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STRATEGIC AUTONOMY IN ORBIT: RECONCILING INDIA'S ARTEMIS ACCORDS COMMITMENT WITH ITS MOON AGREEMENT OBLIGATIONS

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Abstract

Very few States occupy the position India now holds in international space law: a signatory to the 1979 Moon Agreement, which treats lunar resources as belonging to humanity collectively, and, at the same time, the twenty-seventh country to join the 2020 Artemis Accords, a US-led framework that openly permits States to extract and commercially exploit space resources. This paper asks whether holding both commitments at once reflects a coherent legal position or simply postpones a contradiction that has not actually been resolved. Drawing on doctrinal and comparative methods, it traces the normative and textual gap between the Moon Agreement's benefit-sharing vision and the Artemis Accords' resource-utilisation approach, places India's unratified signature within the framework of treaty law, and examines the Indian Space Policy 2023 as the domestic mechanism through which this international ambiguity plays out in practice. It concludes that India's stance is better understood as a deliberate exercise of strategic autonomy than as legal inconsistency, though the lack of dedicated parliamentary legislation leaves that strategy vulnerable, and it calls for a codified national framework to address this shortfall.

Keywords: Space Law; Artemis Accords; Moon Agreement; Common Heritage of Mankind; Indian Space Policy, 2023; Strategic Autonomy.

I. Introduction

India's Chandrayaan-3 mission achieved a soft landing near the Moon's south pole in September 2023, making India the first nation to reach that part of the lunar surface with a controlled landing.¹ India had become the Accords' twenty-seventh signatory three months before that, in a joint announcement by Prime Minister Narendra Modi and President Joe Biden

¹Vivek Mishra & Anuttama Banerji, Getting to the High Table on Space Affairs, Deccan Herald (2023).

during a Washington state visit.² Commentators largely interpreted this step as evidence of closer India-US strategic alignment, a reading strengthened by companion efforts like the India-U.S. Initiative on Critical and Emerging Technology.³

That accession, however, sits uneasily beside a much older obligation. India had already signed the 1979 Moon Agreement, the treaty that gives clearest effect to the idea that the Moon and its resources belong to all humanity, and which requires an international regime to eventually be set up to govern how those resources are used.⁴ Although India never went on to ratify the Agreement, it has likewise never formally withdrawn its signature.⁵ The Artemis Accords take the opposite approach, explicitly allowing signatories to extract and use space resources on the basis that such extraction, by itself, does not constitute the national appropriation barred by the Outer Space Treaty.⁶ This is not simply a matter of differing emphasis: the two frameworks embody rival philosophies about how the gains from exploiting space resources should be shared between States that can reach space and those that cannot.⁷

This paper asks whether India's parallel commitments to the Moon Agreement and the Artemis Accords amount to a legally sound position, or whether they merely paper over a contradiction that has not actually been settled. The inquiry is framed against the wider idea of "strategic autonomy," a posture that has long shaped how India engages with international regimes that demand alignment, running from the Non-Aligned Movement through to its present-day balancing act among major powers.⁸ Put directly, the question this paper answers is whether India can coherently keep its unratified 1982 Moon Agreement signature in place while simultaneously running a domestic space policy, aligned with the Artemis Accords, that is friendly to resource extraction and if it cannot, what legal or policy route would resolve that tension.

²NASA, NASA Welcomes India as 27th Artemis Accords Signatory (June 21, 2023), <https://www.nasa.gov/news-release/nasa-welcomes-india-as-27th-artemis-accords-signatory>.

³Michael C. Horowitz, India's Space Policy: Between Strategic Autonomy and Alignment With the United States, Council on Foreign Relations (Aug. 24, 2026), <https://www.cfr.org/articles/indias-space-policy-between-strategic-autonomy-and-alignment-united-states>.

⁴Agreement Governing the Activities of States on the Moon and Other Celestial Bodies art. 11, Dec. 18, 1979, 1363 U.N.T.S. 3.

⁵Chaitanya Giri, Artemis Accords Propel India's Space Ambitions, Gateway House (2023).

⁶The Artemis Accords: Principles for Cooperation in the Civil Exploration and Use of the Moon, Mars, Comets, and Asteroids for Peaceful Purposes §§ 10–11 (Oct. 13, 2020).

⁷Rossana Deplano, The Artemis Accords: Evolution or Revolution in International Space Law?, Int'l & Comp. L.Q. (forthcoming), <https://ssrn.com/abstract=3822590>.

⁸Horowitz, *supra* note 3.

II. Literature Review

Academic writing on the Artemis Accords has expanded quickly since 2020, mostly clustered around one central question: whether the Accords represent a lawful evolution of the Outer Space Treaty, or the United States unilaterally rewriting that treaty's meaning. Deplano's well-known account frames the Accords as adaptive governance, contending that their resource-utilisation provisions fit within rather than contradict the Outer Space Treaty's silence on commercial exploitation.⁹ Neef reaches a comparably permissive conclusion, placing the Accords within a longer history of soft-law instruments that have typically come before binding space treaties.¹⁰ Both accounts, though, are written mainly from the perspective of Accords signatories that were never party to the Moon Agreement in the first place, and so pay little attention to States that made a formal, even if unratified, commitment to the common heritage principle.

A second, more critical strand of scholarship reads the Accords differently as what Nugraha and colleagues term a subsequent practice that gradually sidelines the common heritage of mankind principle in favour of an open-access approach to resources.¹¹ Approaching the issue from Southeast Asia, they note that the Accords say nothing about the Moon Agreement, and treat that omission as a deliberate substantive choice rather than an oversight.¹² Khatwani's earlier work maps how the common heritage principle moved from the law of the sea into space law, and contends that its equitable-sharing element was aspirational from the outset rather than something ever put into practice, since the international regime Article 11(5) of the Moon Agreement calls for has still not materialised.¹³

Scholarship focused specifically on India remains limited, though it has expanded since 2023. Giri, writing for Gateway House, stakes out a clear policy position: India's dormant Moon Agreement signature is a liability at odds with its commercial space goals, and should formally be withdrawn.¹⁴ A two-part Cambridge Core Blog analysis takes a more cautious line, arguing that India should not simply discard the common heritage principle, and instead should draw on its rare status - a Moon Agreement signatory with genuine lunar capability to push for a

⁹Deplano, *supra* note 7.

¹⁰Rachel Neef, *Artemis Accords: A New Path Forward for Space Lawmaking?*, 42 *Adelaide L. Rev.* 569, 570 (2021).

¹¹Ridha Aditya Nugraha et al., *From the Common Heritage of Mankind to The Artemis Accords: The Perspective of Developing Countries in Southeast Asia*, 23 *Indonesian J. Int'l L.* (2026), <https://scholarhub.ui.ac.id/ijil/vol23/iss2/7/>.

¹²Nugraha et al., *supra* note 11.

¹³Naman Khatwani, *Common Heritage of Mankind for Outer Space*, 17 *Astropolitics* 1 (2019).

¹⁴Giri, *supra* note 5.

formal benefit-sharing mechanism inside or alongside the Artemis framework.¹⁵ In a comparative assessment for the Takshashila Institution, Ramanathan and Pareek likewise flag the Accords' resource-extraction clauses as India's biggest point of doctrinal friction, yet conclude that the strategic upside of joining still outweighs this discomfort.¹⁶

A separate but related body of work turns to the Indian Space Policy 2023 itself. The Centre for Aviation and Space Laws at the National University of Juridical Sciences has published a thorough critique contending that the Policy's clause on private resource recovery sits awkwardly beside India's own Article I obligation under the Outer Space Treaty to carry out space activity for the benefit of all countries and that this tension has never been directly addressed, either in the Policy's drafting or in its public justification.¹⁷ That critique, though, targets the Policy's fit with the Outer Space Treaty rather than the Moon Agreement in particular.

Read together, the existing literature offers a great deal of analysis of the Artemis Accords-Moon Agreement divide in the abstract, alongside a smaller but growing set of India-specific commentary on whether India was right to join the Accords. What has not been closely examined is the precise legal standing of India's unratified Moon Agreement signature under treaty law, and how that standing bears on the resource-extraction provisions in the Indian Space Policy 2023. This paper sets out to close that gap.

III. Methodology

This paper's methodology is doctrinal, supported by comparative and policy analysis. Its doctrinal element rests on a close reading of three primary texts: the 1967 Outer Space Treaty, the 1979 Moon Agreement, and the 2020 Artemis Accords, read together with what the Vienna Convention on the Law of Treaties says about the legal effect of a signature that is never followed by ratification.¹⁸ Such close textual work is necessary because the paper's core question is, at bottom, a precise legal one: what, if anything, does India owe under an instrument it signed but never ratified.

¹⁵Why India Should Go Beyond the Artemis Accords? – Part II, Cambridge Core Blog (May 31, 2024), <https://www.cambridge.org/core/blog/2024/05/31/why-india-should-go-beyond-the-artemis-accords-part-ii/>.

¹⁶Aditya Ramanathan & Aditya Pareek, To Sign or Not to Sign: India and the Artemis Accords, Takshashila Institution (2023), <https://takshashiladispatch.substack.com/p/to-sign-or-not-to-sign-india-and>.

¹⁷Outlining Inconsistencies in the Indian Space Policy 2023, Centre for Aviation & Space Laws, National University of Juridical Sciences (2023), <https://nujs.edu/casl/outlining-inconsistencies-in-the-indian-space-policy-2023/>.

¹⁸Vienna Convention on the Law of Treaties art. 18, May 23, 1969, 1155 U.N.T.S. 331.

IV. Analysis

A. The Doctrinal Architecture: Three Instruments, Two Philosophies

Every later space-law instrument builds on the constitutional foundation set by the 1967 Outer Space Treaty. Its Article I states that outer space is to be explored and used for the benefit of all countries, and that it belongs to the province of all mankind.¹⁹ Article II, in turn, bars any national appropriation of outer space, the Moon, or other celestial bodies whether by sovereignty claim, through use or occupation, or by any other method.²⁰ Importantly, the Treaty says nothing about whether extracting resources from a celestial body as opposed to claiming the body itself, falls within that prohibition, and it is this gap that the Moon Agreement and the Artemis Accords each try to fill, pulling in opposite directions.²¹

The Moon Agreement fills that gap in favour of shared entitlement. Under Article 11, the Moon and its resources belong to the common heritage of mankind; both State and non-State appropriation are barred, and States parties must set up an international regime to govern resource exploitation once it becomes feasible one that expressly shares the resulting benefits equitably among all parties.²² No such regime has actually come into being, something commentators trace back to the Agreement's narrow ratification base, only around eighteen States, and, India aside to a degree, none of them with independent human spaceflight capability.²³

The Artemis Accords fill the same gap in the opposite direction, favouring national and commercial entitlement. Sections 10 and 11 state that extracting and using space resources is not, on its own, national appropriation, and let signatories set up safety zones around their activities to keep other actors from interfering.²⁴ Presenting the Accords as an interpretation of the Outer Space Treaty, rather than an amendment to it, lets their drafters sidestep the heavier process of formal treaty negotiation, letting the United States and its partners create facts on the lunar surface before any multilateral agreement is reached.²⁵

One result is that no State can fully honour both instruments at their strongest: the Moon Agreement's equitable-sharing mandate requires resource benefits to be administered internationally, while the Artemis Accords' extraction model lets a signatory extract, own, and

¹⁹Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies art. I, Jan. 27, 1967, 18 U.S.T. 2410, 610 U.N.T.S. 205.

²⁰Outer Space Treaty, *supra* note 19, art. II.

²¹Deplano, *supra* note 7.

²²Moon Agreement, *supra* note 4.

²³The Artemis Accords vs. The Moon Treaty: Understanding the Difference, SpaceNexus (2026), <https://spacenexus.us/blog/artemis-accords-vs-moon-treaty-difference>.

²⁴Artemis Accords, *supra* note 6.

²⁵Nugraha et al., *supra* note 11.

dispose of resources without any international authority being involved. This is a genuine doctrinal clash, not merely a stylistic difference in drafting, and it is precisely what India's simultaneous engagement with both instruments has to somehow work around.

B. India's Treaty Practice: The Legal Consequence of an Unratified Signature

Policy commentary often mischaracterises India's relationship with the Moon Agreement as full membership. In reality, India signed it in 1982 but never deposited an instrument of ratification, accession, or acceptance so it never actually became a full State party in the legal sense.²⁶ That distinction carries real weight under the Vienna Convention on the Law of Treaties, whose signature-related provisions are generally taken to reflect customary international law even for States, India included, that have not themselves joined the Convention. Its Article 18 says that a State which has signed a treaty pending ratification must refrain from acts defeating the treaty's object and purpose, unless and until it makes its intention not to become a party clear.²⁷ India has issued no such declaration, so its Moon Agreement signature remains formally intact even though its space policy has clearly moved elsewhere. That raises a real, if narrow, legal question, not simply a rhetorical one: does authorising private resource recovery under the Indian Space Policy 2023, examined in the next subsection, defeat the object and purpose of a treaty India chose to sign and has never renounced? One defensible answer separates the Moon Agreement's core ban on sovereign appropriation, which the Policy leaves untouched from its aspirational benefit-sharing regime, which the Policy simply does not engage because no international machinery yet exists to make that sharing work. On this reading, India's ongoing signature creates only a good-faith duty not to frustrate the treaty, a duty satisfied as long as India stops short of claiming sovereign title over lunar territory, a considerably lower bar than actually complying with Article 11's benefit-sharing vision. This remains a permissive reading rather than a settled one, and it hinges on treating Article 11(5)'s call for an international regime as programmatic rather than independently, arguing instead that the common heritage principle can already generate obligations on its own, without waiting for that regime to exist.²⁸

C. The Indian Space Policy 2023: Where the Tension Becomes Operational

Approved by the Union Cabinet in April 2023, the Indian Space Policy 2023 is the key

²⁶Giri, *supra* note 5.

²⁷VCLT, *supra* note 18.

²⁸Khatwani, *supra* note 13.

domestic vehicle through which the doctrinal tension described above takes on real practical weight.²⁹ It reshapes India's space sector by shifting operational responsibilities away from the Indian Space Research Organisation toward NewSpace India Limited and private, non-government players, and sets up the Indian National Space Promotion and Authorisation Centre as the single-window regulator overseeing private space activity.³⁰

For this paper's purposes, the most important element is the Policy's resource-recovery clause, letting non-government entities commercially recover an asteroid or space resource and then hold, move, use, and dispose of it as applicable law permits, once recovered.³¹ That wording follows the resource-ownership approach first set out in the United States' 2015 Commercial Space Launch Competitiveness Act and later carried into the Artemis Accords, rather than the internationally administered model the Moon Agreement envisions.³²

According to the Centre for Aviation and Space Laws at the National University of Juridical Sciences, this clause conflicts not just with the Moon Agreement but with India's own Article I obligations under the Outer Space Treaty, because the Policy's vision statement casts space activity chiefly as a matter of national economic interest rather than the benefit of all countries that Article I calls for.³³ The Centre also points out that the Policy has never been passed as parliamentary legislation, meaning its resource-recovery provisions stand on executive authority alone, lacking the firmer legal grounding a statute would give them, and with no explicit attempt to square the Policy's resource-ownership language with India's outstanding Moon Agreement signature.³⁴

This gap in implementing legislation is, this paper argues, the most significant India-specific finding to come out of the analysis: India has, in effect, settled the Moon Agreement–Artemis Accords tension through an executive policy document, without settling it in either international or domestic law. The Policy locks India's private sector into an extraction-and-ownership model, even as India's international signature to the Moon Agreement stays formally in place, a gap that is only legally tolerable under the permissive good-faith reading set out in Part IV.B, and one that leaves India's space industry vulnerable to legal uncertainty if that reading is ever seriously challenged.

²⁹India Space Policy, 2023, Lexology (Apr. 21, 2023), <https://www.lexology.com/library/detail.aspx?g=c9e9d559-7b04-416f-a5a5-073d9017348f>.

³⁰Lexology, *supra* note 29, describing agency roles.

³¹Indian Space Policy, 2023, cl. 4, sub-cl. 14.

³²NUJS Centre for Aviation & Space Laws, *supra* note 17.

³³NUJS Centre for Aviation & Space Laws, *supra* note 17.

³⁴NUJS Centre for Aviation & Space Laws, *supra* note 17.

D. Comparative Postures: A Distinctive Middle Ground

Comparing India's choices with those of other States sharpens the picture. France, itself a Moon Agreement signatory, joined the Artemis Accords without formally pulling out of its earlier commitment, evidence that India's approach is not an outlier but part of a wider pattern among the handful of technologically capable States that signed the Moon Agreement.³⁵ The United States and Russia, the twentieth century's other two major spacefaring powers along with China, by contrast, never joined the Moon Agreement at all, which has let them pursue lunar resource strategies including, for Russia and China, a jointly planned lunar research station free of any common-heritage obligation.³⁶

India therefore sits in a distinctive middle position: unlike Russia and China, it has never renounced or sidestepped the common heritage commitment; unlike most Artemis signatories, it carries the historical burden of having made that commitment in the first place. This middle ground fits how recent foreign-policy scholarship describes India as pursuing strategic autonomy by keeping its options open across rival international regimes instead of fully committing to one or the other.³⁷ The discussion that follows takes up the question of whether this kind of optionality is sustainable over the long run, or simply postpones a reckoning that will eventually arrive.

V. Discussion

Part IV's analysis indicates that India can, for now, defend its simultaneous engagement with the Moon Agreement and the Artemis Accords as legally sound but only on a permissive reading of its residual treaty obligations, and only as long as Indian space activity does not cross into claiming sovereign title over lunar territory. That safe harbour is narrower than much policy commentary allows for. Commentary dismissing the Moon Agreement as redundant and calling for immediate withdrawal underplays the good-faith obligation that Article 18 of the Vienna Convention on the Law of Treaties still places on India as a signatory State, however modest that obligation may be in practice.³⁸ On the other hand, commentary that treats India's Moon Agreement signature as a serious brake on its Artemis-aligned commercial goals goes too far, given that the Agreement's central benefit-sharing mechanism has never actually been

³⁵Giri, *supra* note 5.

³⁶Artemis Accords UPSC: India, Principles, Moon Treaty Comparison, Anantamias (2026), <https://anantamias.com/artemis-accords/>.

³⁷Horowitz, *supra* note 3.

³⁸Giri, *supra* note 5.

put into operation and so imposes no concrete, enforceable obligation on India at present.³⁹

The weakness this paper considers more significant, however, is domestic, not international. The resource-recovery clause of the Indian Space Policy 2023 is a substantive policy choice carrying international-law implications, yet it was adopted through executive guidance rather than a parliamentary statute, and nothing in its drafting history suggests it grappled with India's outstanding Moon Agreement signature at all.⁴⁰ This is a real governance gap, not just an academic point. Any private Indian company that invests in lunar resource-recovery technology on the strength of the 2023 Policy is betting on a document that could be revised or challenged far more easily than a statute could, and whose international-law footing has never been publicly reconciled by the Department of Space.

Two possible routes would close this gap. One is legislative: Parliament could pass a dedicated space activities statute directly addressing India's Moon Agreement signature, either codifying the good-faith, non-appropriation-only reading this paper defends, or formally spelling out India's intentions regarding the Agreement, a step other commentators have already called for on separate regulatory-certainty grounds.⁴¹ The other is diplomatic: instead of treating the Moon Agreement as dead weight to be discarded, India could use its unusual standing to push, from within the Artemis Accords' own consultative processes, for a more institutionalised benefit-sharing mechanism than the Accords currently offer.⁴²

Neither route requires India to walk away from the Accords, and both are compatible with continuing to participate in them; neither forces an immediate, definitive choice between the two instruments. What unites them is the recognition that strategic autonomy only holds together as a strategy when it is anchored by a clear domestic legal architecture, one India's current space governance framework has not yet built.

VI. Conclusion

This paper set out to ask whether India's continued, never-withdrawn signature to the 1979 Moon Agreement can be squared with its 2023 accession to the Artemis Accords and the resource-extraction-friendly domestic policy that followed. Part IV's doctrinal analysis finds that claims of outright incompatibility go too far: because India never ratified the Moon Agreement, its obligations amount only to the good-faith duty, under Article 18 of the Vienna

³⁹Khatwani, *supra* note 13.

⁴⁰NUJS Centre for Aviation & Space Laws, *supra* note 17.

⁴¹NUJS Centre for Aviation & Space Laws, *supra* note 17.

⁴²Cambridge Core Blog, Part II, *supra* note 15.

Convention on the Law of Treaties, not to defeat the Agreement's object and purpose — a duty the Indian Space Policy 2023 does not appear to breach as long as Indian entities avoid asserting sovereign title over lunar territory.⁴³ That said, this reconciliation is considerably more fragile than either Artemis-friendly enthusiasm or dismissive claims that the Moon Agreement is obsolete tend to admit.

This paper's main contribution is to locate the sharpest, least examined point of this tension in the Indian Space Policy 2023 itself, rather than in the international instruments. The Policy's resource-ownership clause ties India's private space sector to a model of extraction and disposal that follows the Artemis Accords far more closely than the Moon Agreement's equitable-sharing aspiration, and it does so purely through executive guidance that has never grappled with India's outstanding international commitment, and lacks the firmer legal footing that dedicated parliamentary legislation would supply.⁴⁴

India's approach is better read not as legal incoherence but as strategic autonomy in action: a deliberate choice not to give up either the commercial opportunities the Artemis framework offers or the normative credibility India keeps as a genuine spacefaring State that never renounced the common heritage principle. That strategy holds up, but it will not hold up indefinitely. As lunar resource activity shifts from feasibility studies to actual commercial operation, the informal accommodation described in this paper will come under mounting strain — whether from domestic legal challenges, international criticism, or simply the practical difficulty of running a private space industry on policy guidance rather than statute. India should therefore treat the years ahead as a window of opportunity rather than a settled outcome, a period for enacting dedicated space legislation that codifies its treaty position, and for using its unusual credibility as a bridge between the Moon Agreement's equitable aspirations and the Artemis Accords' operational momentum, before outside events force a choice it has so far managed to avoid.

⁴³VCLT, *supra* note 18.

⁴⁴NUJS Centre for Aviation & Space Laws, *supra* note 17.