

# Pleadings, evidence and hearing master

Procedural order, claim/defence, document production, witness/expert evidence, hearing and default.

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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

- Procedural order, claim/defence, document production, witness/expert evidence, hearing and default.
- Use a single source-controlled matter file.
- Assign business, legal, finance, tax and document owners.
- Preserve event-date law and procedural chronology.
- Close only after award/settlement, accounting, tax, payment and retention controls are complete.

## Section-by-section provision map

| Provision / gate | Statutory focus             | Finin2min decode                      | Implementation | Evidence / control |
|------------------|-----------------------------|---------------------------------------|----------------|--------------------|
| Gate 1           | Agreement and arbitrability | Valid written clause, consent, scope, |                |                    |

| Provision / gate | Statutory focus                  | Finin2min decode                                                      | Implementation                                     | Evidence / control                    |
|------------------|----------------------------------|-----------------------------------------------------------------------|----------------------------------------------------|---------------------------------------|
|                  |                                  | parties and arbitrable subject matter.                                | Clause memo and party/transaction evidence.        | Contract, amendments, communications. |
| Gate 2           | Seat, forum and rules            | Seat drives curial law/court; venue alone may not.                    | Record express language and institutional edition. | Clause, rules and jurisdiction note.  |
| Gate 3           | Notice and limitation            | Contract notice, section 21 receipt and claim clocks.                 | Calendar every claim/counterclaim.                 | Notices, service, chronology.         |
| Gate 4           | Tribunal and independence        | Appointment procedure, eligibility and disclosures.                   | Conflict screen and post-dispute waiver control.   | Disclosure, appointment, challenge.   |
| Gate 5           | Procedure and evidence           | Fair hearing, pleadings, documents, witnesses and expert proof.       | Procedural order and evidence matrix.              | Pleadings, exhibits, transcript.      |
| Gate 6           | Award, challenge and enforcement | Reasons, interest/ costs, correction, limitation, stay and execution. | Post-award action plan on receipt.                 | Award, court and execution records.   |

## Finin2min clause-by-clause decode

### Gate 1 - Agreement and arbitrability

Valid written clause, consent, scope, parties and arbitrable subject matter.

**Implementation:** Clause memo and party/transaction evidence.

**Evidence:** Contract, amendments, communications.

## **Gate 2 - Seat, forum and rules**

Seat drives curial law/court; venue alone may not.

**Implementation:** Record express language and institutional edition.

**Evidence:** Clause, rules and jurisdiction note.

## **Gate 3 - Notice and limitation**

Contract notice, section 21 receipt and claim clocks.

**Implementation:** Calendar every claim/counterclaim.

**Evidence:** Notices, service, chronology.

## **Gate 4 - Tribunal and independence**

Appointment procedure, eligibility and disclosures.

**Implementation:** Conflict screen and post-dispute waiver control.

**Evidence:** Disclosure, appointment, challenge.

## **Gate 5 - Procedure and evidence**

Fair hearing, pleadings, documents, witnesses and expert proof.

**Implementation:** Procedural order and evidence matrix.

**Evidence:** Pleadings, exhibits, transcript.

## **Gate 6 - Award, challenge and enforcement**

Reasons, interest/costs, correction, limitation, stay and execution.

**Implementation:** Post-award action plan on receipt.

**Evidence:** Award, court and execution records.

## Finin2min implementation explanation

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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

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- Procedural order, claim/defence, document production, witness/expert evidence, hearing and default.
- Create a transaction-specific chronology, authority matrix, quantum sheet and source register before applying this module.

**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

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

## Authority, consent and execution controls

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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

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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

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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

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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

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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

### Pleadings, evidence and hearing master - 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.