

Part II, Chapter I - New York Convention awards

Verify convention territory, commercial reservation, authenticated award/agreement, translation and the limited refusal grounds.

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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

- Verify convention territory, commercial reservation, authenticated award/agreement, translation and the limited refusal grounds.
- 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 44	Definition.	Section 44 addresses definition.	Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.	Current source, contract, authority, notices, procedural record and outcome evidence.
Section 45	Power of judicial authority to refer parties to arbitration.	Judicial authority refers parties in a New York Convention matter unless the agreement is null, void, inoperative or incapable of performance.	Verify Part II agreement, notified territory/commercial relationship and narrow referral objections.	Agreement, governing law, seat, treaty status and court record.
Section 46	When foreign award binding.	Section 46 governs award, money or cost consequences: When foreign award binding.	Separate claim, counterclaim, principal, interest, cost, tax, payment and enforceability.	Quantum model, invoices, award/ order and payment/security records.
Section 47	Evidence.	Section 47 controls procedure or proof: Evidence.	Translate the provision into a procedural order, production/witness plan and auditable service record.	Pleadings, procedural orders, evidence index, transcript and service proof.
Section 48	Conditions for enforcement of foreign awards.	Sets limited grounds to refuse New York Convention award enforcement, including incapacity, notice, scope, composition/procedure, award status, arbitrability and public policy.	Create a defence matrix tied to authenticated evidence; do not re-argue merits.	Award/ agreement, seat-law orders, service, tribunal record, translation and fraud/public-policy proof.
Section 49				

Provision / gate	Statutory focus	Finin2min decode	Implementation	Evidence / control
	Enforcement of foreign awards.	Section 49 governs award, money or cost consequences: Enforcement of foreign awards.	Separate claim, counterclaim, principal, interest, cost, tax, payment and enforceability.	Quantum model, invoices, award/ order and payment/security records.
Section 50	Appealable orders.	Section 50 governs court/ forum intervention: Appealable orders.	Identify permitted application/appeal, competent forum, seat/territory, timing and relief.	Court history, seat note, pleadings and order.
Section 51	Saving.	Section 51 addresses saving.	Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.	Current source, contract, authority, notices, procedural record and outcome evidence.
Section 52	Chapter II not to apply.	Section 52 addresses chapter ii not to apply.	Identify actor, trigger, conditions, provisos, exceptions, consequence and linked provisions before acting.	Current source, contract, authority, notices, procedural record and outcome evidence.

Finin2min clause-by-clause decode

Section 44 - Definition.

Section 44 addresses definition.

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 45 - Power of judicial authority to refer parties to arbitration.

Judicial authority refers parties in a New York Convention matter unless the agreement is null, void, inoperative or incapable of performance.

Implementation: Verify Part II agreement, notified territory/commercial relationship and narrow referral objections.

Evidence: Agreement, governing law, seat, treaty status and court record.

Section 46 - When foreign award binding.

Section 46 governs award, money or cost consequences: When foreign award binding.

Implementation: Separate claim, counterclaim, principal, interest, cost, tax, payment and enforceability.

Evidence: Quantum model, invoices, award/order and payment/security records.

Section 47 - Evidence.

Section 47 controls procedure or proof: 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.

Section 48 - Conditions for enforcement of foreign awards.

Sets limited grounds to refuse New York Convention award enforcement, including incapacity, notice, scope, composition/procedure, award status, arbitrability and public policy.

Implementation: Create a defence matrix tied to authenticated evidence; do not re-argue merits.

Evidence: Award/agreement, seat-law orders, service, tribunal record, translation and fraud/public-policy proof.

Section 49 - Enforcement of foreign awards.

Section 49 governs award, money or cost consequences: Enforcement of foreign awards.

Implementation: Separate claim, counterclaim, principal, interest, cost, tax, payment and enforceability.

Evidence: Quantum model, invoices, award/order and payment/security records.

Section 50 - Appealable orders.

Section 50 governs court/forum intervention: Appealable orders.

Implementation: Identify permitted application/appeal, competent forum, seat/territory, timing and relief.

Evidence: Court history, seat note, pleadings and order.

Section 51 - Saving.

Section 51 addresses saving.

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 52 - Chapter II not to apply.

Section 52 addresses chapter ii not to apply.

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

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

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 44:** Example control: for section 44, prepare a fact-to-provision matrix for definition, identify evidence for every condition and separately calculate time, principal, interest, fee, cost or security from source records.
- **Section 45:** Example control: for section 45, prepare a fact-to-provision matrix for power of judicial authority to refer parties to arbitration, identify evidence for every condition and separately calculate time, principal, interest, fee, cost or security from source records.
- **Section 46:** Example control: for section 46, prepare a fact-to-provision matrix for when foreign award binding, identify evidence for every condition and separately calculate time, principal, interest, fee, cost or security from source records.
- **Section 47:** Example control: for section 47, prepare a fact-to-provision matrix for evidence, identify evidence for every condition and separately calculate time, principal, interest, fee, cost or security from source records.
- **Section 48:** A foreign award file includes authenticated award and agreement, certified translation, seat-law status and service record. The respondent objection is tested against each section 48 ground, not against alleged factual errors in the merits.

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 II, Chapter I - New York Convention awards - 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.