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ANALYSIS OF SECTION 34 OF THE ARBITRATION AND CONCILIATION ACT - SETTING ASIDE OF ARBITRAL AWARD AND COURTS' INTERFERENCE: AN EVALUATION WITH CASE LAWS

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The purpose of this article is to provide a comprehensive analysis of Section 34 of the Arbitration and Conciliation Act of 1996 in order to protect the right to impartiality of the arbitrators from being jeopardized by the involvement of the court. The study also investigates whether or not decisions issued by arbitrators are considered final, and if they are, it investigates the circumstances under which a decision might be overturned, such as for reasons relating to public policy.

INTRODUCTION

In ancient and medieval India, it was common practice to have disputes settled by an impartial third party. This was done so that it wouldn't seem like anybody was getting special treatment. This practice has survived until the current day. There has been continuous use of this method right up to the present day. In the event that one of the litigants was unsatisfied with the verdict, they might take their case to the Court of Law and, if necessary, the King himself for further review. Thus, if required, this side might file an appeal of the verdict. The King will give the petition careful attention under these circumstances. 1 The East India Company is recognized as the pioneering institution that documented the foundational ideas of contemporary arbitration law. Contemporary arbitration law may trace its roots back to these concepts. Because of these Rules, the courts now have the authority to "refer to arbitration" in

order to settle disputes. With this power, we can guarantee that justice will be done. This might also be the moment when modern arbitration law first emerged as a distinct body of law.[1]

In 1899, India passed its own version of arbitration law, with inspiration drawn from England's own 1889 Arbitration Act. The Arbitration and Conciliation Act ("Act") was subsequently enacted by Parliament in 1996, after the formation of the Indian Arbitration Act in 1940. The two laws are together known as the Act. Any one of these laws, or all of them combined, might be referred to as "the Act." The term "the Act" may be used to refer to any of these laws individually or collectively. This Act was modeled after the UNCITRAL Model Law on International Commercial Arbitration, which was enacted in 1985.

Section 30 of the Indian Arbitration Act, which had been approved in 1940 but was not amended until 1996, listed a variety of exceptional conditions that might lead to the nullification of an arbitral award. This was done in advance of the 1996 passing of the Act. In 1996, before the Act was enacted, this provision was already in place. The 1996 law that included this clause was revised to remove it since it was no longer relevant. However, Section 34(2) of the Act attempts to restrict the range of justifications that might be used to contest an award. The goal was to reduce the number of potential justifications for appealing a decision. Procedures for reversing arbitration awards are in place to ensure that arbitrators don't abuse the discretion afforded to them. Basically, the processes may be utilized to reverse decisions so that arbitrators can't overstep their power. This means that the procedures may be utilized to reverse decisions since they serve as a check on the arbitrators' authority. This is because the established protocols serve as a check on the arbitrators' authority. However, there is a line of thought that says you should never, ever, ever assign any kind of weight to the possibility of overturning a verdict that was reached by arbitration. The adherents of this school of thinking insist that this must be the case at all times and insist that you should never partake in such behavior. The parties are bound by the award that was made, and any error, no matter how egregious, and any award, no matter how illogical, will be treated with the same weight as a final decision. If this does happen, the parties involved need to follow the ruling. Should it occur, each party is bound by the outcome of the proceeding. The court will not be able to review the material to see whether the arbitrator made a mistake in their ruling even if that turns out to be the case. This is an extremely rare circumstance in which the court is precluded from substituting its own evaluation or judgment on a matter of law or fact. This is an improbable scenario. This is because the court lacks jurisdiction to make such a decision. The major reason for this conclusion is the court's lack of authority to act in this fashion. It cannot review the arbitrator's rulings on appeal, nor can it reexamine or reevaluate evidence that was already considered by the arbitrator. This is due to the fact that it cannot review or reevaluate evidence that was already

[1] Prakash, Arunav & Bahuguna, Dr Rajesh. (2020). Setting Aside of Arbitral Awards under section-34 of Indian Arbitration and Conciliation Act, 1996: An Ambiguity of Legal Interpretation. Xi'an Jianzhu Keji Daxue Xuebao/Journal of Xi'an University of Architecture & Technology. XII. 1746-1753.

considered by the arbitrator. The reason for this is because none of the aforementioned choices are feasible in the first place. If a court is requested to investigate claims of wrongdoing, it may do so solely based on information that was previously shown to an arbitrator.

Those who subscribe to this view argue, among other reasons, that arbitrators have the authority and the expertise to decide whether or not something is wrong in addition to deciding whether or not it is correct in a legal dispute.

This, they argue, means that the arbitrator's decision is final and unappealable so long as the arbitrator comes to a fair conclusion after hearing the arguments of both sides. Even though it was obviously wrong, his decision is final and cannot be contested in any court. His judgment is final and cannot be reviewed by any court, despite the fact that it was likely made in error.[2]

The court cannot evaluate the reasonableness of the arbitrator's reasoning since the arbitrator has already stated the basis for their decision. Even if the parties had agreed beforehand that they may choose their own venue, the court that ultimately determines where the lawsuit will take place must have the ability to assess the weight of the evidence that will be offered. This is so even if it is the court that decides where the matter will be heard.

It was decided in one case that "the arbitral verdict is not susceptible to dispute on the presumption that the arbitral panel has reached an incorrect conclusion or has failed to appreciate facts or evidence." This was the result of careful consideration of the evidence. All of this data was included into the final analysis. This was said in relation to the arbitrator's inability to understand the testimony and documents provided during the arbitration. Alluding to the arbitrator's incomprehension of the evidence. As a consequence, it is well-established that the parties appoint the arbitral tribunal as the only and ultimate judge of the dispute that occurred between them, and that they commit themselves as a matter of general practice to accept the arbitral judgment as final and conclusive. Since it was previously agreed upon that the arbitral tribunal would serve as the ultimate arbiter of any disagreement that may arise between the parties, this was the most appropriate course of action.

This is because it is a well-established fact that the arbitral tribunal deciding the dispute between the parties consists entirely of representatives chosen by the parties themselves. This is due to the well-established fact that the disagreement between the parties will be arbitrated by a tribunal composed entirely of the parties themselves. Because of this, something happened. This was because the parties had already agreed that the arbitral tribunal would have last say in any dispute that arose. This agreement had been made prior to the events that brought about this result. Before the incident in issue took place, this understanding had already been reached. Due to the peculiar character of

[2] Roy, Debopam & Vedam, Shanmukha & Choudhary, Snehpriya. (2015). Impact of Arbitration and Conciliation Act 1996 and Recent Amendments on Construction Industry. International Journal of Technology. 5. 131. 10.5958/2231-3915.2015.00009.7.

the aforementioned circumstances, it is impossible to fulfill the prerequisites that are outlined in Section 34 of the Arbitration and Conciliation Act in this particular situation.[3]

Even if it is not the court's job to fulfill these obligations, the court should not take on the responsibility of doing so even if it is not its job to fulfill these obligations even if it is not its job to fulfill these obligations even if it is not its job to fulfill these obligations even if it is not its job to fulfill these obligations. Even if there is a possibility that the court might arrive at a completely different outcome which is wholly based on the same facts, this does not provide a grounds to stay the arbitral judgement because it is not a justification for the court to arrive at a different conclusion. Therefore, this does not provide a grounds to stay the arbitral judgement. As a result, this does not provide a basis for staying the decision made by the arbitrator.

The evidence that has been provided in court will be taken into consideration by the judge as she makes her judgment, which will then be handed down. It should be brought to your attention that the complete lack of evidence and the refusal to take into consideration important documents when coming to a decision are both strong grounds for challenging the decision because they both amount to judicial misconduct, and it should be brought to your attention that these two points should be brought to your attention. In addition, it should be brought to your attention that these two points should be brought to your attention. On the other hand, it should be brought to your notice that solid grounds for contesting a judgment include the total lack of evidence as well as the reluctance to take into account crucial documents when arriving to a conclusion. In addition, your attention ought to be given to the fact that these two things need to be brought to your notice.

This is something that ought to be brought to your attention. Because of its significance, there is something that has to be brought to your attention, and that something is this. Please do not overlook it. The idea that arbitration would be free from the standards of justice and fair play has never been recognized, and in actuality, this has also never been the case in any circumstance. Despite this, there are still many who maintain the view that arbitration should be excluded from these norms. These two assertions have never, at any point in history, been correct in any way, shape, or form. Arbitration and adjudication are two distinct procedures, but in the end, they both result in the same outcome, which is the administration of justice. This outcome is shared by both procedures. Both processes are working toward achieving this same aim. One approach to think about them is as two separate roads that eventually converge and lead to the same destination. This is one way to think about them. Consider them in this way as one way to approach the topic.[4]

They should not be seen as fighting against one another in order to dominate the other; rather, they should be viewed as mutually reinforcing and supporting one another rather than as warring against one another in order to acquire

[3] Ezike, Edwin. (2002). The Validity of Section 34 of the Arbitration and Conciliation Act. The Nigerian Juridical Review.
[4] Roy, Debopam & Vedam, Shanmukha & Choudhary, Snehpriya. (2015). Impact of Arbitration and Conciliation Act 1996 and Recent Amendments on Construction Industry. International Journal of Technology. 5. 131. 10.5958/2231-3915.2015.00009.7.

control over the other. The notion that a decision that has already been made cannot be altered after it has been put into action is not one that can withstand in-depth inspection for a very long length of time. This is because this kind of scrutiny is very taxing on the human brain. The Civil Procedure Code contains a variety of clauses that, when combined, make it feasible to reconsider and even change the results of cases that have previously been ruled upon. Disputes that had been previously resolved might now be revisited and reevaluated because to this development.

Put Aside

There are those individuals who just are not capable of picking themselves up after experiencing failure. As a consequence of this, he searches for ways to challenge arbitral rulings that decide against him and attempt to have them reversed. To qualify as grounds for setting aside an award, the circumstances must fall within one of the categories stated in Section 34 of the Act. The purpose of a set aside is to alter the conditions of the award in some way, either totally or partly.

Important Components of Section 34

It prohibits any challenge to an arbitral ruling, with the exception of what is specified in the first paragraph of Section 34.

To put this another way, it limits the grounds for contesting the judgment under Section 34(a)(2).

Third, the provision of subsection (3) of section 34 ensures that the application for setting aside may be submitted within an extremely little window of opportunity.

4. It gives the panel of arbitrators the opportunity to review the decision and, if required, make amendments to it.

Limitation

In accordance with the provisions of subparagraph (3) of Section 34, a request for the revocation of an award must be made within a timeframe of three months beginning on the day the award was claimed. In the event that the applicant can provide evidence that he was prevented from making the application within the time frame of three months for a sufficient reason, an additional term of thirty days may be granted for the submission of the application, but not beyond the time frame in which the application was originally due.[5]

In the case **Union of India v. Popular Construction Company**, the parties debated whether or not an application that challenges an award under Section 34 of the Limitation Act is restricted by Section 5 of the Limitation Act. When formulating its decision, the court took into account the history of the Act as well as its purpose and the legislative intent behind passing it. The Act was enacted in part to restrict the function that courts play in the process of arbitrating disputes. This goal is made quite plain throughout the Act, including in Section 5, among other places. The word "but not afterwards" that is included in the supplemental provision of Section 34 also contributes to interpreting the meaning that the legislators intended (3). 19 This sentence, according to the court, qualifies as an express exclusion under paragraph (2) of Section29 of the Limitation Act, which prevents the execution of subsection (5). Ought the Court to Decide gives permission to bring a petition to void an award even after the statute of limitations has passed, making useless the phrase "but not thereafter."[6]

The previously mentioned verdict is being contested and questioned at this time. Even if it is true that the Act was created to speed up the delivery of justice to litigants, it is essential to bear in mind that an honest litigant can be deterred from seeking redress in court owing to the realities of daily life. For instance, if a person's terminal illness prevents them from bringing a timely challenge to a manifestly erroneous award, or if proceedings are bona fide filed before a court without jurisdiction, or under provisions of a legislation that has been repealed, then that person has a good faith basis for doing so, and they are not acting in bad faith by doing so. Because of the requirement in Section 34(3), is it possible that they will never again be able to get justice? It is not appropriate for one set of rules regulating the resolution of legal disputes to override another set of rules that regulate a person's entitlements under substantive law. The Supreme Court has said on several occasions that the absence of a remedy provided by the statute should not be allowed to undermine the demands of justice. When faced with such a circumstance, a court is required to devise procedures by extrapolating instances from other areas of the law and practice. Certainly, both the intention of the lawmakers and the aim of the Act itself need to be taken into consideration. However, this must be done in a way that does not compromise the primary objective of the court system, which is to provide recompense to the

[5] Prakash, Arunav & Bahuguna, Dr Rajesh. (2020). Setting Aside of Arbitral Awards under section-34 of Indian Arbitration and Conciliation Act, 1996: An Ambiguity of Legal Interpretation. Xi'an Jianzhu Keji Daxue Xuebao/Journal of Xi'an University of Architecture & Technology. XII. 1746-1753.

[6] Ezike, Edwin. (2002). The Validity of Section 34 of the Arbitration and Conciliation Act. The Nigerian Juridical Review.

individual who has been injured. As a consequence of this, if we adhere to a literal interpretation of Article 34, we will have the following: (3). It is possible to give a prize that was obtained dishonestly the status of being final. The text of the Act has to be interpreted in a way that advances both the public interest and the common good.

According to Justice D.R. Dhanuka, who is since retired from the bench, the provisions of Section 4 of the Limitation Act go into immediate effect in the event that the court is closed. The provisions contained in Sections 4 to 24 shall apply solely to the extent that they are not explicitly prohibited by such special law (as stated in Section 29(2) of the Limitation Act), in situations where any special or local legislation imposes a term of limitation on a claim. This is required by the Limitation Act. It should be noted that Section 34 of the Act does not expressly preempt the provisions of Section 4 of the Limitation Act. In the event that this occurs, the relevant application will be handled as if it had been filed on the last day the court was open before going on vacation, even if it was actually submitted on the first day the court resumed business after the break. This will be the case regardless of when it was actually filed.[7]

It has been suggested that the judgment that the Court made in the case that was cited before was the wrong one. While the court is on vacation, a party is not permitted to file any applications to the court. If the reasoning behind the verdict were applied, the petitioner would be punished for no good cause. This was the exact opposite of what the lawmakers had in mind when they first drafted the bill.

Administrative Functions in General

In accordance with the Act, a judgment made by an arbitrator may be overturned if it is found to be in conflict with Indian law. Under the Act, there is no legally binding definition of the term "public policy." According to the Legal Lexicon of the Ministry of Law, Justice and Company Affairs of the Government of India, public policy is "a collection of ideas according to which communities need to be controlled to ensure the welfare of the whole community or public." This definition can be found in the Indian government's official publication. 24 Because it is so nebulous and is dependent on the predominant social and cultural norms of a specific society, the term "public policy" cannot be pigeonholed. It is not possible to classify the essential qualities of public policy, such as whether or not it is available to participation from certain groups.[8]

To the English, examples of what constitute public policy include anything that is in the best interest of the nation and its relations with other nations, anything that does not conflict with the English view of human liberty and freedom of action, and anything that does not conflict with the fundamental conceptions and morality of the English system.

[7] Jain, Sankalp. (2015). Domestic Arbitration in India: Legal Framework Under Arbitration and Conciliation Act. SSRN Electronic Journal. 10.2139/ssrn.2780100.

[8] Roy, Debopam & Vedam, Shanmukha & Choudhary, Snehpriya. (2015). Impact of Arbitration and Conciliation Act 1996 and Recent Amendments on Construction Industry. International Journal of Technology. 5. 131. 10.5958/2231-3915.2015.00009.7.

Because of this, we were able to make the observation that the individuals who are in charge of England's public policy are distinct from one another and have limited spheres of influence. In an earlier case, known as **Gherulal Parekh v. Mahadeodas Maiya,** the Supreme Court of India offered an interpretation of public policy that was more limited. It came to the conclusion that there were already predefined and clearly defined pillars of Indian public policy in place, and that it would not be prudent to begin searching for new ones at this time. On the other hand, in the case of **Central Inland Water Transport Corp. Ltd. v. Brojo Nath Ganguly**, the Supreme Court interpreted the term "public policy" in light of public conscience, public welfare, and public interest. In this case, the Court argued for a more expansive view of what constitutes "public policy."

In the case **Renusagar Power Co. Ltd. v. General Electric Co**., the concept of public policy in relation to international awards was once again interpreted in a restricted manner. The Supreme Court of India has held that the award would be considered to be in contradiction with the public policy of India if it can be shown that it goes against either the fundamental policy of Indian law, the interests of India, or the principles of justice and morality. The term "public policy" was given a wide definition by the Supreme Court in its most recent decision**, ONGC v. Saw Pipes**. When an existing award is being challenged on the grounds that it is invalid, the Supreme Court held that it is not necessary to grant a new award. This decision was made by the court.[9]

It Is Necessary to Perform a Reassessment

It is essential, in light of the recent decision made by the Supreme Court in the matter **of Saw Pipe**, to explain what the court meant when it said that an award would be in violation of public policy if it was "patently unconstitutional." However, the first step is to have a solid understanding of what "illegality" means in the context of the arbitration environment. In the context of arbitration, the term "illegal" might be construed in three distinct ways, each of which has important implications. This includes, but is not limited to the following: (a) the illegality of the contract that was the basis for the lawsuit; (b) the illegality of the subject matter that was the basis for the lawsuit; and (c) the illegality of the circumstances that surrounded the contracting onto the lawsuit. However, once the Supreme Court interpreted "illegality" as "error of law" in the **Saw Pipe case**, the meaning of the term "illegality" completely shifted when used to the context of arbitration.

One method for dealing with disagreements is known as consensual arbitration. This indicates that the parties have agreed to obey the arbitrator's judgment in spite of the fact that it may be irrational as long as the arbitrator respects the regulations. As a consequence of this, a court will not be able to prohibit an award from being enforced on the basis of an error in the law or in the facts. If the Courts were given the authority to review on the basis of mistake of

[9] Pal, Arjun. (2016). Analysing the New Arbitration and Conciliation Act (2015) in light of judgments of the Supreme Court. 10.13140/RG.2.2.29255.70565.

law or error of fact, then the goals of the Act would be undermined, and arbitration would become the first stage in a process that would ultimately go all the way up to the Supreme Court of the nation via a series of appeals. This would make arbitration less desirable as a dispute resolution mechanism. [10]

The Supreme Court of the United States decided in the case of **Rajasthan State Mines and Minerals Limited v. Eastern Engineering Enterprise**34 that it would not reconsider an arbitration judgment on the grounds that the arbitrator made an error of law or fact. The decision was reached in this case.

The author has a different opinion from the one held by the Supreme Court. Under the Act, there is no provision for a court to examine the merits of a decision made via arbitration. The text of the Act states that a court that is hearing an application to set aside an award under the Act is prohibited from assessing the merits of the decision in any way, shape, or form. This is due to the fact that a set-aside is no longer possible due to mistakes in law or fact.

You are only permitted to submit a motion to the court requesting that an award be overturned if it does not fit into any of the specific categories that are outlined in Section 34 of the Act. If the legislature had wanted to do so, adding "error of law" as a ground for setting aside the award would have been a straightforward modification that could have been made to Section 34. It is plainly clear that the framers of the Act did not intend for "error of law" to be included as a public policy concern in Section 34(2)(b), which is now the subject of two measures that are being considered by the Indian Parliament (ii). The following changes were made to the Act in 1996 as a result of two measures that were presented in April 2001 and December 2003:

"34A(1) In an application for setting aside an award referred to in subsection (1) of section 34, the following additional reasons may be relied upon in the event of an arbitral award issued in an arbitration other than an international arbitration (whether commercial or not):" "34A(1) In the event of an arbitral award issued in an arbitration other than an international arbitration (whether commercial or not), the following additional reasons may be relied upon in the event that

(a) a glaring error in the written language of the arbitral award that brings up a significant legal issue."

Because of these amendments, it is now abundantly evident that the legislative body did not intend to include "error of law" as a separate ground for setting aside domestic awards in accordance with the Act.[11]

[10] Jain, Sankalp. (2015). Domestic Arbitration in India: Legal Framework Under Arbitration and Conciliation Act. SSRN Electronic Journal. 10.2139/ssrn.2780100.

[11] Chakraborty, Rahul. (2009). Section 13(4) of the Indian Arbitration and Conciliation Act, 1996 Principles of Natural Justice v. the Legislative Intent Vis-a-Vis the Judiciary Interpretations.

Due to the comprehensive nature of the Court's concept of public policy, it is possible that it may lead to an increase in the number of challenges brought against arbitral rulings in Indian courts. It has been argued that Section 34 of the Act and the related provisions of the UNCITRAL Model Law were designed to exclude judicial review of the merits of the case in order to guarantee the finality of arbitration verdicts on the merits of the case. This was done in order to comply with the UNCITRAL Model Law. The aim of the statute cannot be reconciled with the judgment ratio. Several authors have argued in favor of finding a happy medium. They contend that the so-called "error evident on the face of the evidence" test ought to be used in each and every circumstance.Having said so, such a remedy is unnecessary on account of the exhaustive character of the arguments that are presented in Section 34.[12]

Responses from the Different Courts

To view the public policy defense as a parochial instrument protective of national political interests would substantially weaken the value of the Convention, the Second Circuit Court said in **Parsons & Whittemore Overseas Co. v. Société Générale de l'Industrie du Papier**. "We cannot have trade and commerce in global markets and international seas, entirely on our terms, ruled by our rules, and decided in our Courts," the Supreme Court of the United States stated in Biltz Scher A restrictive interpretation of public policy was given by the Supreme Court in the case **Renusagar Power Co. Ltd. v. General Electric Co**. The United States Supreme Court ruled that the phrase "public policy" should be interpreted as meaning the

In the field of private international law, the doctrine of public policy is applied, and it is held that if enforcing a foreign award would be against public policy because it goes against (a) the fundamental policy of Indian law, (b) the interests of India, or (c) justice and morality, then such an award should not be enforced. In other words, if enforcing a foreign award would be against public policy, then it is held that such an award should not be enforced. Because it was decided in the context of an Indian award, one of the arguments that might be made against extending the Saw Pipes decision to Section 48 of the Act and recognition and enforcement proceedings for foreign judgements is that this is where the decision originated.

It is unclear how the Court will apply its expansive interpretation of public policy to the recognition and enforcement of foreign arbitral awards because the provisions on public policy in Sections 48(2)(b) and 34(2)(b)(ii) are essentially the same. This creates confusion regarding the application of the Court's broad interpretation of public policy to the enforcement of foreign arbitral awards. The Supreme Court's decision in Bhatia International v. Bulk Trading SA42

[12] Pal, Arjun. (2016). Analysing the New Arbitration and Conciliation Act (2015) in light of judgments of the Supreme Court. 10.13140/RG.2.2.29255.70565.

contributed to the confusion by stating that Part I of the Act applies to Part II unless the parties agree differently. This judgement was part of the Supreme Court's decision in **Bhatia International v. Bulk Trading.**

In order to accomplish this goal, a number of writers from from different regions of the world have proposed the concept of "international public policy."

A decision rendered by an international arbitration body may be put into effect even if it conflicts with the policies of a certain country. According to the plan, the notion would also take into consideration the wider public interest of honesty and fair dealing if it were implemented as envisioned. The International Law Association suggested yet another concept of "international public policy," which was somewhat narrower in scope (ILA). It is often held that natural law, universal justice, the jus cogens of public international law, and the broad moral concepts that are recognised by so-called civilized nations are the components that make up this body of law. These definitions are helpful, despite the fact that they have not yet gained widespread acceptance.[13]

In addition to this, it has been proposed that the community of arbitrators from all over the globe

should come to an agreement about the kind of "special circumstances" that may cause a national court to decline to implement a judgement made in an international arbitration case.

Even though a universal public policy standard has not yet been determined, it is hoped that the ILA Recommendations, which represent a broad consensus, will lead to greater consistency in the interpretation and application of public policy as a bar to the enforcement of international arbitral awards if they are adopted and implemented. This would be the case if there was a universal public policy standard.

When compared to international arbitration, local arbitration should have a distinct way of interpreting public policy.

international arbitration. Because the outcomes of international arbitrations shouldn't be influenced by the policies of individual nations. When it comes to matters of public policy in international arbitration, it is essential to take into consideration the several ways in which it has been interpreted in different parts of the world. The execution of international judgments will thus become more reliable and predictable as a consequence of this. International trade

[13] Chakraborty, Rahul. (2009). Section 13(4) of the Indian Arbitration and Conciliation Act, 1996 Principles of Natural Justice v. the Legislative Intent Vis-a-Vis the Judiciary Interpretations.

is hindered when there are restrictions placed on the implementation of decisions made by foreign arbitrators, which in turn stifles economic expansion.[14]

The significance of courts, on the other hand, has become noticeably less important in the course of arbitration procedures. A decision made by an arbitrator is conclusive and binding, and it is only in very limited situations that it may be contested in court. In a manner that is analogous to Section 30 of the Arbitration Act of 1940, the grounds for setting aside a verdict have been whittled down and laid out in considerable detail. It was decided to do this in order to reduce the burden of the courts and to promote dispute resolution in settings other than the traditional legal system.

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[14] Pal, Arjun. (2016). Analysing the New Arbitration and Conciliation Act (2015) in light of judgments of the Supreme Court. 10.13140/RG.2.2.29255.70565.