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Interim award under ADR- Comparison of sections 9 and 17 of the Arbitration and Conciliation Act with respect to Domestic Arbitration.

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Abstract:

One of the simplest way to reduce the burden of the overloaded court is to go for the alternative dispute resolution system where the parties get party autonomy and can settle the dispute in a speedy manner by an unbiased person in a judicial manner. In small matter, there is no problem in settling the dispute but when the matter is important and there are chances that the parties will suffer some kind of loss if no interim relief is granted to them and will cause a grave injustice, the Arbitration and Conciliation Act has provided two sections namely section 9 and 17 which gives the power to court and arbitral tribunal to grant the interim relief so that the party may suffer grave loss. Though the court has to follow the settled principles while granting the interim relief but not to follow the stringent procedure as enshrined in the Civil Procedure Code.

Keywords: Interim Relief, Arbitration, Relief by court, relief by arbitral tribunal

Definitions:

Arbitration[1]:

Means any arbitration whether or not administered by a permanent arbitral institution

Arbitrator:

The term is not defined in the Arbitration and Conciliation Act 1996 but means any third person who is impartial to settle the dispute between two parties

Arbitral Tribunal[2]:

Means, a sole arbitrator or a panel of arbitrators

Arbitration Agreement[3]

Means, an agreement referred to in Section 7[4]

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[1] Section 2(a) of the Arbitration and Conciliation Act 1996
[2] Section 2 (d) of the Arbitration and Conciliation Act 1996
[3] Section 2 (b))of the Arbitration and Conciliation Act 1996
[4] Arbitration and Conciliation Act 1996

Section 7 reads as follows of A&C act 1996 –

"Arbitration Agreement" means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing.

(4) An arbitration agreement is in writing if it is contained in

(a) a document signed by the parties;

(b) an exchange of letters, telex, telegrams or other means of telecommunication 1[including communication through electronic means] which provide a record of the agreement; or

(c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

(5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract

Court:

Means – The principal Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject matter of the arbitration if the same had been the subject matter of a suit, but does not include any civil court of a grade inferior to such principal Civil Court, or any Court of Small Causes[5]

Introduction:

One of the oldest system of dispensing justice is the court system wherein the people will approach the courts for delivering justice to them and they wait for the deliverance of justice. Sometimes it may happen that the party who has initiated the process is no more and his/her second generation will succeed in the case and become the parties to the suit. This is the system and one can't blame the system because there is a huge number of cases that is pending before the court and the court has got scarcity of time to dispose of the cases in due course of time. Due to the change in time and technology et al, the number of disputes has increased tremendously and courts are not in a position to deal with all the cases. Hence there is a delay in dispensing justice. Once delayed in justice it will take time to resolve the matter before the court.

Some of the modes of dispensing justice other than the conventional system are as follows:

Alternative Dispute Resolution

This is popularly known as ADR wherein the parties to the dispute will appoint an arbitrator who is an impartial person and is not interested in the case and decided the dispute and finally delivers the award to the parties to the dispute. The whole process is decided by the parties and accordingly, the proceedings will take place. Under the Indian system, this is a valid one. The award given by the arbitrator is binding upon the parties to the dispute. Appeal lies for the award pronounced by the arbitrator.

Mediation

Unlike the arbitration here instead of appointing the arbitrator the parties will appoint a mediator who will act as a mediator for the parties and will try to solve the dispute between the parties to the dispute. Here the main role of mediator is that s/he has to settle the matter of dispute in an amicable way so that the relationship is not being

[5] Section 2(1)(e) of the Arbitration and Conciliation Act

hampered between the parties to the dispute. The award given by the mediator is not binding upon the parties to the dispute

Conciliation

Another mode of settling of dispute is the conciliation method where the parties to the dispute will appoint a conciliator who will take initiative to resolve the dispute that is brought before him. Here the number of conciliators can either be an odd or even number. There is no fixed rule like arbitration for the number of conciliators. The award given by the conciliator is binding upon the parties to the dispute.

Lok Adalat Proceeding

The English name for Lok Adalat is Peoples Court where the parties to the suit who have filed their matter before the court and is of the opinion that they should resolve the matter by way of compromise then they opt for this kind of settlement and the court directs the parties to settle the dispute through the Lok Adalat and get the finality of the award. The best thing in this type of dispute resolution is that there lies no appeal once the award is given by the Lok Adalat. One can file appeal only for correctional matter and not any appeal like other dispute resolution methods.

Mediation- Arbitration

A hybrid form of dispute settlement wherein the parties will first go for the mediation process and if the mediation fails then they opt to Arbitration and try to settle the dispute through the arbitration system.

Court Annexed Arbitration

In a court annexed arbitration, the court will initiate and makes the parties to agree for the arbitration so the parties can settle the dispute in a amicable way and speedy manner. Here the parties do want to find the place for having the conduct of arbitration.

Main Text:

One of the main provisions that is enshrined in our constitution is the speedy dispensation of justice and justice should be seen rather than done. In order to uphold this expectation of the people there are other modes of dispensing of justice than the traditional/ conventional system of delivering of justice to the parties of disputes. These are called as Alternative Dispute Settlement System. Here the parties will be submitting the application of adjudication to the arbitrator/mediator/ conciliator in an unbiased manner with the principles of justice and equity and the rules of natural justice are being followed. The parties will refer the matter to the Ad-Hoc Arbitrational process or to a tribunal i.e. the institutionalized arbitration process, for the disposing of the issue on the subject matter, and the institutional through their arbitrators/ conciliators will dispose off the disputes which are agreeable to the parties.

Earlier the parties to the disputes were in a dilemma as to whether they would get any kind of interim relief from the court or from the arbitrator. Now the position is very much clear that the parties can get interim relief from the court or from the arbitrator if there are circumstances that match with the situation where interim relief has to be granted. Under disputes, before, during or at the end, the parties to the dispute if the matter is such that if interim measures are not provided to the parties, then there will be a huge miscarriage of justice system can apply for interim measures to the court or the tribunal/ arbitrators. The court/ arbitral tribunal after considering the situation has got the power to give interim relief to the parties whosoever has asked.

The term award is not defined in the Arbitration and Conciliation Act 1996 nor its being defined in its predecessor's acts. As per section 2(e) of the Arbitration and Conciliation Act the term award is defined as an arbitral award includes an interim award. Here the term interim award and the award is not precisely defined and one cannot understand that what should be there in the interim award or when it can be given before the latest amendment was made in the act.

If we look at the predecessors of the Arbitration and Conciliation Act then we can see that there were such provisions of the interim measures for the parties who approach for the settlement of the dispute through the Arbitration or conciliation process but it was very limited in nature. The scope was not a wide one as it is of today.

Section 27 OF A & C 1940 says as follows- Unless a different intention appears to the arbitration agreement the arbitrator or the umpire may, if they think fit, make an interim award.

Sub-section 2 of section 27 says that all references in this to an award shall include reference to the interim award made under subsection 2.

If we look at this provision then it's not clear as to when the interim award should be awarded by the arbitrator. What are the specific grounds that the arbitrator or the umpire should consider while dealing with the matter of interim award? Again, if see that the agreement should contain the power to give the interim award by the arbitrator or the umpire. If there is a clause contrary to the agreement then the arbitrator/ umpire is not bound to give the interim award to the parties of dispute.

In the case of McDermott International Inc. v. Burn Standard Co. Ltd[6]., the supreme court has emphasized that the term interim award is different from the term interim order, in as much as the interim award has been held to be a final award.

In order to protect the interest of the parties to the dispute the act was amended so that the interest of the parties- before, during, and after the commencement of the arbitral proceeding the power to grant interim relief was included in the act. This is a huge relief to the parties to the dispute.

Kinds of award under the Arbitration and Conciliation Act:

Before we proceed with the interim award and the details of first lets know the types of award that are there in the arbitration and conciliation act. Though not specifically specified under the act but usually we can find the below mentioned awards that are being awarded by the arbitral tribunal. The following are the award coming under the Arbitration and conciliation act:

1. Interim award:
   It is the determination of any issue arising out of the main dispute. It is a temporary arrangement to satisfy a party and is subject to the final award.
2. Additional award:
   As per section 33 of the Arbitration and Conciliation Act, if the parties find that certain claims have been missed out by the arbitral tribunal and they were present in the proceedings then it can after notifying other parties, make a request to the arbitral tribunal to make an additional award and cover the claims which have been left
3. Settlement award:
   This kind of award is made if the parties agree on certain terms of the settlement. As per Section 30 of the Act, the arbitral tribunal may use any method of dispute resolution like mediation, conciliation or negotiation to bring a settlement between the parties.
4. Final award:
   The award finally determines all the issues in a dispute. It is conclusive unless set aside by courts and binding on the parties.

From the above we came across the various types of award that the arbitral tribunal can award. The question that is posed here is about the interim award that the arbitrator/ tribunal awards to party who seeks it from the arbitrator/ tribunal. Earlier it was a question that whether interim award should be granted and if so when the interim award should be granted to the parties who is seeking for it. Under the amendment act, section 9 and 17 envisages the grant of an interim award by the tribunal. Both these sections are to be read conjointly and harmoniously.

Section 9 of the Arbitration and Conciliation Act stipulates the power of the court to grant interim relief before or during the arbitral proceedings or after the passing of an arbitral award by the arbitral tribunal. Whereas section 17

[6] (2006)11SCC181

of the act says that parties may apply to the arbitral tribunal for interim relief during the arbitral proceedings. In nut-shell, the sections say the interim relief as under

Sr. No	When interim relief is available	Section No.
1	Before holding the arbitration, during the procedure, and after passing the arbitral award	Section 9
2	During the procedure	Section 17

Section 9 of the Arbitration and conciliation act 1996 as amended in 2015 gives the power to the court to grant interim relief to the parties to the dispute. Section 9 reads as follows-

A party may, before or during arbitral proceedings or at any time after the making of the arbitral award but before it is enforced in accordance with section 36, apply to a court—

(i) for the appointment of a guardian for a minor or a person of unsound mind for the purposes of arbitral proceedings; or

(ii) for an interim measure of protection in respect of any of the following matters, namely: —

(a) the preservation, interim custody, or sale of any goods which are the subject matter of the arbitration agreement;

(b) securing the amount in dispute in the arbitration;

(c) the detention, preservation, or inspection of any property or thing which is the subject matter of the dispute in arbitration, or as to which any question may arise therein and authorizing for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorizing any samples to be taken or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

(d) interim injunction or the appointment of a receiver;

(e) such other interim measure of protection as may appear to the court to be just and convenient, and the Court shall have the same power for making orders as it has for the purpose of, and in relation to, any proceedings before it.

The court has got the discretionary power to grant interim relief to the parties to the dispute and has to take consideration the following things into consideration before granting the interim relief to the parties.

- Prima facie case should exist before the tribunal
- Balance of convenience in favor of the grant of interim relief
- Irreparable injury if interim relief is not granted to the applicant

Supreme Court has categorically said in a case[7] that – "Para 48-Section 9 of the Arbitration Act confers wide power on the court to pass orders securing the amount in dispute in arbitration, whether before the commencement of the arbitral proceedings, during the arbitral proceedings or at any time after making of the arbitral award, but before its enforcement in accordance with Section 36 8 of the Arbitration Act. All that the court is required to see is, whether the applicant for interim measure has a good prima facie case, whether the balance of convenience is in favour of interim relief as prayed for being granted and whether the applicant has approached the court with reasonable expedition.

Para 49- If a strong prima facie case is made out and the balance of convenience is in favour of interim relief being granted, the court exercising power under Section 9 of the Arbitration Act should not withhold relief on the mere

[7] Essar House (P) Ltd. v. Arcellor Mittal Nippon Steel India Ltd 2022 SCC Online SC 1219 accessed through https://www.scconline.com/blog/post/2022/11/21/the-wide-scope-of-section-9-of-the-arbitration-and-conciliation-act-1996/ last accessed on 18/07/2023

technicality of absence of averments, incorporating the grounds for attachment before judgment under Order 38 Rule 5 CPC.

Order 38 Rule 5 of civil procedure code talks about attachment before judgment which is as under-

"Where defendant may be called upon to furnish security for production of property

(1) Where, at any stage of a suit, the Court is satisfied, by affidavit or otherwise, that the defendant, with intent to obstruct or delay the execution of any decree that may be passed against him,-

(a) is about to dispose of the whole or any part of his property, or

(b) is about to remove the whole or any part of his property from the local limits of the jurisdiction of the Court,

the Court may direct the defendant, within a time to be fixed by it, either to furnish security, in such sum as may be specified in the Order, to produce and place at the disposal of the Court, when required, the said property or the value of the same, or such portion thereof as may be sufficient to satisfy the decree, or to appear and show cause why he should not furnish security.

(2) The plaintiff shall, unless the court otherwise directs, specify the property required to be attached and the estimated value thereof.

(3) The Court may also in the Order direct the conditional attachment of the whole or any portion of the property so specified.

1[(4) If an Order of Attachment is made without complying with the provisions of sub-rule (1) of this rule such attachment shall be void.][8]

Para 50- Proof of actual attempts to deal with, remove or dispose of the property with a view to defeat or delay the realization of an impending arbitral award is not imperative for the grant of relief under Section 9 of the Arbitration Act. A strong possibility of diminution of assets would suffice. To assess the balance of convenience, the court is required to examine and weigh the consequences of refusal of interim relief to the applicant for interim relief in case of success in the proceedings, against the consequence of grant of the interim relief to the opponent in case the proceedings should ultimately fail."

Hence the contention whether the civil procedure code will be applicable to the arbitration and conciliation was finally resolved by the supreme court of India in the above-said case.

Further the Supreme Court in a case[9] has laid down the object of section 9 (3) –

"… to avoid courts being flooded with Section 9 petitions when an Arbitral Tribunal is constituted for two good reasons —

(i) that the clogged court system ought to be decongested; and
(ii) (ii) that an Arbitral Tribunal, once constituted, would be able to grant interim relief in a timely and efficacious manner."

Should the courts follow the rigorous procedure as enshrined in the civil procedure for the interim relief of arbitration?

Section 9 of the arbitration and conciliation confers wide power to the court for granting the interim relief to the parties to arbitration. Does this mean that while granting the interim relief they should observe all the technicalities of the civil procedure code. Here the court has to look to the basic and settled principles that are applicable for the

[8] Order 38 Rule 5 of Civil Procedure Code 1908

[9] Amazon.com NV Investment Holdings LLC v. Future Retail Ltd., (2022) 1 SCC 209. Accessed through https://www.scconline.com/blog/post/2022/11/21/the-wide-scope-of-section-9-of-the-arbitration-and-conciliation-act-1996/ last accessed on 18/07/2023

granting of interim relief. This are the principles of natural justice and one cannot deny the same. The principles are already mentioned in the article.

With regard to the technicalities the Supreme Court has pointed out in the case of Essar vs Arcellor[10] that-

> "Para 39- In deciding a petition under Section 9 of the Arbitration Act, the Court cannot ignore the basic principles of the CPC. At the same time, the power Court to grant relief is not curtailed by the rigors of every procedural provision in the CPC. In exercise of its powers to grant interim relief under Section 9 of the Arbitration Act, the Court is not strictly bound by the provisions of the CPC.
>
> Para 40- While it is true that the power under Section 9 of the Arbitration Act should not ordinarily be exercised ignoring the basic principles of procedural law as laid down in the CPC, the technicalities of CPC cannot prevent the Court from securing the ends of justice. It is well settled that procedural safeguards, meant to advance the cause of justice cannot be interpreted in such manner, as would defeat justice.
>
> Para 41- Section 9 of the Arbitration Act provides that a party may apply to a Court for an interim measure or protection inter alia to (i) secure the amount in dispute in the arbitration; or (ii) such other interim measure of protection as may appear to the Court to be just and convenient, and the Court shall have the same power for making orders as it has for the purpose of, and in relation to, any proceedings before it."

Thus, it clear that the court while granting the interim relief should follow the basic settled principles for granting the interim relief at the same should not focus on the technicities of the procedure as enshrined in the civil procedure code.

Section 17 of the Arbitration and conciliation act 1996 states about the interim relief granted by the arbitral tribunal. The section reads as follows-

(1) A party may, during the arbitral proceedings, apply to the arbitral tribunal--

(i) for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or

(ii) for an interim measure of protection in respect of any of the following matters, namely: --

(a) the preservation, interim custody or sale of any goods which are the subject matter of the arbitration agreement;

(b) securing the amount in dispute in the arbitration;

(c) the detention, preservation or inspection of any property or thing which is the subject matter of the dispute in arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

(d) interim injunction or the appointment of a receiver;

(e) such other interim measure of protection as may appear to the arbitral tribunal to be just and convenient, and the arbitral tribunal shall have the same power for making orders, as the court has for the purpose of, and in relation to, any proceedings before it.

(2) Subject to any orders passed in an appeal under section 37, any order issued by the arbitral tribunal under this section shall be deemed to be an order of the Court for all purposes and shall be enforceable under the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were an order of the Court.][11]

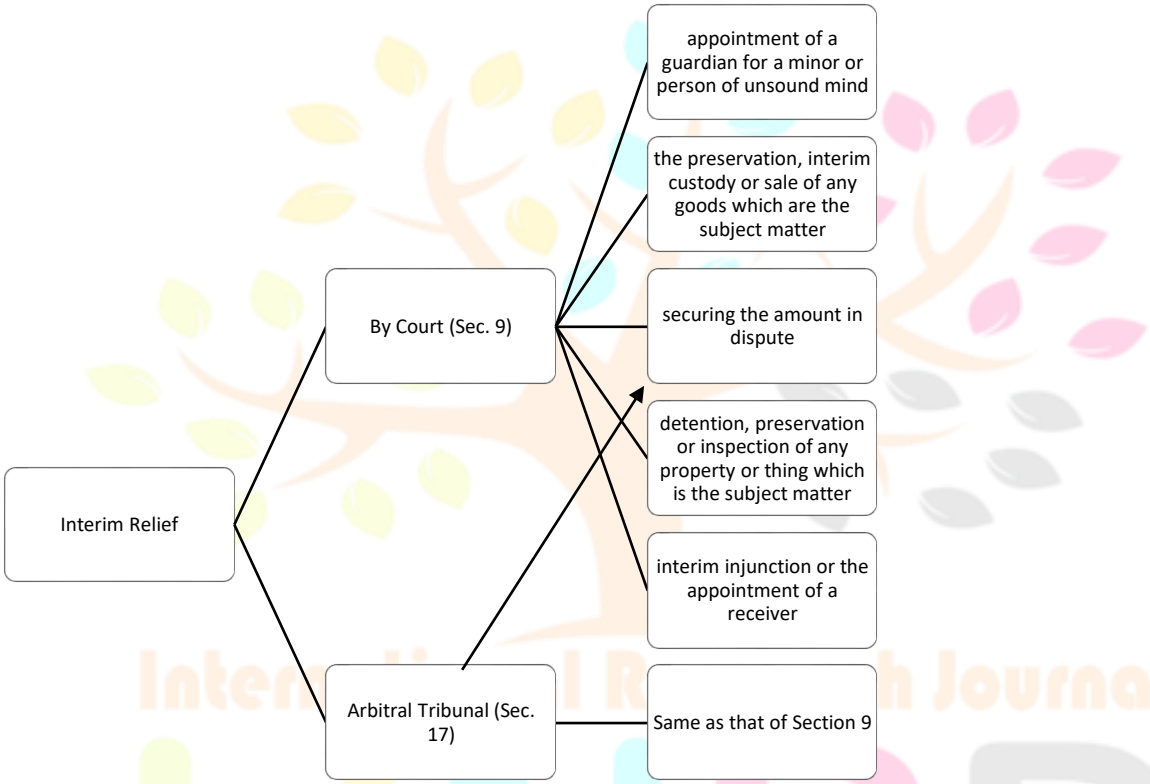
[10] https://main.sci.gov.in/supremecourt/2021/4449/4449_2021_5_1502_38169_Judgement_14-Sep-2022.pdf last accessed on 20/07/2023

[11] Section 17 of the Arbitration and conciliation act 1996 as amended by 2019

If we look at the combined provision of section 9 which talks about the power of the court to issue interim orders to the parties to the dispute of arbitral matter and section 17 of the Arbitration and conciliation act which deals with the power of the arbitral tribunal to give interim relief to the parties during the arbitral proceedings then we can see both court, as well as the arbitral tribunal, has got the same power to issue the interim relief. Both have got equal footing with regard to granting interim relief.

This is done in order to reduce the burden of the court and to achieve the objective of the arbitration and conciliation act. Further if we look to the old acts of A&C then we can find that there was constant interference of the court with the regard to the appointment and award matter in an arbitration. Hence by the amendment of 2019 the main objective of the act can be achieved by less interference of the court in the arbitral proceedings.

Earlier the courts were allowed to take evidence if the parties approach to the court for their help.



When to initiate the process of getting interim relief?

Its pertinent to note that here if the parties go the court for seeking interim measures, then it's not that the parties have already invoked the process of arbitration, and the arbitration process is in process. The Supreme Court has aptly pointed after reading section 9 that it's not necessary to start the process of arbitration to get interim relief, but even before the start of the process, the parties would get the interim relief. In the 1996 act there was no mandatory period to start the arbitration process after receiving the interim relief, but the 2015 amendment act made the period of 90 days to start the arbitration process once the interim relief has been received by the parties to the dispute. The main object behind this period is to prevent the delay made by unscrupulous litigants who will not initiate the process once the award is received in their favor.

In the case of M/s Sundaram Finance Ltd. Vs M/s NEPC Ltd[12]. the Supreme Court was to examine the issue that whether the parties would get interim relief before the initiation of the process of the arbitration u/s 9 of the arbitration and conciliation act and even before the arbitrator has been appointed. To this Supreme Court has held that "it is not

[12] AIR 1999 SC 56

necessary that arbitral proceedings must be pending or at least a notice invoking arbitration clause must have been issued before an application under Section 9 is filed."

Jurisdiction for granting the interim relief:

Section 9 of the A&C act doesn't say about any jurisdiction of the court to grant the interim relief. However, on reading of section 2 (1) (e)[13] we can say that the seat of arbitration is the place where the court has got jurisdiction to grant the interim relief, i.e. the district court or the High Court of that place. This is explained in the case of Bharat Aluminium Co. v. Kaiser Aluminium Technical Services[14] where the Supreme Court has held as follows with regard to the jurisdiction for granting the interim relief –

96. We are of the opinion, the term "subject matter of the arbitration" cannot be confused with "subject matter of the suit". The term "subject matter" in Section 2(1)(e) is confined to Part I. It has a reference and connection with the process of dispute resolution. Its purpose is to identify the courts having supervisory control over the arbitration proceedings. Hence, it refers to a court which would essentially be a court of the seat of the arbitration process. In our opinion, the provision in Section 2(1)(e) has to be construed keeping in view the provisions in Section 20 which give recognition to party autonomy. Accepting the narrow construction as projected by the learned counsel for the appellants would, in fact, render Section 20 nugatory. In our view, the legislature has intentionally given jurisdiction to two courts i.e. the court which would have jurisdiction where the cause of action is located and the courts where the arbitration takes place. This was necessary as on many occasions the agreement may provide for a seat of arbitration at a place which would be neutral to both the parties. Therefore, the courts where the arbitration takes place would be required to exercise supervisory control over the arbitral process. For example, if the arbitration is held in Delhi, where neither of the parties are from Delhi, (Delhi having been chosen as a neutral place as between a party from Mumbai and the other from Kolkata) and the tribunal sitting in Delhi passes an interim order under Section 17 of the Arbitration Act, 1996, the appeal against such an interim order under Section 37 must lie to the Courts of Delhi being the Courts having supervisory jurisdiction over the arbitration proceedings and the tribunal. This would be irrespective of the fact that the obligations to be performed under the contract were to be performed either at Mumbai or at Kolkata, and only arbitration is to take place in Delhi. In such circumstances, both the Courts would have jurisdiction, i.e., the Court within whose jurisdiction the subject matter of the suit is situated and the courts within the jurisdiction of which the dispute resolution, i.e., arbitration is located.[15]

Section 9 vs section 17 of the arbitration and conciliation act:

If we do an analysis of section 9 and 17 we would get the following differences from both the sections:

1. Section 17 would come into effect only after the constitution of the arbitral tribunal
2. Section 9 would come into effect in three spheres- before, during and after – of arbitration process
3. Section 17 is narrow section while section 9 is wider in terms of granting the relief
4. With the amendment of the act in 2015 the provisions for granting interim relief was given to arbitral tribunal was allowed in the preceding version there was no provision for granting interim relief

Comparative chart depicting the difference between section 9 and 17 of A&CA

Basis	Section 9	Section 17
Application	Interim measures given by court	Interim Measures given by Arbitral Tribunal
Scope	Court exercises power of awarding in certain matters of arbitration	The Arbitrator/ tribunal can exercise the power only in the subject matter of the dispute

[13] Section 2(1)(e) of the Arbitration and Conciliation Act
[14] 2012 (9) SCC 552
[15] https://www.lawyersclubindia.com/articles/territorial-jurisdiction-of-court-on-applications-u-s-9-of-domestic-arbitration--8751.asp last accessed on 19/07/2023

Exclusion	The party cannot exclude	The parties can exclude by express agreement/ clause in the arbitration agreement
Formation of Tribunal	The interim can be awarded even without forming the tribunal by the parties	Can be made applicable only after the formation of tribunal
Reasonableness of formation of Tribunal	The parties to the dispute have to form the tribunal within a period of six months else the award will not be binding upon the parties	There is no such condition as the interim award is granted during the proceedings i.e., the existence of tribunal is already there.
Invocation of interim award	At any time, the parties can invoke the interim relief but before the formation of the tribunal unless otherwise expressly stated in this regard	The parties can invoke this section during the proceedings of the arbitration and not before or after
Applicability	This section is made applicable if the place of arbitration is in India.	This section is made applicable even if the place of arbitration is outside India.
Narrow/ Wide	Section 9 is wide enough to cover all the areas its applicable to pre-during and post proceedings	Section 17 is in a narrow way and is applicable to only during the proceedings of tribunal

Conclusion:

Thus, from the above discussion we can conclude that after the amendment of the Arbitration and Conciliation Act 2015 the power to grant the interim relief is being given both to court as well as to the arbitral tribunal. But the power of the court is wider than the arbitral tribunal as the court can grant the interim relief before, during and after, - the process of arbitration while the arbitral tribunal has got only to give during the arbitral proceedings. The court has to follow the basic settled principles while granting the interim measures but not the strict provisions as provided in the civil procedure. If the court and tribunal has to follow the stringent procedure of civil procedure then the objective of the arbitration and conciliation act won't be achieved.

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