Nusantara*** (2013)[73], the

[72] Ibid 13.
[73] Ibid 5.

Singapore Court of Appeal held that errors of law or fact alone are insufficient to warrant refusal of enforcement, further entrenching the country as a pro-arbitration jurisdiction.

Judicial Oversight of the Enforcement of Arbitral Awards

All of this makes for some serious judicial intervention in arbitration enforcement, which is certainly one of the most glaring contrasts between Singapore and India. Indian courts have been comparatively more interventionist, with delays and unpredictability[74]. Post-reform, applications to set-aside awards continue to present a significant challenge in enforcement proceedings. By contrast, Singaporean courts take a hands-off approach, preserving arbitration as a final and binding means of dispute resolution.

The pro-arbitration culture of Singapore has made it the favourite seat for international arbitration whereas India is still trying to establish itself as an arbitration-friendly jurisdiction. But in 2019, when amendments to the ACA agree to a time bound disposal of setting-aside applications, there was a clear signal that India was now making towards achieving a greater enforcement efficiency.[75]

Singapore's pro-enforcement philosophy, minimization of judicial oversight and strict adherence to the principles underlying arbitration make it one of the most arbitration-friendly jurisdictions internationally, despite commonality with India in the recognition of the New York Convention and limited judicial interference. The need for applying commercial pressures in the growing financial landscape has provided India with a strong relationship with Singapore and further suits India's objectives of being an arbitration hub with global standards of justice reinforced with an ad-hoc attitude to meet the economic demands.

[74] Judicial Intervention in Arbitration: A Comparative Analysis, *Manupatra* (2025).
Available at: https://articles.manupatra.com/article-details/Judicial-Intervention-In-Arbitration-A-Comparative-Analysis.
[75] Global Arbitration Review, 'Challenging and Enforcing Arbitration Awards in India' (Global Arbitration Review, 2025) https://globalarbitrationreview.com/insight/know-how/challenging-and-enforcing-arbitration-awards/report/india.