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BINDING NON-SIGNATORIES TO ARBITRATION AGREEMENTS: DOCTRINAL DEVELOPMENT AND JUDICIAL PRACTICE IN INDIA

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I. ABSTRACT

Arbitration in India is founded on consent party autonomy and contractual privity under the Arbitration and Conciliation Act 1996. Traditionally only signatories to an arbitration agreement could be compelled to arbitrate disputes. However, contemporary commercial transactions increasingly involve complex corporate groups consortium arrangements and composite contracts where several entities participate in performance without formally signing the arbitration clause. This practical reality has compelled Indian courts to evolve doctrines that permit binding of non-signatories to arbitration agreements. This paper undertakes a doctrinal examination of the judicial development of non-signatory arbitration in India with particular focus on the Group of Companies doctrine, alter ego principle, agency, estoppel and composite transaction theory. The research critically evaluates this shift from strict privity to constructive consent through the lens of Section 7, Section 8, Section 11 and Section 16 of the 1996 Act together with the principles of separability and kompetenz kompetenz. It also examines the interaction of these doctrines with fundamental maxims such as pacta sunt servanda, qui facit per alium facit per se and substance over form. Comparative references to France, United Kingdom and Singapore are used to contextualize the Indian position. The paper argues that while judicial innovation has enhanced commercial efficiency and prevented multiplicity of proceedings it has also diluted traditional notions of consent and introduced doctrinal uncertainty. The study concludes that India has adopted a pro arbitration but court driven framework for non-signatory binding and recommends structured judicial tests and legislative clarification to ensure predictability fairness and alignment with international standards.

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II. KEY WORDS

Non-Signatories, Group of Companies Doctrine, Indian Arbitration Law, Party Autonomy, Kompetenz-Kompetenz.

III. INTRODUCTION

The concept of arbitration agreements occupies a central position in Indian arbitration jurisprudence and represents the juridical foundation upon which the entire arbitral process rests. Arbitration derives its legitimacy not from sovereign authority but from the voluntary consent of parties who agree to submit present or future disputes to private adjudication under the Arbitration and Conciliation Act 1996. "Section 7 of the Act defines an arbitration agreement as an agreement in writing by which parties undertake to resolve disputes through arbitration"[3].

This statutory formulation reflects the classical theory that arbitration is a creature of contract and that consent forms the cornerstone of arbitral jurisdiction. Gary Born explains that an arbitration agreement functions as a jurisdictional instrument that transfers adjudicatory power from courts to arbitral tribunals and without such agreement no arbitral authority can lawfully exist[4]. Indian courts have consistently affirmed that arbitration agreements embody party autonomy which is regarded as the guiding principle of modern arbitration law. Party autonomy enables parties to choose arbitration as their dispute resolution mechanism and to determine procedural architecture including seat governing law and tribunal composition.

The Supreme Court in *P Anand Gajapathi Raju v P V G Raju* held that once the existence of a valid arbitration agreement is established judicial authorities are bound to refer parties to arbitration and possess no residual discretion to retain jurisdiction[5]. This interpretation reinforces the contractual sanctity of arbitration agreements and aligns with the maxim pacta sunt servanda which mandates that agreements freely entered into must be honoured.

Scholarly literature emphasizes that arbitration agreements are not mere procedural clauses but substantive legal instruments with binding force. O P Malhotra observes that arbitration agreements reflect freedom of contract and commercial certainty and

[3] Arbitration and Conciliation Act 1996, S.7.
[4] Gary Born *International Commercial Arbitration (*2nd edn, Kluwer Law International 2014).
[5] P Anand Gajapathi Raju v P V G Raju (2000) 4 SCC 539.

serve as exclusionary clauses that oust ordinary civil court jurisdiction[6]. Redfern and Hunter similarly argue that arbitration agreements represent private ordering of dispute resolution and must be accorded judicial respect to preserve efficiency and predictability in commercial relations[7]. The Arbitration and Conciliation Act 1996 strengthen this position through Section 5 which restricts judicial intervention and through Section 8 which mandates reference to arbitration.

Together these provisions establish a pro arbitration legislative framework centered on party autonomy. The doctrine of separability further enhances the autonomy of arbitration agreements by treating them as legally independent from the underlying substantive contract. "Section 16 of the Act codifies this principle and empowers arbitral tribunals to rule on their own jurisdiction including objections to the existence or validity of the arbitration agreement"[8]. This principle ensures that arbitral proceedings are not frustrated merely because the main contract is alleged to be void or terminated.

The Supreme Court in *National Agricultural Cooperative Marketing Federation of India Ltd v Gains Trading Ltd* affirmed that an arbitration clause survives termination of the principal contract and continues to operate for dispute resolution[9]. This approach mirrors international practice under the UNCITRAL Model Law and reinforces the procedural autonomy of arbitration agreements.

Closely allied to separability is the principle of kompetenz kompetenz which authorizes arbitral tribunals to determine their own competence. Section 16 embodies this doctrine and reflects legislative intent to minimize premature judicial interference. In *Kvaerner Cementation v Bajranglal Agarwal* the Supreme Court held that when an arbitration agreement exists courts should refrain from deciding jurisdictional objections and allow the arbitral tribunal to exercise its statutory

[6] O P Malhotra *Law and Practice of Arbitration and Conciliation* (LexisNexis 2014).
[7] Nigel Blackaby and Constantine Partasides *Redfern and Hunter on International Arbitration* Oxford University Press 2015.
[8] Arbitration and Conciliation Act, 1996 S.16.
[9] National Agricultural Cooperative Marketing Federation of India Ltd v Gains Trading Ltd AIR 2007 SC 2327.

authority[10]. These doctrines collectively preserve party autonomy by ensuring that arbitration agreements retain efficacy even in the face of contractual challenges.

A. Research Objective

1. To examine the statutory framework under the Arbitration and Conciliation Act 1996 governing arbitration agreements and consent.
2. To analyze judicial development of doctrines binding non signatories with reference to Chloro Controls MTNL and Cox and Kings.
3. To evaluate compatibility of non-signatory binding with party autonomy separability and kompetenz kompetenz.
4. To propose reforms for doctrinal clarity and consistent arbitral practice in India.
5. To undertake a comparative analysis of the legal framework governing arbitration in India with those of France, United Kingdom, and Singapore.

B. Research Questions

1. Under what doctrinal conditions may Indian courts bind a non-signatory to an arbitration agreement?
2. Does judicial expansion of the Group of Companies doctrine undermine party autonomy?
3. What legislative reforms are necessary to ensure doctrinal predictability?

C. HYPOTHESIS

The researcher has formulated the following hypothesis which is tested in the research paper further:

1. Indian courts have shifted from formal consent to constructive commercial consent in non-signatory cases.
2. Judicial expansion has strengthened efficiency but weakened certainty in arbitration law.

[10] Kvaerner Cementation v Bajranglal Agarwal (2012) 5 SCC 214.

3. Structured statutory guidance is essential for sustainable non signatory arbitration in India.
4. While Cox and Kings Ltd. vs. SAP India Pvt. Ltd. (2023) constitutionally stabilises the Group of Companies doctrine through doctrinal recalibration and a structured evidentiary test, the judgment leaves unresolved interpretive questions concerning its operational thresholds and evidentiary standards.

D. RESEARCH METHODOLOGY

The methodology adopted in this study is doctrinal. The research is based on analysis of statutory provisions of the Arbitration and Conciliation Act 1996 including Section 7, Section 8, Section 11, Section 16, Section 35 and Section 36 together with Supreme Court and High Court judgments such as Chloro Controls, Ameet Lalchand Shah, Cheran Properties, MTNL and Cox and Kings.

The study also relies on established doctrines including Group of Companies, alter ego, agency, estoppel along with relevant legal maxims and comparative jurisprudence. The reliance on primary sources (statutory texts and case laws) followed by secondary literature such as textbooks, commentaries, law journal, articles and arbitration literature are used to critically assess judicial trends. No empirical data is employed, and the research is confined to analytical interpretation of existing legal materials.

IV. PRIVITY OF CONTRACT AND THE PROBLEM OF NON-SIGNATORIES

The doctrine of privity of contract has historically operated as a foundational principle of private law and arbitration jurisprudence. It postulates that only parties to a contract acquire rights and incur obligations under that contract and strangers remain excluded from its legal consequences. Arbitration law in India initially embraced this classical understanding and treated arbitration agreements as strictly personal undertakings between signatories.

Section 7 of the Arbitration and Conciliation Act 1996 defines an arbitration agreement as an agreement in writing between parties which confirms that arbitral jurisdiction originates in consent. This statutory formulation reflects the orthodox view that arbitration is consensual and that only those who expressly agree may be compelled to arbitrate. Scholarly literature has consistently affirmed that arbitration derives legitimacy from contractual consent rather than sovereign authority. Gary Born explains that arbitration agreements function as jurisdiction conferring instruments and that arbitral tribunals possess authority only to the extent that parties have agreed to submit disputes to private adjudication[11].

Redfern and Hunter similarly observe that arbitration is grounded in party autonomy and that contractual consent constitutes the normative basis of arbitral power[12]. Indian courts echoed this position in early jurisprudence. In *P Anand Gajapathi Raju v P V G Raju*, the Supreme Court held that once a valid arbitration agreement exists judicial authorities must refer parties to arbitration and that the obligation flows directly from contractual commitment[13]. This approach reinforced privity by limiting arbitral reference to signatories. The doctrine of privity aligns with the maxim pacta sunt servanda which mandates that agreements freely entered into must be honoured. It also resonates with principles of legal certainty and predictability which are central to commercial transactions.

O P Malhotra notes that arbitration agreements operate as exclusionary clauses that oust civil court jurisdiction and therefore must be interpreted strictly in accordance with contractual intent[14]. Under this traditional framework non signatories were treated as legal outsiders who could neither invoke arbitration nor be compelled to participate.

However, this classical model soon encountered practical difficulty in the context of modern commerce. Contemporary transactions frequently involve corporate group's special purpose vehicles consortium arrangements and layered contractual structures.

[11] Gary Born *International Commercial Arbitration (*2nd edn, Kluwer Law International 2014).
[12] Nigel Blackaby and Constantine Partasides *Redfern and Hunter on International Arbitration* (Oxford University Press 2015).
[13] P Anand Gajapathi Raju v P V G Raju (2000) 4 SCC 539.
[14] O P Malhotra *Law and Practice of Arbitration and Conciliation* (LexisNexis 2014).

Multiple entities often participate in negotiation performance and termination of contracts while only a few formally execute arbitration clauses. Strict adherence to privity in such settings produced fragmented dispute resolution parallel proceedings and inconsistent outcomes. It also enabled strategic avoidance of arbitration through corporate structuring. These realities exposed the limitations of formal consent and compelled courts to reconsider the scope of arbitration agreements.

Indian jurisprudence began to depart from rigid privity through gradual doctrinal innovation. The turning point arrived with Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc where the Supreme Court held that non signatories could be bound to arbitration agreements in cases involving composite transactions and common intention[15]. The Court introduced the Group of Companies doctrine and emphasized that modern business arrangements require substance-based analysis rather than formalistic insistence on signatures. It observed that when agreements are interlinked and performance is composite arbitration cannot be restricted to signatories alone. This decision marked a decisive shift from express consent to implied commercial consent.

Subsequent cases expanded this approach. In *Ameet Lalchand Shah v Rishabh Enterprises* the Supreme Court compelled arbitration across multiple interconnected agreements even though some parties had not signed the principal arbitration clause. The Court reasoned that where contracts are integrally connected and aimed at a single commercial objective dispute must be resolved in a unified forum[16]. In *Cheran Properties Ltd v Kasturi and Sons Ltd* the Court went further by permitting enforcement of an arbitral award against a non-signatory on the basis of its active participation and acceptance of contractual benefits[17]. These decisions demonstrated judicial willingness to pierce formal boundaries in order to uphold arbitral efficacy.

[15] Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc (2013) 1 SCC 641.
[16] Ameet Lalchand Shah v Rishabh Enterprises (2018) 15 SCC 678.
[17] Cheran Properties Ltd v Kasturi and Sons Ltd (2018) 16 SCC 413.

V. EVOLUTION OF MULTI-PARTY COMMERCIAL TRANSACTIONS

The evolution of multi-party commercial transactions represents one of the most significant transformations in contemporary contract and arbitration jurisprudence. Traditional commercial relationships were largely bilateral and confined to direct contracting parties. Modern commerce however operates through complex networks involving parent company's subsidiaries affiliates consortium members financier's vendors and special purpose vehicles. These arrangements reflect economic integration rather than isolated contractual obligations. Arbitration law which historically relied on privity of contract has therefore been compelled to adapt to transactional realities that transcend formal signatures.

Scholars have observed that globalization liberalization and corporate restructuring have fundamentally altered the architecture of commercial dealings. Gary Born explains that contemporary transactions are frequently structured through layered contracts that distribute obligations across several entities while pursuing a unified economic objective[18]. Redfern and Hunter similarly note that modern projects particularly in infrastructure energy and technology sectors involve multiple participants whose roles are functionally interdependent[19]. This structural shift has profound implications for dispute resolution because disputes arising from such transactions rarely confine themselves to a single contract or a single signatory.

Indian commercial practice mirrors these global trends. Large scale projects are commonly executed through consortium arrangements joint ventures and group company structures. Financing is provided by third party lenders implementation is delegated to subsidiaries and risk is distributed among multiple corporate actors. Yet arbitration clauses are often embedded in only one or two core agreements. This creates a disconnect between economic participation and contractual consent.

[18] Gary Born *International Commercial Arbitration (*2nd edn, Kluwer Law International 2014).
[19] Nigel Blackaby and Constantine Partasides *Redfern and Hunter on International Arbitration* Oxford University Press 2015.

When disputes arise parties who actively shaped performance may stand outside formal arbitration agreements thereby frustrating comprehensive resolution. Indian arbitration law initially struggled to accommodate this complexity. Section 7 of the Arbitration and Conciliation Act 1996 defines arbitration agreement in terms of parties and written consent which reflects a bilateral paradigm. Early judicial interpretation adhered to strict privity and confined arbitral jurisdiction to signatories. However, courts soon recognized that such rigidity undermined efficiency and enabled strategic avoidance of arbitration through corporate structuring.

The Supreme Court acknowledged this transformation in *Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc* where it observed that modern commercial transactions are often composite in nature and involve multiple agreements executed in furtherance of a single business venture[20]. The Court emphasized that when contracts are interlinked and performance is collective disputes cannot be artificially segregated. It introduced the concept of composite transactions and held that arbitration agreements may extend to non-signatories where there exist common intention direct relationship and unified performance. This marked judicial recognition of economic reality over formal compartmentalization.

The constitutional culmination of this evolution occurred in *Cox and Kings Ltd v SAP India Pvt Ltd* where the Supreme Court upheld the Group of Companies doctrine and expressly linked it to commercial reality[21]. The Court observed that contemporary business transactions often function through corporate groups and that limiting arbitration to formal signatories ignores economic unity. It held that common intention may be inferred from participation in negotiation performance and termination of contracts. This judgment situates arbitration consent within transactional context rather than formal execution.

[20] Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc (2013) 1 SCC 641.
[21] Cox and Kings Ltd v SAP India Pvt Ltd 2023 SCC Online SC 1634 (India Dec. 6, 2023).

VI. STATUTORY FRAMEWORK UNDER THE ARBITRATION AND CONCILIATION ACT, 1996

Section 7 of the Arbitration and Conciliation Act 1996 constitutes the statutory entry point into arbitral jurisdiction and defines the arbitration agreement through the expression parties. The provision states that an arbitration agreement is an agreement in writing by which parties submit present or future disputes to arbitration. This definition reflects the legislative intent that arbitration is rooted in consent and that arbitral authority flows from voluntary undertaking rather than judicial command. Indian arbitration law has therefore treated Section 7 as the foundational filter that determines who may invoke arbitration and who may be bound by it. Classical contract theory interprets the term parties as referring only to those who have expressly executed the agreement.

This approach is consistent with the doctrine of privity and with general principles of the Indian Contract Act 1872. Courts initially adhered to this strict construction. In *Jagdish Chander v Ramesh Chander,* the Supreme Court held that an arbitration agreement must reflect a clear obligation to arbitrate and that vague clauses contemplating future consent do not satisfy Section 7[22]. This judgment reinforced the requirement of definite intention and treated formal consent as indispensable. Similarly in *Wellington Associates v Kirit Mehta* the Court ruled that clauses dependent on future agreement lack enforceability under Section 7 since they fail to create binding obligation[23]. These decisions demonstrate that early jurisprudence viewed parties as limited to signatories whose intention was clearly recorded in writing. The written requirement under Section 7 further strengthened this formal approach.

The statute recognizes signed documents exchange of communications and exchange of pleadings as valid forms of agreement. This evidentiary safeguard was designed to prevent involuntary submission to arbitration. In *SMS Tea Estates v Chandmari Tea Company* the Supreme Court emphasized that existence of a valid arbitration agreement in writing is a jurisdictional precondition and that courts must first satisfy

[22] Jagdish Chander v Ramesh Chander (2007) 5 SCC 719.
[23] Wellington Associates v Kirit Mehta (2000) 4 SCC 272.

themselves on this requirement[24]. The decision underlined that arbitral power cannot arise in absence of demonstrable consent.

This shift became evident in *Sukanya Holdings v Jayesh Pandya* where the Supreme Court initially refused to refer non signatories to arbitration on the ground that Section 7 contemplated only parties to the agreement[25]. Yet this restrictive stance proved impractical for composite disputes. Subsequent jurisprudence gradually departed from Sukanya Holdings and adopted a purposive reading of Section 7.

The meaning of parties under Section 7 was further enriched through judicial development in cases involving non signatories. In *National Agricultural Cooperative Marketing Federation of India Ltd v Gains Trading Ltd* the Supreme Court affirmed the autonomy of arbitration agreements and recognized that such agreements may survive termination of the principal contract[26]. While not directly addressing non signatories this decision reinforced that arbitration clauses possess independent legal life. This autonomy laid groundwork for later extension beyond formal parties. Academic writers support this evolution.

Margaret Moses observes that modern arbitration cannot remain confined to bilateral paradigms when commercial enterprises operate through networks of affiliated actors[27]. Julian Lew notes that arbitration agreements must be interpreted in light of transaction structure and economic purpose rather than isolated contractual text[28]. Indian commentators similarly argue that Section 7 should be read as enabling holistic dispute resolution in multi-party settings.

A. Sections 8 And 11: Judicial Referral and Appointment Powers

Sections 8 and 11 of the Arbitration and Conciliation Act 1996 represent the principal statutory gateways through which courts interact with arbitration at the pre arbitral

[24] SMS Tea Estates v Chandmari Tea Company (2011) 14 SCC 66.
[25] Sukanya Holdings v Jayesh Pandya (2003) 5 SCC 531.
[26] National Agricultural Cooperative Marketing Federation of India Ltd v Gains Trading Ltd AIR 2007 SC 2327.
[27] Margaret L Moses *the Principles and Practice of International Commercial Arbitration* Cambridge University Press 2017.
[28] Julian D M Lew Loukas A Mistelis and Stefan M Kroell *Comparative International Commercial Arbitration* Kluwer Law International 2003.

stage. These provisions embody the legislative balance between judicial support and arbitral autonomy and play a decisive role in determining whether disputes proceed before arbitral tribunals and how such tribunals are constituted. Section 8 mandates judicial authorities to refer parties to arbitration when an action is brought before them in a matter governed by an arbitration agreement. Section 11 empowers courts to appoint arbitrators when parties fail to do so by mutual consent. Together these provisions operationalize party autonomy while ensuring that arbitration is not frustrated by procedural deadlock. Early judicial interpretation of Section 8 emphasized mandatory referral once the existence of a valid arbitration agreement was established. In *Hindustan Petroleum Corporation Ltd v Pinkcity Midway Petroleums* the Supreme Court held that courts possess no discretion to retain jurisdiction where statutory conditions under Section 8 are satisfied[29]. This decision affirmed that judicial authorities must respect contractual choice of arbitration and reinforced the maxim pacta sunt servanda. However subsequent jurisprudence introduced uncertainty by permitting deeper judicial scrutiny at the referral stage.

A significant expansion of judicial power occurred in *SBP and Co v Patel Engineering Ltd* where the Supreme Court characterized Section 11 proceedings as judicial rather than administrative and authorized courts to examine issues of existence validity and scope of arbitration agreements[30]. This ruling allowed courts to undertake detailed inquiry before appointing arbitrators and effectively broadened pre arbitral intervention. Scholars criticized this approach for undermining arbitral autonomy and delaying dispute resolution. The Law Commission of India later observed that excessive judicial involvement at this stage defeated the objectives of the 1996 Act[31].

Legislative reform followed through the Arbitration and Conciliation Amendment Act 2015 which sought to curtail judicial interference by introducing Section 11 subsection 6A and limiting court examination to existence of arbitration agreement. The amendment also strengthened Section 8 by removing discretion and reinforcing

[29] Hindustan Petroleum Corporation Ltd v Pinkcity Midway Petroleums (2003) 6 SCC 503.
[30] SBP and Co v Patel Engineering Ltd (2005) 8 SCC 618.
[31] Law Commission of India 246th Report on Amendments to the Arbitration and Conciliation Act 1996.

mandatory referral. Judicial interpretation thereafter shifted toward restraint. In *Duro Felguera SA v Gangavaram Port Ltd* the Supreme Court held that at the Section 11 stage courts must confine themselves to prima facie examination of existence of arbitration agreement and avoid adjudicating substantive disputes[32]. This marked a return to minimal intervention and restored confidence in institutional arbitration. The relationship between Sections 8 and 11 gained renewed clarity in *Vidya Drolia v Durga Trading Corporation* where the Supreme Court articulated the prima facie standard applicable to referral proceedings[33]. The Court held that judicial authorities may reject arbitration only when the agreement is manifestly invalid or disputes are clearly non arbitrable. Otherwise, reference must be granted and issues left to arbitral determination. This approach harmonizes Section 8 with Section 16 and promotes procedural efficiency.

B. Section 16: Kompetenz-Kompetenz and Jurisdictional Authority

Section 16 of the Arbitration and Conciliation Act 1996 embodies "the principle of kompetenz-kompetenz and confers upon arbitral tribunals the authority to rule on their own jurisdiction. The provision states that the arbitral tribunal may decide objections relating to existence validity or scope of the arbitration agreement". This statutory recognition reflects international arbitration norms and affirms that jurisdictional determinations must primarily lie with the arbitral forum rather than courts. The doctrine operates in close harmony with the concept of separability and ensures that arbitration is not derailed by premature judicial intervention.

The jurisprudential foundation of kompetenz-kompetenz lies in the understanding that arbitration is a self-contained adjudicatory mechanism. Julian Lew explains that the doctrine empowers arbitral tribunals to determine competence and thereby preserves procedural autonomy[34]. This principle is also reflected in Article 16 of the UNCITRAL Model Law[35] which influenced the drafting of Section 16. Indian

[32] Duro Felguera SA v Gangavaram Port Ltd (2017) 9 SCC 729.
[33] Vidya Drolia v Durga Trading Corporation (2021) 2 SCC 1.
[34] Julian D M Lew Loukas A Mistelis and Stefan M Kroell *Comparative International Commercial Arbitration* Kluwer Law International 2003.
[35] The UNCITRAL Model Law on International Commercial Arbitration, 1985 art.16.

arbitration law adopted this framework to shift jurisdictional control from courts to tribunals and to promote efficiency in dispute resolution.

Indian courts initially struggled to give full effect to Section 16[36]. In *Konkan Railway Corporation Ltd v Rani Construction Pvt Ltd* the Supreme Court treated appointment of arbitrators as administrative and emphasized tribunal autonomy[37]. However, this approach was reversed in *SBP and Co v Patel Engineering Ltd* where the Court characterized Section 11 proceedings as judicial and expanded court authority to decide jurisdictional issues at the threshold[38]. This development diluted the operational strength of Section 16 and permitted extensive judicial scrutiny before tribunal constitution.

Subsequent legislative intervention sought to restore arbitral primacy. The Arbitration and Conciliation Amendment Act 2015 introduced reforms to limit judicial interference and reaffirm tribunal competence. Judicial interpretation thereafter realigned with Section 16 intent. In *Swiss Timing Ltd v Organising Committee Commonwealth Games* the Supreme Court emphasized that tribunals must decide jurisdictional objections in the first instance and that courts should exercise restraint[39]. This marked renewed commitment to kompetenz–kompetenz.

The doctrine gained further clarity in *Narayan Prasad Lohia v Nikunj Kumar Lohia* where the Court held that procedural objections relating to tribunal composition must be raised before the tribunal under Section 16[40]. The decision underscored that parties cannot bypass arbitral process by approaching courts prematurely. This reinforces the maxim ut res magis valeat quam pereat which favors interpretation that preserves effectiveness of legal mechanisms.

The Supreme Court in *Kvaerner Cementation India Ltd v Bajranglal Agarwal* reiterated that courts should refrain from adjudicating jurisdictional objections when arbitration agreements exist and must allow tribunals to rule under Section 16[41]. This decision

[36] Arbitration and Conciliation Act, 1996 S.16.
[37] Konkan Railway Corporation Ltd v Rani Construction Pvt Ltd (2002) 2 SCC 388.
[38] SBP and Co v Patel Engineering Ltd (2005) 8 SCC 618.
[39] Swiss Timing Ltd v Organising Committee Commonwealth Games (2014) 6 SCC 677.
[40] Narayan Prasad Lohia v Nikunj Kumar Lohia (2002) 3 SCC 572.
[41] Kvaerner Cementation India Ltd v Bajranglal Agarwal (2012) 5 SCC 214.

reinforced that kompetenz–kompetenz is not merely symbolic but operates as functional restraint on judicial intervention. It aligns with the legislative policy of minimal interference under Section 5.

C. Statutory Silence on Non-Signatories and Its Implications

The Arbitration and Conciliation Act 1996 provide a comprehensive framework governing arbitration agreements referral to arbitration appointment of arbitrator's jurisdiction of tribunals and enforcement of awards. Yet the statute remains conspicuously silent on the question of non-signatories. Nowhere does the Act expressly authorize or prohibit binding of entities who have not formally executed arbitration agreements. This legislative omission has created a doctrinal vacuum which Indian courts have progressively filled through judicial interpretation. The absence of statutory guidance has thus become a defining feature of Indian non signatory jurisprudence.

Scholars observe that the 1996 Act was drafted on the assumption of bilateral contracting and did not anticipate the complexity of modern corporate transactions. Mustill and Boyd note that early arbitration statutes across jurisdictions were designed for simple two-party disputes and lacked mechanisms for multi-party participation[42]. Indian law inherited this structure through adoption of the UNCITRAL Model Law which similarly does not address non signatories[43]. This silence reflects international consensus at the time of drafting but has proven inadequate for contemporary commerce.

The statutory focus on parties under Section 7 Section 8 and Section 11 reinforces this bilateral orientation. These provisions refer to parties without defining the term. Courts initially interpreted parties as signatories and excluded third parties. This approach aligned with traditional privity of contract. However commercial reality soon demonstrated that such rigidity undermined arbitration efficiency and enabled strategic avoidance. The legislative gap therefore compelled judicial innovation.

[42] Michael J Mustill and Stewart C Boyd *Commercial Arbitration* Butterworths 2001.
[43] The UNCITRAL Model Law on International Commercial Arbitration, 1985

Indian courts began to fill this vacuum through purposive interpretation and equitable doctrines. In *Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc* the Supreme Court acknowledged that the Act does not expressly deal with non-signatories yet held that composite transactions and common intention justify extension of arbitration agreements[44]. The Court relied on international practice and commercial necessity rather than statutory text. This decision marked the beginning of judge made law in this area. Subsequent cases expanded this jurisprudence. In *Ameet Lalchand Shah v Rishabh Enterprises* the Supreme Court extended arbitration to interconnected agreements despite absence of express legislative mandate[45]. In *Cheran Properties Ltd v Kasturi and Sons Ltd* enforcement was permitted against a non-signatory based on benefit derived from the transaction[46]. These decisions illustrate that statutory silence has shifted responsibility to courts to construct doctrinal pathways.

The constitutional dimension of this judicial law making was examined in *Cox and Kings Ltd v SAP India Pvt Ltd*. The Constitution Bench upheld the Group of Companies doctrine and accepted that statutory silence does not preclude judicial development of arbitration principles[47]. The Court reasoned that arbitration law must evolve to meet commercial realities and that absence of express prohibition permits interpretive expansion. This judgment effectively legitimized judicial supplementation of the statute.

Academic commentary reflects divergent views on this approach. Some scholars praise Indian courts for pragmatic adaptation. Born argues that judicial creativity is essential where legislation lags behind commercial practice[48]. Others caution that excessive reliance on judge made doctrines undermines legal certainty. Park observes that statutory silence should prompt legislative reform rather than unchecked judicial

[44] Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc (2013) 1 SCC 641.
[45] Ameet Lalchand Shah v Rishabh Enterprises (2018) 15 SCC 678.
[46] Cheran Properties Ltd v Kasturi and Sons Ltd (2018) 16 SCC 413.
[47] Cox and Kings Ltd v SAP India Pvt Ltd 2023 SCC Online SC 1634 (India Dec. 6, 2023).
[48] Gary Born *International Commercial Arbitration (*2nd edn, Kluwer Law International 2014).

discretion[49]. Indian commentators similarly warn that unpredictability in non-signatory binding may deter foreign investment.

VII. DOCTRINAL FOUNDATIONS FOR BINDING NON-SIGNATORIES

A. Group of Companies Doctrine

The Group of Companies doctrine represents one of the most significant judicial developments in Indian arbitration law and functions as a primary mechanism for binding non signatories to arbitration agreements. The doctrine originates from French arbitration jurisprudence and is premised on the idea that companies within a corporate group may be treated as a single economic entity when they share common intention in the performance of contractual obligations. The doctrine challenges traditional privity by recognizing that modern corporate structures operate through integrated networks rather than isolated legal personalities.

Scholars trace the origin of the doctrine to the decision in *Dow Chemical v Isover Saint Gobain* where French arbitral tribunals held that parent and subsidiary entities could be bound by arbitration agreements when their conduct demonstrated shared commercial purpose[50]. Julian Lew explains that the doctrine reflects commercial reality by acknowledging that corporate groups often negotiate and perform contracts collectively[51]. This approach prioritizes economic substance over formal corporate separation.

Indian courts formally adopted the doctrine in *Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc***.** The Supreme Court held that non signatory group companies may be bound by arbitration agreements when there exist a direct relationship, common intention and composite performance of transactions[52]. The Court emphasized that arbitration agreements must be interpreted in light of business

[49] William W Park, *Non-Signatories and International Contracts* Arbitration International 2012.
[50] Dow Chemical France and others v Isover Saint Gobain, ICC Case No 4131, Interim Award of 23 September 1982, (1984) IX Yearbook Commercial Arbitration 131.
[51] Julian D M Lew Loukas A Mistelis and Stefan M Kroell *Comparative International Commercial Arbitration* Kluwer Law International 2003.
[52] Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc (2013) 1 SCC 641.

context and that rigid adherence to signatures would defeat commercial expectations. This judgment marked the transition from formal consent to contextual consent in Indian arbitration. Subsequent jurisprudence expanded the doctrine scope. In *Ameet Lalchand Shah v Rishabh Enterprises* the Supreme Court applied the doctrine to interconnected agreements forming part of a single commercial project and compelled arbitration involving non signatories[53]. The Court reasoned that where agreements are intrinsically linked and aim at a unified economic objective disputes must be resolved through a single arbitral process. This decision reinforced that group enterprises cannot fragment arbitration by isolating contractual execution.

The doctrine was further strengthened in *Cheran Properties Ltd v Kasturi and Sons Ltd* where enforcement of an arbitral award was permitted against a non-signatory affiliate that had acquired rights under the transaction[54]. The Court held that acceptance of contractual benefits carries corresponding arbitral obligations. This application aligns with the maxim qui sentit commodum sentire debet et onus and demonstrates that corporate entities cannot selectively appropriate benefits while rejecting dispute resolution mechanisms.

In *MTNL v Canara Bank* the Supreme Court consolidated the doctrine and clarified that alter ego or piercing the corporate veil cannot be the basis for invoking the Group of Companies doctrine. The Court observed that modern commercial disputes often involve multiple corporate entities and that arbitration law must accommodate such complexity. It identified factors such as participation in negotiation involvement in performance and mutual understanding as indicators of common intention[55].

B. Alter Ego and Piercing the Corporate Veil

The doctrines of alter ego and piercing the corporate veil are not bases for applying the Group of Companies doctrine. These doctrines are rooted in corporate law and permit disregard of separate legal personality when corporate structures are misused to evade legal obligations. In arbitration contexts they enable tribunals to bind

[53] Ameet Lalchand Shah v Rishabh Enterprises (2018) 15 SCC 678.
[54] Cheran Properties Ltd v Kasturi and Sons Ltd (2018) 16 SCC 413.
[55] MTNL v Canara Bank (2020) 12 SCC 767.

controlling entities that operate behind nominal contracting parties. The doctrines therefore serve as corrective mechanisms against abuse of corporate form and ensure that arbitration agreements are not rendered ineffective through artificial separation of entities.

The principle of separate legal personality was firmly established in *Salomon v Salomon and Co Ltd* where the House of Lords affirmed that a company possesses independent juridical existence distinct from its shareholders[56]. Indian law adopted this principle under the Companies Act and has traditionally respected corporate autonomy. However, courts have long recognized exceptions where corporate form is employed as a façade. In *Life Insurance Corporation of India v Escorts Ltd* the Supreme Court held that corporate veil may be lifted when necessary to prevent fraud or improper conduct[57]. This equitable power allows courts to look beyond formal structure to identify real actors. The piercing the corporate veil doctrine is not a basis for applying the Group of Companies doctrine.

The alter ego doctrine operates on the premise that when one entity exercises complete domination and control over another the subordinate entity becomes a mere instrumentality. In such circumstances acts of the controlled entity are attributed to the controlling party. This doctrine is widely applied in international arbitration to bind parent companies that orchestrate contractual performance through subsidiaries. Gary Born explains that alter ego principles prevent parties from avoiding arbitration by interposing shell companies[58]. Indian arbitration jurisprudence has increasingly relied on alter ego concepts to address non signatory participation. In *Balwant Rai Saluja v Air India Ltd* the Supreme Court outlined circumstances for piercing the corporate veil including fraud evasion of law and agency[59]. Although the case arose in labor law context the principles articulated have influenced arbitration analysis. The Court emphasized that veil piercing requires evidence of control and misuse of

[56] Salomon v Salomon and Co Ltd [1897] AC 22.
[57] Life Insurance Corporation of India v Escorts Ltd (1986) 1 SCC 264.
[58] Gary Born *International Commercial Arbitration (*2nd edn, Kluwer Law International 2014).
[59] Balwant Rai Saluja v Air India Ltd (2014) 9 SCC 407.

corporate structure. The alter ego doctrine are not bases for applying the Group of Companies doctrine.

C. Agency and Estoppel Principles

Agency and estoppel principles constitute significant doctrinal bases through which Indian courts and arbitral tribunals bind non signatories to arbitration agreements. These principles derive from contract law and equity and operate to attribute acts of one party to another or to prevent a party from denying obligations after having induced reliance. In arbitration contexts agency and estoppel ensure that parties who participate in transactions through representatives or who benefit from contractual performance cannot subsequently repudiate arbitral commitments.

Agency law recognizes that acts performed by an authorized agent bind the principal. The Indian Contract Act 1872 codifies this relationship and provides that contracts entered into by agents within scope of authority are enforceable against principals[60]. This principle has direct relevance to arbitration agreements because execution by an agent creates binding effect upon the principal. In *Mahanagar Telephone Nigam Ltd v Canara Bank* the Supreme Court acknowledged that agency operates as a basis for extending arbitration agreements to non-signatories where representatives negotiate or execute contracts on behalf of controlling entities[61]. This approach aligns with the maxim qui facit per alium facit per se which attributes acts done through another to the person who authorizes them.

Indian courts have applied agency doctrine in arbitration disputes to prevent evasion of obligations through delegation. In *Jindal Stainless Ltd v Damco India Pvt Ltd* the Delhi High Court held that when a subsidiary acts as an agent for its parent company in contractual dealings the parent may be bound by the arbitration clause[62]. The Court emphasized that formal absence of signature cannot override substantive agency relationship. This reasoning reflects the judicial commitment to substance over form.

[60] Indian Contract Act 1872 S.226.
[61] MTNL v Canara Bank (2020) 12 SCC 767.
[62] Jindal Stainless Ltd v Damco India Pvt Ltd 2018 SCC OnLine Del 12301.

Estoppel operates on equitable grounds and prevents parties from denying arbitration agreements after having represented acceptance or derived benefits. The doctrine rests on the principle that one who induces belief must not later contradict it. In arbitration contexts estoppel binds non signatories who have actively participated in performance or invoked contractual rights. The Supreme Court recognized this principle in *Cheran Properties Ltd v Kasturi and Sons Ltd* where enforcement of an arbitral award was permitted against a non-signatory that had accepted benefits of the transaction[63].

The Court held that a party cannot approbate and reprobate and that acceptance of contractual advantages entails acceptance of dispute resolution mechanisms. The doctrine of estoppel by conduct also finds expression in international arbitration practice. Gary Born notes that estoppel prevents strategic behavior by parties who seek to enjoy contractual benefits while avoiding arbitration[64]. Margaret Moses similarly observes that estoppel preserves fairness by holding parties to representations made during performance[65]. Indian courts have increasingly relied on this equitable principle to address non signatory participation.

VIII. JUDICIAL APPROACH

The judicial approach toward binding non-signatories to arbitration agreements in India has undergone significant evolution over the past decade and continues to develop under the supervision of the Supreme Court of India. Prior to 2013 Indian courts were reluctant to extend arbitration beyond formal signatories due to traditional emphasis on express consent and privity of contract. This was consistent with the classical view that arbitration is a creature of contract and that only those who have signed a written arbitration agreement can be compelled to arbitrate.

[63] Cheran Properties Ltd v Kasturi and Sons Ltd (2018) 16 SCC 413.
[64] Gary Born *International Commercial Arbitration* (2nd edn, Kluwer Law International 2014).
[65] Margaret L Moses *The Principles and Practice of International Commercial Arbitration* Cambridge University Press 2017.

However, this strict approach began to shift with landmark decisions recognising that modern commercial transactions are often multi-party and complex[66].

The first major departure from strict privity occurred in *Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc* where the Supreme Court first imported the Group of Companies doctrine to Indian arbitration jurisprudence and held that non-signatories could be bound if there existed direct relationship common intention and composite performance within a web of contracts forming a single transaction[67]. This decision marked a doctrinal pivot toward contextual consent and commercial reality. Subsequent cases such as *Ameet Lalchand Shah v Rishabh Enterprises and ONGC Ltd v Discovery Enterprises* further articulated factors such as commonality of subject matter interdependence of obligations and mutual intention as indicators of implied consent to arbitration[68].

Despite these developments Indian courts maintained that party autonomy remains foundational and non-signatory status cannot be presumed lightly. The Supreme Court in *Vidya Drolia v Durga Trading Corporation* clarified that courts at the referral stage should conduct only a prima facie examination of the existence of a valid arbitration agreement and leave detailed jurisdictional issues including non-signatory contentions to the arbitral tribunal[69]. This ensured that judicial intervention remained minimal and arbitration tribunals retained primary competence to assess non-signatory issues under Section 16 of the Arbitration and Conciliation Act 1996.

The decisive turning point came with the Constitution Bench decision in ***C****ox and Kings Ltd v SAP India Pvt Ltd* which reaffirmed that arbitration agreements may bind non-signatories within the Group of Companies doctrine when there is evidence of common intention and commercial integration[70]. The Court rejected automatic extension based simply on corporate affiliation and instead emphasised transactional

[66] *Sukanya Holdings Pvt Ltd v Jayesh H Pandya* (2003) 5 SCC 531; *Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc* (2013) 1 SCC 641; Gary Born, *International Commercial Arbitration* (2nd edn Kluwer Law International 2014).
[67] Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc (2013) 1 SCC 641.
[68] Ameet Lalchand Shah v Rishabh Enterprises (2018) 15 SCC 678; ONGC Ltd v Discovery Enterprises Pvt Ltd (2022) 8 SCC 42.
[69] Vidya Drolia v Durga Trading Corporation (2021) 2 SCC 1.
[70] Cox and Kings Ltd v SAP India Pvt Ltd 2023 SCC Online SC 1634 (India Dec. 6, 2023).

intent and conduct. By constitutionalising implied consent, the Court effectively endorsed a flexible but principled approach that balances party autonomy with commercial pragmatism. Judicial commentators noted that this approach brings Indian law closer to international arbitration practice while preserving the consensual nature of arbitration[71].

In the 2024 and 2025 period the Supreme Court continued refining the boundaries of non-signatory arbitration in a series of pronouncements. In *Adavya Projects Pvt Ltd v Vishal Structurals Pvt Ltd* the Court held that arbitral tribunals possess the power to implead non-signatories under Section 16 and 19 of the Act[72] and that the power does not derive exclusively from Section 11 referral proceedings[73] but may be exercised by the tribunal itself once constituted[74]. The Court ruled that a Section 21 notice is neither mandatory nor restrictive of the tribunal's authority to address impleadment once jurisdiction is prima facie established[75]. In *ASF Buildtech Pvt Ltd v Shapoorji Pallonji and Co Private Ltd* the Supreme Court clarified that joinder applications against non-signatories are fact intensive and best addressed by the tribunal rather than by courts at the referral stage[76]. These rulings underscore the judiciary's willingness to empower arbitral tribunals and to harmonise tribunal autonomy with party autonomy.

A comparative evaluation of non-signatory arbitration across leading jurisdictions reveals divergent conceptions of consent and corporate personality. The United Kingdom adopts a conservative contractual approach rooted in privity and statutory interpretation under the Arbitration Act 1996. English courts consistently affirm that arbitration is founded upon actual consent and that extension to non-signatories must be justified through orthodox doctrines such as agency assignment novation or statutory intervention[77]. In *Peterson Farms Inc v C and M Farming Ltd* the English High Court expressly rejected the Group of Companies doctrine and held that English law

[71] See e.g., analysis in *Binding non-signatories to arbitration* SC Observer.
[72] Arbitration and Conciliation Act, 1996 S.16, 19.
[73] Arbitration and Conciliation Act, 1996 S.11.
[74] Adavya Projects Pvt Ltd v Vishal Structurals Pvt Ltd, 2024 SCC Online SC 312.
[75] Arbitration and Conciliation Act, 1996 S.21.
[76] ASF Buildtech Pvt Ltd v Shapoorji Pallonji & Co Pvt Ltd, 2023 SCC Online SC 1009.
[77] Arbitration Act 1996 UK.

does not recognize economic unity as a sufficient basis for binding affiliates to arbitration agreements[78]. The Court emphasized that consent must be established through traditional contractual mechanisms and that corporate separateness cannot be disregarded merely because entities form part of a group.

In contrast French arbitration law represents the intellectual origin of the Group of Companies doctrine and adopts a markedly expansive view of arbitral consent. French courts developed the doctrine through arbitral practice notably in *Dow Chemical v Isover Saint Gobain* where affiliated companies were bound due to their active participation in negotiation performance and termination of contracts containing arbitration clauses[79]. French jurisprudence treats arbitration agreements as autonomous instruments governed by transnational principles rather than strict domestic contract law. The Cour de cassation has consistently upheld extension of arbitration clauses to non-signatories where common intention of the parties and participation in economic transaction are demonstrated[80].

Singapore offers a sharply contrasting model and provides an instructive counterpoint to both France and India. Singaporean courts strongly emphasize party autonomy and textual interpretation of arbitration agreements under the International Arbitration Act and the UNCITRAL Model Law framework. In *Manuchar Steel Hong Kong Ltd v Star Pacific Line Pte Ltd* the Singapore High Court categorically rejected the Group of Companies doctrine and held that there is no legal basis under Singapore law to bind non signatories solely on account of corporate affiliation or participation in group structures[81]. The Court reasoned that arbitration remains a consensual process and that extension beyond signatories requires proof of agency trust assignment novation or estoppel grounded in established legal principles.

[78] Peterson Farms Inc v C and M Farming Ltd 2004 EWHC 121 (Comm), 2004 1 Lloyd's Rep 603.
[79] Dow Chemical France and others v Isover Saint Gobain, ICC Case No 4131, Interim Award of 23 September 1982, (1984) IX Yearbook Commercial Arbitration 131.
[80] Cour de cassation First Civil Chamber 27 March 2007.
[81] Manuchar Steel Hong Kong Ltd v Star Pacific Line Pte Ltd 2014 SGHC 181.

IX. CONCLUSION

The journey of Indian arbitration law on binding non signatories reflect a clear movement from strict contractual boundaries toward a practical justice-oriented framework. The Arbitration and Conciliation Act 1996 was enacted on the assumption of bilateral consent and did not foresee complex group transactions. This statutory silence initially restricted arbitration to formal signatories and reinforced the doctrine of privity. Courts therefore adopted a conservative stance which emphasized express consent and treated arbitration as purely contractual. However, this approach proved inadequate in addressing modern commercial structures.

Judicial thinking evolved with recognition that commercial dealings often involve multiple entities operating as a single economic unit. The Supreme Court began to apply doctrines such as Group of Companies, alter ego, agency, estoppel and composite transaction theory to prevent fragmentation of disputes and abuse of corporate form. This transformation was grounded in equitable principles and supported by maxims such as qui facit per alium facit per se and qui sentit commodum sentire debet et onus. The constitutional validation of this approach in Cox and Kings Ltd v SAP India Pvt Ltd confirmed that arbitration remains consent based yet consent may be inferred from conduct participation and shared commercial purpose. This decision clarified that mere corporate affiliation is insufficient and that common intention must be established through factual integration. Despite these advancements challenges persist due to absence of statutory guidance. Determination of non-signatory participation remains fact sensitive and outcomes depend on judicial discretion. Corporate actors face uncertainty regarding arbitral exposure across group structures. Enforcement of awards against non-signatories may also encounter resistance in jurisdictions that adhere to strict consent standards. Scholars therefore emphasize the need for legislative clarification to codify guiding factors while preserving judicial flexibility.

X. RECOMMENDATION AND SUGGESTIONS

The present framework governing non signatory arbitration in India has largely evolved through judicial interpretation due to statutory silence under the Arbitration

and Conciliation Act 1996. While decisions such as Cox and Kings Ltd v SAP India Pvt Ltd have provided doctrinal clarity the absence of legislative guidance continues to create uncertainty for commercial actors. It is therefore recommended that Parliament introduce an express provision recognizing binding of non-signatories based on common intention control and direct benefit. Such statutory recognition would reduce dependence on case specific judicial discretion and enhance predictability. Institutional arbitration rules in India should also adopt structured joinder provisions to facilitate efficient multi-party dispute resolution. Contracting parties should be encouraged to include group arbitration clauses to reflect commercial reality. These measures would strengthen party autonomy reduce procedural delays and enhance India position as arbitration friendly jurisdiction.

Following are my suggestions:

1. In the first place, address the need for institutional arbitration rules in India to adopt express joinder provisions, in line with international standards such as ICC Rules Article 7.
2. A proper code of conduct/ethics should be framed so that arbitrators also get bind by the system of checks and balance.
3. Courts must strictly follow prima facie review at Section 8 and Section 11 stages and avoid detailed examination.
4. Arbitration clauses in standard contracts should be displayed prominently to ensure free consent.
5. Regular judicial training on kompetenz-kompetenz must be introduced to strengthen tribunal authority.

XI. REFERENCES

A. STATUTES

1. Arbitration and Conciliation Act 1996 (India).
2. Indian Contract Act 1872.
3. UNCITRAL Model Law on International Commercial Arbitration 1985.

B. CASE LAWS

1. *P Anand Gajapathi Raju v P V G Raju* (2000) 4 SCC 539.
2. *Sukanya Holdings Pvt Ltd v Jayesh H Pandya* (2003) 5 SCC 531.
3. *Wellington Associates v Kirit Mehta* (2000) 4 SCC 272.
4. *Jagdish Chander v Ramesh Chander* (2007) 5 SCC 719.
5. *SMS Tea Estates Pvt Ltd v Chandmari Tea Company Pvt Ltd* (2011) 14 SCC 66.
6. *National Agricultural Cooperative Marketing Federation of India Ltd v Gains Trading Ltd* AIR 2007 SC 2327.
7. *Konkan Railway Corporation Ltd v Rani Construction Pvt Ltd* (2002) 2 SCC 388.
8. *SBP and Co v Patel Engineering Ltd* (2005) 8 SCC 618.
9. *Hindustan Petroleum Corporation Ltd v Pinkcity Midway Petroleums* (2003) 6 SCC 503.
10. *Duro Felguera SA v Gangavaram Port Ltd* (2017) 9 SCC 729.
11. *Vidya Drolia v Durga Trading Corporation* (2021) 2 SCC 1.
12. *Kvaerner Cementation India Ltd v Bajranglal Agarwal* (2012) 5 SCC 214.
13. *Swiss Timing Ltd v Organising Committee Commonwealth Games* (2014) 6 SCC 677.
14. *Narayan Prasad Lohia v Nikunj Kumar Lohia* (2002) 3 SCC 572.
15. *Chloro Controls India Pvt Ltd v Severn Trent Water Purification Inc* (2013) 1 SCC 641.
16. *Ameet Lalchand Shah v Rishabh Enterprises* (2018) 15 SCC 678.
17. *Cheran Properties Ltd v Kasturi and Sons Ltd* (2018) 16 SCC 413.
18. *MTNL v Canara Bank* (2020) 12 SCC 767.
19. *ONGC Ltd v Discovery Enterprises Pvt Ltd* (2022) 8 SCC 42.
20. *Cox and Kings Ltd v SAP India Pvt Ltd* 2023 SCC Online SC 1634.
21. *Adavya Projects Pvt Ltd v Vishal Structurals Pvt Ltd* (reported).
22. *ASF Buildtech Pvt Ltd v Shapoorji Pallonji and Co Pvt Ltd* (reported).
23. *Jindal Stainless Ltd v Damco India Pvt Ltd* 2018 SCC Online Del 12301.
24. *Balwant Rai Saluja v Air India Ltd* (2014) 9 SCC 407.
25. *Life Insurance Corporation of India v Escorts Ltd* (1986) 1 SCC 264.
26. *Salomon v Salomon and Co Ltd* [1897] AC 22.

C. BOOKS

1. Gary Born *International Commercial Arbitration* (Kluwer Law International 2014).
2. O P Malhotra *Law and Practice of Arbitration and Conciliation* (LexisNexis 2014).
3. Nigel Blackaby and Constantine Partasides *Redfern and Hunter on International Arbitration* (Oxford University Press 2015).
4. Julian D M Lew Loukas A Mistelis and Stefan M Kroell *Comparative International Commercial Arbitration* (Kluwer Law International 2003).
5. Margaret L Moses *The Principles and Practice of International Commercial Arbitration* (Cambridge University Press 2017).
6. Michael J Mustill and Stewart C Boyd *Commercial Arbitration* (Butterworths 2001).
7. Albert Jan van den Berg *The New York Arbitration Convention of 1958* (Kluwer Law International 1981).

D. JOURNALS AND ARTICLES

1. William W Park 'Non-Signatories and International Contracts' (2012) *Arbitration International*.
2. 'Binding Non-Signatories to Arbitration: Bringing India on Par with International Practice' (Supreme Court Observer, 2023) https://www.scobserver.in/ (last accessed on 2 Feb. 2026).
3. Law Commission of India 246th Report on Amendments to the Arbitration and Conciliation Act 1996.