BEYOND SPEED: EQUALITY, ACCESS AND THE CREDIBILITY OF ARBITRATION IN INDIA

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ABSTRACT

Arbitration is often defended as a faster, more flexible alternative to court litigation. In India, however, the legitimacy of arbitration depends on more than procedural speed: parties must be able to enter the process on reasonably equal terms, obtain a fair hearing, and secure an award that is meaningfully enforceable. This essay argues that the principal challenge for Indian arbitration is not a simple choice between party autonomy and judicial intervention. It is the design of a credible dispute-resolution system in which autonomy is protected from structural inequality, courts supervise without retrying the merits, and costs and institutional capacity do not make the remedy inaccessible. The Arbitration and Conciliation Act, 1996 supplies a modern framework, and recent decisions on unilateral appointments and limited award modification show a judiciary attempting to reconcile fairness with finality. Yet ad hoc practice, asymmetrical appointment clauses, post-award challenges, and uneven access continue to weaken arbitration's promise. The essay evaluates the statutory scheme and leading decisions, then proposes practical reforms centred on transparent appointments, proportionate procedure, stronger institutions, and disciplined judicial review.

Keywords: Arbitration; India; party autonomy; equal treatment; arbitral award; judicial review; access to justice

I. INTRODUCTION

A dispute clause is often treated as routine contract language, until performance breaks down. At that point, the clause determines who will decide the dispute, where it will be heard, what the parties must spend to present it, and whether the result can be enforced without another prolonged contest. Arbitration is therefore not merely a private substitute for a courtroom. It is a system of adjudication whose authority rests on consent, procedural fairness and the state's eventual willingness to recognise and enforce its outcome.

India's Arbitration and Conciliation Act, 1996 was enacted to consolidate domestic arbitration, international commercial arbitration and enforcement of foreign awards, drawing substantially on the UNCITRAL Model Law.1 Its design favours party choice and limits judicial intervention. Section 5 states that courts shall not intervene except where Part I provides; Sections 7 and 11 give effect to written arbitration agreements and appointment procedures; Sections 16 and 17 recognise tribunal competence and interim protection; and Sections 34 and 36 regulate challenge and enforcement.2 The statute is not, however, a guarantee of speed or equality merely because parties selected arbitration. A private process can reproduce bargaining inequalities, and court proceedings can re-enter at the points of appointment, interim relief, challenge and enforcement.3

This essay advances a narrower claim than the familiar assertion that India should become a global arbitration hub. The more important task is to make arbitration credible for parties who do not possess equal bargaining power or repeat-player resources. Recent Supreme Court decisions sharpen the problem. In *Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV)*, the Court rejected appointment arrangements that allowed one contracting party to control the tribunal's composition. In *Gayatri Balasamy v. ISG Novasoft Technologies Ltd.*, a Constitution Bench recognised only a limited power to modify awards, while retaining the bar on merits review. Read together, these decisions suggest that arbitration's legitimacy depends on a

1 UNCITRAL Model Law on International Commercial Arbitration arts. 5, 34, U.N. Doc. A/40/17 (1985), as amended July 7, 2006.

2 The Arbitration and Conciliation Act, No. 26 of 1996, §§ 16–18, 34, 36, India Code (1996) (as amended).

3 The Arbitration and Conciliation Act, No. 26 of 1996, §§ 5, 7, 11, 16–18, 34, 36, India Code (1996) (as amended).

balance: autonomy is valuable, but it cannot excuse structural unfairness; judicial supervision is necessary, but it cannot become a second appeal.4

The discussion proceeds in four parts. It first outlines the statutory bargain and the role of courts. It then examines equality in the constitution of tribunals and the limits of finality review. It next considers whether arbitration is accessible in practice, particularly in ad hoc and public-contract settings. Finally, it identifies reforms that favour proportionate process over simply adding more deadlines or more layers of review.

II. THE STATUTORY BARGAIN: AUTONOMY WITHIN A PUBLIC FRAMEWORK

Arbitration is consensual in origin but adjudicative in operation. Section 7 requires an arbitration agreement in writing, and the parties may select the seat, procedure, number of arbitrators and applicable substantive law, subject to mandatory provisions of the Act. Once a valid agreement is invoked, Section 8 directs a judicial authority to refer the parties to arbitration, while Section 11 provides a mechanism for appointment when the agreed procedure fails. Section 16 embodies kompetenz-kompetenz: the tribunal may rule on its own jurisdiction, including objections to the existence or validity of the arbitration agreement. These rules are intended to keep courts from deciding matters that the parties assigned to an arbitral tribunal.56

That allocation is not absolute. The Act preserves judicial assistance where private procedure needs public authority: courts may grant interim measures under Section 9, support the taking of evidence, appoint arbitrators in defined circumstances, and set aside awards on specified grounds.7 Section 34 is framed as a limited recourse, not an appeal on law or fact.8 For domestic awards, patent illegality appearing on the face of the award is an additional ground, but the

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4 Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV), 2024 INSC 857 (India); Gayatri Balasamy v. ISG Novasoft Technologies Ltd., 2025 INSC 605 (India).

5 The Arbitration and Conciliation Act, No. 26 of 1996, §§ 7, 8, 11, 16, India Code (1996) (as amended).

6 Id. §§ 8, 11, 16; see also UNCITRAL Model Law arts. 5, 16.

7 The Arbitration and Conciliation Act, No. 26 of 1996, §§ 9, 11, 27, 34, India Code (1996) (as amended).

8 Id. § 34(2), (2A); see also Project Director, Nat'l Highways Auth. of India v. M. Hakeem, (2021) 9 SCC 1 (India).

statute expressly bars setting aside merely for an erroneous application of law or reappreciation of evidence. Section 36 makes an award enforceable as a decree after the time for challenge expires, although a challenge does not by itself stay enforcement; a separate stay order is required.910

The Act's logic is thus not 'no courts', but courts at the right points and for the right reasons. In *Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc.* (BALCO), the Supreme Court affirmed the territorial approach under which Part I ordinarily governs arbitrations seated in India, while foreign-seated arbitrations are treated separately. Later, *BGS SGS Soma JV v. NHPC Ltd.* explained that designation of a seat generally confers exclusive supervisory jurisdiction on courts at that seat. These doctrines enhance certainty, but they also make careful drafting consequential: a clause that names only a hearing venue may generate preliminary litigation over the juridical seat and the competent court.1112

The commercial case for arbitration is real. Specialist decision-makers, flexible procedure, confidentiality in appropriate circumstances, and cross-border enforceability can be valuable. A significant practical benefit for international commercial arbitration is the New York Convention's cross-border recognition and enforcement framework.13 But the advantages are contingent. Confidentiality is subject to statutory exceptions; specialist adjudication is not automatically cheaper; and an award has practical value only if the losing party complies or

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9 Id. §§ 5, 9, 17, 34, 36. Section 34(2A) applies to domestic awards and excludes awards arising out of international commercial arbitrations seated in India.

10 The Arbitration and Conciliation Act, No. 26 of 1996, § 36, India Code (1996) (as amended); Arbitration and Conciliation (Amendment) Act, No. 3 of 2016, § 19 (India).

11 Bharat Aluminium Co. v. Kaiser Aluminium Technical Servs., Inc., (2012) 9 SCC 552 (India); BGS SGS Soma JV v. NHPC Ltd., (2020) 4 SCC 234 (India).

12 BGS SGS Soma JV v. NHPC Ltd., (2020) 4 SCC 234, ¶¶ 61–67 (India); Mankastu Impex Pvt. Ltd. v. Airvisual Ltd., (2020) 5 SCC 399 (India).

13 Convention on the Recognition and Enforcement of Foreign Arbitral Awards art. III, June 10, 1958, 330 U.N.T.S. 3; The Arbitration and Conciliation Act, No. 26 of 1996, pt. II, India Code (1996) (as amended).

enforcement succeeds.[14] The statutory promise therefore needs to be tested against actual procedure, not assumed from the label 'alternative dispute resolution'.

III. EQUALITY IS A CONDITION OF CONSENT, NOT A FORMALITY

Party autonomy is often presented as arbitration's defining virtue. Yet the freedom to choose a procedure is meaningful only if neither side can dictate the adjudicator or use procedural design to disable the other side's participation. Sections 12 and 18 of the Act address this concern by requiring disclosure and impartiality and by guaranteeing equal treatment and a full opportunity to present one's case.[15] These are not peripheral safeguards. They are conditions for treating an arbitral award as the product of legitimate adjudication.[16]

The Supreme Court's appointment jurisprudence illustrates the point. In *TRF Ltd. v. Energo Engineering Projects Ltd.*, and later in *Perkins Eastman Architects DPC v. HSCC (India) Ltd.*, the Court held that a person who is ineligible to act as arbitrator cannot secure the same result by appointing another arbitrator.[17] The reasoning is intuitive: a party interested in the dispute should not control the choice of the person deciding it. But uncertainty persisted where a public-sector entity did not appoint a sole arbitrator directly, but instead supplied a curated panel from which the private contractor had to choose.[18]

A five-judge Bench resolved the central issue in *CORE*. The majority held that the principle of equal treatment applies at the appointment stage, and that a public entity cannot require the

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14 The Arbitration and Conciliation Act, No. 26 of 1996, § 42A, India Code (1996) (as amended) (confidentiality obligation, with disclosure permitted where necessary for implementation and enforcement of an award).

15 The Arbitration and Conciliation Act, No. 26 of 1996, §§ 12(1), 18, India Code (1996) (as amended).

16 The Arbitration and Conciliation Act, No. 26 of 1996, §§ 12, 18, India Code (1996) (as amended).

17 TRF Ltd. v. Energo Eng'g Projects Ltd., (2017) 8 SCC 377 (India); Perkins Eastman Architects DPC v. HSCC (India) Ltd., (2020) 20 SCC 760 (India).

18 TRF Ltd. v. Energo Eng'g Projects Ltd., (2017) 8 SCC 377 (India); Perkins Eastman Architects DPC v. HSCC (India) Ltd., (2020) 20 SCC 760 (India).

counterparty to select its nominee from a list controlled by the public entity.19 The Court did not prohibit institutions or parties from maintaining panels. Rather, it rejected a procedure that gave one party exclusive influence over the pool while presenting the other party's nominal choice as consent. The judgment is especially significant in public procurement, where arbitration clauses are often included in standard-form contracts and the state or its instrumentality may be both drafter and disputant.2021

The ruling should not be read as a general hostility to party-designed procedures. Parties may agree to institutional rules, jointly select a sole arbitrator, or appoint one arbitrator each to a three-member tribunal. The question is whether the method, viewed in context, secures genuinely equal participation and independence. A signature on a standard form does not necessarily answer that question, particularly where the clause is imposed before a dispute arises and the parties have unequal bargaining power. The statutory route for waiver of certain ineligibility grounds under Section 12(5) is also deliberately strict: waiver must be by an express agreement in writing after disputes have arisen. 22 That timing recognises that a party's understanding of a structural disadvantage may change once an actual controversy exists.23

The equality principle has a broader application than arbitrator selection. It bears on realistic access to documents, opportunity to present evidence, disclosure of conflicts, hearing format, and allocation of costs. Section 18 gives tribunals room to manage procedure, but that flexibility should be exercised with attention to disparity.24 A small supplier may not be able to fund the

19 Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV), 2024 INSC 857, ¶¶ 49–57, 78–82 (India). The Bench addressed separately the application of equal treatment at appointment and the constitutional issue in public-private contracts; opinions differed on those questions.

20 Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV), 2024 INSC 857, ¶¶ 49–57, 78–82 (India). The judgment was delivered by a five-judge Constitution Bench; the majority invalidated the challenged unilateral appointment process.

21 Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV), 2024 INSC 857, ¶¶ 1–5, 49–57, 78–82 (India); see also Dep't of Expenditure, Ministry of Finance, Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement (June 3, 2024).

22 The Arbitration and Conciliation Act, No. 26 of 1996, § 12(5), proviso, India Code (1996) (as amended).

23 The Arbitration and Conciliation Act, No. 26 of 1996, § 12(5), India Code (1996) (as amended).

24 The Arbitration and Conciliation Act, No. 26 of 1996, §§ 18–19, India Code (1996) (as amended).

same volume of expert evidence as a state-owned purchaser or multinational counterparty. Equal treatment does not require identical treatment in every procedural detail; it requires a fair opportunity to make one's case. Tribunals should therefore use proportionate directions, clear timetables and reasoned decisions on costs, rather than assuming that formally identical rules will have equal effects.

IV. FINALITY, REVIEW AND THE RISK OF A SECOND TRIAL

A system that corrects every alleged error through court review is not arbitration in any useful sense. Conversely, a system that refuses to address serious procedural unfairness would ask parties to accept private adjudication without adequate safeguards. Section 34 attempts to draw this boundary. In *Ssangyong Engineering & Construction Co. v. NHAI*, the Supreme Court emphasised the limited nature of public-policy review after the 2015 amendments and cautioned against expanding that ground into merits scrutiny.25 The distinction is fundamental: a court may examine whether an award crosses a statutory threshold, but cannot rehear the dispute because it might have interpreted the evidence differently.26

For several years, the rule in *Project Director, NHAI v. M. Hakeem* was understood to mean that a Section 34 court could set aside an award but could not modify it. The concern was doctrinal: the 1996 Act, unlike the 1940 legislation, did not expressly confer a general power to vary an award, and the UNCITRAL Model Law treats setting aside as an exclusive recourse. Yet the all-or-nothing consequence could be harsh where only one discrete component was defective, potentially requiring parties to restart proceedings or live with an avoidable error.27

In April 2025, a five-judge Bench in *Gayatri Balasamy* answered the reference by recognising a limited power to modify under Sections 34 and 37.28 The majority confined that power to defined situations, including severing an invalid part where it is separable, correcting clerical, computational or typographical errors, and dealing with post-award interest in appropriate cases.

25 Ssangyong Eng'g & Constr. Co. v. Nat'l Highways Auth. of India, (2019) 15 SCC 131, ¶¶ 34–42 (India); The Arbitration and Conciliation Act, No. 26 of 1996, § 34(2A), India Code (1996) (as amended).

26 Ssangyong Eng'g & Constr. Co. v. Nat'l Highways Auth. of India, (2019) 15 SCC 131 (India).

27 Project Director, Nat'l Highways Auth. of India v. M. Hakeem, (2021) 9 SCC 1 (India).

28 Gayatri Balasamy v. ISG Novasoft Technologies Ltd., 2025 INSC 605, ¶ 85 (India) (4–1 majority; Justice K.V. Viswanathan dissented in part).

The Court also recognised a carefully bounded role for Article 142 in the Supreme Court. It did not authorise courts to reassess evidence, replace the tribunal's interpretation with their preferred view, or rewrite the bargain.29 Justice Viswanathan's dissent, grounded in statutory text and arbitral finality, underscores that the boundary remains contested.30

The decision offers a practical remedy, but its success depends on judicial discipline. 'Limited modification' can become a route to merits review if courts use it to revisit factual findings or recalculate a claim on contested evidence. Conversely, a rigid refusal to sever a truly independent portion may impose needless cost. The controlling questions should be whether the error falls within the recognised category, whether correction can be made without fresh fact-finding, and whether the affected part is genuinely separable. Courts should explain why a correction preserves rather than substitutes the tribunal's decision. Clear reasoning is essential because every expansion of Section 34's practical reach affects the value of finality for future parties.

The enforcement stage matters just as much. Section 36 removed the automatic stay that formerly followed a Section 34 challenge, but contested stay proceedings can still delay payment and frustrate the award's commercial purpose.31 32 Procedural time limits alone cannot solve this if courts lack capacity or if parties use successive applications to prolong the dispute. A credible system needs prompt listing, realistic cost consequences for abusive conduct and enforcement proceedings that focus on the statutory grounds rather than reopen the merits.

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29 Id. ¶¶ 40–46, 82–85; Project Director, Nat'l Highways Auth. of India v. M. Hakeem, (2021) 9 SCC 1 (India), limited to the extent clarified by Gayatri Balasamy.

30 Gayatri Balasamy v. ISG Novasoft Technologies Ltd., 2025 INSC 605, ¶ 85 (India). Justice K.V. Viswanathan dissented in part.

32 The Arbitration and Conciliation Act, No. 26 of 1996, § 36(2)–(3), India Code (1996) (as amended); id. § 34(3) (limitation period for setting aside).

V. ACCESS: COST, CAPACITY AND THE CHOICE BETWEEN AD HOC AND INSTITUTIONAL PROCESS

The public debate about arbitration often centres on high-value international disputes, yet arbitration clauses are also found in construction, infrastructure, supply and service contracts. For a smaller business, the costs of arbitrator fees, institutional charges, counsel, experts, travel and document production may outweigh the value of the claim. The Act's model fee schedule in the Fourth Schedule offers a reference point for certain domestic ad hoc proceedings, but fees are only one part of total cost.[33] A three-member tribunal, extensive pleadings and repeated procedural applications may make a theoretically faster forum practically inaccessible.[34]

Ad hoc arbitration remains prevalent in India, and may work well where parties cooperate, the dispute is straightforward, and a neutral appointment can be made promptly.[35] It can also leave parties without administrative support for appointment, deposits, scheduling, disclosure and procedural defaults. Institutional arbitration can supply rules, case management and an appointing authority, making the process more predictable.[36] However, an institution is not a universal cure: quality, fees, accessibility and independence differ, and institutional rules must be selected with the needs of the parties in mind. The choice should be informed, not treated as a prestige marker.

The 2019 amendments provided for an Arbitration Council of India and a framework for grading institutions and accreditation, but legislative provision alone does not build a trusted

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33 The Arbitration and Conciliation Act, No. 26 of 1996, § 11(14), Fourth Schedule, India Code (1996) (as amended); ONGC Ltd. v. Afcons Gunanusa JV, 2022 SCC OnLine SC 1122 (India).

34 The Arbitration and Conciliation Act, No. 26 of 1996, § 11(14) & Fourth Schedule, India Code (1996) (as amended).

35 High Level Committee to Review the Institutionalisation of Arbitration Mechanism in India, Report 8–10 (2017); Report of the Expert Committee to Examine the Working of the Arbitration Law and Recommend Reforms in the Arbitration and Conciliation Act, 1996, ch. 3 (Feb. 2024).

36 High Level Committee to Review the Institutionalisation of Arbitration Mechanism in India, Report 8–10 (2017) (describing institutional arbitration's case-management functions); see also Arbitration and Conciliation Act, No. 26 of 1996, §§ 11(6), 11(8), India Code (1996) (as amended).

institution.37 The institutional ecosystem requires transparent appointment practices, published rules and fees, conflict checks, competent case managers, reasoned decisions on administrative issues and meaningful accountability. The Department of Legal Affairs circulated a Draft Arbitration and Conciliation (Amendment) Bill in 2024 proposing, among other things, statutory recognition of emergency arbitration, clarification of seat and venue, and greater institutionalisation. As of October 2026, the 2024 text remains a draft and its proposals are not operative law. Their direction is useful, but institutional strength depends on implementation and confidence, not just statutory text.3839

The *Amazon.com NV Investment Holdings LLC v. Future Retail Ltd.* decision illustrates how courts can support innovation without collapsing the statutory framework. The Supreme Court held that an emergency arbitrator appointed under the applicable institutional rules could be treated as an arbitrator for purposes of interim relief under Section 17 in an India-seated arbitration.40 The decision gave commercial effect to the parties' chosen rules, while leaving practical questions about recognition in other settings to the statutory scheme. It also demonstrates why accessible interim protection matters: relief arriving only after the disputed transaction or asset has disappeared may be legally correct but practically futile.41

Access also includes the ability to understand what a clause commits a party to. Seat, governing law, language, rules, number of arbitrators, appointment method, interim relief and cost allocation should be drafted with clarity. In standard-form public or commercial contracts, the stronger party should disclose the consequences of the clause and avoid appointment structures

37 Arbitration and Conciliation (Amendment) Act, No. 33 of 2019, § 10 (India) (inserting pt. IA, including §§ 43A–43M); The Arbitration and Conciliation Act, No. 26 of 1996, pt. IA, India Code (1996) (as amended).

38 The Arbitration and Conciliation (Amendment) Act, No. 33 of 2019, pt. IA (India); Dep't of Legal Affairs, Ministry of Law & Justice, Draft Arbitration and Conciliation (Amendment) Bill, 2024 (Oct. 18, 2024).

39 Dep't of Legal Affairs, Ministry of Law & Justice, Draft Arbitration and Conciliation (Amendment) Bill, 2024 (Oct. 18, 2024); The New Indian Express, Arbitration Council of India Bill Must Come Up Before Parliament, Says CJI (July 12, 2026) (reporting that the draft remained pending); India Legal, A Second Chance at Arbitration (Oct. 17, 2026) (reporting that the draft had not been introduced).

40 Amazon.com NV Investment Holdings LLC v. Future Retail Ltd., (2022) 1 SCC 209, ¶¶ 188–89 (India); Arbitration and Conciliation Act, No. 26 of 1996, § 17, India Code (1996) (as amended).

41 Amazon.com NV Investment Holdings LLC v. Future Retail Ltd., (2022) 1 SCC 209 (India).

that create a reasonable appearance of partiality. For smaller-value disputes, parties and institutions should use simplified procedures, paper-based or remote hearings where appropriate, focused document production and capped or staged fees. Proportionality must not sacrifice a fair hearing; it should prevent procedure from becoming more burdensome than the dispute itself.

VI. REFORM: MAKE PROCEDURE PROPORTIONATE AND COURT SUPPORT PREDICTABLE

Reform should begin with appointment neutrality. Public entities and repeat users should adopt transparent appointment protocols that give both sides equivalent participation, avoid one-party control of the candidate pool, and require prompt disclosure of relationships and availability. Institutions can publish anonymised appointment data and conflict-handling policies. Neutral appointment is not merely a reputational matter: it reduces satellite litigation and makes parties more likely to accept the award as legitimate.

Second, efficiency should be designed around proportionality rather than a single calendar target. Section 29A sets a twelve-month period for awards in matters other than international commercial arbitration, with separate rules for international commercial arbitration and statutory extension mechanisms; extensions, court applications and procedural disputes can dilute the intended timetable.42 A tribunal should establish at the first case-management conference a realistic schedule, identify the issues that truly require oral evidence, and control repetitive filings. Institutions should provide low-cost tracks for claims of modest value, with transparent fees and safeguards against a powerful party using procedural shortcuts to deny a meaningful hearing.

Third, courts should maintain a stable supervisory role. At the referral and appointment stage, intervention should remain confined to the statutory threshold, leaving arguable jurisdictional questions for the tribunal. At the interim-relief stage, Section 9 should complement rather than displace effective tribunal relief. At the award stage, Section 34 review should remain exceptional, and the limited modification recognised in *Gayatri Balasamy* should be applied only where correction does not require a rehearing. Consistent application reduces both under-intervention and the uncertainty created by unpredictable judicial review.

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42 The Arbitration and Conciliation Act, No. 26 of 1996, § 29A(1)–(4), India Code (1996) (as amended).

Finally, reform must account for public contracts and smaller enterprises. Government entities should model fair arbitration clauses in tender documents, including equal appointment rights, a neutral institution where appropriate, and proportionate procedure for lower-value disputes. Small businesses need accessible legal information and clear routes to mediation or arbitration before costs escalate. Arbitration should not be made compulsory where the subject matter is not legally arbitrable or where a statutory forum has been assigned exclusive jurisdiction. In *Vidya Drolia v. Durga Trading Corp.*, the Supreme Court set out a structured approach to arbitrability and stressed that some disputes, by reason of their nature or public rights, belong to public fora.43 The boundary protects both public interest and the integrity of arbitration.44

VII. CONCLUSION

Arbitration in India should be judged not by how often it is chosen, or by the number of amendments enacted, but by whether it produces fair and enforceable outcomes at a proportionate cost. The 1996 Act supplies the central architecture: consent, tribunal autonomy, limited court intervention and enforceability.4546 Recent case law has clarified two important limits on that architecture. *CORE* rejects appointment mechanisms that make equality illusory; *Gayatri Balasamy* permits narrowly confined correction while insisting that courts do not become appellate tribunals on the merits.

The broader lesson is that party autonomy and access to justice are not opposing ideas. Autonomy deserves protection when it reflects informed and fair choice; it loses force when a standard clause gives one party control of the adjudicator or makes the process unusable for the other. Judicial restraint is valuable when it protects finality; it is not a virtue when it leaves procedural unfairness without remedy. The practical programme is therefore measured: neutral appointments, stronger institutions, proportionate procedure, reliable enforcement and courts that intervene for principled reasons only. These conditions, rather than aspirational claims of speed, will determine whether arbitration can command durable confidence across India's commercial landscape.

43 Vidya Drolia v. Durga Trading Corp., (2021) 2 SCC 1, ¶¶ 76, 154.4 (India).

44 Vidya Drolia v. Durga Trading Corp., (2021) 2 SCC 1 (India).