

Part I, Chapter V - Conduct of arbitral proceedings

Convert the clause and procedural order into a calendar, pleadings/evidence protocol and fair-hearing record.

Reviewed through 2026-07-18

Authors: CA Nikhil Gupta and Kajri Singh

India-first professional reference

Source status: Current architecture and amendment footnotes are mapped to the official India Code consolidation marked "As on 1 June 2026". This page is a detailed implementation publication, not a substitute for the signed Gazette, event-date law, applicable High Court rules or matter-specific advice. Open official Act PDF.

Dedicated Finin2min Summary - Chapter in 2 Minutes

- Convert the clause and procedural order into a calendar, pleadings/evidence protocol and fair-hearing record.
- Use the current India Code consolidation as on 1 June 2026 together with amendment footnotes and event-date law.
- Convert every section into an owner, deadline, evidence and remedy control.
- Separate seat, venue, governing law, court and institutional rules.
- Do not treat arbitration as a substitute for proof of contract, performance, authority, loss or limitation.

Section-by-section provision map

Provision / gate	Statutory focus	Finin2min decode	Implementation	Evidence / control
Section 18	Equal treatment of parties.	Section 18 addresses equal treatment of parties.	Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.	Current source, contract, authority, notices, procedural record and outcome evidence.
Section 19	Determination of rules of procedure.	Section 19 affects time or procedural status: Determination of rules of procedure.	Record trigger date, service, suspension/ termination, consequence and next deadline.	Chronology, notice, order and limitation sheet.
Section 20	Place of arbitration.	Section 20 addresses place of arbitration.	Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.	Current source, contract, authority, notices, procedural record and outcome evidence.
Section 21	Commencement of arbitral proceedings.	Unless agreed otherwise, arbitration commences when the respondent receives a request to refer the dispute to arbitration.	State disputes, clause and reference demand clearly; prove receipt and separately calculate cause-of-action limitation.	Section 21 notice, annexures, delivery evidence and limitation memo.
Section 22	Language.	Section 22 controls procedure or proof: Language.	Translate the provision into a procedural order, production/witness plan and auditable service record.	Pleadings, procedural orders, evidence index, transcript and service proof.
Section 23				

Provision / gate	Statutory focus	Finin2min decode	Implementation	Evidence / control
	Statements of claim and defence.	Controls claim, defence and counterclaim pleadings; current law imposes a completion period subject to the statutory wording.	Use a pleading matrix with jurisdiction, facts, relief, calculations, evidence, counterclaim and amendment control.	Claim/defence, chronology, quantum model and document index.
Section 24	Hearings and written proceedings.	Section 24 controls procedure or proof: Hearings and written proceedings.	Translate the provision into a procedural order, production/witness plan and auditable service record.	Pleadings, procedural orders, evidence index, transcript and service proof.
Section 25	Default of a party.	Section 25 addresses default of a party.	Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.	Current source, contract, authority, notices, procedural record and outcome evidence.
Section 26	Expert appointed by arbitral tribunal.	Section 26 addresses expert appointed by arbitral tribunal.	Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.	Current source, contract, authority, notices, procedural record and outcome evidence.
Section 27	Court assistance in taking evidence.	Section 27 controls procedure or proof: Court assistance in taking evidence.	Translate the provision into a procedural order, production/witness plan and auditable service record.	Pleadings, procedural orders, evidence index, transcript and service proof.

Finin2min clause-by-clause decode

Section 18 - Equal treatment of parties.

Section 18 addresses equal treatment of parties.

Implementation: Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.

Evidence: Current source, contract, authority, notices, procedural record and outcome evidence.

Section 19 - Determination of rules of procedure.

Section 19 affects time or procedural status: Determination of rules of procedure.

Implementation: Record trigger date, service, suspension/termination, consequence and next deadline.

Evidence: Chronology, notice, order and limitation sheet.

Section 20 - Place of arbitration.

Section 20 addresses place of arbitration.

Implementation: Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.

Evidence: Current source, contract, authority, notices, procedural record and outcome evidence.

Section 21 - Commencement of arbitral proceedings.

Unless agreed otherwise, arbitration commences when the respondent receives a request to refer the dispute to arbitration.

Implementation: State disputes, clause and reference demand clearly; prove receipt and separately calculate cause-of-action limitation.

Evidence: Section 21 notice, annexures, delivery evidence and limitation memo.

Section 22 - Language.

Section 22 controls procedure or proof: Language.

Implementation: Translate the provision into a procedural order, production/witness plan and auditable service record.

Evidence: Pleadings, procedural orders, evidence index, transcript and service proof.

Section 23 - Statements of claim and defence.

Controls claim, defence and counterclaim pleadings; current law imposes a completion period subject to the statutory wording.

Implementation: Use a pleading matrix with jurisdiction, facts, relief, calculations, evidence, counterclaim and amendment control.

Evidence: Claim/defence, chronology, quantum model and document index.

Section 24 - Hearings and written proceedings.

Section 24 controls procedure or proof: Hearings and written proceedings.

Implementation: Translate the provision into a procedural order, production/witness plan and auditable service record.

Evidence: Pleadings, procedural orders, evidence index, transcript and service proof.

Section 25 - Default of a party.

Section 25 addresses default of a party.

Implementation: Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.

Evidence: Current source, contract, authority, notices, procedural record and outcome evidence.

Section 26 - Expert appointed by arbitral tribunal.

Section 26 addresses expert appointed by arbitral tribunal.

Implementation: Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.

Evidence: Current source, contract, authority, notices, procedural record and outcome evidence.

Section 27 - Court assistance in taking evidence.

Section 27 controls procedure or proof: Court assistance in taking evidence.

Implementation: Translate the provision into a procedural order, production/witness plan and auditable service record.

Evidence: Pleadings, procedural orders, evidence index, transcript and service proof.

Finin2min implementation explanation

Create one matter control sheet containing clause, seat, governing law, institution/rules, tribunal, court, claims, counterclaims, limitation, procedural calendar, budget, evidence, settlement authority and source version. Assign business, legal, finance and document owners.

Practical examples and calculations

- **Section 18:** Example control: for section 18, prepare a fact-to-provision matrix for equal treatment of parties, identify evidence for every condition and separately calculate time, principal, interest, fee, cost or security from source records.
- **Section 19:** Example control: for section 19, prepare a fact-to-provision matrix for determination of rules of procedure, identify evidence for every condition and separately calculate time, principal, interest, fee, cost or security from source records.
- **Section 20:** Example control: for section 20, prepare a fact-to-provision matrix for place of arbitration, identify evidence for every condition and separately calculate time, principal, interest, fee, cost or security from source records.
- **Section 21:** A claim accrued on 15 January. The section 21 notice is received on 10 December. The limitation model records accrual, acknowledgements, contractual cure period and the precise receipt evidence; it does not treat negotiation emails as automatic limitation extensions.
- **Section 22:** Example control: for section 22, prepare a fact-to-provision matrix for language, identify evidence for every condition and separately calculate time, principal, interest, fee, cost or security from source records.

Quantum framework: separate principal, admitted amount, disputed amount, set-off/counterclaim, contractual/statutory interest, tax, costs, security, payments and mitigation. Preserve a reproducible spreadsheet and source documents.

Practical transaction application

At contract stage, define scope, seat/venue, governing law, institution/rules, tribunal number/appointment, language, notices, interim relief, confidentiality, consolidation/joiner, emergency relief, costs and survival. Link performance, acceptance, price, tax and change-control records to the dispute clause.

Authority, consent and execution controls

Verify legal entity, board/partner/delegated authority, power of attorney, notice authority, arbitrator appointment authority, pleading affidavit, settlement limits and payment/security approval. Preserve changes in directors/partners and insolvency status.

Stamp duty and registration alerts

The arbitration agreement may be in a stamped instrument. Under current Supreme Court law, stamping defects require a curative statutory process and do not by themselves erase the arbitration agreement; however admissibility, impounding, State rates and the underlying transaction still require current jurisdiction-specific review. Awards and settlements may also attract stamp/registration consequences by subject matter and State law.

Evidence and document-retention checklist

Maintain legal hold, originals register, immutable exports, metadata, contract versions, notices/service, procedural orders, pleadings, document production, witness/expert files, transcripts, award, court records, security/payment and source-version hashes. Retention continues through challenge, enforcement and limitation.

- Executed contract and amendments
- Clause/rules version
- Authority and power of attorney
- Notices and service evidence
- Chronology and limitation sheet
- Invoices, delivery and GST records
- Pleadings and procedural orders
- Document production index
- Witness and expert files
- Hearing transcript/record
- Award/settlement and delivery
- Court, security and payment records

Performance, delivery and payment controls

Tie obligations to deliverables, acceptance criteria, change orders, certification, invoices, tax documents, payment milestones, retention, liquidated damages and cure notices. Quantify admitted, disputed, set-off and counterclaim amounts separately.

Breach, loss, mitigation and remedy framework

Stop avoidable loss, preserve evidence, serve contract/statutory notices, offer cure where required, mitigate, secure assets/evidence, quantify causation/remoteness, choose interim relief and maintain consistent civil/arbitration/insolvency strategy.

Limitation and forum controls

Use separate clocks for cause of action, contractual notice/cure, section 21 commencement, section 11 petition, pleadings, award, section 33, section 34, section 37, enforcement, foreign-award objections and insolvency. Confirm exclusion, acknowledgement and court holidays from current law.

Arbitration and mediation interface

Arbitration, conciliation and mediation are distinct. Define when negotiation/mediation pauses or does not pause limitation, how settlements are authenticated, and how court/tribunal proceedings are stayed, withdrawn or converted into an award/settlement order.

Company, partnership, GST and tax overlays

Companies/LLP/partnership law controls authority and liability; GST/income tax affects invoice evidence, damages, interest, withholding and settlements; FEMA governs cross-border payment/award remittance; IBC may impose moratorium and claim filing; accounting standards govern provisions, contingent liabilities and award recognition.

Chapter-specific decision flowchart

Part I, Chapter V - Conduct of arbitral proceedings - decision flow



At each gate: verify current law, authority, limitation, evidence, quantum, remedy and cross-law overlays.

Finin2min Q&A

Is venue always the legal seat?

No. The clause, institutional rules and surrounding language must be analysed; the legal seat determines curial law and supervisory court.

Does filing a section 34 petition automatically stay enforcement?

No. A separate stay application/order is required under section 36, subject to the current statutory provisos.

Can an interested party unilaterally appoint the sole arbitrator?

Current Supreme Court neutrality jurisprudence makes such mechanisms high risk or invalid; use a neutral appointment process.

Does an unstamped contract make the arbitration clause non-existent?

Current Supreme Court law treats stamping as a curable issue and preserves separability; State stamp procedure and admissibility still require compliance.

Can a section 34 court re-hear the merits?

No. The court applies statutory grounds and current Supreme Court law; it is not a regular appeal.

Does negotiation automatically stop limitation?

No. Use a written standstill where lawful and calculate limitation under the Act, Limitation Act, acknowledgements and exclusions.

Can foreign awards be refused because the court disagrees with the facts?

Ordinarily no. Part II provides limited refusal grounds and excludes a merits review.

Should settlement authority be assumed from litigation authority?

No. Obtain specific board/partner/delegated authority and document tax, payment, release and default consequences.