



INTERNATIONAL JOURNAL FOR LEGAL RESEARCH AND ANALYSIS

Open Access, Refereed Journal Multi Disciplinary
Peer Reviewed Edition :

www.ijlra.com

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Megha Middha, is working as an Assistant Professor of Law in Mody University of Science and Technology, Lakshmangarh, Sikar (Rajasthan). She has an experience in the teaching of almost 3 years. She has completed her graduation in BBA LL.B (H) from Amity University, Rajasthan (Gold Medalist) and did her post-graduation (LL.M in Business Laws) from NLSIU, Bengaluru. Currently, she is enrolled in a Ph.D. course in the Department of Law at Mohanlal Sukhadia University, Udaipur (Rajasthan). She wishes to excel in academics and research and contribute as much as she can to society. Through her interactions with the students, she tries to inculcate a sense of deep thinking power in her students and enlighten and guide them to the fact how they can bring a change to the society

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Dr. Samrat Datta Seedling School of Law and Governance, Jaipur National University, Jaipur. Dr. Samrat Datta is currently associated with Seedling School of Law and Governance, Jaipur National University, Jaipur. Dr. Datta has completed his graduation i.e., B.A.LL.B. from Law College Dehradun, Hemvati Nandan Bahuguna Garhwal University, Srinagar, Uttarakhand. He is an alumnus of KIIT University, Bhubaneswar where he pursued his post-graduation (LL.M.) in Criminal Law and subsequently completed his Ph.D. in Police Law and Information Technology from the Pacific Academy of Higher Education and Research University, Udaipur in 2020. His area of interest and research is Criminal and Police Law. Dr. Datta has a teaching experience of 7 years in various law schools across North India and has held administrative positions like Academic Coordinator, Centre Superintendent for Examinations, Deputy Controller of Examinations, Member of the Proctorial Board



Dr. Namita Jain



Head & Associate Professor

School of Law, JECRC University, Jaipur Ph.D. (Commercial Law) LL.M., UGC -NET Post Graduation Diploma in Taxation law and Practice, Bachelor of Commerce.

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Mrs.S.Kalpana

Assistant professor of Law

Mrs.S.Kalpana, presently Assistant professor of Law, VelTech Rangarajan Dr. Sagunthala R & D Institute of Science and Technology, Avadi. Formerly Assistant professor of Law, Vels University in the year 2019 to 2020, Worked as Guest Faculty, Chennai Dr.Ambedkar Law College, Pudupakkam. Published one book. Published 8 Articles in various reputed Law Journals. Conducted 1 Moot court competition and participated in nearly 80 National and International seminars and webinars conducted on various subjects of Law. Did ML in Criminal Law and Criminal Justice Administration. 10 paper presentations in various National and International seminars. Attended more than 10 FDP programs. Ph.D. in Law pursuing.



Avinash Kumar



Avinash Kumar has completed his Ph.D. in International Investment Law from the Dept. of Law & Governance, Central University of South Bihar. His research work is on "International Investment Agreement and State's right to regulate Foreign Investment." He qualified UGC-NET and has been selected for the prestigious ICSSR Doctoral Fellowship. He is an alumnus of the Faculty of Law, University of Delhi. Formerly he has been elected as Students Union President of Law Centre-1, University of Delhi. Moreover, he completed his LL.M. from the University of Delhi (2014-16), dissertation on "Cross-border Merger & Acquisition"; LL.B. from the University of Delhi (2011-14), and B.A. (Hons.) from Maharaja Agrasen College, University of Delhi. He has also obtained P.G. Diploma in IPR from the Indian Society of International Law, New Delhi. He has qualified UGC - NET examination and has been awarded ICSSR - Doctoral Fellowship. He has published six-plus articles and presented 9 plus papers in national and international seminars/conferences. He participated in several workshops on research methodology and teaching and learning.

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INTERNATIONAL JOURNAL FOR LEGAL RESEARCH & ANALYSIS
ISSN

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REPORT ON STATE LEGAL SERVICE AUTHORITY AND ARBITRATION DISPUTES BETWEEN TWO PARTIE

AUTHORED BY - ASHISH SHUKLA

Introduction of Arbitration:

“Arbitration is a form of Alternative Dispute Resolution (ADR)”.

- The idea of arbitration is to settle disagreements between parties as soon as possible without becoming bogged down in the legalese involved in running a civil court.
- "Hearing and determining a dispute between the parties by a person or persons chosen by the parties," according to the definition, is what arbitration is.
- Arbitration may be mandated by the court or it may be voluntary, meaning that it is decided upon by the parties.
- In contrast to litigation, arbitration proceedings occur outside of court, the arbitrator's ruling is final, and the courts hardly ever review it.
- There are a number of alternatives to the legal system for resolving disputes. The following are these modes:
 1. **Negotiation;** a procedure when the parties and their legal counsel attempt to settle the disagreement by coming to a consensus through written correspondence or a conference with all parties involved.
 2. **Mediation;** entails the involvement of a mediator, or third party, in a disagreement to help the parties negotiate a mutually agreeable resolution of the issues at hand.
 3. **Conciliation;** the act of resolving a dispute by talk between the parties involved, frequently.
 4. **Arbitration ;** An impartial party known as a "arbitrator" considers the arguments and supporting documentation from both sides before rendering a decision.
 5. **Mini trial ;** a procedure in which each party designates a neutral third party and an official with settlement authority. -hearing the evidence and negotiating a resolution.

- Nonetheless, given the volume of cases pending in Indian courts, arbitration is valued as a significant ADR option and is promoted there.
- In terms of promoting Alternative Dispute Resolution Systems, the government has taken the lead. Section 89 of the Civil Procedure Code, 1908, provides the enabling legal framework for the resolution of disputes through Alternative Dispute Resolution (ADR). Arbitration, conciliation, mediation, and judicial settlement—including settlements made through Lok Adalat—are recognised under Section 89. When it seems that there are components of a solution that would be acceptable to the parties, it allows the court to submit a dispute for settlement by either of these methods.
- The **United Nations Commission on Trade and Law's (UNCITRAL)** Model Law of International Commercial Arbitration and Conciliation rules have received the proper recognition from the UN. The model legislation and regulations have been significant in resolving business conflicts and have served as a source of guidelines for several other nations. These can be modified in accordance with local laws because, prior to globalisation, there was no single law pertaining to commerce, and thus increased the number of trade-related conflicts.
- India passed the Arbitration and Conciliation Act, 1996, which was further updated in 2015 and addresses both local and international business arbitration in India, based on the UNCITRAL model legislation. The modified Act places particular emphasis on reducing the function of the judicial court in arbitration procedures and on treating all arbitration awards and orders as decrees, in accordance with the civil procedure rules. The Act is divided into two sections: Part I covers important laws pertaining to domestic and international commercial arbitration procedures that must take place in India, regardless of the nationality of the parties involved, and Part II discusses the enforcement of foreign arbitration awards.

Historical Background of Arbitration:

In India:

- In accordance with Hindu law, the "Brihadaranyaka Upanishad" is where arbitration in India originated. It allowed for many kinds of arbitral bodies, with the three main bodies being:
 1. The Local Courts.
 2. The people engaged in the same business or profession.

3. Panchayats.

- In the past, disagreements were arbitrated by members of panchayats, also known as panchas, using a set system
- Subsequently, however, the first legislative council for British India was established, and the "Indian Arbitration Act, 1899," India's first piece of legislation pertaining to arbitration, was only applicable to the presidential towns of Calcutta, Bombay, and Madras. The British Arbitration Act of 1889 served as the main inspiration for this Act.
- Thereafter came the Arbitration Act, 1940 which applied to the whole of India including Pakistan and Baluchistan. However, post- independence the same was modified via ordinance. Nevertheless, an ordinance changed the same thing after independence.
- The 1940 Act had several flaws, including the absence of a clause that would have prohibited an arbitrator from leaving their position at any point during an arbitration process and inconsistent rules amongst High Courts regarding the filing of awards. As a result, the 1940 Act was superseded by the Arbitration and Conciliation Act, 1996, which affirmed these issues.
- During British administration, India passed the first and comparatively modern Arbitration statute in 1772 with the Bengal Regulation. After that, arbitration was accepted as a means of resolving disputes in India for the first time with the passage of the India Arbitration Act of 1899, which only applied to the three presidential towns of Madras, Bombay, and Calcutta.
- According to Bengal Regulation 1781, the judge may suggest to the parties that they submit to arbitration by a single arbitrator who will be chosen by mutual consent between the parties. But there was no pressure.
- Certain procedural adjustments were subsequently adopted by the Bengal Regulations of 1787, 1793, and 1795, which gave the court the authority to send a lawsuit to arbitration with the parties' cooperation. The Bombay Regulations Act of 1799 and the Madras Regulation Act of 1802 served as its extension.
- The Arbitration Act of 1940, which was implemented throughout all of India, introduced legal uniformity to the country, but the Awards were not granted finality and were instead subject to Civil Court review before becoming final through Rule of Court.
- The 1940 Act was the subject of numerous debates, but it was also heavily criticised. It was noted in certain situations that the Arbitration Act, 1940 makes a distinction between an application seeking to have an award set aside and one seeking a declaration that the

award is void.

Advantages of Arbitration in India:

- **Expertise in Technical Matters:** Since arbitrators are typically chosen based on their experience and qualifications in a particular subject, they are well-suited to handle technical, scientific disputes. As a result, conflicts are settled more quickly and effectively.
- Compared to the conventional method of resolving disputes in court, the arbitral process is less expensive and time consuming.
- The parties can choose the language, location, and time of the proceedings, which is convenient for them.
- The parties' privacy and confidentiality are preserved because the disagreement isn't needlessly made public.
- Because one is not required to adhere to the tight and rigid norms and regulations that apply to judicial proceedings, arbitral proceedings are more flexible than those in courts. This is because the parties establish the guidelines and procedures for the proceedings.
- **Arbitrator choice:** The parties may agree to appoint an arbiter who possesses relevant experience in the relevant field, or they may choose to have an arbitrator appointed by the institution.
- **Time frame for issuing an award:** In the event of domestic arbitration, the tribunal will issue an award no later than twelve months after the last day of pleadings. Conversely, in internal commercial conflicts, there is no set time range and the time period is fairly loose. Thus, the prize is given without needless delay.
- Since the arbitrator is typically chosen jointly by the disputing parties, both parties can be sure that the person will be neutral and unbiased.
- Appeals for binding arbitration are not always available. This provides the arbitration with a degree of finality that is not usually possible with trial decisions that may be susceptible to appeals, retrials, and more appeals.

Principle characteristic of Arbitration:

- **Arbitration is a consensual process:** Only when both parties to a dispute have consented can an arbitral procedure begin. In most cases, parties include an arbitration clause in their contract to handle any future problems resulting from failure to fulfil contractual duties. If both parties to the disagreement consent, a dispute that has already

begun may also be sent to arbitration (submission agreement).

- **Parties select the arbitrators:** In accordance with the Indian Arbitration Act, parties may designate one arbitrator alone or jointly to serve as an umpire. Nonetheless, there should always be an odd number of arbitrators selected by the parties.
- **Arbitration is impartial:** The parties can decide on other crucial aspects of the case, such as the applicable law, the language to be used, and the arbitration location, in addition to appointing impartial individuals as arbitrators. These measures guarantee that one side does not have a home court advantage.
- The arbitral tribunal's decision is final and simple to implement: The arbitral tribunal's ruling or award is final and enforceable against all parties and individuals only once the period of time specified by Sections 33 and 34 of the Act has passed.
- When the award becomes final it shall be enforced under the Code of Civil Procedure, 1908, in the same manner, one enforces a decree passed by the court.
- In most cases, the arbitral award cannot be appealed. Only a few reasons, such as an illegal arbitration agreement, the inability of the parties, the independence and impartiality of the arbitrator, an unfair procedure, etc., allow an arbitral result to be set aside.

Types of Arbitration:

The types of arbitration agreements can be divided into groups according to the geographical jurisdiction—that is, the location where the disputes are being resolved. The laws that have been decided to apply in connection to the parties' legal relationships may also be a factor. This is the basis for classifying the various forms of arbitration in India:

- **Domestic Arbitration:** Domestic arbitration refers to the arbitration process used to resolve disputes between two parties that share a legal relationship and who both reside or are located in India. In these situations, there is minimal ambiguity over the laws that apply to resolve the disputes. The representation of parties before the arbitration panel is assisted by Indian arbitration lawyers.
- **International Arbitration:** International arbitration is used when one of the parties is a national of a nation other than India and the issue is being settled through arbitration in accordance with Indian law. In certain situations, the presence of an international component is evident. Usually, disputes under international arbitration are settled outside of India.

- **International commercial Arbitration:** When a commercial dispute involves an international component and one of the parties (an individual or a body corporate) is Indian, the laws specified in the contract are used to resolve the conflict. In cases where there are no explicit provisions pertaining to the resolution of disputes or an agreement to adhere to Indian laws, the Indian arbitration and mediation procedures would be applied. International business arbitration is the name given to this type of arbitration procedure.
- **Institutional Arbitration:** Arbitration can take several forms. One type is institutional arbitration, wherein the parties to a contract choose a specific organisation to handle arbitration-based dispute settlement. When the institution handles these duties, parties might not have to deal with the trouble of choosing the arbitrator. Effective dispute settlement is aided by institutional arbitration.
- **Ad-hoc Arbitration:** Ad-hoc arbitration is used when there is no legal requirement and the parties mutually choose to resolve disputes through arbitration. In India, it is among the most popular forms of arbitration. In these situations, the disputing parties may agree upon a procedure to be followed during arbitration.
- **Fast track Arbitration:** The Arbitration and Conciliation Act of 1996, Section 29B, allows for a streamlined arbitration process. This is the most effective kind of arbitration for resolving disputes out of all the others. Documents typically serve as a summary of information to expedite processes.
- **Contractual Arbitration:** An formal document with various provisions that have been agreed upon by the parties is called a contract. Parties to a contract may add an arbitration provision that specifies that any disagreement must be submitted to arbitration before going to court. In these situations, the arbitration clause's provisions determine how the parties proceed with using an arbitrator to resolve their disagreement.
- **Statutory Arbitration:** Certain statutes or laws limit dispute resolution to arbitration alone. In the context of legal relationships governed by such laws, arbitration is the preferred method of conflict resolution.
- **Foreign Arbitration:** Foreign arbitration is the process of resolving legal issues between parties who, although one of them may be Indian, have mutually chosen to adhere to the laws of a foreign jurisdiction through arbitration. Foreign arbitration regulations are adhered to in certain situations, irrespective of whether the arbitration is held in India or another nation.

Domestic Arbitration Agreement arising out of Commercial Dispute between two parties:
IN THE COURT OF THE SPECIAL JUDGE FOR TRIAL AND DISPOSAL OF
COMMERCIAL DISPUTES, IBRAHIMPATNAM, VIJAYAWADA.

Present: Sri D.Yedukondalu,

Special Judge for Trial and Disposal of Commercial Disputes, Ibrahimpatnam, Vijayawada.

Between:

1. The State Government of A.P., represented by the District Collector, W.G., Eluru.
2. The District Collector/Chairman, District Tourism Counsel, W.G District, Eluru.

.... **Petitioners/Defendants**

AND

1. Dawn Projects Pvt., Ltd., represented by its Managing Director.
2. A. Ramanand.

... **Respondents/Plaintiffs.**

On September 3, 2021, Blue Jeans V.C. brought this interlocutory application before me for a final hearing. Sri T.N.V. Ramana Murthy, an advocate for the respondents/plaintiffs, and an additional government Pleader represented the petitioners/defendants were present. In light of the evidence presented, this Court rendered the following decisions:

//ORDER//

- 1) Under Section 8 of the Arbitration and Conciliation Act, 1996 (Act No. 26 of 1996), The petitioners, hereafter referred to as "defendants," filed an Interlocutory Application against the respondents, herein referred to as "plaintiffs" to refer the, subject topic of the arbitration complaint under the Development and Management Agreement's and the Lease Agreement's Arbitration Clause.
- 2) The second defendant, the West Godavari District, Eluru, District Collector and Chairman of the District Tourism Council, submitted an affidavit bolstering the defendants' claim that the the plaintiffs brought the lawsuit against the defendants for declaration that the orders dated September 20, 2017, in Rc. No. 21/DTC/2017, passed by him in the capacity of the second defendant, cancelling the multiplex and hotel project awarded to the plaintiffs, were arbitrary, invalid, and therefore ineffective, and for a consequential mandatory injunction

directing the defendants to restore the contract of the construction, development, and lease of the multiplex and hotel project in Eluru Entertainment Zone, referred to as A-Schedule property, to the first plaintiff by taking steps for land use conversion, or alternatively for damages of ₹ 3,15,27,877/- to the ₹ plaintiffs for breach of contract with interest, as well as a permanent injunction prohibiting the defendants from putting the project up for auction again, establishing any third-party interests, or interfering with the plaintiffs' possession of the plaintiff schedule site—as there was an agreed-upon 33-year lease—and for the suit's costs. The reliefs claimed in the the defendants had not broken any contracts, so the plaintiff was unjustified. Furthermore, the directives dated September 20, 2017, in Rc. No. 21/DTC/2017, which he issued to revoke the hotel and multiplex projects granted to the plaintiffs, were not random, unsound, and not ineffectual. The aforementioned cancellation orders were legitimate and authentic; they were issued by sending the plaintiffs multiple letters, providing them with a fair chance to respond, and adhering to the required legal procedures.

- 2.2) The District Collector went on to say that the plaintiffs submitted a number of documents, including the Development and Management Agreement and the Lease Agreement for the hotel, multiplex entertainment, and shopping. There's a express clause under the heading "Dispute Resolution" stating that, should a dispute arise, both parties will attempt to resolve it through mutual discussions in the manner specified, and that, should no resolution be reached within 60 days of the matter being referred to the High Level Committee, the matter will be referred to arbitration arising out of contract. As a result, the plaintiffs filed the current lawsuit in opposition to the provisions of the contract after failing to disclose the Arbitration Clause in the agreement mentioned above. Thus, it The Arbitration Clause cannot be disregarded by the plaintiffs in their lawsuit filing. As a result, in accordance with the agreement's specific clause, the defendants were forced to submit an application to bring the matter in dispute to arbitration. He prayed that the application would be granted as a result.
- 3) The first plaintiff filed a counterclaim, which the second plaintiff accepted. In particular, he refuted the serious accusations made in the affidavit that the defendants provided. The initial plaintiff claimed that there was no High Level Committee by the defendants at any time, and as a result, there is no need to bring the disagreement to arbitration. The plaintiffs specifically argued that they were duped into entering the bid by the defendants' false representations, when in reality there was no such project declaration, which amounted to

fraud, and that the defendants' unilateral cancellation of the projects awarded to them was an act of fraud. There are complicated matters that need to be decided by a knowledgeable court, and the matter cannot be resolved by an arbitrator. The complaint was first numbered as a Commercial Dispute by the Hon'ble Principal District Court of Eluru, and it was subject to the Commercial Courts Act, 2015's regulations. The matter is maintainable in this court under Section 2(1)(c) of the Commercial Courts Act, 2015 because the plaintiffs are requesting more than Rs. 1 crore in damages, together with a declaration and injunction, as well as other relief in the form of compensation totaling Rs. 3,15,27,877. It is not permitted to contest the reliefs before any arbitrators.

- 3.2) The defendants made their appearance through their Counsel and sought time for filing counters in Interlocutory Applications and the suit was posted for filing of rebuttal and the defendants' written statement. The accused submitted their counterclaims, the appointment of an advocate-commissioner and a temporary injunction, respectively, in I.A.Nos. 2602/2017 and 2603/2017. Additionally, the defendants filed written statement/counterclaim in accordance with the terms of the Commercial Courts Act of 2015 and Order 8 of the Civil Procedure Code of 1908. As a result, the defendants decide to raise objections. The defendants were barred from contesting or raising any objections to this Court's jurisdiction once they submitted their counters and written statements. Therefore, no arbitrator may be assigned to hear this case. They therefore begged the court to reject the application.
- 4) I heard the learned Additional Government Pleader for the defendants and the learned Advocate for plaintiffs through Blue Jeans V.C.
- 5) The question that needs to be answered now is whether the conflicts that are the subject of the lawsuit can, as requested, be submitted to arbitration in light of the arbitration clauses in the development and management agreement(s) and the lease agreement(s).
- 6) **POINT:** The knowledgeable Additional Government Pleader contended that the defendants may still file an application under Section 8 of Act No. 26 of 1996 requesting reference to the matter even if they merely file the counters in Interlocutory Applications. Since the lawsuit was launched as a commercial lawsuit and the 120-day period set forth in the Schedule to the Commercial Courts Act, 2015 was about to expire, arbitration was requested, and a written statement/counterclaim was filed. He went on to say that the Court should investigate the existence of the arbitration agreement rather than treating the

disagreement as a civil or commercial dispute. He added that the application made in accordance with Section 8 of Act No. 26 of 1996 was submitted far sooner than necessary in order to submit the required written statement and counterclaim. The filing of the counterclaim or written declaration was not a barrier to referring the matter to arbitration under Sec. 8 of Act No. 26 of 1996. As a result, he asked the court to grant the application and use the Dispute Resolution Clause to send the disagreements to arbitration. However, the plaintiffs' learned counsel countered that the application was not maintainable because it was brought after the written statement/counterclaim was filed. He went on to say that the agreement was not included with the application and that the defendants could not prosecute the application since they submitted the disputes to this Court's jurisdiction when the written statement cum counter-claim was filed. Additionally, the arbitrator is unable to make a decision about the declaration, the mandatory injunction, or, alternatively, the damages and permanent injunction. He asked the Court to reject the application as a result.

6.2) Admittedly, the plaintiffs and defendants entered into Lease Agreements as well as the Development and Management Agreements. The plaintiffs filed the original Lease Agreements as Document Nos.18 to 20 and copies of the Development and Management Agreements as Document No.21 to 23 annexed to the plaint. Of course, the complete copy of Document No.23 is not filed and the same is not a hurdle for deciding this matter as the Dispute Resolution Clauses are very much available in Document Nos.21 & 22. From the pleadings, it appears that the defendants cancelled the project by issuing order dated 20.09.2017 in Rc.No.21/DTC/2017 and challenging the order of the cancellation, the plaintiffs filed the suit for declaration that the orders dated 20.09.2017 in Rc.No.21/DTC/2017 were arbitrary, invalid and ineffective and for consequential mandatory injunction, directing the defendants to restore the contract, or in the alternative to award the damages and compensation of Rs.3,15,27,877/-, and for permanent injunction restraining the defendants from re-auctioning the project, from creating any third party interest and not to disturb the possession of the plaintiffs over the plaint schedule property. The suit was registered as COS.No.1/2017 on the file of Hon'ble Principal District Court, Eluru on 06.11.2017, and it was posted to 19.04.2018 for appearance of the defendants. The plaintiffs also filed I.A.No.2602/2017 and I.A.No.2603/2017 on the file of Hon'ble Principal District Court, Eluru seeking appointment of Advocate-Commissioner and granting temporary injunction. The defendants received notice in I.A.No.2602/2017 on

15.11.2017 and the notice in I.A.No.2603/2017 on 16.11.2017, and also filed counters in both the I.As on 04.12.2017. The defendants also received the suit summons on 18.11.2017 and filed written statement cum counter-claim on 02.02.2018, much earlier to the date of first appearance. The Hon'ble Principal District Judge, Eluru advanced the suit to 05.02.2018 stating that the suit was advanced in view of the provisions under the Commercial Courts Act, 2015 and taking into cognizance of the written statement cum counter-claim which was already filed, the suit was further proceeded. But, as it could be seen from this Interlocutory Application, the defendants filed this application on 30.01.2018, much earlier to the date of filing of the written statement cum counter-claim. This application was numbered vide I.A.No.261/2018 on the file of Hon'ble Principal District Court, Eluru on 31.01.2018 and posted for counters. It may not be an out of place to mention that the notice of this application was given to the Advocate for plaintiffs on 27.11.2017 itself and the Advocate for plaintiffs made an endorsement that he received notice and prayed time for counter. Later, the counter was filed on 06.04.2018. After establishment of this Court, the suit as well as the Interlocutory Applications were transferred to this Court.

6.3) The plaintiffs' learned counsel proceeded with the arguments, stating that the court must consider not only the written statement but also any past statements, applications, and affidavits produced by the defendants. A Paraphrasing Tool - QuillBot AI statement in writing, which will be interpreted as the submission of a statement regarding the content of the disagreement when handling an application in accordance with Section 8 of the Act. No. 26 from 1996. He cited the Hon'ble Supreme Court of India's ruling in *Booz-Allen & Hamilton Inc. vs. Sbi Home Finance Ltd. & Ors.* in support of this claim, whereby at Paragraph No. 17 was decided as follows:

The act of submitting a written statement in a lawsuit is not the only thing that will be interpreted as "submission of a statement on the substance of the dispute." A defendant may also file any statement, application, or affidavit before the written statement is filed. By submitting such a statement, application, or affidavit, the defendant indicates his intent to submit to the court's jurisdiction and to forgo his right to request a reference to arbitration. However, since the defendant files a reply to an application for a temporary injunction, attachment before judgement, or receiver appointment in order to prevent an interim order from being made against him, it cannot be interpreted as a statement regarding the content of the dispute. Regarding *Verma Transport Company v. Rashtriya Ispat Nigam Ltd.* In 2006

(7) SCC 275, this Court determined that the term "first statement on the substance of the dispute" as used in Section 8(1) of the Act is not the same as "written statement," and instead refers to a submission made by the party applying for judicial authority under Section 8 of the Act. The question for the court to determine is whether the party requesting a reference to arbitration has forfeited his or her right to use the arbitration clause. The Court then moved on to discuss whether filing a counter-application for a temporary injunction would constitute bringing oneself under the court's jurisdiction.

This Court noted:

"The limitation in Sub-section (1) of Section 8 was not attracted by rejecting the request for an interim injunction. When a response is made public in order to refute an injunction request, it does not always follow that the core issues of the dispute have previously made public in the primary action. The primary proceeding does not include any supplemental or incidental proceedings. The Code of Civil Procedure itself addresses each of them separately. The Code of Civil Procedure's Section 94 addresses additional proceedings. The proceedings that result from the main proceeding are known as incidental proceedings. This Court's ruling in Food Corporation of India v. Yadav Engineer & Contractor - 1982 (2) SCC 499 has clarified the differences between the primary proceeding and the supplemental process. must be kept in mind.. The factual circumstances that arise in each case must be taken into consideration when determining whether a defendant has waived their right to the lis. The court had already issued an ad interim ex parte injunction in the current case. The Court's notice required a response from the appellants.

This ruling by the Hon'ble Apex Court of India states that the act of merely filing a response in an application for a temporary injunction or attachment prior to a judgement or receiver appointment cannot be seen as providing a declaration on the main points of contention as it was resolved to prevent the defendants from being subject to an interim order. Even though the defendants in this case filed counters in I.A.Nos. 2602/2017 and 2603/2017 on the Hon'ble Principal District Court, Eluru's file on 04.12.2017—many months before the date on which this motion was filed—the claimed Counters cannot be interpreted as a submission of arguments regarding the content of the disagreement. Put differently, the aforementioned counters may be interpreted as declarations intended to evade interim orders, which might be used to designate the Advocate-Commissioner or issue an order of interim order of prohibition. Therefore, in accordance with Section 8(1) of Act No. 26 of 1996, the simple filing of counters in interlocutory applications for the appointment of an

advocate-commissioner or the granting of a temporary injunction cannot be interpreted as the first statement on the subject of the dispute.

6.4) Regarding the written statement/counterclaim, as I previously stated, the defendants filed it well in advance of the date of the initial appearance. The plaintiffs contended that their disagreement with the defendants is a Commercial Dispute as defined by the Commercial Courts Act, 2015, Sec. 2(1)(c). The conflict was also recognised as a commercial dispute by the Hon'ble Principal District Court of Eluru, which gave it the COS.No.1/2017 designation. In such a case, the proceedings before the Commercial Courts are governed by the Civil Procedure Code as amended by the Commercial Courts Act, 2015, as specified in the Schedule to the Commercial Courts Act, 2015, and the defendants are required to file their written statement within 120 days of the date the summons was served. The defendants shall forfeit the right to file a written statement and the court shall not permit the written statement to be taken on record upon the expiration of 120 days from the date of service of the summons, according to Order 5 Rule 1 (1) and the proviso to Order 8 Rule 1 of the Civil Procedure Code, 1908, as amended by the Commercial Courts Act, 2015. Thus, as the wise Additional Government Pleader contended, it turned into required of the defendants to provide the written statement and counterclaim within the allotted 120 days, if not earlier than the first appearance date fixed in the summons for suit. However, as I have stated, this Act No. 26 of 1996 Section 8 application was filed considerably prior to the written document's filing date assertion combined with a refutation. Therefore, after filing this application under Section 8 of Act No. 26 of 1996, the simple act of filing a written statement or counterclaim shall not prohibit the accused from pursuing this application.

6.5) Regarding the three lease agreements that are filed as Documents Nos. 18, 19, and 20, Clause No. 22 addresses dispute resolution and states that, in the case of a dispute, the parties shall do their best endeavours to intended to be resolved by cooperative dialogue in the prescribed way. Arbitration will be consulted if, after the Committee's referral, a resolution cannot be reached in 60 days. It further states that the Committee will submit the matter to arbitration in accordance with the Arbitration and Conciliation Act, 1996, if it cannot resolve the disagreement within 30 days of the problem being referred to it. In accordance with Agreement Clause No. 24, the failure of Regarding the three lease agreements that are filed as Documents Nos. 18, 19, and 20, Clause No. 22 addresses dispute resolution and states that, in the case of a dispute, the parties shall do their best endeavours to intended to be resolved by cooperative dialogue in the prescribed way. Arbitration will be

consulted if, after the Committee's referral, a resolution cannot be reached in 60 days. It further states that the Committee will submit the matter to arbitration in accordance with the Arbitration and Conciliation Act, 1996, if it cannot resolve the disagreement within 30 days of the problem being referred to it. In accordance with Agreement Clause No. 24, the failure of The matter will be sent to arbitration, and the waiver clause states that no option, right, or remedy may be renounced other than those that are expressly stated in the parties' signed contract or as permitted by law. Regarding the Development and Management Agreements, a comparable arbitration clause has been added. Therefore, in the event of a disagreement, the parties shall attempt to settle it by bringing it before the Committee. Should the Committee be unable to resolve it, the matter will then be referred to arbitration in accordance with Act No. 26 of 1996's provisions. Therefore, the plaintiffs cannot claim that the defendants did not form a committee; instead, it is the plaintiffs' responsibility to form a committee and to be able to refer to the Arbitration later on.

2. Report on visit to State Legal Services Authority / District Legal Services Authority / Taluk Legal Services Committee / Local Legal Aid Centre :

Legal Services Authority in States ;

- A State Legal Services Authority is formed in each state to aid and promote the policies drafted by the central authority .
- The State Legal Services Authority works to promote and provide free legal aid to the backward individuals of the state and organise Lok Adalats in respective states
- The Chief Justice of the respective High Courts acts as the State Legal Services Authority chairman. A senior or retired judge of the respective state High Court is appointed as the Executive Chairman of the State Authority.
- Along with the State Legal Services Authority, every district comprises District Legal Services Authorities at the district level.

Report on visiting Maharashtra Legal Services Authority

Address- Public Works Department Office Building, 105, High court, Fort, Mumbai, Maharashtra 400032

Date of Visit: 19/02/2024

Introduction:

The Maharashtra State Legal Services Authority (MSLSA) is housed in the Public Works Department Office Building, 105, High court, Fort, Mumbai, Maharashtra 400032. I had the chance to visit the MSLSA on February 19, 2024. The visit's goal was to learn more about how MSLSA operates and how it helps the poor and marginalised groups in society by offering legal assistance and other services.

Purpose of Visit or Interaction:

My visit to the Maharashtra State Legal Services Authority (MSLSA) was intended to provide me with an understanding of how it functions and how it assists the disadvantaged and marginalised groups in society by offering legal aid and services. I wanted to see how MSLSA operated, learn about its services, and talk about how laws and real-world applications are related during the interaction session.

Overview of Maharashtra State Legal Services Authority (MSLSA):

Established under the Legal Services Authorities Act, MSLSA is an independent organisation whose mission is to guarantee that all individuals, particularly the weaker and less fortunate, have equitable access to the legal system. The National Legal Services Authority (NALSA) provides direction to the authority, which is in charge of carrying out legal assistance projects and programmes throughout the state of Maharashtra.

Observations / Information Collected:

Upon arrival at the MSLSA office, I was impressed by the modern and well-equipped facilities available to visitors. The office premises were spacious and organized, with separate sections for client consultations, legal aid clinics, administrative offices, and training rooms. The facility appeared to be conducive to promoting a welcoming and accessible environment for individuals seeking legal assistance

Service offered:

During the visit, I had the opportunity to learn about the various services offered by MSLSA to cater to the diverse legal needs of the community. These services include:

- **Legal Aid Clinics:** MSLSA operates legal aid clinics in different districts and talukas across Maharashtra, providing free legal assistance and advice to individuals facing socio-economic challenges or unable to afford legal representation.

- **Mediation and Conciliation:** MSLSA facilitates mediation and conciliation proceedings to resolve disputes amicably and avoid prolonged litigation. Trained mediators and conciliators assist parties in finding mutually acceptable solutions to their conflicts.
- **Awareness and Education Programs:** MSLSA conducts awareness campaigns and legal literacy programs to educate the public about their rights and entitlements under the law. These initiatives aim to empower individuals with knowledge and information to access legal remedies effectively.
- **Legal Aid for Special Groups:** MSLSA prioritizes providing legal aid and assistance to marginalized groups such as women, children, senior citizens, persons with disabilities, and prisoners. Specialized programs and initiatives are tailored to address the unique legal challenges faced by these groups.

Relevant provisions of law:

The MSLSA was established and is governed by the Legal Services Authorities Act, [Insert Year]. The Act guarantees equal access to justice for all members of society, regardless of financial situation, by requiring the provision of free legal aid and services to the underprivileged. MSLSA's operations are also governed by a number of other laws and regulations, such as guidelines and norms promulgated by the National Legal Services Authority (NALSA).

Linkage between law and practice:

The practical use of legal aid services by MSLSA and the legal provisions inherent in the Legal Services Authorities Act are clearly linked. Among other things, the Act establishes the guidelines for the creation of legal aid clinics, the selection of legal assistance practitioners, and the management of mediation procedures. MSLSA's actions show a dedication to carrying out its statutory duty since they are in line with the goals and values stated in the Act.

The dialogue session gave participants insightful knowledge on how MSLSA's practical application of the law is linked to its provisions. It was clear that the organisation follows the legal guidelines set forth by the Legal Services Authorities Act, making sure that all legal obligations are met as well as the concepts of justice and equity. The successful application of legal provisions highlights the significance of robust institutional frameworks and committed initiatives to advance marginalised communities' access to justice.

CONCLUSION:

To sum up, I learned a lot and gained insight from my visit to the Maharashtra State Legal Services Authority. The dialogue facilitated a more profound comprehension of MSLSA's function in offering legal assistance and services to the community and emphasised the significance of harmonising legal stipulations with pragmatic execution. In order to advance the rights of the disadvantaged and marginalised groups in society, MSLSA upholds the values of equality, justice, and fairness.

Acknowledgement:

I extend my gratitude to the officials and staff of the Maharashtra State Legal Services Authority for their hospitality, cooperation, and valuable insights shared during the interaction session.

