

INTERNATIONAL JOURNAL FOR LEGAL RESEARCH AND ANALYSIS



Open Access, Refereed Journal Multi Disciplinary
Peer Reviewed

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THE PATHOLOGIES OF “CORRECTIVE MODIFICATION” AND DELAY UNDER THE BALASAMY DOCTRINE: JUDICIAL POWER, THE MODEL LAW’S NON-INTERVENTIONIST MANDATE, AND THE ENFORCEABILITY OF MODIFIED AWARDS

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Abstract

In the case of *Gayatri Balasamy v ISG Novasoft Technologies Ltd*,¹ the Supreme Court of India, in its five-judge Bench, in a majority decision of 4:1, held that the power of the court to consider a challenge under section 34 of the Arbitration and Conciliation Act 1996² is a “narrow power of corrective modification.” The majority reasoned that the power to sever an award under the proviso to section 34(2)(a)(iv) suggests a lesser power to vary the award, which the majority allowed to be corrected for “computational, clerical, typographical or other manifest” errors that are apparent on the face of the record. The only dissent objected that any change, no matter how limited, combines annulment with appellate review, and jeopardizes international enforceability under the New York Convention.³ In this article, it is argued that this case, interpreted in tandem with the Court’s use of its extraordinary powers under Article 142 of the Constitution⁴ to resolve the delayed dispute, is a structural change from the non-interventionist set up of the UNCITRAL Model Law.⁵ The article highlights a doctrinal double standard: party autonomy is paramount as regards the bargain, and flexible as regards the award, as shown in the contrast between this interventionism and the Court’s adherence to extreme contractual terms in *BPL Ltd v Morgan Securities & Credits Pvt Ltd*⁶ and its formalism in *Alchemist Hospitals Ltd v ICT Health Technology Services India Pvt Ltd*.⁷ The article examines section 34 in comparison with the highly restrictive remission provisions in Singapore and Hong Kong

¹ *Gayatri Balasamy v. ISG Novasoft Techs. Ltd.*, (2025) INSC 605 (India).

² The Arbitration and Conciliation Act, No. 26 of 1996, § 34, India Code (1996).

³ Convention on the Recognition and Enforcement of Foreign Arbitral Awards art. V, June 10, 1958, 21 U.S.T. 2517, 330 U.N.T.S. 38 [hereinafter New York Convention].

⁴ India Const. art. 142.

⁵ UNCITRAL Model Law on International Commercial Arbitration, G.A. Res. 40/72, U.N. Doc. A/40/17, annex I (June 21, 1985), as amended by G.A. Res. 61/33, U.N. Doc. A/61/17, annex I (Dec. 4, 2006) [hereinafter Model Law].

⁶ *BPL Ltd. v. Morgan Sec. & Credits Pvt. Ltd.*, (2025) INSC 1380 (India).

⁷ *Alchemist Hosps. Ltd. v. ICT Health Tech. Servs. India Pvt. Ltd.*, (2025) INSC 1289 (India).

and suggests a three-step Severability and Manifest Error Test to reorient the post-*Balasamy* landscape.

Keywords: Section 34, UNCITRAL Model law, Party Autonomy

I. Introduction

The guarantee of commercial arbitration is finality. Both instruments are based on the same underlying principle, which is that the court at the seat has the power to set aside an award, but not the power to replace it with its own award.⁸ Both instruments rest on the same principle: the court at the seat has the power to set aside an award, but not to replace it with its own award. That was the premise that was shaken for Indian-seated arbitration in the five-judge Constitution Bench of the Supreme Court of India in the case of *Gayatri Balasamy v ISG Novasoft Technologies Ltd.*⁹ Justice K V Viswanathan dissented, finding that the proviso to section 34(2)(a)(iv), which is a faithful copy of the Model Law, speaks of annulment and remission and that any modification, even if it is in very limited circumstances, is tantamount to a merits review which the legislature had specifically excluded.¹⁰

The purpose of this article is to present one thesis. The corrective-modification doctrine of *Balasamy*, combined with the Court's almost contemporaneous application of Article 142 of the Constitution to resolve a pending dispute on the merits in *Lancor Holdings Ltd v Prem Kumar*,¹¹ is a clear indication of a drift from the non-interventionist spirit of the Model Law. This drift is from the annulment court of section 34 to a corrective appellate court. Two other decisions made in 2025 further highlight the Court's conservative approach to the question of a concealed arbitration agreement, with the Court in *BPL Ltd v Morgan Securities & Credits Pvt Ltd*,¹² affirming a punitive 36% default interest rate in favour of the party autonomy, and the Court in *Alchemist Hospitals Ltd v ICT Health Technology Services India Pvt Ltd*,¹³ upholding the refusal to find an arbitration agreement from the mere use of the word "arbitration." The contrast reveals a double standard, the contractual bargain is sacrosanct, and the arbitral award is malleable.

⁸ See Model Law, *supra* note 5, art. 34; New York Convention, *supra* note 3, art. V.

⁹ *Gayatri Balasamy*, (2025) INSC 605.

¹⁰ *Id.* (Viswanathan, J., dissenting).

¹¹ *Lancor Holdings Ltd. v. Prem Kumar Menon*, (2025) INSC 1277 (India).

¹² *BPL Ltd.*, (2025) INSC 1380.

¹³ *Alchemist Hosps. Ltd.*, (2025) INSC 1289.

The argument has 5 parts. Part II traces the words of section 34 in the light of Article 34 of the Model Law and shows that the Indian judiciary has read into the model law a power that was never intended. In Part III, *Lancor*'s delay and displacement pathology are explored. In Part IV we build on the double-standard critique with *BPL* and *Alchemist*. Part V carries out a comparative analysis of the strict remission regimes of Singapore and Hong Kong. In Part VI, the authors suggest a three-step Severability and Manifest Error Test to limit *Balasamy*. It is followed by a brief conclusion.

II. The Textual Gap: Section 34 against Article 34 of the Model Law

A. The deliberate omission

The fidelity is textual, the Arbitration and Conciliation Act 1996 was enacted to give effect, for domestic and international arbitration, to the UNCITRAL Model Law.¹⁴ The grounds listed in section 34(2) closely mirror Article 34(2) of the Model Law,¹⁵ which provides a closed list of grounds for attacking an award. The grounds set out in section 34(2) are almost identical to the grounds provided in Article 34(2) of the Model Law, which provides for a closed list of grounds for challenging an award.

There are two aspects to this architecture that are important. The first part of the sentence is the verb throughout, which is “set aside.” There is no mention of variation, alteration, revision or modification of an award in either of section 34 or Article 34.¹⁶ Second, when the model framework wanted to send back a matter to the tribunal for correction, it stated this expressly. The remission mechanism is provided for in Article 34(4) (section 34(4))¹⁷ which allows the court to suspend the setting-aside proceedings when requested by a party and “where it is appropriate”, in order to afford the tribunal, the opportunity to “eliminate the grounds for setting aside.” It is a necessary fact, because the drafters had in mind a process to cure defects and they gave it to the tribunal, not the court. Remission would be largely a formality if there was a power in the court to set aside the award.

It is interesting to compare this with the previous law. The 1996 Act replaced the statute of the 1940 Arbitration Act with the Model Law's terminology and language and expressly provided for the court to “modify or correct an award” in certain circumstances.¹⁸ Before *Balasamy*, the Court had taken the view that the removal of an express modification power was the best

¹⁴ The Arbitration and Conciliation Act, No. 26 of 1996, pmbi., India Code (1996).

¹⁵ Compare *id.* § 34(2), with Model Law, *supra* note 5, art. 34(2).

¹⁶ See The Arbitration and Conciliation Act, No. 26 of 1996, § 34; Model Law, *supra* note 5, art. 34.

¹⁷ The Arbitration and Conciliation Act, No. 26 of 1996, § 34(4); Model Law, *supra* note 5, art. 34(4).

¹⁸ The Arbitration Act, No. 10 of 1940, § 15, India Code (1940) (repealed 1996).

possible indication that it was not an oversight to be corrected by implication, but rather a deliberate choice by the legislature in the 1996 Act.¹⁹ In *Project Director*, the Court had expressed the supervisory jurisdiction to be “supervisory” in the strict sense, that is, one which can only be exercised to set aside an award. *McDermott International Inc v Burn Standard Co Ltd* had previously referred to the supervisory jurisdiction as “supervisory” in the strict sense, which can only be exercised to set aside an award.²⁰

B. The implication from severance

The *Balasamy* majority did not argue that there is no express power to modify in section 34. Rather, it was a matter of inference. The power to sever contains the power to amend, and the limited and restricted power of severing an award implies a power of the court to vary or modify the award.²¹

The conclusion is not valid. Severance and modification "operate in different spheres and are not of the same genus."²² The court takes away a separately contained part, and leaves the rest of the reasoning in the tribunal unaltered. To alter: to change, part and the determination of the court for the determination of the tribunal. Subtraction is the respecting of what remains as the authorship of the tribunal, while substitution is the displacing of it. The proviso to section 34(2)(a)(iv) on the other hand is limited in scope to two grounds of excess of jurisdiction and is only applicable where the impugned matter is "separable."²³ It is a strange basis for a power that is free-standing and cross-cutting, to change the quantum, the interest or any “manifest error.” The premise of the maxim *Omne Majus Continet In Se Minus* is that the lesser power is the same kind as the greater, which is not the case here.²⁴

The majority’s pragmatic reasoning, based on the idea that denying modification would cause “significant hardships, escalate costs, and lead to unnecessary delays” through forcing parties into new arbitration, is a policy argument, rather than a textual one.²⁵ The statute also provides an answer to this question. The disadvantages that the majority feared is the disadvantage that the Model Law accepted: the hardship of a clean separation between adjudication and supervision.

¹⁹ *Project Dir., NHAI v. M. Hakeem*, (2021) 9 SCC 1 (India).

²⁰ *McDermott Int’l Inc. v. Burn Standard Co.*, (2006) 11 SCC 181, ¶ 52 (India).

²¹ *Gayatri Balasamy*, (2025) INSC 605 (majority op.).

²² *Id.* (Viswanathan, J., dissenting).

²³ The Arbitration and Conciliation Act, No. 26 of 1996, § 34(2)(a)(iv) proviso.

²⁴ See *Gayatri Balasamy*, (2025) INSC 605 (Viswanathan, J., dissenting) (discussing the maxim *omne majus continet in se minus*).

²⁵ *Id.* (majority op.).

C. The interest carve-out

Most of the majority's interest in post-award reveals the tension. The majority justified the asymmetry by pointing out that section 31(7) is an indigenous provision not found in the Model Law.²⁶ The concession is revealing, however, as arbitrators are "not expected to be able to predict future events or movements in the market." The court revising the rate is, of course, deciding a question of compensation de novo, on information which the tribunal could not have anticipated, if modification of the rate is justified for that reason. That is appellate correction in disguise, and it is at odds with the majority's own position that the corrective power is "different from an appellate power or a review on the merits."²⁷

III. Delay and Displacement: The *Lancor* Pathology

If *Balasamy* went one step further and edited the award, *Lancor Holdings Ltd v Prem Kumar* shows another step to take – that of circumventing the arbitral process altogether.²⁸ The dispute stemmed from a joint development agreement that resulted in an award issued after an extraordinary and unexplained delay – the arbitrator closed proceedings in July 2012, but did not issue the award until March 2016, some three years and eight months later, for which he denied any relief on the basis of inadequate pleadings.²⁹

The Court's doctrinal ruling is sound on its own merits and one that is well overdue. It has harmonised a body of conflicting High Court authority, holding that delay alone is not a free standing ground to set aside an award, but where delay has affected the quality of the award – where the award has given rise to perverse reasoning, failure to address the issues or disruption of the pre-arbitral balance between the parties – such delay may render the award contrary to the public policy of India and patently illegal under section 34.³⁰ This is in keeping with the Delhi High Court's reasoning in *Harji Engineering Works (P) Ltd v Bharat Heavy Electricals Ltd*³¹ and the causation-based reasoning in *Union of India v Niko Resources Ltd*³² and is a sensible departure from the rigid *functus officio* approach of *Bharat Oman Refineries Ltd v Mantech Consultants*.³³

²⁶ The Arbitration and Conciliation Act, No. 26 of 1996, § 31(7).

²⁷ *Gayatri Balasamy*, (2025) INSC 605 (majority op.).

²⁸ *Lancor Holdings Ltd.*, (2025) INSC 1277.

²⁹ *Id.*

³⁰ *Id.*; see The Arbitration and Conciliation Act, No. 26 of 1996, § 34(2)(b)(ii), § 34(2A).

³¹ *Harji Engg. Works (P) Ltd. v. Bharat Heavy Elecs. Ltd.*, (2008) 153 DLT 489 (India); see also 2008 SCC OnLine Del 1440.

³² *Union of India v. Niko Res. Ltd.*, 2012 SCC OnLine Del 3327 (India).

³³ *Bharat Oman Refineries Ltd. v. Mantech Consultants*, 2012 SCC OnLine Bom 669 (India).

The cure is in the treatment. The Court did not remit the matter to a tribunal or relegate the parties to fresh arbitration under section 43(4) of the Act,³⁴ having set the award aside. The arbitral mechanism was completely avoided, and the dispute was decided by itself by invoking Article 142 of the Constitution which grants the State the “extraordinary power” to adopt “such decree or order as is necessary for doing complete justice.”³⁵

This is the displacement pathology that is the natural extension of *Balasamy*. The dissent is illustrated by *Lancor*, who had himself identified Article 142 as a “freestanding source of limited modification power” to be used “with great caution” for fear that it “undermine the Act’s core principle of minimal judicial intervention.”³⁶ Where court is allowed to rewrite a clause of award, *Lancor* allows court to write award and *Balasamy* does not. The caution that most of them advised is self-evidently unreviewable – Article 142 is a discretionary residuary power and its invocation in any particular case cannot be challenged.³⁷ There is no structural limit on a doctrine which has the only protection of judicial self-restraint.

The enforceability consequence is of the moment. An order under Article 142 is not an arbitral award, but rather a Supreme Court order. But for a domestic dispute, it is irrelevant whether a foreign court would find an award to enforce, it is irrelevant since it establishes a doctrine which is not domain-limited, and it is precisely what the award-centric architecture of the NY Convention was designed to prevent: a curial resolution to a contract where one already exists in the form of an award.³⁸

IV. The Double Standard: *BPL* and *Alchemist*

Balasamy and *Lancor*’s interventionist approach runs counter to two other 2025 decisions in which the Court exercised party autonomy and textual formalism to deny intervention.

A. *BPL*: autonomy as to the bargain

BPL had challenged the award that imposed a contractual default interest of 36% per annum with monthly rests on a bill-discounting facility, as it was penal and violated the principles of

³⁴ The Arbitration and Conciliation Act, No. 26 of 1996, § 43(4).

³⁵ India Const. art. 142; *Lancor Holdings Ltd.*, (2025) INSC 1277.

³⁶ *Gayatri Balasamy*, (2025) INSC 605 (Viswanathan, J., dissenting).

³⁷ See India Const. art. 142.

³⁸ See New York Convention, *supra* note 3, art. I, art. V.

public policy in *BPL Ltd v Morgan Securities & Credits Pvt Ltd*.³⁹ The Court rejected the arguments of the appellants, holding that the rate agreed to by the parties was freely agreed upon; that section 31(7)(a) allows the tribunal to award interest at the agreed rate; and that a high contractual rate is not, without more, an unreasonable rate and thus does not offend public policy.⁴⁰ The party autonomy and the sanctity of the contract prevailed, and the Court refused to second guess the tribunal's enforcement of the parties' chosen term.

B. *Alchemist*: formalism as to consent

The Court in *Alchemist Hospitals Ltd v ICT Health Technology Services India Pvt Ltd* was very formalistic at the very outset of the arbitration.⁴¹ The Court felt no sense of obligation to the parties' manifest will and was unwilling to accept the existence of an arbitration agreement based on the mere use of the word "arbitration" or even "arbitral tribunal" or "arbitrator" in a contract.⁴²

C. The incoherence

When taken together, the four decisions reveal a contradiction in principle. In *BPL*, the Court refused to consider the parties' substantive decision, which was an extreme interest rate, for curial revision, as party autonomy is always the most important. In *Alchemist* it considered the parties' jurisdiction selection to be a requirement that the selection must be specifically indicated in the agreement, which must be clear and unambiguous. But in *Balasamy*, where the product of the autonomous and consensual process—the award—is subject to editing by the court under an implied power that the statute did not give it. The Court thus both celebrates autonomy at the beginning of the contract (*Alchemist*) and celebrates autonomy with regard to its content (*BPL*) whilst diminishing autonomy at its end (*Balasamy* and *Lancor*).

The incoherence isn't just a matter of aesthetics. Party autonomy in arbitration is autonomy of the entire arbitration dispute resolution bargain, the most important element of which is the finality and non-appealability of the award.⁴³ The 36% rate was agreed upon, and it is the duty of the parties to adhere to it, not the duty of the court to "correct" the tribunal's "manifest errors" that the parties did not request the court to correct. The award is the consideration the parties gave up when they waived the ordinary appeal; the merits review of the award is the

³⁹ *BPL Ltd.*, (2025) INSC 1380.

⁴⁰ *Id.*; see The Arbitration and Conciliation Act, No. 26 of 1996, § 31(7)(a).

⁴¹ *Alchemist Hosps. Ltd.*, (2025) INSC 1289.

⁴² *Id.*

⁴³ See Gary B. Born, *International Commercial Arbitration* 3849–55 (3d ed. 2021).

consideration for waiving the ordinary appeal. The strict policing of the gate (*Alchemist*) and the opened door (*Balasamy*) are reversed in the priorities of the doctrine that it is supposed to police, compared with the consensual model.

V. Comparative Study: Strict Remission in Singapore and Hong Kong

India's position has been best judged in comparison with jurisdictions that have the same inheritance system as India but have not succumbed to the lure of change. The obvious comparator is Singapore, which, like Hong Kong, is a leading seat for the application of the Model Law, has adopted Article 34(4) remission and has explicitly limited the supervisory court's powers to annulment and remission.

A. Singapore

In *AKN v ALC* the Singapore Court of Appeal emphasized that the only remedies available on a successful setting-aside application are to set the award aside or where appropriate to remit it to the tribunal and, importantly, that these two remedies are mutually exclusive.⁴⁴ The Court of Appeal was clear that "once an award is set aside, the court is functus as to that award, and the parties must, if they wish, commence fresh proceedings."⁴⁵ The job of the seat court is to assure the fairness of the process, not the fairness of the result. This is the orderly separation that *Balasamy* forgoes: in Singapore, a "manifest error" in quantum that does not fall foul to the narrow setting-aside grounds just stands; if it's healed, it's back to the tribunal, not the curia.

B. Hong Kong

The Arbitration Ordinance (Cap 609) of Hong Kong also follows the Model Law's setting-aside provisions and the remission provision in Article 34(4) of the Model Law.⁴⁶ The recent cases in which courts have suspended setting aside proceedings to remit on public-policy grounds show that the corrective function is one of the remitters' and that the court only identifies the defect and then remits the award to the authors for correction, without altering the nature of the award as an arbitral award. The recent cases in which the courts have suspended setting aside proceedings in order to remit the award on public-policy grounds confirm that the corrective function is one of the remitters' and that the court only identifies

⁴⁴ *AKN v. ALC*, [2015] SGCA 18 (Sing.).

⁴⁵ *Id.*

⁴⁶ Arbitration Ordinance, (2011) Cap. 609, § 81 (H.K.) (incorporating Model Law art. 34).

the defect and then remits the award to the authors for correction, thus preserving the nature of the award as an arbitral award.

C. The lesson

The comparative picture helps to highlight the unique (and potentially hazardous) qualities of *Balasamy*. Singapore and Hong Kong show that the concept of remission is already included in the Model Law to solve the curable-defect issue. That's the answer to make the award an award. India's innovation is to avoid remission and opt for curial correction, keeping in mind that remission is time consuming and expensive. However, the integrity of the award comes at a price; the speed of the award. If a court is allowed to rewrite an award, it will tell the world that an award made by an Indian-seated award is not final until the section 34 court has completed its work.

This is the enforceability risk the *Balasamy* dissent has pointed out.⁴⁷ India does not have an express statutory provision that makes a court-ordered award a part of the arbitral award for enforcement purposes, which would ensure the Convention's enforceability. Justice Viswanathan pointed out that there were express statutory provisions in the United Kingdom, Singapore and New Zealand to ensure that a court-ordered award is part of the arbitral award for enforcement purposes, which India does not have.⁴⁸ The majority's reasoning is incomplete, finding the concern to be "misconceived" because the New York Convention refers to the law of the seat for determining when an award is binding, a modification valid under Indian law becomes part of the binding award.⁴⁹ The determination of quantum or interest by a court substituted for the arbitral award, in substance, is a court decision, which is not the decision of the arbitrators to whom the parties agreed. If the foreign enforcement court is one that has a narrow interpretation of the autonomy theory of arbitration, it is likely it will not recognise the modified part as arbitral, leaving a bifurcated and unenforceable hybrid. It is the very premise that the majority rely on that the Convention's award-based definition of a domestic nature leaves up for grabs.

VI. A Proposed Severability and Manifest Error Test

Balasamy has now become a law in India. The task for principled adjudication is not to disapprove of it, but to restrict it; to keep "corrective modification" from becoming the kind of

⁴⁷ *Gayatri Balasamy*, (2025) INSC 605 (Viswanathan, J., dissenting).

⁴⁸ *Id.*; see Arbitration Act 1996, c. 23, § 71 (UK); International Arbitration Act 1994, § 24 (Sing.); Arbitration Act 1996, § 34 (N.Z.).

⁴⁹ *Gayatri Balasamy*, (2025) INSC 605 (majority op.); see New York Convention, *supra* note 3, art. V(1)(e).

appellate review which the majority refused to accept and from which the dissent dreaded. To this end, this article suggests a three-step Severability and Manifest Error Test is proposed. If any of the three steps is not met, then the court has only the powers to annul and/or remit under section 34(4).

Step One – The Severability Threshold. The impugned part of the award should be legally and practically distinct from the rest of the award, in the sense that the tribunal’s reasoning on any other part of the award would remain unaffected by the correction of the impugned part of the award. Where the error is part of the tribunal’s substantive analysis, then the threshold is not met and the case should be remitted “because it would be necessary to re-weigh the evidence and re-construe the contract to correct the error”.⁵⁰

Step Two – The Manifest Error Filter. The key is that the error must be one of computation, clerk’s slip, typography or an arithmetical or transcription mistake of the Code of Civil Procedure 1908, section 152 character⁵¹ – an error that admits of only one correct answer, and is “not debatable.” On the other hand, if two or more reasonable figures or conclusions are available, then the matter is debatable, the court would be choosing between the figures, and the filter would not work. This filter should be used to prevent the open-textured residual category of “other manifest errors” from turning into a “portal to substantive revision” unless it satisfies the uniqueness-of-outcome criterion.⁵²

Step Three – The Enforceability Safeguard. The court shall, before making the modification, be satisfied that the modification does not change the nature of the award as an arbitral award for the purposes of the New York Convention and shall state reasons for that. The presumption should be against modification and in favour of remission under section 34(4) of the Arbitration and Conciliation (International Commercial Arbitrations) Rules 2016 in any international commercial arbitration or in any arbitration conducted by the tribunal in India and the determination issued by the tribunal should be corrected and remain of an arbitral nature.⁵³ This is an important step to address the issue of enforceability raised by the dissent and provides the structural protection that a bare exercise of judicial restraint cannot.

⁵⁰ Cf. *AKN v. ALC*, [2015] SGCA 18.

⁵¹ The Code of Civil Procedure, No. 5 of 1908, § 152, India Code (1908).

⁵² See *Gayatri Balasamy*, (2025) INSC 605 (majority op.).

⁵³ The Arbitration and Conciliation Act, No. 26 of 1996, § 34(4); The Arbitration and Conciliation (International Commercial Arbitrations) Rules, 2016.

The beauty of the test is that it turns out to be a transformation of *Balasamy*'s aspirational cautions into operational gates. Modification of post-award interest, in particular, should rarely stand the test of Step Two, that is a re-assessment of the compensation which is not a unique-outcome correction, but rather a debatable re-assessment based on the tribunal's inability to "anticipate future events."⁵⁴ It puts remission back in the role of the main corrective means of law, as it is in Singapore and Hong Kong, but keeps an authentic narrow curial power for the indisputable slip.

VII. Conclusion

Gayatri Balasamy was able to resolve a long-standing controversy but did so by reading into section 34 a power which the Model Law was not intended to give and which the 1996 Act was expressly unwilling to re-enact. The implication from severance to modification is not sustainable: severance does not imply substitution of a judge's decision for a tribunal's decision and the maxim *omne majus continet in se* cannot be used to fill in different powers of genus. *Lancor* demonstrates the slippery slope toward curial adjudication under Article 142 in place of the arbitral process, which in the international context would give an international court a judgment disguised as an award. The incoherence at the centre of the doctrine is, of course, starkly revealed in the contrast between *BPL* and *Alchemist*: a Court that venerates the parties' bargain at the entrance and in the terms of the contract, but that is willing to edit the award—the very result of the bargain at its exit.

The experience of Singapore and Hong Kong shows that the Model Law already provides the answer which the *Balasamy* majority was looking for; remission is the means to keep the award an award. The three-step Severability and Manifest Error Test suggested here is provided as a method of discipline which will confine *Balasamy* to the indisputable slip, bring back the remission to the fore and will protect the enforceability of awards made in India. In its absence (or in the event of a legislative amendment expressly declaring a court-corrected award to be part of the arbitral award, as the dissent praised), Indian arbitration may be coming to a compromise between the finality that is its essence and a corrective jurisdiction, which the consensual model was designed to exclude.

⁵⁴ *Gayatri Balasamy*, (2025) INSC 605 (majority op.).