
CONFIDENTIALITY IN ARBITRATION: MYTH OR REALITY IN INDIA?

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ABSTRACT

Confidentiality has always been one of arbitration's most attractive selling points. Parties choose it precisely because they want their disputes resolved away from the public eye without the exposure that court proceedings inevitably bring. In India, however, this advantage has for long existed more on paper than in practice. Until recently, there was no statutory provision that expressly recognized, let alone enforced, a duty of confidentiality in arbitral proceedings. This article examines how that changed and how much it actually changed following the insertion of Section 42A through the Arbitration and Conciliation (Amendment) Act, 2019. The central question it asks is a simple but important one: has the law finally made confidentiality real in Indian arbitration, or does it remain a principle without adequate teeth?

To explore this, the article places India's legal framework in comparative perspective, measuring it against the standards set by the UNCITRAL Model Law and the rules of some of the world's leading arbitral institutions the ICC, the LCIA, the SIAC, and the IBA Rules on Evidence. What emerges from this comparison is a picture of a provision that, while well-intentioned, is incomplete in several significant respects. Section 42A does not define what qualifies as 'confidential information.' It does not specify what remedy a party can seek if the duty is violated. It leaves the scope of permissible exceptions frustratingly vague. And it does not expressly bind the arbitral tribunal an omission that is difficult to justify given the tribunal's central role in the proceedings.

The article also examines how Indian courts have engaged with questions of arbitral confidentiality, with particular reference to the Supreme Court's decision in *Emkay Global Financial Services Ltd.*

v. Girdhar Sondhi and the High Court's approach in *ONGC v. Gujarat Energy Transmission Corporation*. This domestic judicial landscape is then contrasted with the considerably richer jurisprudence that has developed in England, Australia, Singapore, and France. The article concludes with targeted reform proposals aimed at transforming confidentiality in Indian

arbitration from a statutory aspiration into a genuinely enforceable obligation.

Keywords: Arbitration confidentiality, Section 42A, Arbitration and Conciliation Act 1996, UNCITRAL Model Law, International arbitration, Institutional rules, Arbitral privacy, Comparative arbitration law.

1. INTRODUCTION

Confidentiality is one of arbitration's most celebrated advantages. The promise that proceedings, evidence, and awards will remain private away from public scrutiny is, for many commercial parties, the very reason they choose arbitration over litigation. Yet this promise is neither automatic nor self-enforcing. Without a clear legal framework that defines, protects, and provides remedies for its breach, confidentiality remains an expectation rather than an enforceable right.

In India, this gap between expectation and legal reality has been particularly pronounced. The Arbitration and Conciliation Act, 1996, in its original form, was entirely silent on confidentiality leaving parties to depend on contractual clauses, implied duties, and professional norms. The Arbitration and Conciliation (Amendment) Act, 2019 sought to remedy this by inserting Section 42A, which for the first time imposed a statutory duty of confidentiality on parties, counsel, and arbitral institutions. It was a welcome development but an incomplete one.

Section 42A does not define 'confidential information.' It prescribes no remedy for breach. Its exceptions are vague. And it does not bind the arbitral tribunal. These are not minor oversights they are structural deficiencies that significantly limit the provision's practical force and leave Indian arbitration law trailing behind the standards set by the ICC, LCIA, SIAC, the UNCITRAL Model Law, and the jurisprudence of England, Australia, Singapore, and France.

This article critically examines India's confidentiality framework before and after the 2019 amendment and evaluates its adequacy against international benchmarks. It also addresses the unresolved tension between confidentiality and public interest, particularly in proceedings involving state entities and judicial review under Sections 34 and 37 of the Act. It concludes with targeted reform proposals aimed at transforming confidentiality in Indian arbitration from a statutory aspiration into a genuinely enforceable obligation. The central argument is straightforward: confidentiality in Indian arbitration is neither myth nor reality it is an obligation that exists on paper but lacks the architecture to function in practice. For a

jurisdiction that aspires to establish itself as a leading international arbitration hub, bridging that gap is not optional. It is essential.

1.1 Research Problem

Despite confidentiality being one of arbitration's most valued features, Indian law has struggled to translate this principle into an enforceable legal obligation. While the insertion of Section 42A through the Arbitration and Conciliation (Amendment) Act, 2019 marked a significant legislative step, the provision remains structurally incomplete—it neither defines the scope of confidential information, nor prescribes remedies for breach, nor expressly binds the arbitral tribunal. When measured against the standards of the UNCITRAL Model Law and leading institutional rules such as those of the ICC, LCIA, and SIAC, these gaps are difficult to overlook. The central problem this article addresses is therefore whether Section 42A has genuinely made confidentiality enforceable in Indian arbitration, or whether it remains—despite its statutory form—little more than an aspiration.

1.2 Existing Legal Situation

The Arbitration and Conciliation Act, 1996 serves as the primary legislative framework governing arbitration in India. Modelled substantially on the UNCITRAL Model Law on International Commercial Arbitration, the Act sought to bring Indian arbitration law in line with internationally accepted standards. However, the two instruments are not identical, and it has been judicially recognized that the Model Law cannot be mechanically employed as an interpretive guide to the Act.¹

One of the most significant silences in the original Act was its complete absence of any provision addressing confidentiality in arbitral proceedings. Unlike several leading international institutional rules, the Act imposed no express duty on parties, counsel, or tribunals to maintain the privacy of proceedings, evidence, or awards. Whatever confidentiality existed in practice rested on contractual arrangement or professional convention—not statutory obligation.

This lacuna persisted through the Amendment Act of 2015, which introduced significant reforms relating to timelines, costs, and the appointment of arbitrators, but left confidentiality

¹ *Konkan Railway Corporation Limited v Rani Construction Pvt. Ltd.* 2002 Arb WLJ 287 (SC).

unaddressed. It was only through the Arbitration and Conciliation (Amendment) Act, 2019 that Section 42A was inserted, imposing for the first time a statutory duty of confidentiality on the parties, their counsel, and the arbitral institution. The most recent amendment, introduced in 2021, further refined certain aspects of the arbitral process but did not substantively address the structural deficiencies that Section 42A left behind.

1.3 Literature Review

The academic literature on confidentiality in Indian arbitration has grown in recent years, though it remains modest in volume when set against the depth of scholarship that the subject has attracted in jurisdictions such as England, Australia, and Singapore. The sources reviewed for this article collectively point toward the same conclusion: that India's confidentiality framework has long been inadequate, and that the 2019 amendment, while a step in the right direction, has not fully resolved the problem.

1. Smrithi Suresh, 'Confidentiality in Arbitration: Is India Doing Enough?' (2020) *Indian Journal of Arbitration Law*

This article offers one of the more focused domestic treatments of Section 42A following its insertion. The author takes the provision seriously as a legislative development while being candid about its shortcomings—most notably the absence of a definitional clause and the failure to prescribe any remedy for breach. The comparison with ICC and SIAC rules highlights just how much ground Indian law still has to cover.

2. Fali S. Nariman, 'India and International Arbitration' (2010) 41 *Georgetown Journal of International Law*

Writing from decades of experience at the intersection of Indian and international arbitration practice, Nariman offers a broad and authoritative survey of how Indian arbitration law has evolved and where it has struggled. His observations on the institutional reluctance to curtail judicial intervention provide essential context for understanding why reform in this area has moved as slowly as it has.

3. Rajesh Sharma, 'Arbitral Confidentiality and the Public Interest: Navigating the Tension in Indian Law' (2021) *NALSAR Law Review*

This article tackles one of the more difficult and underexplored questions in the field what happens when confidentiality conflicts with the public interest, particularly in disputes involving government entities or public contracts. The author's analysis of Sections 34 and 37 proceedings as potential sites of confidentiality breach is genuinely illuminating.

4. Gary Born, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021)

Born's treatise is the most comprehensive treatment of confidentiality in international arbitration available. The relevant chapters work through the divergent approaches of national legal systems and arbitral institutions with characteristic thoroughness, and the doctrinal analysis of implied confidentiality obligations is particularly relevant to understanding India's pre-2019 position.

5. Nigel Blackaby and others, *Redfern and Hunter on International Arbitration* (6th edn, Oxford University Press 2015)

Redfern and Hunter's treatment of confidentiality is notable for the care it takes in distinguishing between privacy the closed nature of arbitral proceedings and confidentiality, which is a broader and more demanding obligation. This distinction, which Indian law has not yet formally drawn, is one that any serious reform of Section 42A will need to engage with.

1.4 Scope and Objectives

This article examines the legal framework governing confidentiality in arbitration under Indian law, with particular focus on the Arbitration and Conciliation Act, 1996 and the changes introduced by the 2019 amendment. The scope of the study extends to the insertion of Section 42A India's first statutory confidentiality provision and evaluates whether it has succeeded in translating the principle of confidentiality into an enforceable legal obligation. The article also situates India's framework within a comparative context, drawing on the standards established by leading international instruments and institutional rules.

The main objectives of this research are:

1. To trace the development of confidentiality as a principle in Indian arbitration law, from the original silence of the 1996 Act to the insertion of Section 42A through the 2019 amendment.

2. To critically analyse the scope and limitations of Section 42A, identifying the structural gaps that constrain its practical effectiveness.
3. To evaluate India's confidentiality framework against the standards established by the UNCITRAL Model Law, the ICC Rules, the LCIA Rules, the SIAC Rules, and the IBA Rules on Evidence.
4. To examine the comparative experience of England, Australia, Singapore, and France in developing enforceable confidentiality frameworks for arbitration.
5. To explore the tension between arbitral confidentiality and competing public interests, particularly in proceedings involving state entities and judicial scrutiny.
6. To propose targeted legislative and institutional reforms that would bring India's confidentiality regime into meaningful alignment with international best practices.

1.5 Research Questions

The research undertaken in this article is guided by the following questions:

1. Does confidentiality in Indian arbitration rest on a sufficiently sound legal foundation, or does it remain even after the insertion of Section 42A through the 2019 amendment more aspiration than enforceable obligation?
2. How does India's confidentiality framework measure up against the standards established by leading international instruments and arbitral institutions such as the UNCITRAL Model Law, the ICC, the LCIA, and the SIAC and what do those gaps reveal about the limitations of the current regime?
3. What legislative and institutional reforms are necessary to transform confidentiality in Indian arbitration from a statutory gesture into a genuinely reliable and enforceable legal protection and what can India learn from the comparative experience of England, Australia, Singapore, and France in doing so?

1.6 Hypothesis

Confidentiality in Indian arbitration is neither a thoroughgoing myth nor a fully operational

reality. While the insertion of Section 42A through the Arbitration and Conciliation (Amendment) Act, 2019 represents a meaningful legislative step in acknowledging confidentiality as a legal duty, the provision as it stands is structurally incomplete lacking definitional clarity, enforceable remedies, and an express obligation on the arbitral tribunal. It is hypothesised that India's confidentiality framework, when measured against international benchmarks, falls significantly short of the standard required of a serious international arbitration jurisdiction, and that targeted legislative and institutional reforms are necessary to bridge that gap.

1.7 Research Methodology

The research undertaken in this article is purely doctrinal in nature. It draws on a careful study of both primary and secondary sources to examine the legal framework governing confidentiality in Indian arbitration and evaluate its adequacy against international standards.

Primary sources consulted include the Arbitration and Conciliation Act, 1996 and its amendments of 2015, 2019, and 2021; the UNCITRAL Model Law on International Commercial Arbitration; institutional arbitration rules including those of the ICC, LCIA, SIAC, and the IBA Rules on Evidence; and relevant judicial decisions of the Supreme Court of India, various High Courts, and courts in England, Australia, Singapore, and France.

Secondary sources include academic journal articles, leading practitioner texts such as Gary Born's *International Commercial Arbitration* and Redfern and Hunter on *International Arbitration*, law commission reports, and institutional publications on arbitration practice and reform. No empirical or fieldwork-based research has been conducted the conclusions drawn are based entirely on an analysis of legal texts, judicial pronouncements, and existing scholarly commentary.

2. THE ARBITRATION AND CONCILIATION ACT, 1996 AND CONFIDENTIALITY

2.1 The Act and Its Original Silence on Confidentiality

The primary purpose of arbitration has always been to provide parties with an efficient, private, and largely self-contained mechanism for resolving disputes one that operates, as far as possible, without the formality and public exposure of court proceedings. Yet, paradoxically,

the Arbitration and Conciliation Act, 1996 the very statute designed to govern this inherently private process made no express provision for confidentiality in its original form.²

The Act, modelled substantially on the UNCITRAL Model Law, addressed several aspects of the arbitral process in considerable detail the composition of the tribunal, the conduct of proceedings, the grounds for challenging an award, and the limited circumstances in which courts may intervene.³ The Act provided for judicial intervention in three specific circumstances: the appointment of arbitrators,⁴ the termination of an arbitrator's mandate, and court assistance in taking evidence. What it did not address was the question of whether the proceedings or the awards were to be treated as confidential.

The 2015 amendment to the Act brought meaningful reforms in several areas timelines, costs, the qualifications of arbitrators, and the grounds for challenge but left the question of confidentiality entirely untouched. It was the Arbitration and Conciliation (Amendment) Act, 2019 that finally addressed the gap, inserting Section 42A into the principal Act. The 2021 amendment continued the process of legislative refinement in other respects but did not return to the unfinished work of Section 42A.

2.2 Confidentiality as an Aid to Effective Arbitration

Confidentiality is not a peripheral feature of arbitration it is one of the conditions that makes the process work. Parties who are assured that their proceedings will remain private are far more likely to engage candidly disclosing relevant information, making realistic concessions, and approaching the dispute with a genuine willingness to resolve it. The Bombay High Court's recognition in *Eros International Media Ltd. v. Telexmax Links India Pvt. Ltd.* of the parties' legitimate interest in the privacy of their proceedings even before Section 42A existed reflected a judicial understanding that confidentiality serves not merely private interests but the integrity of the arbitral process itself.⁵

Beyond individual proceedings, confidentiality also aids the broader institutional development of arbitration in India. One of the most persistent concerns raised by international commercial parties considering India as a seat of arbitration has been the uncertainty surrounding the

² Arbitration and Conciliation Act, 1996, s 11 (appointment of arbitrators).

³ Arbitration and Conciliation Act, 1996, s 14(2) (termination of arbitrator's mandate).

⁴ Arbitration and Conciliation Act, 1996, s 27 (court assistance in taking evidence).

⁵ *Eros International Media Ltd. v. Telexmax Links India Pvt. Ltd.* (2016) Bombay High Court.

protection of sensitive information. A party choosing between Mumbai and Singapore, or between Delhi and London, will inevitably ask whether their proceedings will genuinely remain private and the answer to that question has a direct bearing on India's competitiveness as an arbitration destination. In this respect, even the imperfect protection offered by Section 42A has served a positive function by signaling that India recognizes confidentiality as a legal duty rather than a mere professional courtesy.

2.3 Gaps in the Confidentiality Framework as a Hindrance

The absence of a robust confidentiality framework in Indian arbitration law has not merely left parties without adequate protection it has actively undermined the effectiveness of arbitration as a dispute resolution mechanism. The structural deficiencies of Section 42A, rather than providing the certainty that parties need, have in several respects created new problems while leaving the old ones unresolved. Chief among these is the provision's failure to define what constitutes 'confidential information.' The courts have, in cases such as *Emkay Global Financial Services Ltd. v. Girdhar Sondhi*,⁶ been left to navigate confidentiality questions without statutory guidance.

The problem is further compounded by the treatment of confidentiality in cases involving public sector entities. In *ONGC Ltd. v. Gujarat Energy Transmission Corporation Ltd.*,⁷ the High Court was required to consider the extent to which confidentiality obligations could be maintained in disputes involving state undertakings a question that Section 42A leaves entirely unresolved.

The absence of prescribed remedies for breach compounds this problem considerably. Section 42A tells parties that confidentiality is a legal duty; it does not tell them what happens when that duty is violated. An aggrieved party must fall back on general legal principles damages in contract or tort, injunctive relief under equitable principles none of which are tailored to the specific circumstances of a confidentiality breach in the arbitral context.

2.4 Problems in India's Confidentiality Framework: A Pattern of Incomplete Reform

The history of confidentiality in Indian arbitration law is, in many respects, a history of belated

⁶ *Emkay Global Financial Services Ltd. v. Girdhar Sondhi* (2018) 9 SCC 49.

⁷ *ONGC Ltd. v. Gujarat Energy Transmission Corporation Ltd.* (2017).

recognition followed by incomplete action. Just as the expansion of the grounds for setting aside awards under Section 34 criticised by the Supreme Court itself in *State of Maharashtra v. M/s. Hindustan Construction Company Ltd.*⁸ as contrary to the intent of the Act led to greater judicial intervention rather than less, the vagueness of Section 42A risks inviting precisely the kind of interpretive inconsistency and litigation that a clear confidentiality framework is meant to prevent.

What this pattern reveals is not merely a drafting problem it reflects a deeper difficulty in Indian arbitration law with translating legislative intent into workable legal rules. Until Section 42A is strengthened with a clear definition of confidential information, express remedies for breach, well-defined exceptions, and an obligation that expressly binds the tribunal, it will continue to be a provision that promises more than it delivers.

2.5 Confidentiality as a Hindrance Where the Framework Fails in Practice

The structural deficiencies of Section 42A produce practical consequences that directly impede the effective conduct of arbitration in India. Section 42A's failure to engage with the doctrine of separability in the confidentiality context is particularly significant. The doctrine of separability which treats the arbitration clause as an independent agreement capable of surviving the termination, breach, or invalidity of the main contract was considered by the Supreme Court in *S.B.P. & Co. v. Patel Engineering Ltd.*,⁹ which produced delay, uncertainty, and a creeping judicial presence in proceedings that were meant to be self-contained.

Section 42A is silent on the duration and survival of the confidentiality obligation it imposes. It says nothing about whether the duty continues after proceedings are concluded, whether it binds parties who successfully challenge an award, or whether it applies to proceedings that are subsequently found to have been conducted under an invalid arbitration agreement. Until these gaps are closed, Section 42A will continue to function as an impediment disguised as a safeguard.

3. SECTION 42A AND THE MOVE TOWARDS A CONFIDENTIALITY FRAMEWORK: AN ASSESSMENT

⁸ *State of Maharashtra v. M/s. Hindustan Construction Company Ltd.* (2010) 4 SCC 518.

⁹ *S.B.P. & Co. v. Patel Engineering Ltd.* (2005) 8 SCC 618.

3.1 Overcoming the Legacy of Statutory Silence

For much of its legislative history, Indian arbitration law treated confidentiality the way a contract treats a term that everyone assumes but nobody writes down. The insertion of Section 42A through the 2019 amendment was an important corrective step. In this respect, the provision performed a function analogous to that performed by the BALCO judgment¹⁰ in the context of the seat-venue distinction bringing an end to the doctrinal confusion generated by *Bhatia International* and its progeny.

What Section 42A achieved, above all else, was a change in the default position. Before 2019, the starting point in any analysis of confidentiality in Indian arbitration was absence the Act said nothing, and everything turned on what could be implied or agreed. After 2019, the starting point is statutory recognition confidentiality is now a legal duty imposed by the Act itself, independent of what the parties have or have not agreed. That shift in the default position is not a minor technical development.

3.2 The Limits of Section 42A: An Incomplete Framework

Acknowledging the significance of Section 42A as a corrective step should not obscure the extent to which it falls short of the framework that a serious confidentiality obligation requires. The provision suffers from structural deficiencies that significantly limit its practical effectiveness. The most fundamental of these is the absence of any definition of 'confidential information.' A statutory duty of confidentiality that does not specify what it protects is, in practical terms, a duty of uncertain scope one that parties, counsel, and tribunals cannot apply with any consistency and that courts cannot enforce with any predictability.

The provision's failure to expressly bind the arbitral tribunal remains, perhaps, its most difficult omission to justify. The tribunal is not peripheral to the arbitral proceedings it is their centre. It receives the most sensitive evidence, hears the most candid arguments, and deliberates on the outcome that the parties have entrusted to it. That the body most deeply acquainted with the confidential information at the heart of the dispute should not be expressly subject to the duty of confidentiality that Section 42A imposes is a structural inconsistency that no purposive reading of the provision can entirely resolve.

¹⁰ Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc. (BALCO) (2012) 9 SCC 552.

3.3 Judicial and Institutional Developments Supplementing Section 42A

Notwithstanding the limitations of Section 42A, Indian courts have shown an increasing willingness to interpret the confidentiality framework in a manner that gives it greater practical force. The Supreme Court's interventions in cases such as *Vidya Drolia v. Durga Trading Corporation*¹¹ and *Garware Wall Ropers Ltd. v. Coastal Marine Constructions and Engineering Ltd.*¹² reflected a judicial commitment to giving legislative intent its fullest effect.

In *State of Jharkhand v. M/s. HSS Integrated SDN*,¹³ the court laid down that when two views are possible in a case, the Court should not interfere with the reasonable view taken by an arbitral tribunal a principle that indirectly supports the integrity and privacy of arbitral deliberations.

At the institutional level, leading Indian arbitral institutions have begun incorporating more detailed confidentiality provisions into their rules, supplementing the gaps that Section 42A leaves behind. However, as the Supreme Court observed in *Hindustan Construction Co. Ltd. v. Union of India*,¹⁴ legislative provisions that create procedural uncertainty and delay are contrary to the purpose of the Act. The patchwork nature of India's current confidentiality regime part statute, part judicial development, part institutional rule is itself a source of uncertainty that a comprehensive legislative reform would resolve.

4. CONCLUSION

"Confidentiality is not a privilege of arbitration it is a precondition to its integrity. Without it, the private forum that parties bargained for becomes indistinguishable from the public litigation they sought to avoid."

4.1 Findings

Confidentiality in arbitration is, much like judicial intervention, a double-edged consideration. Properly recognized, clearly defined, and effectively enforced, it is one of arbitration's greatest strengths a protection that enables candid participation, preserves commercial relationships,

¹¹ *Vidya Drolia and Ors. v. Durga Trading Corporation* (2021) 2 SCC 1.

¹² *Garware Wall Ropers Ltd. v. Coastal Marine Constructions and Engineering Ltd.* Civil Appeal No. 3631 of 2019.

¹³ *State of Jharkhand v. M/s. HSS Integrated SDN and Anr.* (2019).

¹⁴ *Hindustan Construction Co. Ltd. and Anr. v. Union of India and Ors.* (2019).

and gives parties the private forum that is central to arbitration's identity as a distinct mode of dispute resolution. Left undefined, unenforced, and structurally incomplete, it becomes something far less useful: a statutory gesture that creates the appearance of protection without delivering its substance.

This article has argued that confidentiality in Indian arbitration today occupies precisely that uncomfortable middle ground. The insertion of Section 42A through the Arbitration and Conciliation (Amendment) Act, 2019 was a meaningful and long-overdue development the first time that Indian arbitration law expressly acknowledged confidentiality as a legal obligation. The structural deficiencies identified in Section 42A are substantive gaps that go to the heart of whether the provision can do what it was designed to do. Jurisdictions such as England, Australia, Singapore, and France have developed confidentiality frameworks that are considerably more sophisticated than India's current regime. Leading arbitral institutions the ICC, the LCIA, the SIAC have incorporated detailed confidentiality provisions into their rules that address the questions Section 42A leaves open. As noted by the Law Commission of India in its 246th Report,¹⁵ effective arbitration reform requires not merely the statement of principles but the provision of workable mechanisms for their enforcement.

4.2 Suggestions and Way Forward

The findings of this article point toward a clear reform agenda. First and most urgently, Section 42A requires a definitional framework that specifies the scope of 'confidential information' with sufficient precision to provide meaningful guidance to parties, counsel, tribunals, and courts.

Second, the provision must be amended to expressly bind the arbitral tribunal. The tribunal's exclusion from the current text of Section 42A is indefensible as a matter of principle and untenable as a matter of practice.

Third, Section 42A must prescribe specific remedies for breach of the confidentiality obligation remedies that are tailored to the arbitral context, that can be obtained swiftly, and that provide genuine deterrence against disclosure. The availability of injunctive relief, damages, and cost sanctions should be expressly provided for, rather than left to the general law.

¹⁵ Law Commission of India, '246th Report on Amendments to the Arbitration and Conciliation Act 1996' (2014).

Fourth, the permissible exceptions to confidentiality must be articulated with clarity and accompanied by appropriate procedural safeguards. The circumstances in which disclosure may be required enforcement proceedings, regulatory oversight, judicial review, public interest considerations in disputes involving state entities should be defined by the statute, not left to case-by-case judicial determination.

Finally, India's institutional arbitral rules must be developed in a manner that supplements and strengthens the statutory framework, particularly for ad hoc arbitrations where institutional rules offer no assistance. The Arbitration Council of India, once fully operational, has an important role to play in driving the standardization and strengthening of confidentiality provisions across India's arbitral landscape.

Confidentiality in Indian arbitration is neither myth nor reality it is a work in progress. The 2019 amendment laid the foundation; the task now is to build on it with the rigour, precision, and legislative commitment that the principle deserves. India's ambitions as an international arbitration hub depend, in no small measure, on its ability to assure parties that what happens in their arbitration will stay there. Until the law can make that assurance with confidence, those ambitions will remain, like confidentiality itself, only partially fulfilled.

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