

# THE UNKNOWN LAW: DECODING THE INDIAN POSITION ON LAW GOVERNING INTERNATIONAL ARBITRATION AGREEMENTS WITH REFERENCE TO THE UNITED KINGDOM AND SINGAPORE

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## EXPRESS AGREEMENT

Law Governing the Arbitration Agreement

United Kingdom

Singapore

India

In case of an Express Agreement of the choice of the Governing law, the law which is chosen by the parties applies in all the three jurisdictions.

## ABSENCE OF AN EXPRESS AGREEMENT

In absence of an Express Agreement

United Kingdom

Singapore

India

Law governing the rest of the contract (Matrix Law)

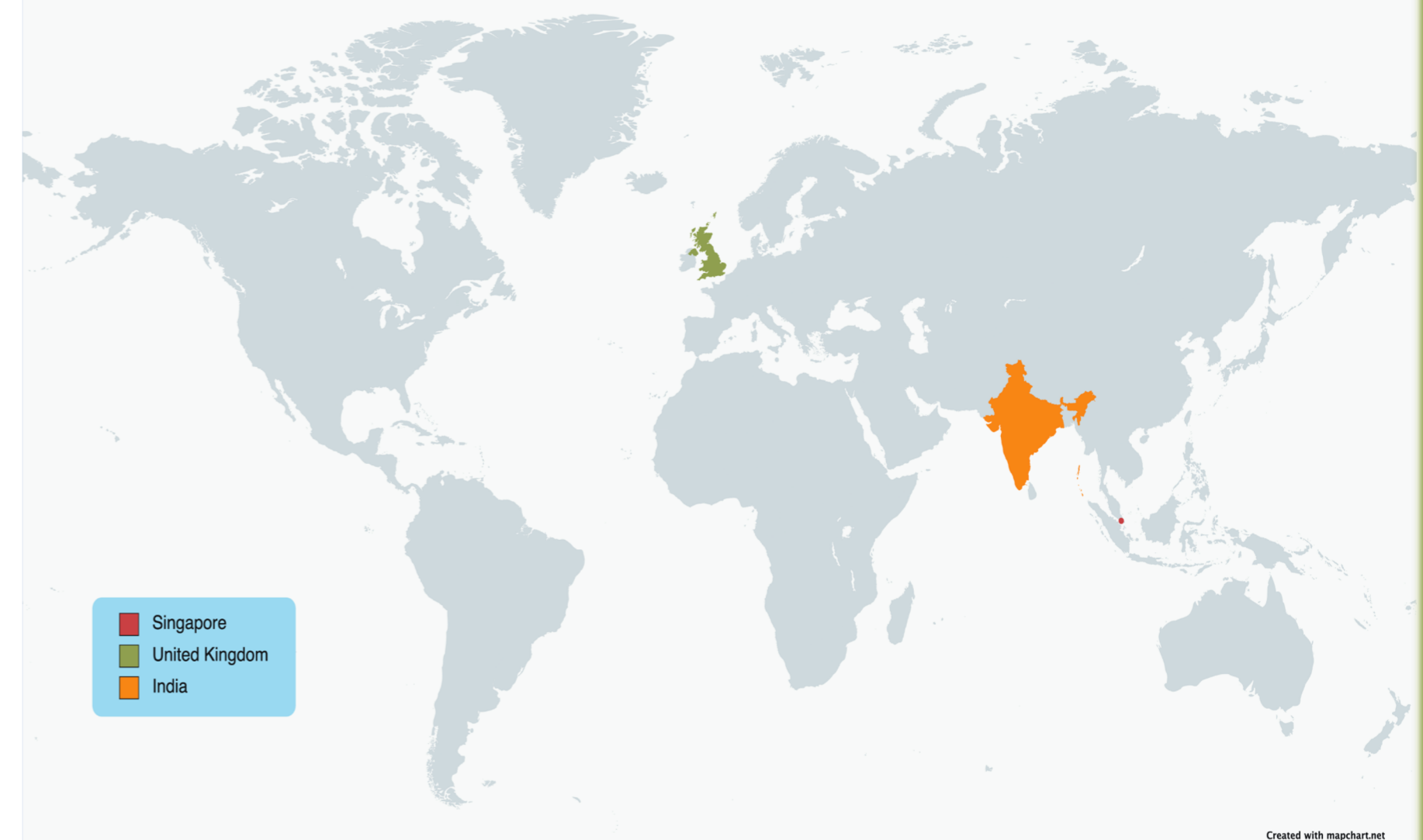
Ambiguity resulting in unsettled position

Matrix Law

Seat Law

## Why this research ?

This issue came to light during my undergraduate study in the module of International Commercial Arbitration And subsequent research made me realize this gap. If this issue is settled in India, arbitrations would turn out to be fruitful as their would be no ambiguity regarding the governing law. Looking to the current scenario of the rise in arbitrations in India, settling this issue would help in making India a pro arbitration hub.

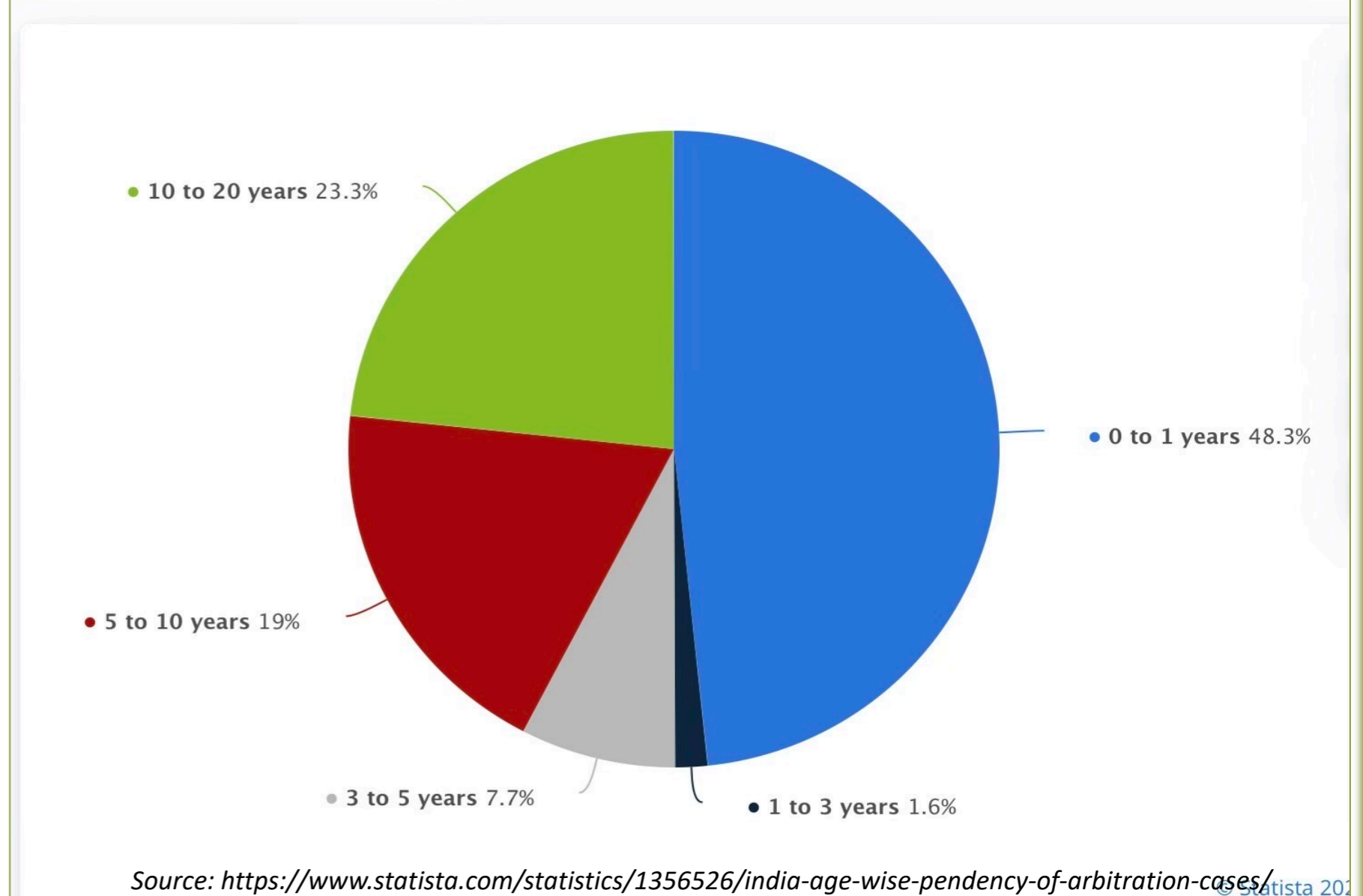


## Methodology

In addition to analyzing statues of the three nations (UK, Singapore and India) along with relevant case laws, the researcher aims to conduct empirical study as well by interviewing experts in the field of arbitration on this issue.

The experts would be practitioners in field of commercial arbitration from India. By adoptive an integrative approach of primary and secondary sources i.e. the analysis of laws and the view of these experts, a future roadmap for India with respect to law governing the arbitration agreement.

## Age wise pendency of arbitration cases in India in 2022



The data for 2022 shows that of the pending arbitration cases in India, a majority of around 48 percent were pending for more than a year. Around 23 percent cases stay pending for ten to twenty years.

## REFERENCES

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