
ARTIFICIAL INTELLIGENCE AND ITS IMPACT ON ARBITRATION IN INDIA

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ABSTRACT

Artificial intelligence is no longer a peripheral curiosity in Indian arbitration; it is becoming part of the procedural furniture. This article examines how AI-driven tools like predictive analytics, natural language processing, e-discovery platforms, and machine-translation engines are reshaping the conduct of arbitral proceedings in India, and tests that transformation against the statutory architecture of the Arbitration and Conciliation Act, 1996 (for brevity “ACA”). It situates Indian developments within a comparative frame, weighing the soft-law instruments that now govern AI use at the Singapore International Arbitration Centre, the Chartered Institute of Arbitrators in the United Kingdom, and the International Chamber of Commerce, against India’s comparatively thin regulatory response. The argument advanced is that efficiency gains from AI are real but bounded: predictive tools founder on the confidentiality of Indian arbitral awards, translation and transcription tools genuinely widen access to justice, and the proposition that an algorithm could discharge the adjudicative mandate of an arbitrator remains, on the current text of the ACA and the weight of comparative authority, untenable. The article closes by arguing that India’s wisest course is not to legislate prematurely but to develop institutional soft law of the kind The Singapore International Arbitration Centre (for brevity “SIAC”), Chartered Institute of Arbitrators (for brevity “CIArb”), and the International Chamber of Commerce (for brevity “ICC”) have already produced and calibrated to the data-protection obligations now arriving under the Digital Personal Data Protection Act, 2023.

The analysis proceeds in six parts. Part 1 contains Introduction. Part 2 traces how Indian courts and institutions arrived at today’s technology-enabled arbitration, reading the relevant Supreme Court authority for what it actually decided rather than what commentary has since claimed for it. Part 3 catalogues the specific AI applications now in use, predictive analytics, online dispute resolution, natural language processing and tests each against the structural constraint of confidentiality that recurs throughout Indian arbitral practice. Part 4 deals with critical fault lines, data protection, black

box problem and the digital divide. Part 5 turns to the harder doctrinal question of whether an AI system could ever occupy the office of arbitrator under the ACA, and why the answer is, for now, no. Part 6 places India beside Singapore, the United Kingdom, and the ICC, asking what those jurisdictions have done that India has not. The conclusion argues for a specific, modest, and achievable reform agenda.

Introduction

Arbitration earned its place in commercial life by promising what courts often could not: speed, confidentiality, and a tribunal chosen for its expertise rather than its docket number. That promise has always rested on a quiet assumption that the process, however informal, remains a human one. A dispute is told to people who listen, weigh, and decide. Artificial intelligence disturbs that assumption without yet displacing it, and the disturbance is now visible across the lifecycle of an Indian arbitration: in the software that reviews a million pages of disclosure before a single hearing is fixed, in the predictive models that tell a general counsel what a claim is statistically worth, in the transcription engines that turn a day of oral evidence into a searchable record within the hour.

India did not choose this moment; the COVID-19 pandemic chose it. The Arbitration and Conciliation Act, 1996, modeled on the UNCITRAL Model Law, said nothing about video links or e-filing because Parliament in 1996 had no reason to anticipate them. Yet the statute's silence proved to be a virtue rather than a defect. Because the Act regulates procedure at a level of generality, leaving the tribunal free, under Section 19, to conduct proceedings in the manner it considers appropriate, it absorbed the shock of enforced digitization with little friction. What it has not yet been asked to absorb is a tribunal's substantive reliance on an algorithm, or a party's use of generative AI to draft pleadings, or a claim that an award itself was authored by software. Those questions are coming, and this article asks how the existing law would meet them, and what India might still do to prepare.

The Statutory and Institutional Foundations of Technology-Enabled Arbitration in India

A Technology-Neutral Statute

The ACA does not mention electronic communication as such, but it does not need to. Section 19(1) frees an arbitral tribunal from the Code of Civil Procedure, 1908 and the Indian Evidence Act, 1872, and Section 19(2) lets the parties agree on procedure or, failing agreement, lets the

tribunal conduct proceedings “*in the manner it considers appropriate.*” That latitude has done more to accommodate technology than any deliberate legislative intervention. Sections that were drafted with paper in mind have proved capacious enough to admit screens.

The judiciary supplied the connective tissue. In **State of Maharashtra v. Praful B. Desai**¹, the Supreme Court held that a witness could give evidence by videoconferencing in a criminal trial, reasoning that the Evidence Act's requirement of evidence being given “in the presence” of the court was satisfied so long as the parties could see, hear, and put questions to the witness contemporaneously. The case did not concern arbitration at all, but its reasoning travelled easily into arbitral practice once institutions needed authority for remote hearings during the pandemic, and is now routinely cited for that proposition. The opinion is doing more analogical work than its drafters intended, which is itself a sign of how thin India's bespoke technology jurisprudence in arbitration remains.

Electronic contract formation received more direct attention. In **Trimex International FZE Ltd. v. Vedanta Aluminium Ltd.**², the Supreme Court held that a binding contract, and with it a valid arbitration agreement, could be concluded through an exchange of emails even before a formal contract document was signed, so long as the parties' conduct showed a concluded consensus on essential terms. **Shakti Bhog Foods Ltd. v. Kola Shipping Ltd.**³ is frequently cited alongside it for the same proposition that an arbitration agreement need not be a single signed instrument and may be pieced together from correspondence though the two decisions address overlapping rather than identical facts and should not be treated as interchangeable authority. Parliament eventually caught up with this line of reasoning: the 2015 amendment to Section 7(4)(b) of the ACA added “communication through electronic means” to the list of documents capable of constituting an arbitration agreement, converting judicial accommodation into statutory text.

A third strand concerns the constitution of the tribunal itself. In **Grid Corporation of Orissa Ltd. v. AES Corporation**⁴, the Orissa High Court held that the notice nominating a third arbitrator could validly be communicated by email rather than by physical delivery. The decision is a High Court ruling, not a Supreme Court one, and its precedential reach is

¹ (2003) 4 SCC 601.

² (2010) 3 SCC 1.

³ (2009) 2 SCC 134.

⁴ SCC OnLine Ori 78. The decision is of the Orissa High Court, not the Supreme Court of India; it is frequently — and incorrectly — cited as a Supreme Court ruling in secondary literature, an error this article corrects.

correspondingly narrower than is sometimes suggested, but it nonetheless contributed to the gradual judicial comfort with electronic communication in the constitution of tribunals.

The Pandemic as Catalyst, Not Cause

Before March 2020, technology in Indian arbitration was an option exercised at the margins. Bundles were converted to PDF for convenience and then printed again for the hearing room; e-discovery tools appeared in the largest matters but were the exception. The lockdown removed the option of falling back on physical hearings, and Indian institutions adapted with the same speed seen in London and Singapore. The Mumbai Centre for International Arbitration and the Delhi International Arbitration Centre, the latter operating under the aegis of the Delhi High Court, issued virtual-hearing protocols covering platform choice, security, and the exchange of electronic bundles. The Supreme Court's own e-Committee accelerated the e-Courts project and the introduction of e-filing, and the Court's Vidhik Anuvaad Software ("SUVAS"), an AI-assisted translation tool, was deployed to render judgments and orders into regional languages from English, easing one of the most persistent frictions in a multilingual jurisdiction.

It would be a mistake to credit the pandemic with inventing this trajectory. It accelerated an adoption curve that was already rising, much as it did in court systems worldwide, and the durability of the change is now evident in the fact that institutions have not reverted to default in-person hearings even where travel restrictions have long since lifted.

Institutional Leadership: DIAC, MCIA, and the IIAC

Indian institutional arbitration is younger and thinner than its Singaporean or London counterparts, but the institutions that exist have moved quickly on the technology question. The Delhi International Arbitration Centre (for brevity DIAC), India's first High Court-annexed arbitral institution, operates an e-filing platform and has built its Delhi Arbitration Weekend conference series into a genuine venue for technology-policy debate within the Indian bar. The Mumbai Centre for International Arbitration's (for brevity MCIA) rules, most recently revised with effect from May 2025, give the tribunal express authority over the technological conduct of proceedings and, notably, now require disclosure of third-party funding arrangements is itself a transparency obligation of the kind that AI-disclosure debates elsewhere are beginning to mirror.

The India International Arbitration Centre (for brevity IIAC), established by statute as the successor to the erstwhile International Centre for Alternative Dispute Resolution, occupies a different register: a statutorily backed body intended to give India an institution capable of competing internationally. Its 2024 memorandum of understanding with Bhashini, the government's AI-driven language-interface mission, to provide translation and linguistic support during arbitral proceedings is one of the few instances of an Indian arbitral institution formally contracting for an AI capability rather than merely tolerating informal use of one by parties. It deserves to be read as a template, not an outlier.

Mapping the Applications: Where AI Actually Operates in Indian Arbitration

Predictive Analytics and the Confidentiality Ceiling

The most discussed application of AI in arbitration is also the one whose Indian prospects are most constrained. Predictive-analytics tools, trained on historical case data, promise to tell a party how a tribunal of a given composition has tended to decide disputes of a given type is useful for costing litigation risk, for settlement strategy, and for arbitrator selection. The methodological proof of concept is not in doubt: researchers at University College London, the University of Pennsylvania, and the University of Sheffield demonstrated that natural-languageprocessing models could predict the outcome of cases under Articles 3, 6, and 8 of the European Convention on Human Rights with roughly 79 per cent accuracy⁵, and commercial platforms such as Ravel Law have built products on the same premise by mining the work product of hundreds of law firms⁶.

None of this transfers cleanly to Indian institutional arbitration, for a structural reason rather than a technical one: there is very little to train the model on. Awards rendered under the rules of the International Chamber of Commerce or the Hong Kong International Arbitration Centre are, as a matter of institutional policy, not published in full, and the same discretion is the norm among Indian institutions. Section 42A of the ACA, inserted by the 2019 amendment, imposes a duty of confidentiality on the arbitrator, the institution, and the parties in respect of “all arbitral proceedings,” subject only to disclosure necessary for implementation or enforcement

⁵ Nikolaos Aletras, Dimitrios Tsarapatsanis, Daniel Preotjiuc-Pietro & Vasileios Lamos, Predicting Judicial Decisions of the European Court of Human Rights: A Natural Language Processing Perspective, 2 PeerJ Computer Science e93 (2016).

⁶ Said Gulyamov & Mokhinur Bakhramova, Digitalisation of International Arbitration and Dispute Resolution by Artificial Intelligence, 9 World Bulletin of Mgmt. & L. 79, 81–82 (2022).

of the award. The provision was drafted to protect commercial parties, and it does so effectively, but its side effect is to starve any Indian-specific predictive tool of the very dataset it would need.

The English case **Pyrrho Investments Ltd. v. MWB Property Ltd.**⁷ is instructive on the limits of the analogy frequently drawn from it. The Chancery Division there approved the use of predictive coding to manage disclosure of more than three million documents, a genuine landmark for technology-assisted review in civil litigation. The decision says nothing about predicting the outcome of a dispute on the merits; it concerns the much narrower, and much less contentious, question of efficiently sorting disclosable documents from irrelevant ones. Citing *Pyrrho* in support of outcome-prediction software, as some commentary does, conflates two different technologies and overstates the judicial sanction either has received. What *Pyrrho* does support, soundly, is the much more modest proposition that AI-assisted document review is an accepted feature of complex disclosure, in arbitration as in litigation.

One partial workaround exists. The Global Arbitration Review (for brevity GAR) Arbitrator Research Tool aggregates anonymised data on arbitrator appointments and case outcomes across more than 185 jurisdictions, preserving confidentiality at the level of the individual award while still generating comparative metrics on, for instance, an arbitrator's track record on jurisdictional challenges. Tools of this kind can usefully inform arbitrator selection without requiring access to the substantive content of any single award, and Indian parties retained in international matters already draw on them. They are not, however, a substitute for a India-specific outcomeprediction capability, which the confidentiality architecture of Section 42A makes structurally difficult to build.

Online Dispute Resolution: Genuine Promise, Uneven Delivery

Online dispute resolution (for brevity “ODR”) stands on firmer ground than predictive analytics because it does not depend on a large historical dataset; it depends only on connectivity and institutional will. NITI Aayog's 2021 report, *The ODR Policy Plan for India*, framed ODR's contribution in three registers, dispute containment, dispute avoidance, and dispute resolution. It recommended that the ACA itself be amended to give ODR a clearer statutory foothold. That recommendation has not yet been taken up, but the practice has advanced regardless. India's

⁷ [2016] EWHC 256 (Ch).

largest B2B platform, Udaan, used an ODR mechanism to resolve some 1,800 disputes in a single month during the pandemic, a volume no conventional arbitral process could have absorbed in the same period, and the Government's Vivad se Vishwas scheme applied a comparable logic to tax disputes.

The structural obstacle is not technological but procedural, and it shows up at exactly the point where the old paper-based regime meets the new. In **Garware Wall Ropes Ltd. v. Coastal Marine Constructions & Engineering Ltd.**⁸, the Supreme Court held that an arbitration clause in an unstamped or insufficiently stamped agreement is not enforceable until the deficiency in stamp duty is cured, even though the issue was later substantially recalibrated by the Constitution Bench in **N.N. Global Mercantile Pvt. Ltd. v. Indo Unique Flame Ltd.**⁹. The lingering procedural requirement in several States that a physical or e-stamp certificate be affixed to the agreement before it can found a reference to arbitration means that an end-to-end online disputeresolution pipeline still has a paper-shaped bottleneck near its entry point. Until State stamp regimes are harmonised with the logic of electronic execution, ODR in India will remain a process that begins online and is then briefly interrupted by an offline formality before it can proceed.

ASEAN's Committee on Consumer Protection has meanwhile published guidelines on ODR that have already produced national systems in Indonesia and Thailand, giving India regional company in this space, and the UNCITRAL Secretariat's technical notes on ODR remain the most authoritative soft-law reference point internationally. India's institutional response so far is the SAMADHAAN portal aimed at delayed payments to micro, small, and medium enterprises, a sectoral application rather than a general one, but a sound proof of concept for what a broader rollout might look like.

Natural Language Processing, Translation, and Transcription

If predictive analytics is the most discussed application and ODR the most structurally promising, Natural Language Processing (for brevity “NLP”) driven translation and transcription is the application already delivering measurable benefit with the least controversy

⁸ (2019) 9 SCC 209. The case is commonly, though slightly imprecisely, cited as Coastal Marine Constructions & Engg. Ltd. v. Garware Wall Ropes Ltd.; the official reporter style names Garware as the appellant.

⁹ (2023) 7 SCC 1. A five-judge Constitution Bench held, reversing the earlier three-judge position, that an unstamped instrument containing an arbitration clause is not rendered void or unenforceable for that reason alone, though the stamp-duty question remains independently relevant to the underlying contract.

attached to it. In India's multilingual reality an arbitration agreement that may be drafted in one language, evidence led in several others, and an award destined for enforcement in a jurisdiction that uses none of them makes translation a genuine bottleneck rather than a convenience. SUVAS, the Supreme Court's AI-driven translation engine, already renders judicial output from English into nine vernacular scripts, and the India International Arbitration Centre's collaboration with Bhashini extends the same logic to arbitral documents and live linguistic support during hearings.

Transcription has produced the most concrete, auditable efficiency gain reported in the Indian literature: AI-assisted transcription is reported to have cut the time budgeted for a hearing before a Supreme Court Constitutional Bench from ten days to three¹⁰, a reduction attributable not to any change in the volume of argument but to the elimination of the lag between oral submission and a usable written record. The same technology now produces real-time transcripts in commercial arbitration hearings at a fraction of the cost of stenographic transcription, a gain Singaporean and English commentators report independently in their own jurisdictions, suggesting the benefit is technology-driven rather than jurisdiction-specific.

These tools share a feature that distinguishes them from predictive analytics: they do not require access to a large corpus of confidential prior awards. A translation engine needs only the document in front of it; a transcription engine needs only the hearing in progress. That is precisely why NLP applications have advanced further and faster in Indian arbitration than outcome-prediction tools have, and why they are likely to remain the area of fastest growth assuming, as the next section examines, that the data-protection obligations now arriving under the Digital Personal Data Protection Act (for brevity “DPDP” Act) do not impose new friction of their own.

Critical Fault Lines: Data Protection, the Black Box, and the Limits of Delegation

The Digital Personal Data Protection Act, 2023 and Arbitral Confidentiality

The DPDP Act, 2023 became operationally significant only recently. The Government notified the Digital Personal Data Protection Rules, 2025 on 13 November 2025, together with the establishment of the Data Protection Board of India, and structured the Act's substantive

¹⁰ Anirudh Das, Interview with Vikas Mahendra, Partner, Keystone Partners & Co-Founder, CORD and TERES (2024).

obligations into three phases, with the core compliance duties. These three phases are notice requirements, security safeguards, breach notification, and the obligations of Significant Data Fiduciaries taking effect only from 13 May 2027¹¹. Arbitral institutions and tribunals therefore have a defined runway, not an indefinite one, before the full weight of the regime applies to them.

Whether an arbitral tribunal or institution is itself a “Data Fiduciary” within the meaning of Section 2(i) of the DPDP Act remains formally untested, but the functional analysis points toward an affirmative answer for institutions: a body such as the Mumbai Centre for International Arbitration or the Delhi International Arbitration Centre determines the purpose and means of processing the personal data submitted in pleadings, witness statements, and exhibits, which is precisely the statutory test. Section 17(1)(b) of the Act exempts processing by courts and tribunals exercising judicial or quasi-judicial functions from several of the Act's notice and consent obligations, and arbitral tribunals have at least a colourable claim to that exemption given their quasi-judicial character recognised elsewhere in Indian law. But the exemption, even if it applies, does not touch Section 8(5)'s freestanding obligation to maintain reasonable security safeguards, which would bind an institution regardless of whether the narrower consent provisions apply to it.

The practical consequence for AI tools is sharper than the doctrinal question makes it sound. Any AI-assisted document-review or translation platform that ingests pleadings or witness statements is processing personal data, frequently including sensitive financial and commercial information bound up with named individuals. An institution or tribunal that adopts such a tool without first confirming where the data is hosted, whether it is used to train the vendor's models, and how a breach would be notified, is taking on a compliance exposure that did not exist when the same review was performed by a junior associate at a desk. The breach-notification obligation under the Rules carries no minimum-harm threshold on a strict reading, any personal data breach must be notified and penalties can run as high as ₹250 crore in the most severe cases. Section 42A confidentiality and DPDP data-fiduciary obligations are, in other words, no longer separate conversations; an Indian institution adopting an AI tool in 2026 is making a decision that touches both at once.

¹¹ Ministry of Electronics and Information Technology, Notification, Digital Personal Data Protection Rules, 2025 (Nov. 13, 2025).

The Black Box Problem and the Limits of Explicability

Even where a confidentiality-compatible dataset exists, a second and more conceptual problem awaits: the opacity of the model itself. The Chartered Institute of Arbitrators' Guideline on the Use of AI in Arbitration (2025) describes this candidly as the “black box” quality of advanced AI tools, the difficulty of fully grasping how an algorithm's intricate internal evolution produced a particular output, even where its training data and broad design are known¹². The same Guideline observes that this opacity can frustrate the obligation to give a transparent and reasoned justification for a decision, and warns separately about hallucination, the tendency of generative models to invent citations, statutes, or precedents that do not exist.

For an Indian arbitrator, the consequence is not abstract. Section 31(3) of the ACA requires an award to state the reasons on which it is based, unless the parties have agreed otherwise or the award is on agreed terms. An award that silently incorporated an AI-generated legal proposition the arbitrator could not independently verify or explain would not satisfy that requirement merely because the proposition happened to be correct; the reasoning, not just the outcome, must be the arbitrator's own. This is precisely the concern Thomas Grant identifies in his commentary on the CI Arb Guideline when he insists that arbitrators must resist the temptation to equate a machine's statistical pattern-matching with human deliberation¹³: “machines don't decide cases; human beings do.”

Algorithmic Bias and the Question of Representative Data

A predictive or research tool is only as balanced as the data it was trained on. If the corpus underlying a legal-research or arbitrator-profiling tool is drawn disproportionately from a particular jurisdiction, industry, or set of institutions, its outputs will silently reproduce that skew when applied to an Indian dispute with different commercial or socio-legal characteristics. This is not a hypothetical risk confined to academic literature; it is the same risk regulators have flagged in adjacent domains, and the Venice Commission's Rule of Law Checklist, in its recently expanded treatment of AI within judicial systems, identifies exactly this danger that AI tools can enhance access to justice while simultaneously entrenching

¹² Chartered Institute of Arbitrators, Guideline on the Use of AI in Arbitration § 2.7 (Mar. 2025, updated Sept. 2025).

¹³ Thomas D. Grant, A Commentary on the CI Arb AI Guideline (Apr. 7, 2025) (SSRN Working Paper No. 5208159).

technological inequality and historical bias if deployed without scrutiny¹⁴. For India, where commercial arbitration spans construction, infrastructure, and energy disputes with fact patterns that differ markedly from the English-language, common-law-heavy datasets most legal-AI products are trained on, the risk of a quietly imported bias deserves more institutional attention than it has yet received.

The Digital Divide

Technology that widens access to justice for some can simultaneously narrow it for others, and India's geography makes that tension unusually acute. A virtual hearing assumes a stable, highbandwidth connection; a party or counsel in a smaller town without one is not merely inconvenienced but potentially disadvantaged in a manner that touches the equality of arms the ACA's due-process provisions are designed to protect. The risk is not speculative: it is the predictable consequence of layering a connectivity-dependent procedure onto a country where internet infrastructure remains uneven. Institutional rules that simply permit virtual hearings, without also providing a fallback, a physical hearing centre, assisted-technology access, or a hybrid format risk converting a procedural convenience for the well-resourced into a procedural burden for everyone else.

Can an Algorithm Sit as Arbitrator? The Indian Position Tested Against Comparative Law

The Case for AI Adjudication, Stated Fairly

The argument for an AI arbitrator is not frivolous, and it deserves to be stated before it is rejected. Human decision-makers are demonstrably capable of bias along lines that have nothing to do with the merits of a dispute, anchoring effects, cultural priors, even simple fatigue late in a long hearing day and a substantial empirical literature on cognitive and behavioural influence in adjudication exists to document the point. An AI system, the argument runs, has no nationality, no cultural priors, and no incentive to favour repeat-appointing institutions, and could in principle be configured to weight precisely the factors the parties agree are relevant to their dispute, with consistency across cases that no human panel could match. The American Arbitration Association's International Centre for Dispute Resolution has gone further than

¹⁴ European Commission for Democracy through Law (Venice Commission), Rule of Law Checklist ¶ 125 (rev. ed.).

rhetoric on this point: in September 2025, it disclosed the deployment of an AI Arbitrator to determine documents-only construction disputes, describing the step as significant even while building human validation into the process as a core safeguard¹⁵. It is the first concrete institutional experiment of its kind, and it matters precisely because it stops short of full autonomy: even its proponents built a human backstop into the design.

The Statutory Obstacle in India

Whatever the merits of that argument in principle, the ACA as drafted does not accommodate a non-human arbitrator, and the obstacle is structural rather than merely interpretive. Section 11 of the Act, governing the appointment of arbitrators, and Section 12, governing disclosure of circumstances likely to give rise to justifiable doubts about independence or impartiality, are written throughout in terms like “person,” “he,” “his”, that presuppose a natural person capable of disclosing, of having relationships, and of being challenged for bias arising from those relationships. The UNCITRAL Model Law, on which the ACA is based, uses identical language in its own Article 12(1), which requires that “a person who is approached in connection with his possible appointment as an arbitrator shall disclose any circumstances likely to give rise to justifiable doubts.” An algorithm cannot “disclose” anything in the sense the provision contemplates; it has no personal relationships to declare and no conflict of interest in the form the statute is built to detect, which means the entire disclosure architecture that protects party confidence in the tribunal's impartiality simply does not engage with a non-human decisionmaker.

Comparative law confirms that this is not an idiosyncratically Indian reading. Article 1450 of the French Code of Civil Procedure provides expressly that “only a natural person having full capacity to exercise his or her rights may act as an arbitrator,” foreclosing the question by direct statutory text. Scotland reaches the same destination by a different route: Schedule 1, Part 1, Rule 3 of the Arbitration (Scotland) Act 2010 confines the office of arbitrator to an individual.

England and Wales have no equivalent express bar and the Arbitration Act 1996, as amended by the Arbitration Act 2025, is, as commentators have repeatedly noted, simply silent on AI¹⁶ but silence is not permission, and English practitioners writing on the 2025 Act have flagged

¹⁵ Am. Arb. Ass'n-Int'l Ctr. for Dispute Resolution, Press Release (Sept. 2025), discussed in AI in Arbitration: Institutional Guidance and Emerging Developments, Lewis Silkin LLP (Apr. 22, 2026).

¹⁶ Clyde & Co LLP, AI and Arbitration: An Update on the Position in England & Wales (Aug. 8, 2025).

the absence of any provision addressing AI as a missed opportunity rather than a deliberate accommodation¹⁷. Ben Giaretta, writing for the Law Society on the 2025 Act, makes the point most directly: commercial ventures already market “AI arbitrators,” and “one can debate whether such technology is as good as the human version,” he writes, “I do not think it is but it is already here and it poses new challenges for the Act.”¹⁸

The Soft-Law Consensus: Non-Delegation

Every major soft-law instrument issued on this question in the last three years converges on a single non-derogable principle: an arbitrator may use AI to assist analysis, but may never delegate the analysis itself. The Silicon Valley Arbitration & Mediation Center's Guidelines on the Use of Artificial Intelligence in Arbitration (2024) state the rule in terms that other institutions have since echoed almost verbatim, that an arbitrator “shall not delegate any part of their personal mandate to any AI tool,” a principle that “shall particularly apply to the arbitrator's decision-making process,” such that the use of AI tools “shall not replace their independent analysis of the facts, the law, and the evidence.”¹⁹ The Vienna International Arbitral Centre's 2025 Note on AI restates the identical position for arbitrators seated under its rules, and the CIArb Guideline frames the entire architecture of Part IV around the same non-negotiable: AI tools may inform an arbitrator's reasoning, but the reasoning, the weighing of evidence, and the final determination remain irreducibly the arbitrator's own act.

Read together with the statutory bar in jurisdictions that have one, and the absence of any statutory provision to the contrary in jurisdictions that lack one, this soft-law consensus closes off the prospect of a fully autonomous AI arbitrator for the foreseeable future in India as much as in France, Scotland, or Singapore. What remains open, and contested, is the much narrower question of how much analytical assistance a human arbitrator may accept from an AI tool before that assistance shades into delegation. The AAA-ICDR's September 2025 documents-only construction product tests precisely that boundary, and it is telling that even there, human validation was retained rather than dispensed with.

¹⁷ Arbitration Act 2025: Welcome Progress or Missed Opportunity?, Lexology (Nov. 13, 2025).

¹⁸ Ben Giaretta, Changes to Arbitration Law in England and Wales – Arbitration Act 2025 Explained, Law Soc'y (2025).

¹⁹ Silicon Valley Arbitration & Mediation Center, Guidelines on the Use of Artificial Intelligence in Arbitration, Guideline 5 (1st ed., Apr. 30, 2024).

India in Comparative Perspective: Singapore, the United Kingdom, and the ICC

Singapore: Institutional Infrastructure Ahead of Formal Rules

Singapore's approach has been to build infrastructure first and let formal AI-specific rules follow, if they come at all. The Singapore International Arbitration Centre's seventh edition of its Arbitration Rules, in force from 1 January 2025, contains no AI-specific provision, but Rule 61 obliges parties and tribunals to discuss and agree on information-security protocols including cyber security and cyber resilience at the case-management-conference stage or whenever else appropriate, which functions as a serviceable proxy for AI governance even without naming AI directly²⁰. The Centre's own cloud-based case-management platform, SIAC Gateway, has already been used to administer document review at a scale that would be unthinkable manually: in one SIAC-administered matter, an AI tool reviewed more than 750,000 documents in four weeks by clustering similar terms and clauses, a task that practitioners estimate would otherwise have taken months²¹.

The substantive guidance on AI use comes not from SIAC's own rules but from the Chartered Institute of Arbitrators, a London-based instrument with global reach, whose 2025 Guideline is treated as persuasive across Singapore-seated arbitrations as much as anywhere else, and from Singapore's Personal Data Protection Act, which the Clyde & Co commentary identifies as doing real regulatory work wherever an AI system processes the confidential and commercially sensitive information that arbitration generates. Singapore's courts have separately issued their own Guide on the use of generative AI tools by court users, in October 2024, giving the jurisdiction a more developed judicial AI-governance literature than India currently possesses, even though that guide does not bind arbitral tribunals directly.

The United Kingdom: Soft Law Filling a Statutory Vacuum

England and Wales present the clearest illustration of deliberate statutory restraint. The Arbitration Act 2025, which entered into force on 1 August 2025 following Royal Assent in February of that year, was the product of years of Law Commission consultation and amends the Arbitration Act 1996 on matters ranging from the governing law of the arbitration agreement to arbitrator immunity and the codification of a summary-disposal power under the

²⁰ SIAC Arbitration Rules, r. 61 (7th ed. 2025).

²¹ Clyde & Co LLP, AI in Arbitration – A Perspective from Singapore (Sept. 5, 2025).

new Section 39A. On AI, however, the 2025 Act is, in the words of one widely cited commentary, simply silent²², and the silence has drawn criticism from within the profession itself for leaving open precisely the questions about disclosure of AI use, the integrity of AI-influenced awards that practitioners regard as pressing rather than theoretical.

Into that vacuum has stepped the Chartered Institute of Arbitrators, whose Guideline on the Use of AI in Arbitration, launched on 19 March 2025 and updated that September, is now the most comprehensive soft-law instrument on the subject anywhere in the world. Structured across four substantive parts which are benefits and risks, general recommendations, arbitrators' powers to give directions on parties' use of AI, and arbitrators' own use of AI with template agreements and procedural orders annexed, the Guideline does not purport to bind anyone; it offers itself for incorporation by party agreement or tribunal direction. Its central architecture rests on four general rules: participants must make reasonable enquiries to understand a proposed AI tool, weigh its risks against its benefits, consider the applicable law governing its use, and critically accept that using AI does not reduce a participant's accountability for the product of that use²³. The London Court of International Arbitration's own 2020 Rules supply a textual hook for tribunal authority over AI use even without naming it: Article 14.6(iii) empowers a tribunal to give any procedural order "as to the use of technology," a provision drafted years before generative AI existed but broad enough to absorb it.

The ICC and the Wider Institutional Field

The International Chamber of Commerce has moved more deliberately than CIArb or SIAC, and its current position should not be overstated. The ICC's 2021 report, *Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings*, addressed machine-learningdriven predictive coding for document review and flagged, even then, the need to disclose predictive-coding parameters to opposing parties and the tribunal, alongside caution about the accuracy and confidentiality risks of AI-generated translation²⁴. The ICC Commission on Arbitration and ADR convened a dedicated Task Force on Artificial Intelligence in International Dispute Resolution in April, with a further announcement of its

²² Clyde & Co LLP, AI and Arbitration: An Update on the Position in England & Wales (Aug. 8, 2025).

²³ Setting Standards: The CIArb Guideline on AI Use in Arbitration, Lexology (Apr. 17, 2025).

²⁴ Int'l Chamber of Commerce, *Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings* ¶ 5.2 (2021), discussed in *Artificial Intelligence in International Arbitration: A Rule of Law Perspective*, Am. Rev. Int'l Arb. (Columbia Arbitration Day).

work at the Commission's September 2024 Mexico meeting, but as of the time of writing the Task Force has not yet published binding rules or a finalised guideline of its own. The ICC's posture is therefore best described as active deliberation rather than settled policy, a position it currently shares with the

LCIA and HKIAC, both of which are reported to be “rightly taking their time to assess the situation” rather than rushing to publish²⁵.

Other institutions have filled the gap the ICC has so far left open. The American Arbitration Association's International Centre for Dispute Resolution published the first dedicated soft-law instrument in this space as early as November 2023; the Stockholm Chamber of Commerce followed in October 2024 with a short guide built around four principles, these are confidentiality, tool quality and human oversight, integrity of the arbitration, and non-delegation of the tribunal's mandate; and the Vienna International Arbitral Centre issued its own Note in April 2025. The cumulative effect, as a recent cross-institutional survey observes, is a rapidly converging five-point consensus across these otherwise independent instruments: responsible use, human oversight, data protection, transparency, and fairness in data-driven systems²⁶. India has not yet contributed an instrument of its own to that consensus, though nothing in the ACA prevents an Indian institution from doing so.

A Comparative Snapshot

Jurisdiction / Body	Binding Statute on AI?	Primary Governing Instrument	Stance on AI Arbitrators
India	No , ACA, 1996 is silent	None; reliance on Section 19 procedural latitude	Not contemplated; Ss. 11 & 12 presuppose a natural person
Singapore (SIAC)	No	SIAC Rules 2025, r. 61 (data security); CIArb Guideline persuasive	Not addressed; non-delegation assumed
United Kingdom	No , Arbitration Act 2025 silent	CIArb Guideline on the Use of AI in Arbitration (2025)	Expressly rejected by commentary; no statutory bar, but

²⁵ AI in Arbitration: Institutional Guidance and Emerging Developments, Lewis Silkin LLP (Apr. 22, 2026).

²⁶ Freshfields LLP, Principles Guiding the Use of AI in Arbitral Proceedings (Part I) (Mar. 10, 2026).

			none either proposed
ICC	No	2021 Technology Report; AI Task Force (deliberating)	No final guideline yet issued
France	Yes , Art. 1450, Code of Civil Procedure	Civil Procedure Code	Expressly barred, “natural person” required
Scotland	Yes, Schedule 1, Arbitration (Scotland) Act 2010	Arbitration (Scotland) Act 2010	Expressly barred, “individual” required

Table 1: Comparative regulatory posture on AI in arbitration, as of June 2026.

What the table makes visible is that India's position is not an outlier; it is the default position of most major arbitral jurisdictions, with the narrow exceptions of France and Scotland, which resolve the question by an express statutory rule rather than by inference. India's gap is not that it permits something other jurisdictions forbid, no major jurisdiction currently permits a fully autonomous AI arbitrator but that it has produced none of the soft-law infrastructure that Singapore, the United Kingdom, and eventually the ICC are building to manage the narrower, harder question of how much AI assistance a human arbitrator may responsibly accept.

Towards an Indian Soft-Law Response

Three recommendations follow from the analysis above, each deliberately narrower than a call for legislative overhaul, because the comparative evidence does not support the proposition that legislation is the right instrument at this stage. Not one of the jurisdictions examined in Part 6 has amended its primary arbitration statute to address AI; all of them have instead produced institutional or professional-body soft law, and there is no reason to think India's experience would differ.

First, an Indian institution, the India International Arbitration Centre is best placed by statutory pedigree, though DIAC or MCIA could equally lead and should publish a guideline modelled on the CIArb instrument, adapted specifically to the interaction between Section 42A confidentiality and the DPDP Act's data-fiduciary obligations once they take full effect in May

2027. A template procedural order on AI use, of the kind CIArb has already annexed to its own Guideline, would give Indian tribunals a ready-made mechanism for managing party disagreement over AI use without waiting for an arbitral challenge to force the issue.

Second, the stamp-duty bottleneck identified in Part 3.2 should be resolved at the level of State rules rather than left to the Supreme Court to manage case by case. The doctrinal position on unstamped arbitration agreements has already moved substantially through *N.N. Global* case, but the procedural requirement of physically affixing an e-stamp certificate remains a State-level administrative process that no amount of Supreme Court doctrine on stampability can itself remove. A coordinated revision of State stamp rules to recognise a purely digital certificate as sufficient would close the one genuine procedural gap between India's ODR ambitions and an end-to-end electronic dispute-resolution pipeline.

Third, NITI Aayog's 2021 recommendation that the ACA be amended to give ODR an explicit statutory foothold deserves to be revisited, not because the current Section 19 latitude is inadequate, it has proved remarkably resilient but because an explicit provision would give smaller institutions and first-time users of arbitration the confidence that an online process carries the same legal weight as an in-person one, a confidence that currently rests on judicial inference rather than legislative text.

Conclusion

AI is most helpful where it has least power to illustrate when it translates a document, it is not making any decision or when it sorts through a huge pile of document it is not deciding anything. It is just doing prep work. Human arbitrator makes the actual call. However the predictive analytic is a different story, this tool need data from the past award of arbitration but Indian law is restrictive in this regard. Section 42A of ACA keeps arbitration proceedings confidential so in a way Indian law blocking the fuel on which AI runs. This is to ensure the privacy of concerned parties in arbitration proceedings as Article 21 of Indian Constitution lays down the idea of Right to Privacy.

The idea of AI arbitrator also fails due to Section 11 and section 12 of ACA. Section 11 talks about how arbitrators get appointed and Section 12 requires arbitrators to disclose anything that might affect their impartiality. Both Sections were clearly written with a human in mind because AI does not have relationships to disclose impartiality as it has no history of prior

dealings with concern parties. This law does not simply fit in scenario of AI and no clever arguments can change what these provision actually say. However if we look at countries like Singapore, UK none of them change their core arbitration laws to deal with AI. Instead, they use softer tools like safety guidelines of CIArb and its procedural instructions. To illustrate, England's Arbitration

Act from 2025 does not mention AI at all rather the lean on safety guideline of CIArb. India's own law already have room for this like Section 19, which give arbitration tribunals to give freedom to run proceedings however they think the best. That's already enough legal space to bring AI tools into the process. No new law is needed all that requires is strict adherence to the safety guidelines of CIArb.