



1 **INDIA ADR WEEK DAY 1: BANGALORE**

2 **9th Oct-2023**

3
4 **SESSION 3**

5
6 **RESOLVING TECHNOLOGY AND IP-RELATED DISPUTES ACROSS ALL**
7 **INDUSTRY SECTORS: THE AAA-ICDR WAY**

8 **02:00 PM To 04:00 PM**

9
10 **Speakers:**

11 **Poornima Hatti, Co-founder, Head - Dispute Resolution, Samvad Partners**

12 **Ashish Kabra, Head, Singapore Office, Nishith Desai Associates**

13 **Saurabh Awasthi, General Counsel, Kyndryl India**

14 **Shreyas Jayasimha, Advocate, Arbitrator, Mediator, Founding Partner, Aarna**
15 **Law**

16 **Goutham RV, Counsel, Trilegal**

17 **Aastha Chawla, Director (Asia), AAA-ICDR**

18
19 **GOUTHAM RV:** Welcome to the afternoon session of the India ADR week. Today's panel
20 discussion revolves around resolving technology and IP related disputes across all industry
21 sectors, the AAA ICDR way. Before we begin with the session, I would like to invite Aastha,
22 who is the Director for the Asia CMC, AAA-ICDR. Briefly about Aastha, prior to her stint with
23 AAA-ICDR, she was a Counsel and practitioner in Indian courts. She has the unique
24 opportunity to draw from her experiences in litigation and dispute resolution. And to sort of
25 help the AAA-ICDR process. Aastha over to you, please.

26 **AASTHA CHAWLA:** Good afternoon, everyone. I believe there are many of us who are yet
27 to join. The lunch was pretty good, I believe. So, we are here for AAA-ICDR as a part of India



1 ADR Week. And I would just before I start, by a show of hands, how many of you have heard
2 about AAA-ICDR? And how many have been a part of AAA-ICDR arbitration or a mediation?
3 Some. So, we are doing some work, some good work. Some success we have seen. If I can
4 introduce AAA-ICDR to the ones who have not heard. AAA-ICDR has been a pioneer in the
5 field of dispute resolutions for decades. Although it will be much easier for me to say that AAA-
6 ICDR is nearly 100 years old, however, I would like to say that we are 7 million cases old. Don't
7 be surprised, it includes our domestic case load as well. When it comes to our international
8 case load, it is around 700 to 1,000 one year... in a year. Now while I was preparing for this
9 talk, I came across a study which talks about what are the three main challenges that are that
10 we face in technology litigation. It's cost, time and resolution, and third is the inexperienced
11 and unqualified decision makers for technology disputes. So clearly, we see that there is a lack
12 of subject matter expertise, when we go, take our disputes to litigation therefore the best
13 alternatives. And now we do not want to use the word alternative anymore for arbitration
14 because it has become the main dispute resolution mechanism and technology disputes are on
15 a rise. Now, if we go back to the origin of arbitration, in the Middle Ages, arbitration was a
16 source or a mediation of resolving... medium of resolving disputes by the merchants. And they
17 also didn't want the legal experts to be resolving their disputes. They wanted someone who
18 was experienced in their industry to be resolving the disputes. And safely we can say that
19 bringing in subject matter expertise is one of the biggest benefits arbitrations brings in. Now
20 to counter this issue of inexperienced and unqualified decision makers, AAA-ICDR has a
21 specialized panel for technology experts as mediators and arbitrators. So, when it comes to a
22 technology dispute, we make sure that someone from the technology panel is appointed as a
23 neutral. Now, before we go into the appointment process, I would like to briefly share how an
24 appointment is done with AAA-ICDR. When a case comes to us, the case manager's first
25 responsibility is to call both the parties, schedule an administrative conference and ask the
26 parties, what are the qualification of the arbitrators that they are looking for. Once the party
27 submit their qualifications, the qualifications can be anything, nationality, subject matter
28 expertise, language capabilities, technology capabilities, whatever the parties want to wish for.
29 And these qualifications are noted down by the case managers. We look for such qualifications
30 in our panel arbitrators and mediators, and we send out a list of 10 to 15 arbitrators to the
31 parties. The parties have the choice of either striking out the names that they receive and the
32 leftover name they can rank in order of their preference. Once they do the ranking, they bring
33 back the list to the case manager, and accordingly, the best choice of the arbitrator as chosen
34 by the parties is appointed, which eliminates the surprise element, and also make sure that the
35 arbitrator who is deciding the dispute has the subject matter expertise. And that's what we are
36 looking forward to improve on. Now, we have a stellar panel here, which will make sure that



1 no one sleeps after the lunch. In any case we have coffee outside. And now I would leave the
2 discussion to the panel to take forward. Thank you very much.

3 **GOUTHAM RV:** Thank you, Aastha, for the introduction on the AAA- ICDR mechanism and
4 what it has to offer as a platform. Hope the takeaway from here is also for all of us to sort of
5 use the platform in our future disputes. Coming back to the panel, before going ahead with...
6 allowing the panel to discuss the issue, very relevant issue in my opinion given Bangalore is
7 the Tech Hub, the Tech Capital of the country, re-solving tech and IT disputes through the
8 arbitration process. I want to give a brief introduction of the panel for those who are not aware
9 of the popular faces that are joining us today. Shreyas Jayasimha, Founder of Aarna Law and
10 Co-Founder of Simha Law, has 23 to 25 years of experience. He's a trained arbitrator, acts as
11 an arbitrator, trained mediator and also acts as a Co-Counsel in major international and
12 domestic arbitrations. He's a member of Expert Committees constituted by the Ministry of
13 Law and Justice in India, and another several committees across arbitration institutions.

14 Poornima Hatti, Co-Founder of Samvad Partners. Again has 20 years of experience, acting as
15 mediator and arbitrator and as Counsels not only in arbitrations but also outside in the court
16 process, is uniquely takes to give us insights on the practice outside court and inside court.

17 Saurabh Awasthi is the GC for Kyndryl India and was priorly associated with IBN India. A tech
18 enthusiast who's keenly invested and interested in [UNCLEAR] technologies. We hope to hear
19 a lot of insights from him on what goes on behind the screens when parties are considering
20 several options that exist for resolving their disputes.

21 Ashish Kabra will be the moderator for this panel. He is the head of Nishith Desai and
22 Associates, Singapore. He himself has relevant experience in representing MNCs, tech
23 companies specifically and pharma companies in domestic and international arbitrations. He
24 is also engaged with several clients in the TMT sector, which a part of... he is involved in the
25 panel discussions today. He's also a member, honorary member of Commercial Bar
26 Association Singapore sorry England and Wales and is also a working group member of the
27 Singapore International Commercial Court. This panel... a very illustrious panel and hope all
28 of us today will have a lot of questions to ask, pick their brains on the things that they would
29 discuss in the course of our panel discussion. Over to you, Ashish.

30 **ASHISH KABRA:** Thank you, Goutham and thank you Aastha for the introduction. Now as
31 the moderator for the post lunch session, the first order of business is I see that the clock is at
32 81 minutes. I will reduce that time to straight 60 and try and sharply end in 60 minutes, from
33 now. So that's the first order. So, you only need to concentrate for the next 60 minutes. They've



1 already introduced the panellists who are here, and obviously, they all have a stellar
2 reputation. The topic that we are going to address or speak on is technology disputes and
3 effect, and IP disputes and resolving them the AAA-ICDR way. Now we've all seen a whole
4 host, a different type of technology disputes, but each have a very different nuance and
5 different way of handling them. But when we talk of arbitration, it has traditionally not been
6 the way in which these disputes have been resolved, but there has been a change in a shift
7 which is taking place and in also the type of disputes where this shift is taking place, or already
8 we are down the path to resolving them through arbitration. But to simplify the discussion and
9 to start the discussion for today, let me begin with a very basic question for the audience. And
10 I'll address that to Poornima. Poornima, if you can just describe to us and help us understand
11 what all do technology disputes effectively entail or what are the types of technology disputes
12 that one comes across these days?

13 **POORNIMA HATTI:** Thanks, Ashish. So, I was just telling Ashish, that we'll try and make
14 this as interactive as possible, where a small group of people feel free to interrupt us at any
15 point of time. Should you have something to add in, many faces in the audience have
16 experiences in technology and intellectual property, so it'll be great to have it as a conversation.
17 So, feel free to let us know if something has worked for you something hasn't worked for you.
18 We're all friends on the panel here. So, it'd be good to sort of take the conversation forward as
19 opposed to sort of a one-way conversation. So, the reason I think it's important to identify
20 technology disputes is technology is such an interesting part of our lives today and anything
21 that you touch can be categorised as a tax dispute. So, while you may have a tech M&A or a
22 tech joint venture at least in my conversation today, I'm not going to focus on those as tech
23 disputes. What we're going to look at and traditionally of course, there have been
24 collaborations in the tech space which involve time and cost and certain milestones to be
25 achieved and when those are not met, what happens? The reason why I'm looking at it in this
26 context is of course, in some situations, Tech and M&As and Tech JVs and other collaborations
27 which have a contractual nature will have some implications on the nature of arbitrations or
28 dispute resolution mechanisms that we adopt. But if we focus purely on the tech subject matter
29 then we can look to see if we want certain expertise as Aastha was talking about. Who do we
30 want as our arbitrators? Who do we want as our mediators? Do we have a certain profile? And
31 where do we look towards these people? And how do we achieve that goal? I think that's what
32 I'm going to be looking at as Tech. In terms of intellectual property, again, a wide, vast canvas.
33 Do we want to talk about validity and arbitrability of IP disputes for everything that is in a
34 contractual context in persona. So, if Ashish and I enter into a contract about certain
35 intellectual property rights then we can definitely go to arbitration and because of the creature,
36 arbitration is a creature of the contract. But if it's something as wide as a domain name and



1 we want an injunction from a court to make sure that it's not utilized specifically in an
2 persona context. Then, are we looking to ADR at all and what needs to be done in that context.
3 So how much of intellectual property disputes can be utilized in the ADR arbitration space?
4 Obviously, because it's far more efficient, much more cost friendly compared to Indian courts
5 especially bearing in mind that intellectual property and technology can cover beyond border
6 disputes. Right. So, Tech is very international so is intellectual property. So how do we keep
7 these two ideas in the context of dispute resolution? I'm going to stop there.

8 **ASHISH KABRA:** Thank you, Poornima. Let me also bring in Saurabh here. Saurabh you,
9 bring the in-house perspective on the panel, here. What are the types of disputes that you have
10 seeing in your line of work.

11 **SAURABH AWASTHI:** Thanks Ashish. Look, I think while I was driving here to the venue,
12 I was thinking the kind of disputes that a tech company has. What is atypical about them and
13 why arbitration versus conventional dispute resolution? I think one of the things one thought
14 about always was complexity. But then a number of my friends, including some here on the
15 panel, have advised on fairly complex contracts. Let's say, which deal with EPC, or which deals
16 with oil and gas, which are no less complex. So, what is unique about complexity in tech? I
17 think it's because the way tech has evolved in the last couple of decades is faster than anywhere
18 else. Right. So, what tech meant earlier and then for the disputes around it has obviously
19 changed with the nature of how technology has evolved. To give you an example, India saw a
20 boom with complex managed services, tech contracts, about maybe 18-20 years back. A lot of
21 those contracts are now actually being read because you have clients who've now looked at
22 continuous service over years together. And I think there are contrasting sort of motivations
23 for clients as well as service companies in terms of, what are the efficiencies being drawn?
24 What the issues that come into play? Most of these are extremely complex annuity type
25 contracts. So therefore, there are issues that will come in on performance of these managed
26 services contracts. And I think the important part to remember is unlike a situation where you
27 have a standalone service provider and substitutability is easy, you can't really change your
28 managed service provider easily. So, you've got to solve the problems and if it's not going to
29 work out when you talk to each other, then you've got to find an efficient way to resolve it and
30 move on with the engagement. On the IP dispute side. I think a number of the India tech
31 stories equally divided between innovation and IP development versus services, which is a very
32 large part of what's getting done here in India. I think IP disputes for larger entities, large scale
33 arbitration is relatively unheard of in India because I think more or less people are mindful of
34 IP and their monetization and therefore they're extremely conservative around it. Also in the
35 startup ecosystem, you see a little bit more of IP disputes. But for established service



1 companies, I think less or so. And then finally, of course one important reminder for this group
2 is that IT Companies are the largest employers. They've got a ton of people and resources. And
3 where you've got people, you will have problems. Those could be employment disputes which
4 see lesser of let's say the need for a formal dispute resolution. But take for instance, large
5 payouts. Take, for instance, patents. Take, for instance, rights that people have, and they've
6 developed assets for companies. Again, those are important disputes that come into play. Just
7 to round off, I think we also are acquisitive as a sector, and I think inevitably with the
8 acquisition comes the process of working those [UNCLEAR] shareholders. You got payout
9 related disputes. You got management related disputes. So, I suspect the last two categories
10 are perhaps generic across sectors and across industries. But I think the first two are really
11 morphing, really, really quickly. I think if you were to speak in five years' time about what
12 disputes we see, almost certainly you will hear the word AI. I haven't said that in a minute and
13 I can't believe it because everybody keeps talking AI. So, that's where we are right now in the
14 on-tech disputes.

15 **ASHISH KABRA:** Interesting observations there Saurabh. Poornima, you mentioned about
16 transactions in the... involving IP. There were the other set of disputes that you both
17 mentioned about was related to the actual intellectual property, their validity, enforcement
18 ownership. Then we obviously are seeing new age issues coming up in the artificial intelligence
19 space and so on. So, Shreyas, given this background of the different types of disputes that our
20 panellist just described, let me start with a threshold question. How do you see these disputes
21 being amenable to arbitration or rather let me put it differently, do you consider that these
22 disputes are arbitrable?

23 **SHREYAS JAYASIMHA:** Thank you. If you speak to many of the in-house Counsel like
24 Saurabh here. They have for a long time in the tech space just disliked arbitration, and they
25 have voted with their feet. If you look at the number of companies that have not had arbitration
26 clauses that have had them but with very few institutions. It's a very telling story and I don't
27 think the arbitration world has been listening especially to the tech companies telling us why
28 the system does not work. So, I think the arbitration world will do well for itself to take a pause
29 and listen. So, one part of it is the legality of it which I will address in a minute. But before
30 getting into that, I wanted to say that the expectations of commercial enterprises in the tech
31 space are of a higher order, in the sense that they need people who are able to be technically
32 proficient, who are able to understand with some degree of expertise not only the technology,
33 but also business implications. The domino effect that an improper outcome can have can be
34 severe and it can be severe not just on the outcome of one enterprise. But because technology
35 companies have become part of the core infrastructure, something like banking, something



1 that you can do, not do without. And therefore, getting a wrong outcome let's say, in a
2 construction dispute might result in two unhappy parties, might result in a wonky building or
3 a bridge. But getting a wrong outcome in a deep tech dispute will have a long-lasting negative
4 outcome. And I think the level of trust that the arbitration ecosystem can produce consistently,
5 technically aware, commercially aware arbitrators who can then produce fair outcomes is a
6 matter of trust building. And therefore, the arbitration world cannot demand respect. It must
7 earn it and command it. Having said this, the law has certainly made space from going to one
8 end of the pendulum to say that if it is the disputes that impact on third parties be it in the real
9 estate context, what we saw in *Vidya Drolia* [INAUDIBLE] or more specifically in IP. There's
10 been certainly a clarification that large numbers of IP disputes are entirely arbitrable. Eros
11 International considered this in some detail in 2016. And most recently, we just jump to the
12 Hero Electric Vehicles versus Electro Immobility 2021 decision, where the court understood
13 that it actually went beyond just the facts of that particular case, which was pertaining to
14 infringement of a trademark, but also say that the essential rights that were being claimed
15 were not merely under the trademarks act but the infraction that was being alleged was also
16 contractual. And therefore, the contractual breaches were in fact the essential infractions
17 being alleged between the parties. And therefore, they said it falls well within the notion of
18 arbitrable disputes. Of course, the caution from *Vidya Drolia* still remains in the background
19 that is if there is... there are rights that are in person, absolutely, go ahead. If there are rights
20 in [INAUDIBLE] then again, this test of what is the essential infraction that needs to be looked
21 at. But my good friend and now recent senior Counsel in Chennai, Srinath Sridevan had a very
22 interesting take on this case last month in Chennai, where he said that this analysis of those
23 three or four tests that came in *Vidya Dolia* is actually incorrect according to him. And I leave
24 it, I don't want to steal his thunder. I want to fully acknowledge his input and I am sure he will
25 have a short article on it soon. So, that is where we need to earn our respect in this field.

26 **ASHISH KABRA:** I take a point that arbitration needs to earn its respect to be the chosen
27 mechanism for tech companies for resolving their disputes. And I believe we are making stride
28 towards it as you mentioned earlier, triple AAA-ICDR having a specialized panel is a step in
29 that direction. But on the threshold question of arbitrability of these disputes, you mentioned
30 that the Indian courts have gone ahead and found these disputes to be arbitrable. You
31 mentioned about the Delhi High Court judgment and Hero Electric case. It was interesting
32 because typically intellectual property disputes about the disputes regarding their validity and
33 ownership they are considered to be dealing with rights in rem and are not considered as
34 amenable to arbitration. However, subordinate rights arising from these rights in rem can be
35 truly arbitrated and that's what the Delhi High Court there said and that's where the position
36 now, as it stands. But as you mentioned earlier again on arbitration commanding its position



1 as being the preferred mechanism. Let me come back to Saurabh. Saurabh, he was mentioning
2 about technology companies and let me put the question to you differently. As from being in a
3 technology company what do you see or believe that are the advantages of having arbitration
4 as a means of resolving disputes? I know Shreyas said that we need to earn our respect. I'm
5 putting the question inversely to you coming from the technology space as to what do we do
6 or what do you feel, is how arbitration can be useful for tech companies in resolving their
7 disputes?

8 **SAURABH AWASTHI:** Yeah look, I think a number of... sort of companies like ours and I
9 speak in my personal capacity, but the number of tech companies which are hosted outside
10 promoters, investors, regulators are convinced that the adjudication process with courts is
11 slow, is unwieldy, is problematic because there are idiosyncrasies at different high courts, et
12 cetera, et cetera. I think the pitch that we made and partially it's true, but partially it isn't is
13 that we wanted a certainty of process. We wanted domain experts who understand what we do
14 because it is fairly niche. We thought that this would be efficient from a timing standpoint and
15 a cost standpoint. I go back, most of us are similar age here on the panel. You not included
16 Ashish, but when we were first year, or second year associates the number of notes we've
17 written to our international clients about why arbitration was preferable. Right? If you
18 remember those compared to going to courts. But clearly some of that hasn't unfolded the way
19 we wanted it to. I find, for instance, that there is some lack of amplification in terms of choices
20 around arbitration. Most of us end up going ad-hoc, and that's because we're not really well
21 informed in terms of what capabilities different Chambers bring in. So, I think events like this
22 help, number one. Number two is that there's got to be more active engagement to be able to,
23 for instance, let me just take two minutes to give you something specific. So, we have a
24 conventional structure where tech companies are system integrators. They work as
25 intermediaries between clients and then a host of software and service providers. They
26 essentially gather and integrate the entire suite of services and then deliver them to the client
27 as an outcome. Now, if there was a dispute, given that there are back to back relationships it
28 would ideally need somebody to understand how that back stopping works. What is the
29 concept of privity? Because there are very strong accounting concepts around gross
30 transactions versus net, depending on what value the system integrator brings. So, it's just sort
31 of pointed out two things for 10 seconds, and it's already started to get intense. Somebody
32 needs to be able to drill down into that level of intensity at the arbitral proceedings. We've of
33 course found that's been a bit of a challenge. It's been chequered. I won't say that Shreyas has
34 been entirely off key but more often than not, we found that in the balance... the assurances
35 that we gave about speed and efficiency around resolution are simply not there. I don't know
36 if that answers your question, but the net of what I'm saying is we're looking for domain



1 expertise and not somebody who's just understood the domain, and then just sits on it. None
2 of us do with technology. You've got to keep staying current. We're looking for certainty of
3 process. And I think costs aren't that much of a challenge if one is assured efficiency. So, that's
4 what one would like to see.

5 **ASHISH KABRA:** So, Poornima, let me follow you up with you on what Saurabh was just
6 mentioning. How do we then... how can or how does arbitration if it already does address some
7 of these challenges or some of these areas that tech company are looking into? And if
8 addressed or if already a solution is available, they would increasingly adopt arbitration as
9 their means of resolving dispute? He said, about certainty, speed and efficiency. Are there
10 other factors also at play? So where do you think the arbitration, as it stands currently in
11 answering some of these issues or areas that technology companies looking to?

12 **POORNIMA HATTI:** Well, I don't think arbitration addresses all of what Saurabh is asking
13 for. And those are reasonable asks it's not like he's asking for everything else. And these are
14 conversations that we're having regularly, how can we improve the ecosystem that we're all
15 part of and how do we make this move forward? So let me give you an example. And it's also
16 interesting what Shreyas said in terms of how do we command respect, and how do we make
17 sure that even let's say if it's an ad hoc arbitration and Shreyas and I are sitting as arbitrators.
18 How do we make sure that we do really measure up to everything say IBM or Kindle wants and
19 then how do we do that. So, we were... actually we had a dispute where we were acting for an
20 international tech company. Interestingly there was a mediation clause. And on the other side
21 was a government entity the Government of a State in India. And what really excited me was
22 the fact that we had a mediation clause in a government dispute. You don't really see that
23 because no one officer will want to say, I settled this dispute at this value and then have a 100
24 questions asked. This could have gone up. Why don't you just go to court and get a judgment
25 or why didn't you get a Tribunal. But the fact that (a) we had the mediation clause was very,
26 very interesting, but the point is once the process started of this tier dispute resolution clause,
27 there was mediation, expert determination, and then arbitration. We were unable to appoint
28 a mediator of our choice. And because, as Saurabh, said, there was a continuing engagement,
29 they couldn't replace us because there was a long, historic Health Tech ongoing issue. So, we
30 couldn't be replaced. We were not getting money. We were not getting the client's attention.
31 But well, ultimately, they had a mediator of their choice who knew little or nothing about
32 health or tech. So that mediation rapidly failed, despite a lot of effort from our client. We then
33 moved to expert determination, same story again. And finally, we are now in arbitration. So,
34 despite an excellent tier dispute resolution clause the process failed because one party was not
35 willing to engage the way it was conceptualised. So, we have to read the room in terms of who



1 are the parties involved and Big Tech in India will have to engage with the government in some
2 form or the other or state entities. So are we all in an ecosystem where each of us is mature
3 enough to say this is a bunch of neutral people, or let's go to AAA-ICDR or whoever else and
4 say, let them then appoint from a set of arbitrators that they have who would then resolve your
5 dispute. I think there has been progress. I want to pick up on a thread from the previous
6 conversation on mediation and ODR. I think we're already there. There's a lot of conversation
7 that's happening. We're moving rapidly in that direction. And there's some good mediators
8 and good arbitrators. But sector specific expertise is something that we still have to build a lot
9 more. And when that happens, I think the asks of the industry will be met. But we have to work
10 together as an ecosystem. I don't think a bunch of us or only the institutions will make a
11 difference. And this is for anything, right? I mean, diversity on the arbitration panel is a pet
12 project of mine. We don't see enough women arbitrators. Why not? Because everybody wants
13 a grey-haired man. Preferably a retired High Court Judge or Supreme Court judge on the
14 panel. So how do we make that needle move forward. So, these are conversations that we
15 continue to have and should have. So, it is really our collective responsibility to make this
16 happen.

17 **ASHISH KABRA:** [INAUDIBLE] What about certain other factors. Again to you, things like
18 confidentiality or cross border enforcement how critical or otherwise not so critical do you
19 think these factors are in context of tech companies and tech disputes?

20 **POORNIMA HATTI:** So, I'm taking those as given. Confidentiality, choosing the person who
21 has the tech expertise, the fact that you could control it, the fact that it's not going to be on the
22 evening news, these are things that we've now accepted Cost, we've not excepted. But as
23 Saurabh said people are willing to put good money if they feel that the process will result
24 somewhere. I think what is exciting... again, I'm going to go back to the tier dispute resolution
25 clause is preserving relationships. So, I know AAA ICDR now has an opt out mediation clause,
26 interesting. So, you opt out of mediation you don't opt in. And the reason that's there is
27 mediation can give you very, very creative outcomes, not necessarily legal outcomes. We can
28 then say, let's settle this but we'll have five other projects we'll work on together or why you
29 don't do some other training or do some other collaboration, which is not going to happen in
30 arbitration or in court. So, I think there is movement and creativity over there, but we have to
31 still take it forward. So, I think confidentiality, time and cost, while continuing to remain
32 concerns we have sort of other challenges to cross.

33 **ASHISH KABRA:** You mentioned about AAA-ICDR in their rules and their rules are very
34 unique in that sense and allow for an easy transition between mediation and arbitration. So,
35 from a technology disputes perspective when you think the role that mediation can play, I



1 think set of rules also sort of enable that. Shreyas coming to you, in this context are there
2 other provisions within the institutional framework, institutional rules that are there in
3 particular AAA-ICDR set of rules which can be capitalized by technology companies, or
4 which may be used in some of the tech disputes to achieve some of these areas or concerns
5 that tech disputes are having or to sort of resolve them for example cost, speed, and
6 efficiency.

7 **SHREYAS JAYASIMHA:** Thanks. I do want to say that in this scepticism that I pointed out
8 on tech companies the AAA-ICDR does stand out as being one of those exceptions that proves
9 the rule. I've been part of the processes in the US other places and there's a reason why AAA-
10 ICDR, has kind of led the curve. I'll begin with... what is kind of... perhaps might have hit your
11 mobile screens which is crypto disputes. So, if you look at crypto disputes, you look at Aastha's
12 office in Singapore. You have matters that are going on between founders of crypto funds, their
13 targets, their portfolio companies. You can see for yourself, the rules that are being chosen for
14 such disputes. Look at the statistics of tech business only. There's about 1.1 billion, billion can
15 be written in many ways. Billion can be written with three digits of millions after that. So, it's
16 huge amount of money and people are voting their feet for the set of rules. It's interesting for
17 us to consider why? Apart from the out-mediation process, Aastha you may think it this AAA-
18 ICDR was the first to create the emergency arbitration. But my memory served correctly, was
19 it at Stockholm Chamber of Commerce? You can slug it out. Okay, all right. When I was in
20 Stockholm, they claimed to be the first. So, I haven't verified it. But amongst the first for sure
21 in having the emergency process. And that was the creative response to the demand for speed,
22 the demand for creativity in having, making sure that you do more than just the usual process.
23 Now as I said to the committee to redraft portions of the arbitration act. It's become such an
24 expected element of an arbitral ecosystem of any seat. This was not the case, just a couple of
25 decades ago. Also, there are other rules or expediated procedures as well with support also
26 technology and IP disputes. I must also comment to the attention of the audience. Some of the
27 notes and practical guides that the institute has developed for example there's a AAA practical
28 guide on drafting dispute resolution clauses and they classify it in different formats. One is
29 Arbitration of Future Disputes. Arbitration of existing disputes which can be looked at, too
30 many cases which are currently already perhaps in different rules as well but then want to opt
31 into the AAA-ICDR ecosystem. And there are also specific clauses that can be incorporated,
32 looking to appoint experts of technology or IP experts and there are also some sample clauses
33 for preliminary relief. I must also quickly mention that there is a platform that they have also
34 created which is an online platform for resolution of any dispute that's not limited to tech. I
35 must also mention the generosity of ICDR. We all know the success of SIAC. But if you look
36 into who is the institution that mentored SIAC to become the roaring success that it is in Asia



1 you'll find that it is this the host of today's panel. And so, the generosity of the institute is to
2 me striking as just as an objective observer of the market, and even with the suite of online
3 products again it's you are able to use it, Aastha, correct me if I'm wrong, even if you are not
4 using the AAA rules, can you use the online platform or not? Yes, okay you have to use it okay.
5 So, maybe you might consider that in future times as well because this interoperability
6 between arbitral institutions is key. This is the key, and I would say this is also the market
7 expectation. So that just as you are able to say, others can opt into your rules. If again, your
8 speed of products can also be taken advantage of with whatever ad hoc other procedures are
9 going on. It will hugely have a beneficial impact.

10 **AASTHA CHAWLA:** [INAUDIBLE]

11 **ASHISH KABRA:** Thank you, Shreyas, and interesting points on the AAA-ICDR rules and
12 the online case management platform that's available. We've been discussing a fair bit about
13 how we sort of use arbitration, some of the advantages and some of the challenges that you
14 outlined in terms of what tech companies are looking. But procedurally or as a mechanism in
15 itself are there any inherent limitations which arise when one adopts arbitration while trying
16 for resolving technology disputes?

17 **SHREYAS JAYASIMHA:** What's the alternative? What's the alternative you are comparing
18 it against? So, when you talk about limitations there are limitations to any one of those buffet
19 options, litigation has its limitation, arbitration, mediation has it's very severe limitations in
20 terms of it requires consent of parties before you can move ahead. So, I think therefore
21 focussing only on the limitations of arbitration is not looking at the full picture of the options
22 that are available. And we have to look at the shades of grey. And in this, just as you say,
23 democracy is the least worst form of a government in technology space. It may well be that...
24 we need to rebrand and re ADR not as alternate dispute resolution, but as appropriate dispute
25 resolution. So, the same dispute even a tech dispute at an appropriate stage might have a
26 litigation element that's relevant might have an arbitration element that's relevant and a
27 mediation element that's relevant. So, I would recommend taking a very focused approach to
28 each situation rather than branding one mode as being better or worse than the other
29 especially when it comes to one industry or sector such as tech. That is my view.

30 **ASHISH KABRA:** Saurabh, do you have any other thoughts or perspectives on this? I would
31 also consider areas such as we see in technology disputes. Sometimes we need relief against
32 third parties at an interim basis. I don't know what's everyone experience has been on site of
33 document production in international arbitration. We see the current approach is fairly



1 limited in terms of things a Tribunal normally orders. Is that something that could have an
2 impact on how a technology dispute is [INAUDIBLE]

3 **SAURABH AWASTHI:** One of the things is that large tech tends to be risk averse. So, in
4 terms of... in terms of its involvement in large arbitrations I think that you may want to think
5 that they really must be pushed to the absolute limit before they actually enter a full-scale
6 dispute. But I did want to step back for a minute to answer a couple of points or just to add to
7 what Shreyas said. So, I think, as we sit and talk about what concerns tech companies might
8 have, there are a couple of points for instance, AAA-ICDR has exactly what we're saying. Has
9 tech panel experts. There seems to be certainty. There's a legacy over a number of years,
10 decades of doing this. What about amplification? You'd be surprised because there are experts
11 sitting here and therefore there is sophisticated conversation around choice of arbitral rules,
12 venue, e- chambers. You'll be surprised at how elementary that discussion becomes when you
13 have 20 points, and you need to close a contract. It really is sometimes completely unscientific.
14 There's no hesitation in admitting that people want to choose a jurisdiction because they don't
15 want the other party's jurisdiction to be involved and I think there needs to be a slightly, a
16 more thought from both sides. Our counterparties as well give us fairly broad brush
17 recommendations on what they want arbitral venues and arbitral rules without really
18 substantiating that with what are the advantages of A versus B. So, I'd say, amplification of
19 choices and the advantages of a chamber. The second is coming back to what someone said,
20 which is that the digital wallet in India is now the largest with the Government of India. So, I
21 think all of us here are either practitioners or we work for industry. But who's talking to the
22 Government? Who's talking to bureaucrats? I was at a meeting last week in Delhi, and I was
23 speaking to a very senior gentleman from a public sector undertaking. The conversation was
24 on aspects of those... that was an entity which deals with EPC contracts, and we were
25 discussing tech contracts. Where do the two meet? So, I reckon we need to also evangelize the
26 advantages of a chamber like this. Because as Poornima said, I'd actually be really happy if
27 mediations were less meaningless, and we could actually resolve a number of things through
28 mediation and move forward. And there have been some steps on that the government has
29 taken. So, as I said and the last point is that from our standpoint, so far as the process is
30 concerned, I think we had the impression because of some arbitrations that we'd heard that
31 happened in Singapore and London, that they were quick, they were efficient, there were rules
32 that were met. But I think those have really been far and few. Between we routinely see other
33 sides abuse the arbitral process in certain chambers and that just doesn't work for us. It makes
34 us go back with a sorry face to people who we assured certainty. So, as I said, I think if you're
35 able to resort to a chamber which has a legacy of practice and which the other side has heard



1 of and is suitably convinced, then of course, the conversations become easier, and you might
2 not need to go the entire way on the dispute resolution process.

3 **ASHISH KABRA:** It's interesting you mentioned in context of Singapore because for
4 example, we see very often as we discussed earlier in the session today as well, issues around
5 arbitrability of a dispute are raised and that becomes a means of protracting the litigation.
6 However, we now see, for example, in Singapore there's a very clear legislation in relation to
7 arbitrability of Intellectual Property disputes. It clearly outlines that all of these disputes
8 would be arbitrable and sets out the position. So, these measures do in fact, lead to clarity. But
9 always the challenge remains, which is there for example, the recent *Anupam Mittal versus*
10 *Westbridge* judgement which is now introduced the composite test for determining
11 arbitrability and looks at, both the law of the seat and law of governing the arbitration
12 agreement. And consequently, we may still be there looking at the Indian law. But let me pivot
13 a little bit now and let me come back to you Poornima, towards a slightly different area. And
14 this pertains to the regulation of technology by government. How do you see this play out in
15 context of disputes?

16 **POORNIMA HATTI:** Thanks, Ashish. Before I answer that, I also want to take forward what
17 Saurabh was saying a little bit. Saurabh, when you say chambers, you are talking about an
18 institution effectively, right? So, it's unfortunate that you have a good institution with a good
19 set of rules, that they somehow seem to be abused by parties. So, then it comes down to how
20 much control an institution will have, or the Secretariat has to sort of reign in the parties and
21 that's really the pitch for institutional arbitration over ad hoc arbitration. And I think there's
22 a conversation that needs to be explored for review of rules regularly by institutions to say...
23 Tech is changing fast are we reviewing our rules fast enough. A week in technology, it may be
24 years in the context of a construction dispute. Are we doing enough to modify or people
25 delaying things which will then affect interim measures to whatever extent. So, I think that
26 kind of introspection within the stakeholder community is also important and Aastha, maybe
27 this is a conversation for another day. But maybe that sort of introspection conversations with
28 stakeholders and from your own experiences to say, when has a party gone rogue and whatever
29 context or even to ODR providers in India. How can we reign in parties to make sure that this
30 really gets credibility? I think that's an important conversation that we must have. I think the
31 reason why Government's tech interface is also important is, you can't really arbitrate with the
32 government if there's no regulation. India's had its fair share of running with big tech. We've
33 had it in context of Twitter and free speech. We have had in the context of geopolitical concerns
34 with tech companies, particularly from China. So, we've seen that play out. And those have
35 played out in the public domain under the context of public law or international public law.



1 So, I think I just wanted to make sure that we're mindful of that context as well. Although India
2 is not a signatory to the exit. And we've had chequered history with bilateral investment
3 treaties. It's worth sort of noting that internationally there have been cases where companies
4 have invoked bilateral Investment Treaties or Investment treaties. Exit statistics for instance
5 show that there's been a significant increase. I think more than 25% increase in terms of the
6 number of tech disputes that they are having, and these happen to be State investor State
7 context disputes. So, number of them, google for example, [UNCLEAR] Sweden many. So, I
8 think, we should be mindful of that context and the geopolitical concerns when we talk about
9 tech and disputes. We are close to 41 minutes, so I won't continue to speak and stop there.

10 **SAURABH AWASTHI:** I will just want to take a second and also share with you and thanks
11 Poornima, for that. We meet with our leadership needs with the Government fairly often and
12 we've had senior representatives from the Government saying, what is it that we need to do to
13 ease doing business in India? Which was... which has been something the government done
14 for 20 years with varying degrees of success. But I think you should know that it is difficult for
15 large companies like us to specifically recommend Chambers. Because that's going to have an
16 effect that is not fair that we're essentially seeking, as I said, the attributes of fairness, technical
17 efficiency or proficiency and certainty. So, this just brings back the point of what Poornima
18 said, about recognizing geopolitical concerns, using that as a leverage with the government
19 when you amplify and actually offer this as one of the key offerings from the government to
20 have large companies come in and resolve the disputes quicker. Right?

21 **ASHISH KABRA:** I think there are flavours there. And the government is also coming up
22 with means to see how we can bring in some of these mechanisms in resolving disputes which
23 are arising on account of their regulation of technology. We heard in the previous session as
24 well, how ODR is also being explored in context of the data protection law. So, there are those
25 flavours. But Poornima, you made a point earlier about investment Treaty claims arising out
26 of technology regulation. But unlike areas where governments have traditionally seen claims
27 where they depart or move away from the international trend. Today, the international trend
28 not just in India, but across Europe, and our leading, developed jurisdiction is to regulate
29 technology. How does that play out and does that have a role in some of these claims that are
30 arising under bilateral investment treaties?

31 **POORNIMA HATTI:** I am sure Shreyas who has done more BIT work than I have may have
32 something to add. So, I think tech in the context of State relations geopolitical concerns is not
33 only tech, it becomes... it could be free speech, it could be seen as a something with a criminal
34 tone, it could be seen as an attack on sovereignty of a country especially if the tech is coming
35 from outside. You are talking of fair and equitable treatment by this host state and whether



1 that is being met. So, there's a whole host of stipulation under international law in that context.
2 So, while tech is at the core of its governments don't necessarily see that they are regulating
3 tech. Google and competition law in the European context. So, if you got such a huge
4 [UNCLEAR] like Google and to what extent it will impact, rights of people, rights of citizens
5 and how the government perceives it and what will they do react, to ensure that their people
6 are safeguarded however they are looking at, whatever those rights and safeguards may be.
7 These will play out and again the cross-border idea of tech comes into force. Contrast that to
8 say... start up tech that we deal with in Bangalore every day where they are willing to have a
9 quick resolution because the company wants to grow, and it wants to attract investment and
10 don't want to spend time and money in the context of a dispute while they are growing. So,
11 tech has a wide range and I think at that level, a translational level we do see tech being
12 identified with more public law issues which results in the regulation.

13 **ASHISH KABRA:** Shreyas, do you have anything to add further on this?

14 **SHREYAS JAYASIMHA:** I see government as a client. I have had a client in the Republic
15 of India for 9 years or so. And there are 200 other potential clients. Like anyone else it's a
16 complex organisation that requires some legal advice to function. So, I don't think we have to
17 see government as something that is [UNCLEAR] generous and essentially different in terms
18 of professional engagement. I think the tone is changing. For example, in Delhi I was there
19 maybe two weeks ago. About 250 people in the room. I can talk about it because I saw
20 somebody pulled up LinkedIn much later. I didn't say anything when it happened. But the
21 point was to map out the obligations under international treaties of the Republic under
22 investment treaties, under trade treaties and under tax treaties. So that the policy red lines are
23 understood. And you have to involve all departments, all ministries, all states. And India has
24 the three lists and so the governance choices that are made at the federal level, at the state
25 level and at the municipal level may have... may trigger international obligations. But the
26 awareness is simply not there. So, I have for long advocated that India needs a permanent
27 position to focus on international obligations, call it an ASG, call it whatever you want but we
28 need to have it rather than have it found splintered in many ministries. I think like any client
29 if there's somebody with a good idea, they are very willing to listen. So, I don't think we should
30 hold back and writing an article in a newspaper is not the only way of communicating. You can
31 easily communicate. It's shocking to many, but this is a... India is a democracy. You don't need
32 to have some special access to a minister or a bureaucrat. You can just write to him your
33 thoughts and it may be considered.

34 **ASHISH KABRA:** It's interesting that you mentioned that you need a permanent position
35 within the government to focus on some of these international obligation or issues which arise



1 due to some of the government actions that they take within the domestic sphere in contrast
2 of or which could lead to international obligations. Let me pause here. Punima had earlier
3 mentioned that we would try to have questions from the let me pause here. Poornima had
4 earlier mentioned that we would try to have questions from the audience. We'll once again
5 open it up and ask the audience if there are any particular issues or any questions that you
6 have in context of this topic, "technology disputes and resolving them through arbitration".
7 Please raise your hands and let us know. It's a post lunch session and everybody is...

8 **AUDIENCE 1:** Someone has very helpfully left the mic on my table, and I am not sure why.
9 You were talking about how Big Tech is resistant to arbitration, and how we need to earn...
10 work for it to earn the respect acknowledged. But I would also say this is only when it suits
11 them. If you look at any software licensing agreement where they don't want to sue you, they
12 quietly slip in an arbitration agreement only in New York. So, it's both ways. What you have to
13 say about this?

14 **SHREYAS JAYASIMHA:** I stand by what I say unequivocally. It's not surprising that a
15 commercial enterprise has thought carefully about its contracts and if you don't have the
16 bargaining power to deal with that situation. In some countries you might have laws such as
17 unquestionable terms in contracts. India perhaps needs such a law. And the angst from which
18 you speak of is also addressed in some countries by saying the B to C contract, will be viewed
19 differently. So even here we have seen some of the consumer forum entertain matters despite
20 the existence of an arbitration clause. But that's in the B to C space. But on a purely commercial
21 arrangement that is B to B, there is no getting around the fact that you need to have and build
22 commercial strength to have the negotiating power. But once you have it do you use it? And I
23 think the inefficiencies that Saurabh has pointed out and many others have mentioned. These
24 are too real. You cannot have a corrupt or a broken system and expect respect. You cannot
25 have an inefficient system and expect respect. And it's a collective responsibility to improve
26 ourselves. I think now there are many institutions, now they are getting born all the time.
27 Every city has one, there are entrepreneurs who are creating institutions. There are ODR,
28 people who are creating what are hybrids of institutions and rules and technical facilities. So,
29 there are many options. It can be very confusing for parties who want to choose arbitration to
30 say how and where. And so, I think some responsible guidance around that is very important.

31 **ASHISH KABRA:** Also, just to add there dispute resolution clauses in standard form
32 agreements and their implications have been discussed in various jurisdictions, as a whole
33 body of law that has developed on it. But even within context of India, it depends whether you
34 have faced any deficiency of service or if the technology company is alleging certain say, misuse
35 of the licensing... licenses which have been provided. It depends but at least in context of India



1 your ability to take recourse against the technology company through consumer law is not
2 limited. Arbitration continues to add on over there and becomes an additional facet, which is
3 there. Of course, where that seat would be, which institution you use, how do you go about it?
4 It's a matter of relevant bargaining power of the parties. And then you can obviously depend
5 upon different fact patterns could lead to different ways it works out.

6 **SAURABH AWASTHI:** Not that I speak for big tech, but just to add to what Shreyas was
7 saying, I think there is asymmetry of negotiating power across in segments. The big tech
8 companies seem to be formidable when it comes to dealing with B to B, or B to C, of course.
9 But think about big tech when they negotiate with the government. There is zero leverage
10 there. And that's not because there is a sophisticated appreciation of business or commercial
11 constraints. It's because the party on the other side is careful, as Poornima said, about not
12 resolving something and bringing it to a sensible point because they would get questioned
13 about how they actually got to something sensible. Why did they not follow precedent, however
14 idiotic it may be. We've dealt with that several times. So, I think the answer to perhaps an
15 asymmetrical position where big tech is on one side of the fence versus the other, is really only
16 as Shreyas said to some extent, ensuring that the terms are not unconscionable on both sides.
17 And then there is, of course, the certainty that if there is an address required, it will come at
18 an efficient and reasonable price across, whether it's a big tech which petitions for it or the
19 other side. So that was just two cents on it. Please.

20 **SHREYAS JAYASIMHA:** I want to just go left field for a second, please and say that we are,
21 I think operating at a time when the world really needs us to get our act together. India really
22 needs to get its act together. The public sector, the private sector, the professionals, we are not
23 to be competitors to annihilation. We are here to build together, and that sense of consensus
24 is critical. I think conferences such as this should perhaps also be somewhat result oriented
25 because otherwise ideas are mentioned and now that we have TERES, and your transcription
26 facilities. Earlier, it would be an excuse to say, oh, I don't know what they said, I don't
27 remember, we didn't take a note. Now we have all of these. Now all of this should be able to be
28 resulting in something that is concrete. And I want to point out to two quick initiatives. One,
29 of course, the Arbitration Act Amendments people know about but I'm even more excited by
30 the IFSC. IFSC is an attempt to create a choice of governing law within India. So, you may have
31 a governing law of India, governing law India IFSC. What should be the constituents of that?
32 India will never have English Law on our soil, clearly. What is the alternative? How can we
33 recreate the efficiencies of the DIFC or ADGM without having the English Law. And what are
34 the changes that are required not only to the arbitration or ADR regime, but even the
35 substantive commercial regime is what we're talking about? Maybe these unfair terms and



1 contracts act anything else that is required. So, we are living at a moment where good ideas
2 are critical, they're more than welcome. And I think everybody is listening So we should use
3 the opportunity fully.

4 **ASHISH KABRA:** We have another question here. Ali please.

5 **ALI AMERJEE:** Hi, everyone. My name is Ali Amerjee. I'm an associate in Link Leaders
6 London office and thank you first of the panel for your views on a range of topics like
7 confidentiality and arbitrability of disputes. And thank you Ashish for keeping everybody
8 awake after a very difficult post lunch session. My question is related to the multi-party
9 element of some of these new tech disputes. For example, with respect to the *Binance case*,
10 there have been a multitude of parties involved. It's like a class action kind of scenario. And
11 we see that happening more often in terms of cases in the US, whether certain stock exchanges
12 have faced litigation in terms of class action and given the kind of products in the tech space
13 probably be more those in the future and is arbitration really equipped or ready for that in the
14 future? Thank you.

15 **POORNIMA HATTI:** No, I was wondering, Aastha, if you want to talk from your experience?

16 **ASHISH KABRA:** It's a very good question that you raise Ali. In the *Binance case*, as I
17 remember the exchange had a dispute resolution clause, which provided for HKIAC as the
18 arbitration centre there. And as we see in the point Poornima made earlier, it's very important
19 to keep developing the institutional rules so as to address these new emerging areas. And I
20 think some of the leading institutions, including MCI, including AAA-ICDR, they all have
21 consolidation provisions. And I think the dispute that you mentioned is fairly novel, as that
22 led to a consolidation of large number of claims into a single arbitration by each of the users
23 of the particular exchange. So indeed, arbitration is developing and going in that area to
24 address all these new age issues, even for technology companies when you are entering into
25 multiple contracts with various parties sort of B to C arrangements where businesses entering
26 arbitration does indeed offer that solution. And could be... interestingly in your case it's not
27 just even arbitration, there is third party funding, which is also being applied to the same set
28 of solution to lead to an outcome. So, we see a set of consumers who, it's not about those
29 consumers taking on a technology giant. Some of the other concerns that were raised earlier,
30 a set of consumers coming together being funded to take on a technology giant in and through
31 arbitration as a means. So that's definitely a very good example and a very good situation of
32 how arbitration is addressing some of these new age technology disputes that are now
33 emerging.



1 **SHREYAS JAYASIMHA:** Just a quick point. Many of these cases you'll find 176, 200, 300,
2 respondents and out of the countries where they are based. It's Senegal. It's all sorts of places.
3 One of them was in India. The point I'm making is which is the alternative to the New York
4 Convention? Convention of 1958 has now whatever... 180 plus signatories and despite some
5 countries such as India, having a notification requirement. Some countries like Malaysia doing
6 away with it. There is simply no alternative. There is so the Tina factor is what is driving these
7 such disputes and every new other industry to arbitration, and it will remain so.

8 **POORNIMA HATTI:** One other connected point is we have to evolve to take this into
9 account simply because what history has taught us is... if you don't use consolidation and
10 procedures to expediate them together and move forward you may have different outcomes
11 for the same set facts which you don't want. And it may be difficult to then enforce them. So,
12 as tech advances and the number of users advance, and you don't want to go to court so then
13 arbitral institutions have to think of ways to say... well if Uber wants to go to arbitration with
14 every user in Bangalore what are we going to do and at what cost and where do we go? So,
15 that's the sort of conversation we must be thinking of, not necessarily as Shreyas said, it should
16 be a way forward for every conversation and maybe there will be articles that come out of this,
17 but we should definitely find a solution.

18 **ASHISH KABRA:** I think I had mentioned at the start of the session that I will stop it strictly
19 at 60 Minutes and we are there unless we have any other questions. Last one final question.
20 Otherwise, we'll end the session here. Alright. Just join me in thanking my... the fellow
21 speakers here on the panel. It was nice to hear your views. Thank you, everyone, for patiently
22 listening in the post lunch session for us.

23 **GOUTHAM RV:** Thank you, panellists and the audience, for going through this afternoon
24 session. As everybody's pointed out a few things for us to take back and something thankfully...
25 these are insights from the panel that I as an audience heard. Challenges do exist. Wide
26 ranging challenges from arbitrability scope, expertise who are the panel going to be, who are
27 the Tribunal going to be. Their expertise composition cost in time and I think a few of these
28 challenges are sort of addressed by AAA-ICDR. As Aastha mentioned, broad based panel,
29 broad based pool of arbitrators to choose from. Processes that sort of help in expeditiously
30 coming to a resolution of the dispute. In addition, I also heard of a tool that sort of helps you
31 customize your arbitration clause for a specific company in a specific sector. So therefore, all
32 general arbitration clause may not do well for a company and AAA-ICDR has sort of thought
33 of this to allow for a resolution or allow for a more customized arbitration mechanism to be
34 facilitated. In addition, as Ali mentioned, challenges to the way forward consolidation process.
35 How do you accommodate 200 people 300 people? In that regard, in that sense AAA-ICDR



1 has a survey on its member, I mean on its websites wanting feedback from arbitrators, from
2 practitioners, et cetera to evaluate their own rules and to evaluate how they conduct the
3 processes. And I request all the members of this session to take couple of minutes out and fill
4 out that survey if possible. And your valuable feedback will be very much appreciated and
5 useful for us whenever we do use AAA-ICDR as a mechanism.

6 **SHREYAS JAYASIMHA:** Equally, MCIA is going to be putting out its rules again shortly
7 and for public comment. And I think that comment will also be eagerly awaited there. Thank
8 you.

9 **AASTHA CHAWLA:** Thank you, Shreyas. Thank you.

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~~~**END OF SESSION 3**~~~