AKS PARTNERS
Advocates | Solicitors | Consultants

MONTHLY NEWSLETTER

NOVEMBER 2021

THE ENFORCEMENT OF INTERNATIONAL INVESTMENT ARBITRATIONS IN INDIA

BY ANSHUMAN GUPTA, VIGNESH RAJ AND ADITI MANE

INTRODUCTION

The Arbitration and Conciliation Act, 1996 ("**Act**") governs all commercial arbitrations, domestic and international, in India. However, while investment treaty arbitrations are guided by the institutional choice and seat, the manner of enforcement of investment treaty arbitral awards ("**ITAs**") in India remains unanswered.

The issue of enforcement of ITAs in India arises, as India is not a signatory to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, 1965 ("**ICSID Convention**"). Consequently, India is not covered by the ICSID arbitration framework, which stipulates the manner of enforcement of signatory parties. This issue further gained prominence post the successful awards recently passed in favour of Vodafone and Cairn, against India.

This piece seeks to examine the basis for India not being a non-signatory to the ICSID Convention, the manner in which ITAs are satisfied by India and if there exists any mechanism in law for enforcement of ITAs in India.

I. BASIS FOR INDIA'S RELUCTANCE TO SIGN THE ICSID CONVENTION

India submitted at the First Session of the Consultative Meeting of Legal Experts in 1964, during the drafting of the ICSID Convention, that the ICSID Convention fails to recognise that an investor is also obligated to follow the host State's national policies and laws if the host State is obligated to treat investors justly and equitably. [1]

Since such a framework was not recognised in the ICSID Convention, the Indian Council for Arbitration, in 2000, recommended that India

ABOUT THE FIRM

AKS Partners (formerly known as A.K. Singh & Co) is a law firm based in New Delhi (India) that provides a comprehensive range of legal services and solutions to domestic and international clients. The Firm offers a unique blend of the local knowledge to apply the regulatory, economic, political and cultural context to legal issues and develop case strategies. We regularly handle technically challenging and complex multi-jurisdictional matters. Our team is spearheaded by one of the highly recognised lawyers with extensive experience in international dispute resolution and strong government and diplomatic backgrounds. This experience gives us the deepest understanding of the key decision points that are critical in navigating complex & complicated matters and managing government regulations.

maintain its exclusion from the ICSID Convention since:

(1) the Convention's arbitration rules favour developed countries; and
(2) if the ICSID award violates India's public policy, it cannot be reviewed by an Indian Courts (as provided for under Article 54 of the ICSID Convention).[2]

Additionally, the automatic mechanism of enforceability of arbitral awards under the ICSID Convention could violate the sovereignty of India, especially if such awards are contradictory to domestic laws.

It is pertinent to note here that in the 2015 Model Bilateral Investment Treaty ("**Model BIT**"), India requires investors and their investments to adhere to the host State's policies and laws. [3]

II. MANNER OF SATISFACTION OF IT AS BY INDIA

The first set of investment disputes initiated against India was in 2004, where 9 arbitrations were primarily initiated by European investors in respect of the Dabhol Power Plant Project in the State of Maharashtra, India. The said disputes with the investors were settled by India.

The first investment dispute judicially determined was in 2011 as per the India-Australia BIT in the case pertaining to White Industries Australia Ltd. v. The Republic of India. The basis for the institution of the said investment dispute was the inability of White Industries to enforce an ICC arbitral tribunal award for 9 years. The dispute was decided in favour of White Industries and India chose to honour the award and accepted it.

Till date, no case against India has sought to be enforced in India by foreign investors. While the Vodafone arbitral awards were passed against India, the same is under challenge before the Singapore Courts. Further, Cairn Energy sought to enforce the arbitral award of USD 1.2 billion in the Courts of US, UK, France, Netherlands, Quebec and Singapore against the assets of India in these countries as against initiating proceedings in India.

Notwithstanding the lacunae in the Act, Article 27.5 of India's Model BIT of 2015 allows claims submitted to arbitration to be considered to arise out of commercial relationship and are made enforceable under the New York Convention, 1958. [4] This has in some respect ensured that such awards would be enforceable in India as per the terms of the New York Convention, 1958 under Part II of the Act.

III. JUDICIAL PRECEDENTS CONCERNING ITAS IN INDIA

Board of Trustees of the Port of Kolkata v. Louis Dreyfus Armatures, [5] **("Louis Dreyfus case")**

In 2014, the High Court of Calcutta determined the Louis Dreyfus case, which was the first case regarding investment arbitration. It heard an application by the Kolkata Port Trust seeking an anti-arbitration injunction against Louis Dreyfus Armatures from pursuing proceedings against it and directing them to approach an investment arbitral tribunal

in accordance with the India-France BIT. The Court granted the injunction, holding that the Kolkata Port Trust had been wrongly identified as a respondent in the arbitration, as only the Union of India was party to the BIT.

Section 45 of the Act was invoked in order to bring an anti-arbitration action. In determining its jurisdiction to adjudicate the issue in hand, the Court simply assumed that the Act applied to this investment arbitration, as it does with foreign-seated commercial arbitrations. Thus, the Court discussed the position of anti-arbitration injunctions under Section 45 of the Act and concluded that the Court would interfere in foreign-seated investment arbitrations only in exceptional circumstances, as was applicable to commercial arbitrations.

Union of India v. Vodafone Group plc [6] **("Vodafone case")**

Vodafone BV. invoked the India-Netherlands Bilateral Investment Treaty (BIT) in April, 2017, contesting India's retrospective amendment to the Income Tax Act, 1960, which resulted in a tax liability of Rs. 11,000 crores plus interest on Vodafone. During the pendency of this arbitration, Vodafone Plc, the parent company of Vodafone BV, also initiated arbitration proceedings against India challenging the same tax measures pursuant to the India-United Kingdom Bilateral Investment Treaty. India filed an anti-arbitration injunction against Vodafone Plc before the High Court of Delhi.

The Court determined that Indian courts did not lose jurisdiction over an investment treaty arbitration. However, the courts would grant an injunction only in exceptional situations, where the court was approached in good faith, and when no other effective remedy was available. Further, the Delhi High Court opined on the enforcement of ITAs that the subject BIT was an arbitration agreement between a private investor and the host State and it did not constitute an international commercial arbitration provided for under the Act nor are they domestic arbitrations. The Court determined that investment arbitration disputes are inherently distinct from commercial disputes in that the cause of action (whether contractual or not) is based on State guarantees and assurances and hence is not commercial in character. Investment arbitrations derive their legitimacy from public international law, state commitments, and administrative law. The Court noted that when India acceded to the New York Convention, 1958, it made the 'commercial reservation' under Article I.3 that the Convention would apply *"only to disputes arising out of legal relationships deemed commercial under the national law of the State making such statement"*.

A similar argument was raised before the English Court in the case of *Occidental Exploration and Production Company v. Republic of Ecuador* [7] ("**Occidental Exploration case**") which arose under the Ecuador-USA BIT. The Act is closely aligned with the English Arbitration Act, 1996. In Occidental Exploration case, while various issues were discussed by the English courts, the relevant issue pertains to

Occidental's contention that the case was not justiciable because it included treaty rights and responsibilities affecting relations between two sovereign nations. While rejecting this claim, the Court determined that, though the BIT was between two States, the agreement to arbitrate was between Ecuador and Occidental, and hence justiciable. Thus, the courts' willingness to rule on the appeal in this case was contingent on the notion of the relationship between the Investor and the State as basically private, devoid of treaty rights and responsibilities.

Union of India v. Khaitan Holdings (Mauritius) [8] ***("Khaitan Holdings case")***

The Delhi High Court, in the Khaitan Holdings case found that arbitral proceedings under a BIT are a separate species of arbitration, one that was outside the ambit of the Act. As such, the courts' jurisdiction over arbitral proceedings brought pursuant to a BIT would be governed by the Code of Civil Procedure, 1908 ("CPC"). The Court cited the Vodafone case in its decision.

The Court while exercising its jurisdiction under the CPC, over the foreign investor and investment stated that, in the present case the Act did not apply as that Act only regulates commercial arbitrations and this case was brought pursuant to a bilateral investment treaty, not a commercial contract.

Therefore while the Calcutta High Court claims that ITAs are the same as foreign arbitral awards under the Act, the High Court of Delhi contends that the Act only pertains to commercial arbitration, and BIT arbitration is not commercial arbitration in the strict sense as BITs involve an interplay of private and public international law.

ENFORCEMENT OF ITAS

As per Article 27.5 of the Model BIT, enforcement could be sought under the Section 44 of the Act. However, India is still in the process of negotiating the Model BIT with most countries and the few investment treaties signed on the basis of the Model BIT are yet to come into force. The Model BIT seeks to protect the host State more effectively than the 2003 Model Bilateral Investment Treaty did.

Under the current scenario, the investments made under the terminated BITs continue to be governed by them as per sunset clause therein and the enforcement of any awards under these BIT is unclear. However, the termination does, provide some certainty over the time frame during which India may be subject to international law claims made by foreign investors alleging disproportionate or unjust treatment.[9]

CONCLUSION

The ambiguity surrounding the Act's applicability to ITAs is a cause of concern for foreign investors. The same has however been mitigated to an extent owing to the ability of successful parties in such arbitrations to seek enforcement against the assets of India located in other pro-arbitration jurisdictions, which consider the interests of foreign investors and allow award enforcement.

However, the Indian Courts authority and jurisdiction to enforce ITAs remain unclear. India needs a well-defined legislative framework that addresses the complexities of investment arbitration in order to establish a proper enforcement mechanism for ITAs which is more explicit and provides a legal framework suitable to investment arbitration.

In view of the explanation inserted to the UNCITRAL Model Law which now includes investment under the definition of commercial, and the language incorporated under Article 27.5 of the Model BIT, changing Section 44 to expressly include the term 'investment' within the definition of 'commercial' appears to be a reasonable alternative.

REFERENCES

[1] History of ICSID Convention, https://icsid.worldbank.org/resources/publications/the-history-of-the-icsid-convention.
[2] ICA against India joining Global Dispute Settlement Body, The Hindu BusinessLine (2000), https://www.thehindubusinessline.com/todays-paper/tp-others/article29064097.ece
[3] Model Text for the Indian Bilateral Investment Treaty, Article 11.
[4] Ministry of Finance, Department of Economic Affairs (2016), https://dea.gov.in/sites/default/files/ModelBIT_Annex_0.pdf
[5] 2014 SCC OnLine Cal 17695
[6] 2018 SCC OnLine Del 8842
[7] [2005] EWCA Civ 1116
[8] 2019 SCC OnLine Del 6755
[9] Oliver Sullivan, India's bits recalibration is paying off Lawyer Monthly | Legal News Magazine (2021), https://www.lawyer-monthly.com/2021/11/indias-bits-recalibration-is-paying-off/
[10] UNCITRAL Model Law on International Commercial Arbitration, 1985, Article 1 footnote

DOMESTIC ARBITRATION

A FOREIGN AWARD CONTRARY TO THE PROVISIONS OF FEMA WOULD NOT AMOUNT TO VIOLATION OF FUNDAMENTAL POLICY OF INDIAN LAW

The High Court of Calcutta in EIG (Mauritius) Limited v. McNally Bharat Engineering Company Limited., held that the mandate of Section 48(2)(b) of the Arbitration & Conciliation Act, 1996 ("A&C Act") requires only peripheral enquiry of the obvious and not a delve into the merits. Thus, if an award based on a reasonable and commercial interpretation of agreement violates FEMA, it cannot be said to be against the public policy of Indian Law. Further, the court observed that FEMA does not constitute fundamental policy of Indian law.

IF PRE-ESTIMATED DAMAGES AGAINST EXTENSION OF TIME IN A CONTRACT ARE WAIVED, SUBSEQUENT IMPOSITION OF SUCH DAMAGES AGAINST EXTENSION WOULD REQUIRE CLEAR ACCEPTANCE BY THE PARTIES

In Welspun Specialty Solutions Ltd. v. ONGC Ltd., the Supreme Court ("SC") while upholding an Award which denied damages on account of waiver of liquidated damages against extension of time. The SC reiterated that merely having a clause providing for time to be essence of the contract would not make time of the essence unless such intention is clear from the contract and its performance. The SC held that when an extension of time is provided and pre-estimated damages is waived at the time of such extension expressly, then in case of subsequent extensions, liquidated damages cannot be imposed unless clearly accepted by the parties.

RECENT UPDATE

We are proud to share that **Sonal Kumar Singh** has been recognised as **Promissory Counsel of the Year for Dispute Resolution** by **CCAI (2021)** in the **Legal Excellence Awards 2021**

Our Partner Anish Jaipuriar, spoke at India Disputes Virtual Conference on '*The Case for Foreign Investment in India*'. **The conference was organised by *Informa*.**

UNDER SECTION 34 OF THE ARBITRATION AND CONCILIATION ACT, 1996 THE COURT CANNOT REMIT THE MATTER BACK TO ARBITRAL TRIBUNAL, BUT CAN ONLY ADJOURN THE CHALLENGED PROCEEDING FOR LIMITED PURPOSE UNDER SECTION 34(4)

The High Court of Judicature at Allahabad in M/s P.N. Garg, Engineers & Contractors vs. Chief Engineer, Bhopal Zone, Sultania Infantry Lines Bhopal, held that the Arbitrator cannot remit the matter back to tribunal after setting aside the Arbitral Award in accordance with Section 34 of the A&C Act. Such order would be beyond the legislative mandate of Section 34. The court further held that the purpose of adjournment under Section 34(4) of the A&C Act is to give arbitral tribunal an opportunity to remove the defects in Award which might lead to setting aside of the said Award and this opportunity is available prior to the setting aside of Award and not afterwards.

INTERNATIONAL ARBITRATION

UNITED KINGDOM SUPREME COURT PROVIDES GUIDANCE ON THE LAW GOVERNING ARBITRATION AGREEMENTS

The UK Supreme Court upheld the English Court of Appeal's finding in Kabab-Ji SAL v. Kout Food Group that despite the fact that the arbitration agreement provided for a seat of arbitration in France rather than the United Kingdom, English law was the law governing the relevant contract, and governed questions of the validity of the arbitration agreement. The UK Supreme Court confirmed that the International Chamber of Commerce (ICC) Award was unenforceable in the United Kingdom based on this reasoning. The UK Supreme Court's position differed from that of the arbitral panel, which determined that because the arbitration was held in France, French law applied to the arbitration agreement. The UK Supreme Court's decision contrasts with that of the Cour d'appel de Paris, which in its judgement dated June 23, 2020, held that the arbitration agreement was controlled by French law and that the award is enforceable in France. An appeal is pending with the French Cour de cassation.

IBC

UNITED KINGDOM SUPREME COURT PROVIDES GUIDANCE ON THE LAW GOVERNING ARBITRATION AGREEMENTS

In V. Nagarajan v. SKS Ispat and Power Ltd., the SC held that the limitation period for filing an appeal against an order under Section 61 of the Insolvency and Bankruptcy Code, 2016 ("**the Code**") would commence from the date of the pronouncement of the decision. The SC noted that the limitation period would not depend on the date the order was uploaded to the adjudicating authority's website. The SC concluded that the necessity of obtaining a certified copy

for the purpose of filing an appeal before the National Company Law Appellate Tribunal cannot be waived. When such an application is filed, the period between the filing date and the date of receipt of the order is exempt from the limitation period under Section 12 of the Limitation Act, 1963.

AN INSOLVENCY PROFESSIONAL HANDLING VOLUNTARY LIQUIDATION PROCESS IS NOT REQUIRED TO SEEK ANY NO OBJECTION CERTIFICATE/NO DUE CERTIFICATE FROM THE INCOME TAX DEPARTMENT

The Insolvency and Bankruptcy Board of India vide circular no. IBBI/LIQ/45/2021 dated November 15, 2021 inter alia clarified, as per the provisions of the Code and the regulations thereunder read with Section 178 of the Income Tax Act, 1961, an Insolvency Professional handling voluntary liquidation is not required to obtain a No Objection Certificate ("NOC") or No Dues Certificate from ("NDC") the Income Tax Department. The procedure of obtaining such a NOC/NDC from the Income Tax Department takes up time, which is contrary to the Code's aim of time-bound completion of processes.

CORPORATE

SEBI PROHIBITS INVESTMENT ADVISERS FROM ADVISING ON UNREGULATED ENTITIES

SEBI vide press release dated 21 October 2021 barred investment advisers from advising on unregulated entities including crypto currencies and digital gold, among others in any manner. The said action have been taken after SEBI took cognizance of the fact that some registered investment advisers were continuously engaged "unregulated activities" by offering a platform for buying, selling and dealing in unregulated products which according to SEBI amounts to violation of provisions of Section 12(1) of SEBI Act, 1992.

RBI ALLOWS FPIS TO INVEST IN DEBT SECURITIES ISSUES BY INFRASTRUCTURE INVESTMENT TRUSTS AND REAL ESTATE INVESTMENT TRUSTS

Pursuant to the announcement made in the Union Budget 2021-22 that debt financing of Infrastructure Investment Trusts (**"InvITs"**) and Real Estate Investment Trusts (**"REITs"**) by Foreign Portfolio Investors (**"FPI"**) will be enabled by making suitable amendments in the relevant legislations. Accordingly, it has been decided to permit FPIs to invest in debt securities issued by InvITs and REITs. FPIs can acquire debt securities issued by InvITs and REITs under the Medium-Term Framework (**"MTF"**) or the Voluntary Retention Route (**"VRR"**) and such investments shall be reckoned within the limits and shall be subject to the terms and conditions for investments by FPIs in debt securities under the respective regulations of MTF and VRR.

SEBI APPROVED CHANGES TO THE FRAMEWORK GOVERNING RELATED PARTY TRANSACTIONS ("RPTS")

SEBI vide SEBI (Listing Obligations and Disclosure Requirement) (Sixth Amendment) Regulations, 2021 made certain changes inter alia widening the definition of related party to include all persons or entity belonging to the promoter (P) or promoter group (PG) will be regarded as related party, irrespective of its shareholding in the listed entity, any person or entity holding, directly or indirectly, 20% or more of the equity shareholding in the listed entity w.e.f April 01, 2022, etc. Moreover, various combinations of transactions are included within the ambit of RPTs. The intent behind expanding the definition of RPT is to govern circular transactions, camouflaged or masked transactions where the transaction with an unrelated party is merely a pretext or smoke screen. In those cases, the provisions mandate lifting the veil and seeing the reality. Other changes include approval of shareholders for material RPTs, review of RPT by the Audit Committee and enhanced disclosure requirements to AC for prior approval for RPTs.

INTERNAL OMBUDSMAN TO BE APPOINTED BY NON-BANKING FINANCIAL COMPANIES ("NBFCS")

Deposit-taking NBFCs ("NBFCs-D") with 10 or more branches and Non-Deposit taking NBFCs ("NBFCs-ND") with asset size of Rs. 5,000 crore and above having public customer interface have been directed by the RBI to appoint Internal Ombudsman ("IO") at the apex of their internal grievance redress mechanism within a period of six months from the date of release of this direction. Exception from implementation of the concerned direction has been given to NBFCs not having public customer interface and certain types of NBFCs, viz., stand-alone Primary Dealers (PDs), NBFC - Infrastructure Finance Companies (NBFC-IFCs), Core Investment Companies (CICs), Infrastructure Debt Fund - Non-Banking Financial Companies (IDF-NBFCs), Non-Banking Financial Company – Account Aggregators (NBFC-AAs), NBFCs under Corporate Insolvency Resolution Process, NBFCs in liquidation and NBFCs having only captive customers.

MCA GRANTS RELAXATION IN PAYING ADDITIONAL FEES IN CASE OF DELAY IN FILING FORM 8 BY LIMITED LIABILITY PARTNERSHIPS ("LLP")

MCA vide General Circular dated 26.10.2021 granted relaxations in paying additional fees in case of delay in filing Form 8 (the Statement of Account and Solvency) by LLPs and allowed the LLPs to file Form 8 (the Statement of Account and Solvency) for the Financial Year 2020-2021 without paying additional fees upto December 30, 2021.

RBI ISSUES MASTER CIRCULAR ON GUARANTEES AND CO-ACCEPTANCES

The RBI released master circular on Guarantees and Co-acceptances relating to the conduct of guarantee business by banks. This circular shall be applicable to all Scheduled Commercial Banks, excluding Payments Banks and Regional Rural Banks. As per the new circular, various changes were made such as the banks should confine themselves to the provision of financial guarantees and exercise due caution with regard to performance guarantee business. Further, the banks should guarantee shorter maturities and leave longer maturities to be guaranteed

by other institutions and no bank guarantee should normally have a maturity of more than 10 years. However, where banks extend long term loans for periods longer than 10 years for various projects, it has been decided to allow banks to also issue guarantees for periods beyond 10 years.

OTHER UPDATES

ENGLISH HIGH COURT RULES ON WHETHER OR NOT CRYPTOCURRENCY WAS HELD ON TRUST

In Zi Wang v. Graham Darby, the English High Court decided on whether Bitcoin can be held in trust. The Claimant therein contended that the Tezos given by him to the Defendant were being held in constructive trust. However, the Claimant received Bitcoin from the Defendant in exchange for the Tezos at the conclusion of the agreed period, he was required to re-transfer Bitcoin in exchange for the re-transfer of Tezos. During the intervening period, the Claimant also claimed that the Bitcoin were at his disposal. The principle issue of whether Bitcoin could be held in trust was waived, as the Defendant recognised that the crypto currency constituted property and that it could be held in trust.

EXTENSION OF TIMELINES UNDER CONSENT DECREE CANNOT BE GRANTED UNDER SECTION 28 OF THE SPECIFIC RELIEF ACT, 1963 ("SRA")

In the case of M.K.Raghavan vs. Seerakath Mariyam Beevi, the High Court of Kerala held that parties cannot seek extension of timelines under a consent decree to make payments under Section 28 of the SRA. The court stated that allowing for such extension would amount to unilateral rewriting of terms of compromise and could not be permitted.

CHARGE CAN BE CREATED ON THE INTERESTS OF THE PARTNER IN A LIMITED LIABILITY PARTNERSHIP (LLP) UNDER ORDER XXI RULE 49 OF CPC BY A DECREE OF THE COURT

In the case of IDBI Trusteeship Services Ltd. & Anr. vs. Mid-City Infrastructure Pvt. Ltd. & Ors., the High Court of Bombay, while pronouncing on the execution application for creating a charge on the interests of a Partner (judgment debtor) in an LLP, observed that although Section 4 of the Indian Partnership Act, 1932 does not apply to a LLP, Order XXI Rule 49 of the Civil Procedure Code ("CPC") does not restrict its scope to a partnership under the Indian Partnership Act, 1932. Hence, by a decree of the Court against the firm or against the Partner, under Order XXI Rule 49 of the CPC a charge can be created on the interests of a partner or the firm in the LLP.

SC UPHOLDS THE CONSTITUTIONALITY OF BINDING EFFECT OF PROVISIONS OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 ON ONGOING PROJECTS AT THE TIME OF COMMENCEMENT OF THE ACT

In M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP & Ors. Etc., the SC held that the Parliament has consciously enacted the Real Estate (Regulation and Development) Act, 2016 ("RERA") with retrospective effect in order to ensure that the real estate projects shall be undertaken in an efficient and transparent manner. Further RERA is a beneficial legislation which seeks to protect the financial interest of buyers. As a result of this retrospective application,

any contractual obligation would be nullified if it is contrary to the provisions of RERA. With the said analysis and while adopting the principles of purposive construction, the SC held a declared retrospective application of the provisions of RERA constitutional under Article 14 & 19 (1) (g) of the Constitution.

INTENT TO TARGET INDIAN MARKET IS TO BE EXAMINED WHILE EXERCISING LONG ARM JURISDICTION TO ISSUE INJUNCTIVE DIRECTION

The High Court of Delhi in the case of Tata Sons Pvt. Ltd. vs. Hakunamatata Tata Founders & Ors, held that in order to exercise long arm jurisdiction to issue any injunctive directions to the defendants located outside India, with no physical Indian presence and, which would operate to the prejudice of non-resident defendants can be passed by Indian Courts only if two considerations are met. The considerations are whether the website of the defendants is interactive and whether it discloses an overt intent to target the Indian market.

DISCLAIMER

AKS PARTNERS
Advocates | Solicitors | Consultants

MONTHLY NEWSLETTER

NOVEMBER 2021

AWARDS & RECOGNITIONS

asialaw

GLOBAL LAW EXPERTS RECOMMENDED FIRM

ASIAN LEGAL BUSINESS ALB

LEADERS IN LAW

Forbes Present LEGAL POWERLIST 2020 in association with legitquest

BENCHMARK LITIGATION ASIA-PACIFIC

ENLISTED AS THE TOP LAW FIRM (ABOVE 10 YEARS EXP.)

ASIAN LEGAL BUSINESS 2020 INDIA SUPER 50 LAWYERS

ASIAN LEGAL BUSINESS 2020 INDIA TOP DISPUTES LAWYERS

INDIAN NATIONAL BAR ASSOCIATION

CCAI Corporate Counsel Association Of India

40 UNDER 40 RISING STARS

INDIA LEGAL AWARD 2018

ICCA INDIAN CORPORATE COUNSEL ASSOCIATION

GlobalLawExperts® Recommended Attorney

INDIA BUSINESS LAW JOURNAL FUTURE LEGAL LEADERS 2020 LAW ASIA

CONTACT US

Building No. G-16, 3rd Floor, Saket, New Delhi 110017, India

T: +91-11-40522433
40536792

F: +91-11-41764559

E: delhi@akspartners.in
info@akspartners.in

www.akspartners.in

For regular updates follow us @ LinkedIn | Facebook | Mondaq