


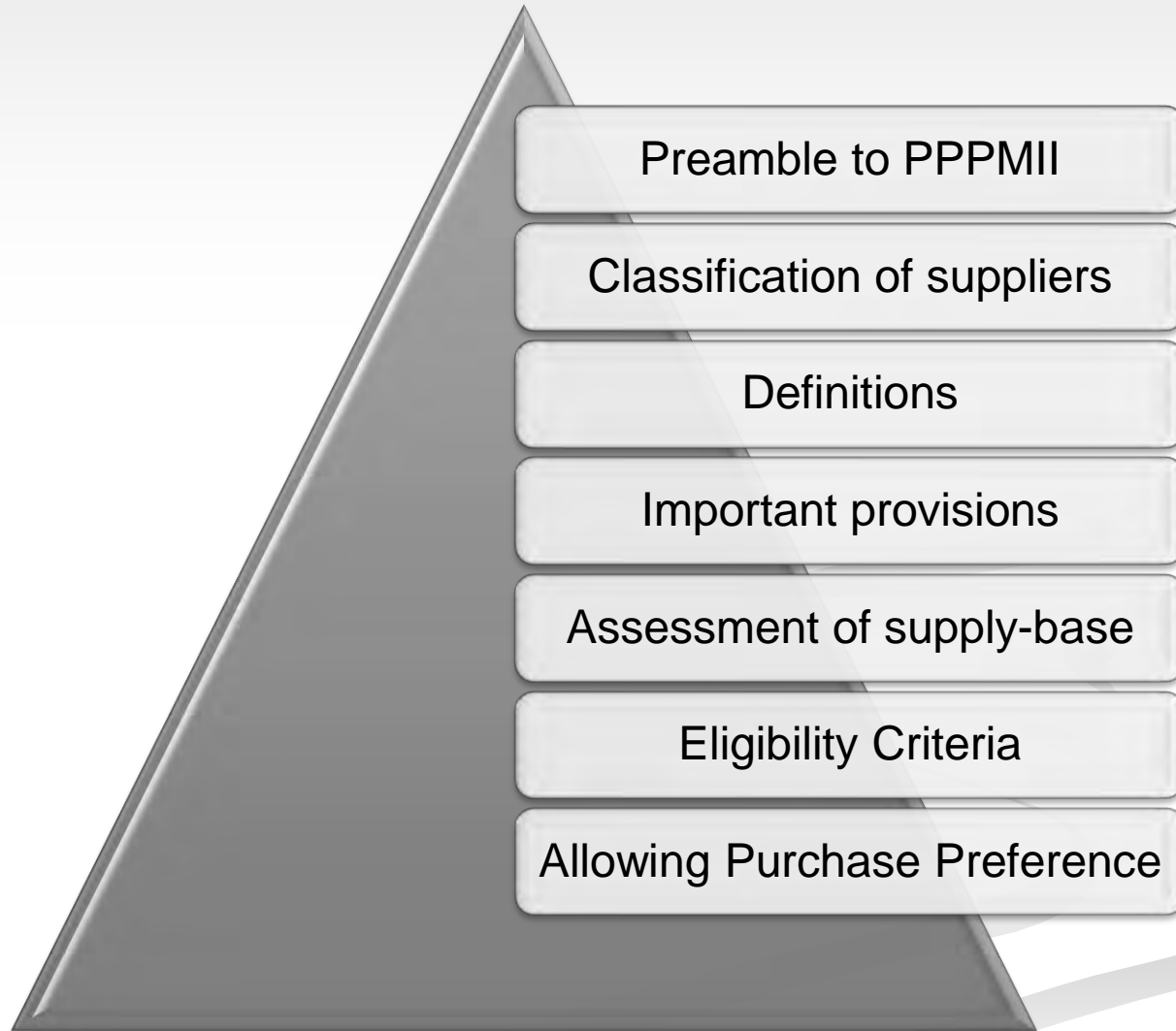
Welcome

**DPE Guidelines
PPPMII**

IICA – 27.8.21

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What to expect today



Make-in-India policy

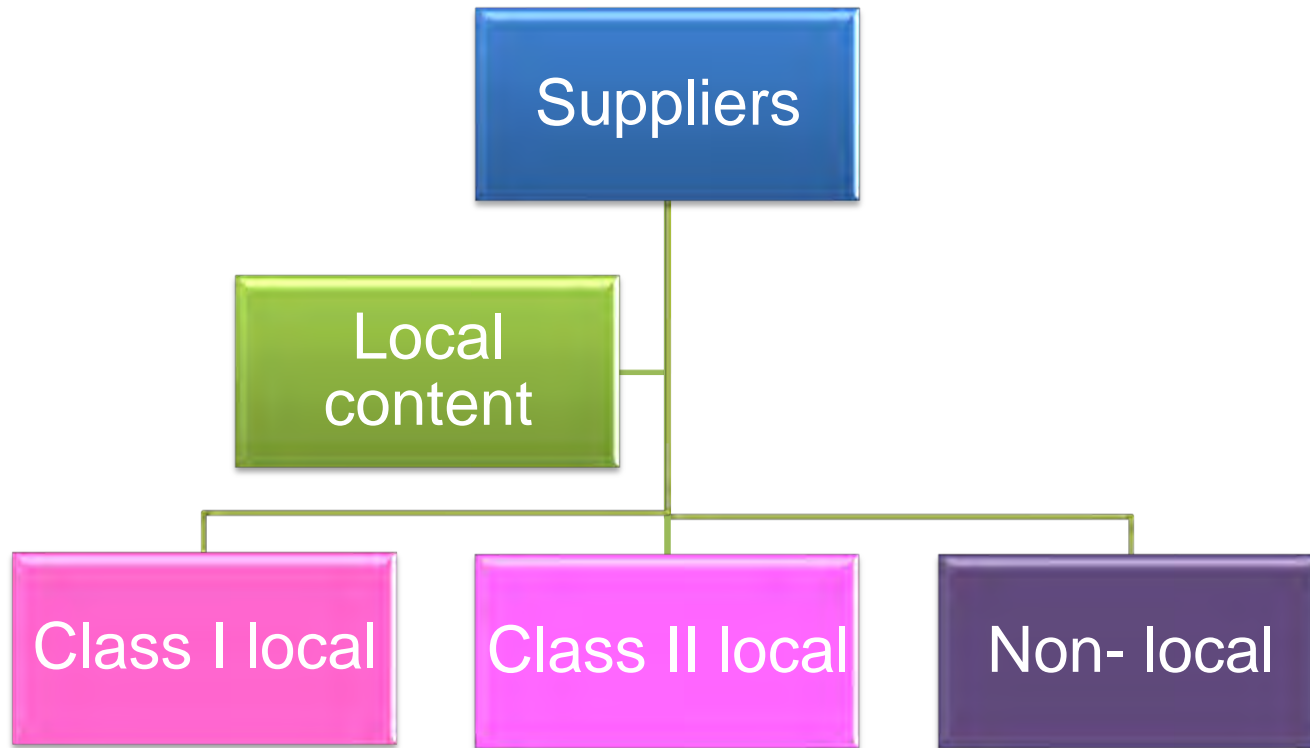
What has been its impact?

- The Stockholm International Peace Research Institute (SIPRI) said on March 15, 2021 that India's import of arms **decreased by 33%** between 2011-15 and 2016-20.
- SIPRI said that the drop in Indian arms imports seems to have been the result of country's complex procurement processes combined with an attempt to reduce its dependence on Russian arms

Preamble to PPPMII


- **Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to **enhancing income and employment**, and
- **Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and
- **Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Public Procurement (Preference to Make in India) PPPMII

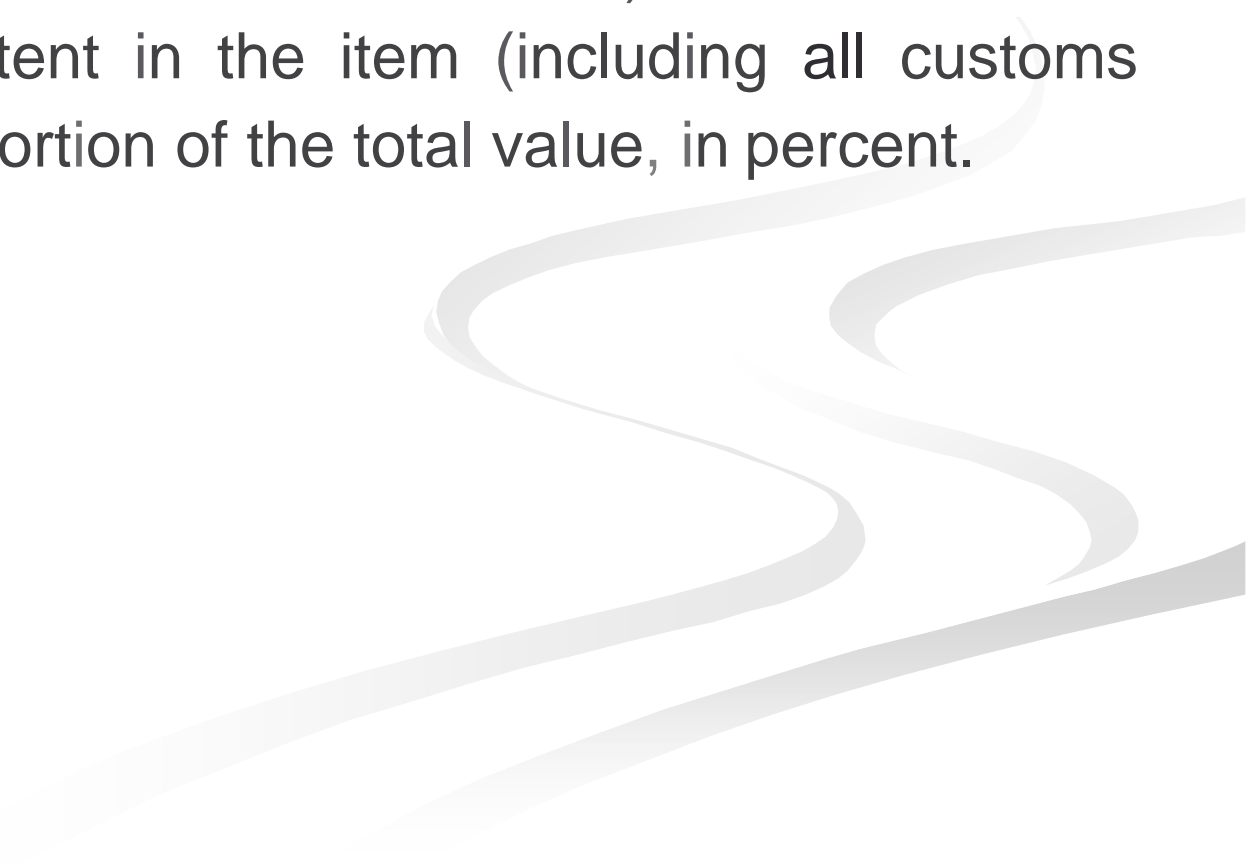


Class I local suppliers get purchase preference over others to provide momentum to 'Make in India'

Definitions

- Local content
 - Class I local supplier
 - Class II local supplier
 - Non-local supplier
 - Meaning of L1
 - Margin of purchase preference
 - Procuring entity
- 
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Local content defined

- 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
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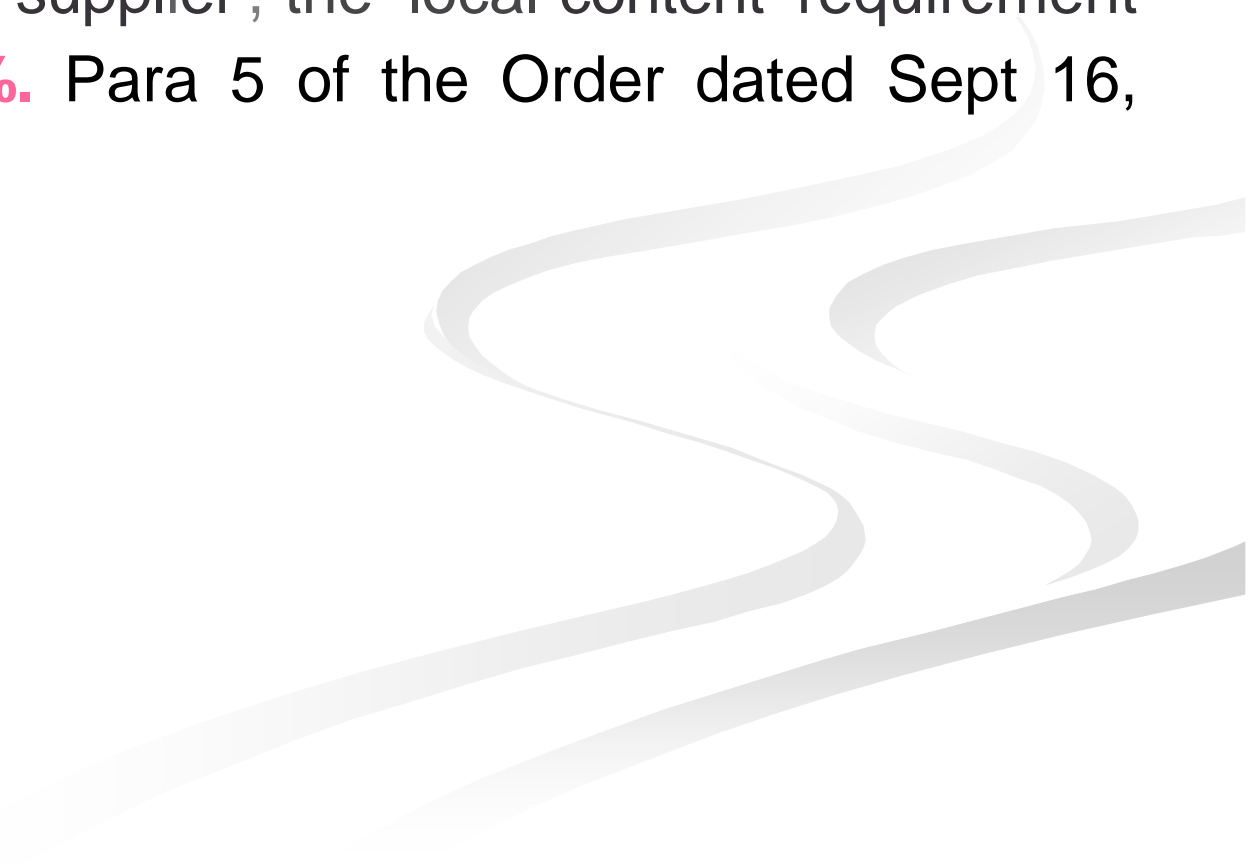
Local content- Determination of

- Sale price - Rs 1,00,00,000
- Price of imported components - Rs 45,00,000
- Local content?

$$\frac{\text{Sale Price} - \text{Price of imported components}}{\text{Sale Price}} \times 100$$

$$\frac{\text{Rs } 1,00,00,000 - \text{Rs } 45,00,000}{\text{Rs } 1,00,00,000} \times 100 = 55\%$$

Local content for Classifying Suppliers

- The 'local content' requirement to categorise a supplier as 'Class-I local supplier' is **minimum 50%**.
 - For 'Class-II local supplier', the 'local content' requirement is **minimum 20%**. Para 5 of the Order dated Sept 16, 2020
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Local content for Classifying Suppliers

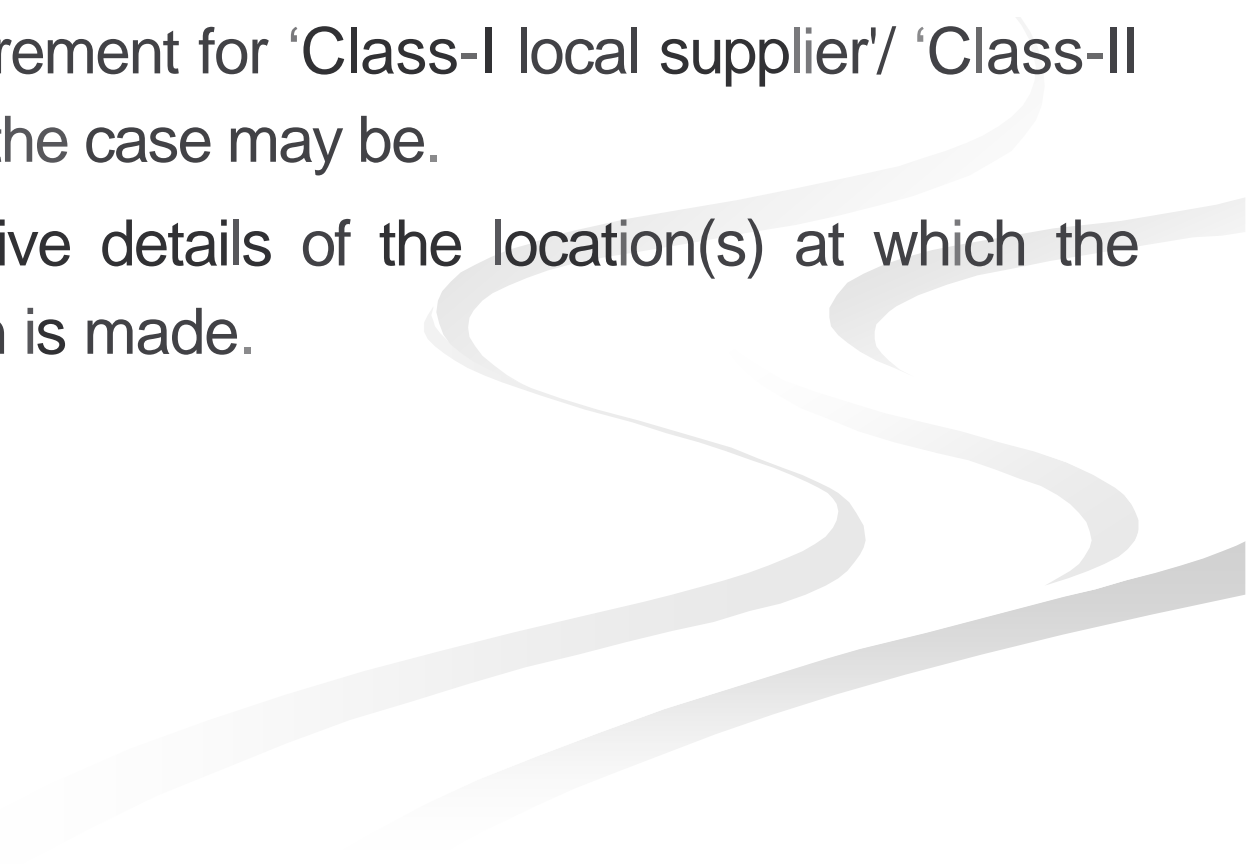
- Department may prescribe **only a higher percentage** of minimum local content requirement to categorise a supplier as 'Class-I local supplier'/ 'Class-II local supplier'.
- For the items for which the Dept has not prescribed higher minimum local content, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively. Para 5 of the Order dated Sept 16, 2020

Assessment of supply base and increasing minimum local content

- The Dept- shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order. Para 11 of the Order

Local Content

Who determines it?

- At the time of tender, bidding or solicitation, the Suppliers shall be required to indicate percentage of local content and provide **self-certification** that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be.
 - They shall also give details of the location(s) at which the local value addition is made.
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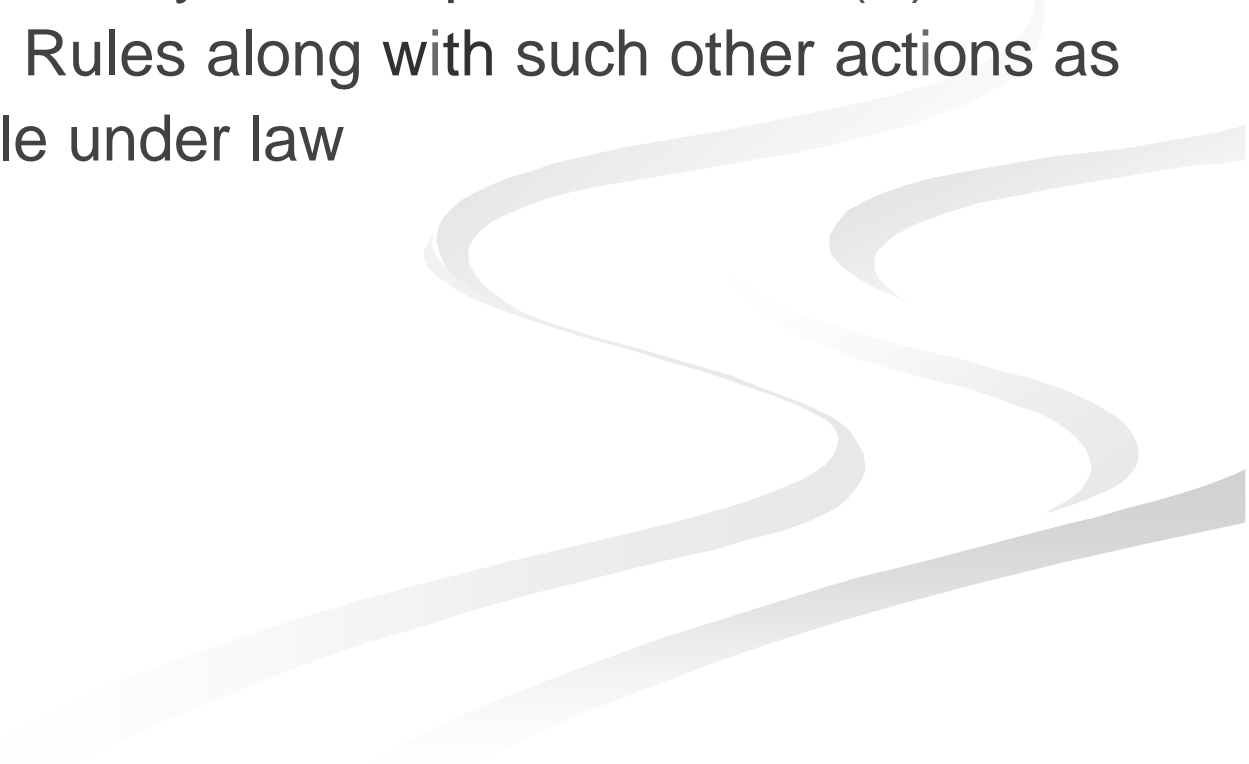
Local Content

Auditor/CA's certificate

- In cases of procurement for a value in **excess of Rs. 10 crores**, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a **certificate from the statutory auditor or cost auditor** of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Local Content

Dealing with false declaration

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law
- 

Local Content

Dealing with false declaration

- **Rule No 153 (iii) of GFR, 2017:**

“A procuring entity may debar a bidder or any of its successors from participating in any procurement process undertaken by it for a period not exceeding **two years**, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will be displayed on their website.”

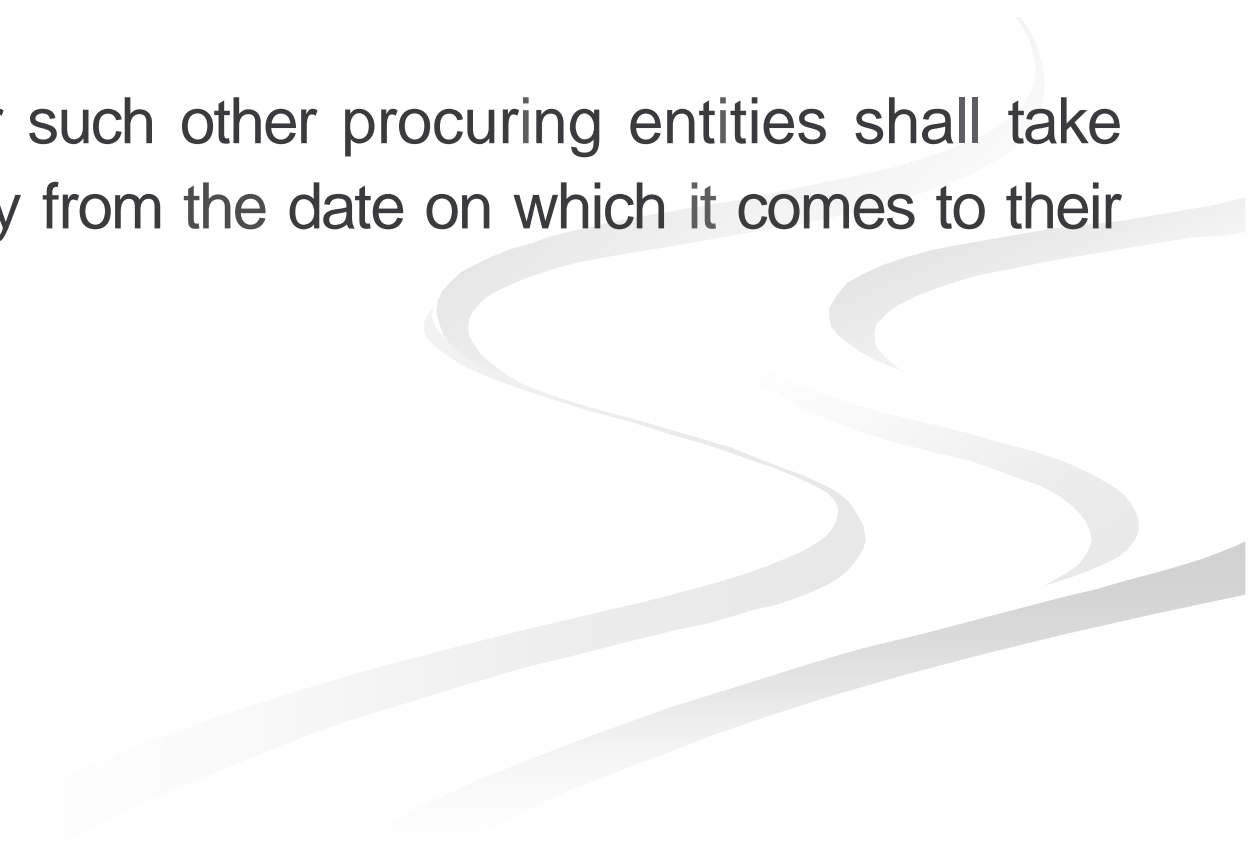
Local Content

Dealing with false declaration

- Rule No 175 (1)(i)(h) of GFR, 2017:
- **Rule 175 (1) Code of Integrity**
- “No official of a procuring entity or a bidder shall act in contravention of the codes which includes
- (i) prohibition of
- (h) making false declaration or providing false information for participation in attender process or to secure a contract.”

Local Content

Dealing with false declaration

- A supplier who has been debarred by any procuring entity for false declaration shall not be eligible for purchase preference by any other procuring entity for the duration of the debarment.
 - The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to their notice
- 

Local Content

(Experts to verify it)

- The Dept may constitute committees with internal and external experts for independent verification of self declarations and the auditor's/accountant's certificates on random basis and in the case of complaints- Para 9 (d) of Order dated Sept, 16, 2020
- Dept and procuring entities may prescribe fees for such complaints (Rs 2 lakhs)

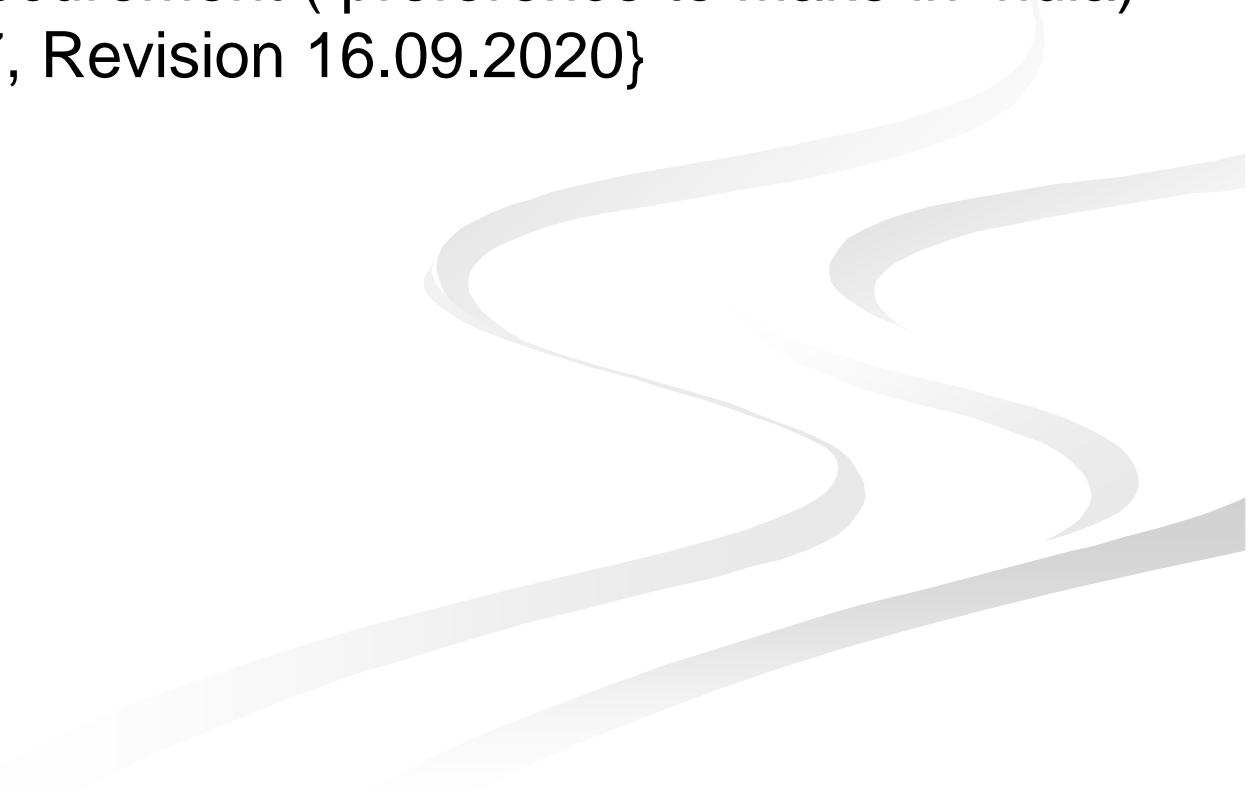
Class-I Local Supplier

- 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the **minimum local content as prescribed** for 'Class-I local supplier' under this Order. {Public Procurement (preference to Make in India) Order 2017 , Revision dated 16.09.2020}


Class-II Local Supplier

- 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement meets the **minimum local content as prescribed** for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order. {Public Procurement (preference to Make in India) Order 2017, Revision dated 16.09.2020}

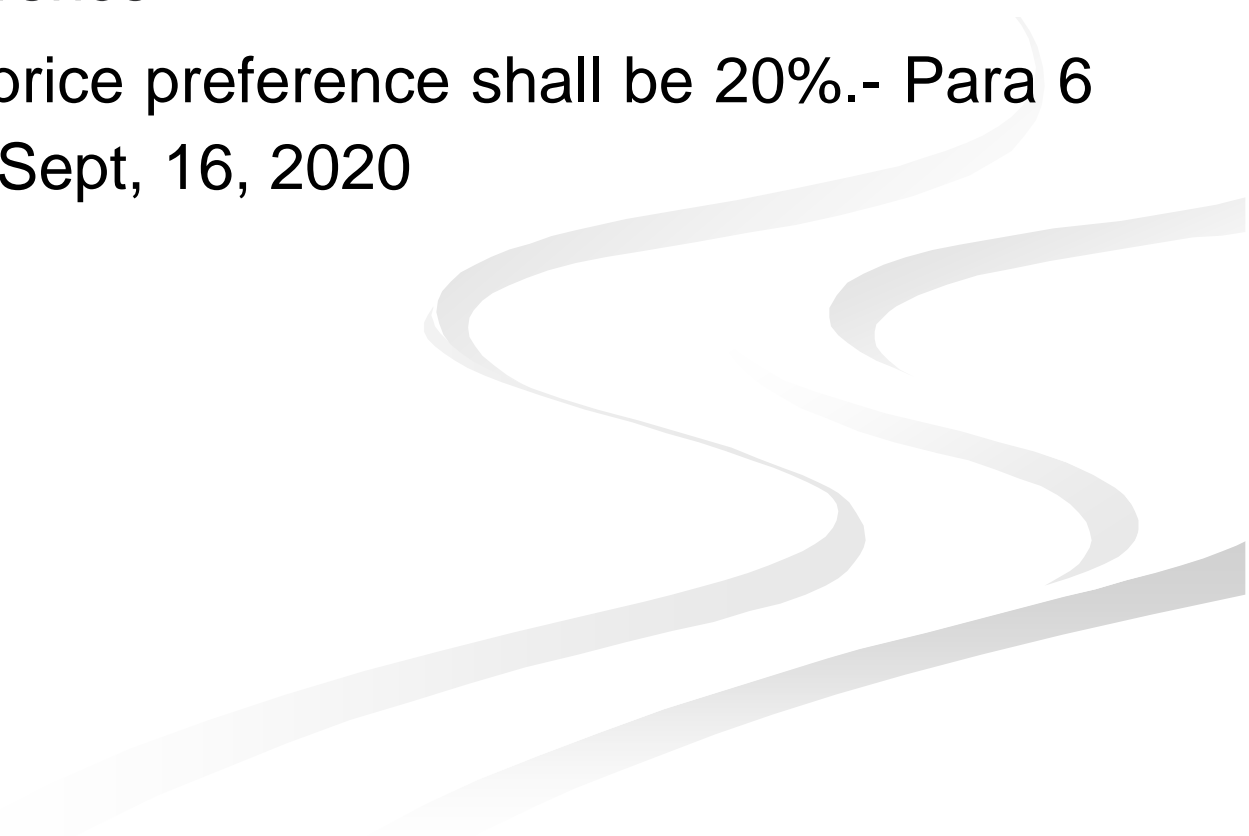
Non-Local Supplier

- 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has **local content less than that prescribed for 'Class-II local supplier'** under this Order. {Public Procurement (preference to Make in India) Order dated 2017, Revision 16.09.2020}
- 


Meaning of L1

- 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
 - It is the bid that is lowest and acceptable in all respects.
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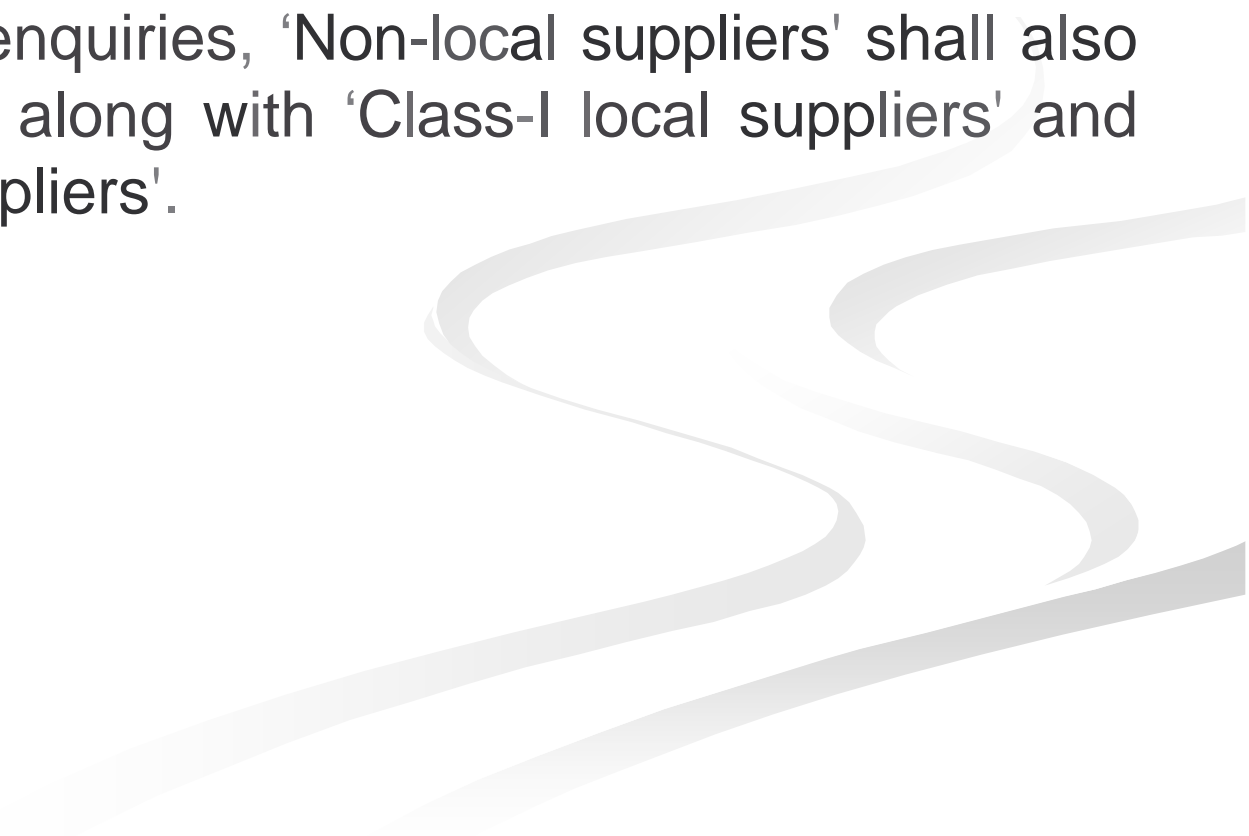
Margin of purchase preference

- 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
 - The margin of price preference shall be 20%.- Para 6 of Order dated Sept, 16, 2020
- 

Eligibility of Supplier

- In procurement of all goods, services or works in respect of which the Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' shall be eligible to bid irrespective of purchase value- Para 3(a) of Order dated Sept16, 2020
 - **Sufficient local capacity:** Only Class I local supplier will get opportunity to bid
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Eligibility of Supplier

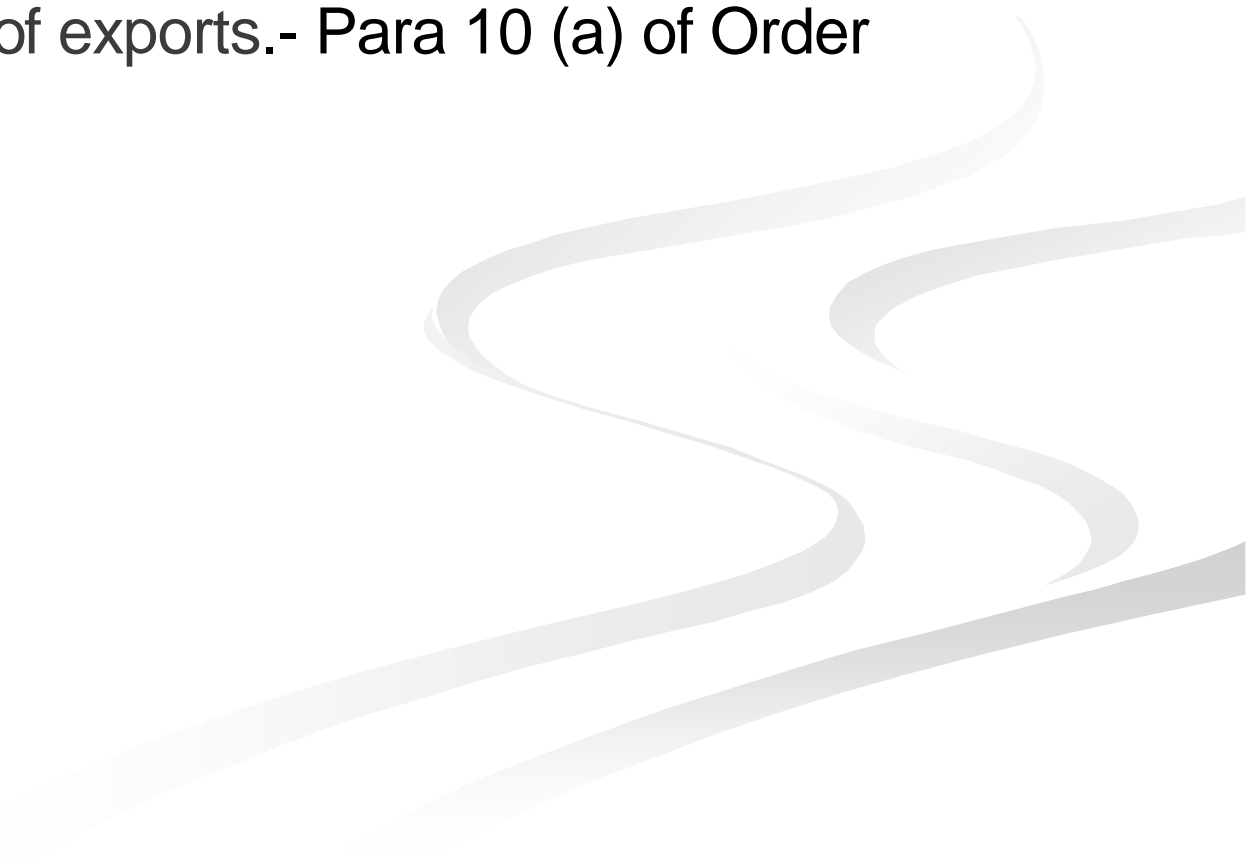
- Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. – Para 3 (b) of Order dated Sept16, 2020
 - In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- 

Issue of Global T/E

- In procurement of all goods, services or works, not covered by sub- para 3(a) of the Order, i.e, when *“sufficient local capacity and competition”* is not available and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall **NOT** be issued except with the approval of competent authority as designated by Department of Expenditure.- Para 3 (b) of Order dated Sept 16, 2020

Eligibility Criteria

(Not to be restrictive)

- Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.- Para 10 (a) of Order
- 

Eligibility Criteria

(Not to be restrictive)

- Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or credit-worthiness of the supplier.-Para 10 (b) of Order dated Sept, 16, 2020

Eligibility Criteria

(Not to be restrictive)

- Specifying foreign certifications/ unreasonable technical specifications/ brands/models in the bid document is restrictive and discriminatory practice against local suppliers.
- If foreign certification is required to be stipulated because of non-availability of Indian Standard and/or any other reason, the same shall be done only after written approval of Secretary of the Dept concerned or any other authority who has been delegated such power by the Secretary.-Para 10 (e) of Order dated Sept, 16, 2020

Eligibility

(Not to be restrictive)

- In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) **to fix responsibility for the same**. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.- Para 10A of the Order

Purchase preference

(For Goods/Works divisible)

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for **full quantity will be awarded to L1**. – Para 3A (b) of Order
- If L1 bid is not a 'Class-I local supplier', **50% of the order quantity shall be awarded to L1**. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. – Para 3A (b) of Order

Purchase preference

(For Goods/Works divisible)

- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. Para 3A (b) of Order
- In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder. – Para 3A (b) of Order

Purchase preference

(For Goods/Works not divisible)

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1. – Para 3A (c) of Order
- If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. – Para 3A (c) of Order

Purchase preference

(For Goods/Works not divisible)

- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

Purchase preference

(Where Contracts to be awarded multiple bidders)

- In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, **only Class I local suppliers shall be eligible to bid.**
- Therefore, the multiple suppliers, who would be awarded the contract, should be all and only ‘Class I Local suppliers’. - Ref Para 3 B (a)
- In other cases, ‘class II local suppliers’ and ‘non-local suppliers’ may also participate in the bidding process- Para 3B (b)

Purchase preference

(Where contracts to be awarded multiple bidders)

- If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.- Para 3B (c)

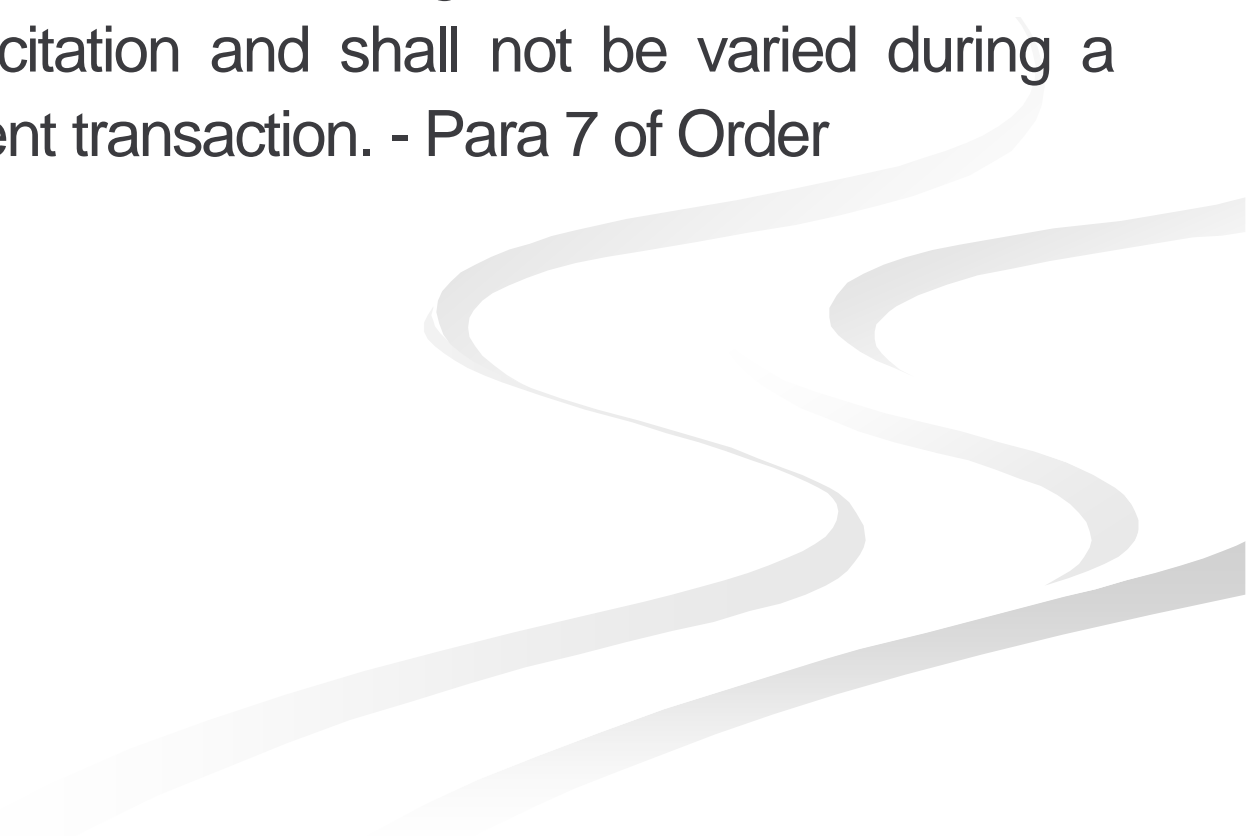
Purchase preference

(Where contracts to be awarded multiple bidders)


- First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on. - Para 3 B (d)

Tender invitation

(Pur pref requirements to be specified in T/E doc)

- The minimum local content , the margin of purchase preference and the procedure for preference to 'Make in India' shall be specified in the notice inviting tenders and other forms of procurement solicitation and shall not be varied during a particular procurement transaction. - Para 7 of Order
- 

Exemption to small value Purchase

- Procurement where the estimated value is less than Rs 5 lakhs shall be exempt from this Order- Para 4
 - It shall be ensured by the procuring entities that the procurement is not split for the purpose of avoiding this order.- Para 4
- 

Standing Committee

to oversee and advise the Depts

- Secy, Dept for Promotion of Industry and Internal Trade – Chairperson
- Secy, Commerce- Member
- Secy, Min of Electronics and Inf Technology-Member
- JS(Pub Proc), Dept of Expenditure- Member
- JS, Dept of DPIIT- Member-Convener
- The Secretary of the Dept concerned with a particular item shall be a member in respect of issues relating to such item. The Chairperson may also co-opt technical experts - Para 16

WELCOME

Contract Dispute Resolution

IICA – 27.8.21

M C Panda


Former Additional Secretary, Min. of Commerce

Presently, consultant to Unicef and

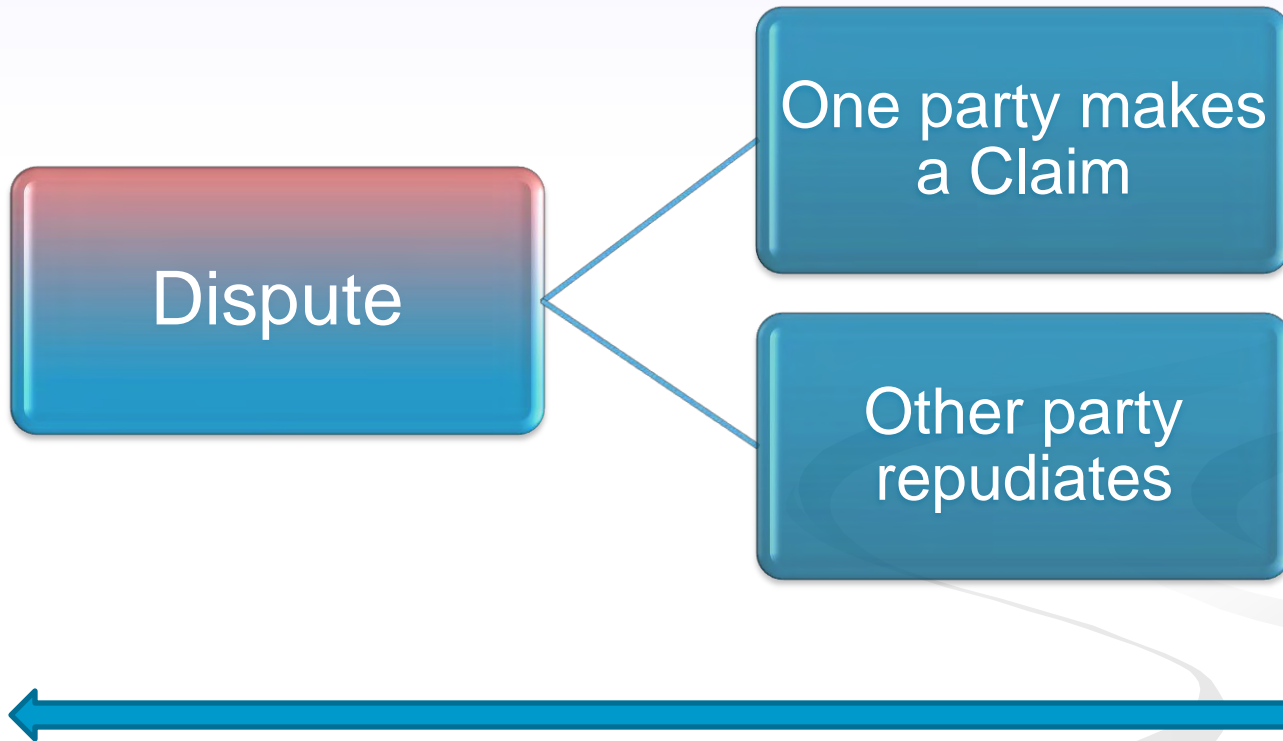
Member of Expert Committees of ONGC, NTPC, IOC and GAIL

Mob: 9999008545

What to expect today

- What is a Dispute
 - Dispute Resolution Mechanism
 - ADR Methods
 - Need for Arbitration
 - Arbitration clause in the contract
 - Amendments to Arbitration Act
 - Court views on amended Arbitration Act
 - Jurisdiction of Court
 - Strategy for successful Arbitration
- 

How does a dispute arise



Contract Dispute resolution

Strategy for dealing with disputes

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graph TD; A[Strategy for dealing with disputes] --> B[Prevention of disputes]; A --> C[Settlement of disputes];
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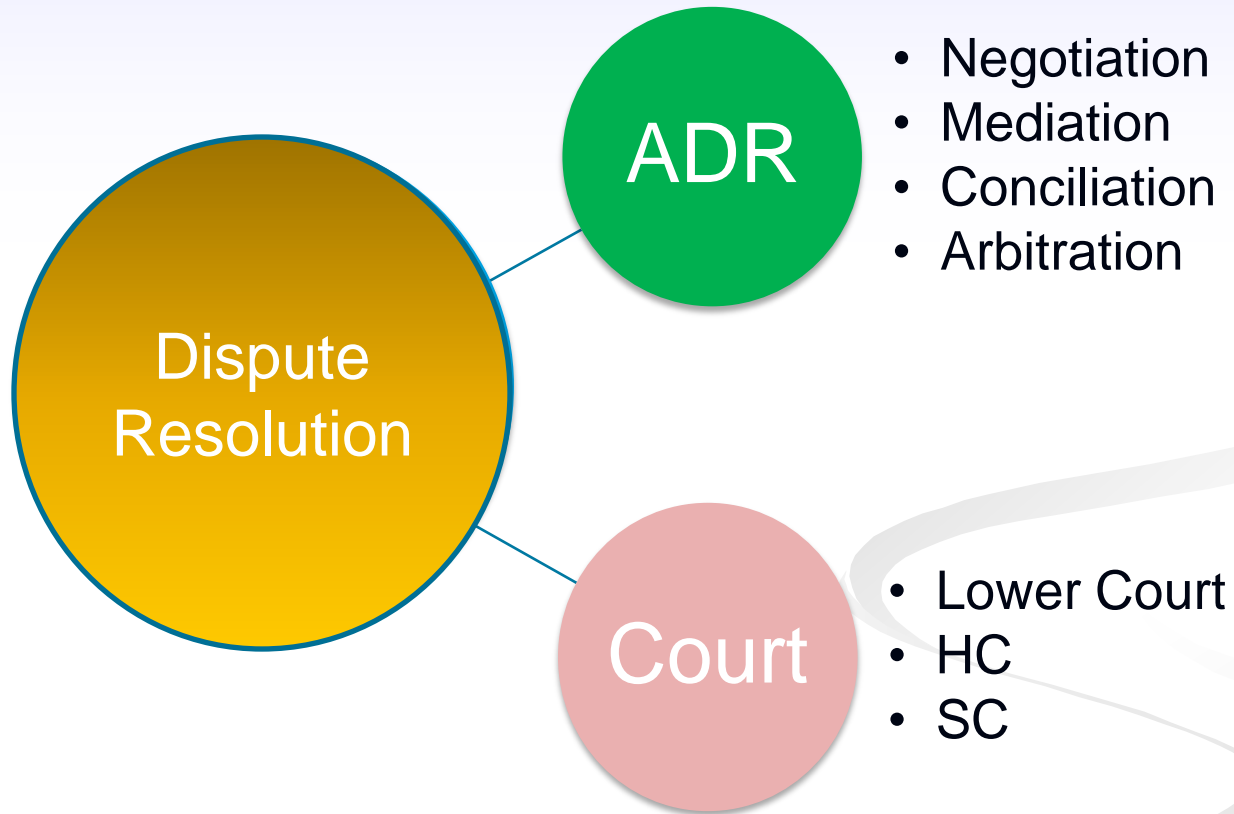
Prevention of disputes

- Drafting of contract
- Contract Mgmt
- DRB

Settlement of disputes

- ADR
- Court

Dispute resolution



ADR- Alternative Dispute Resolution

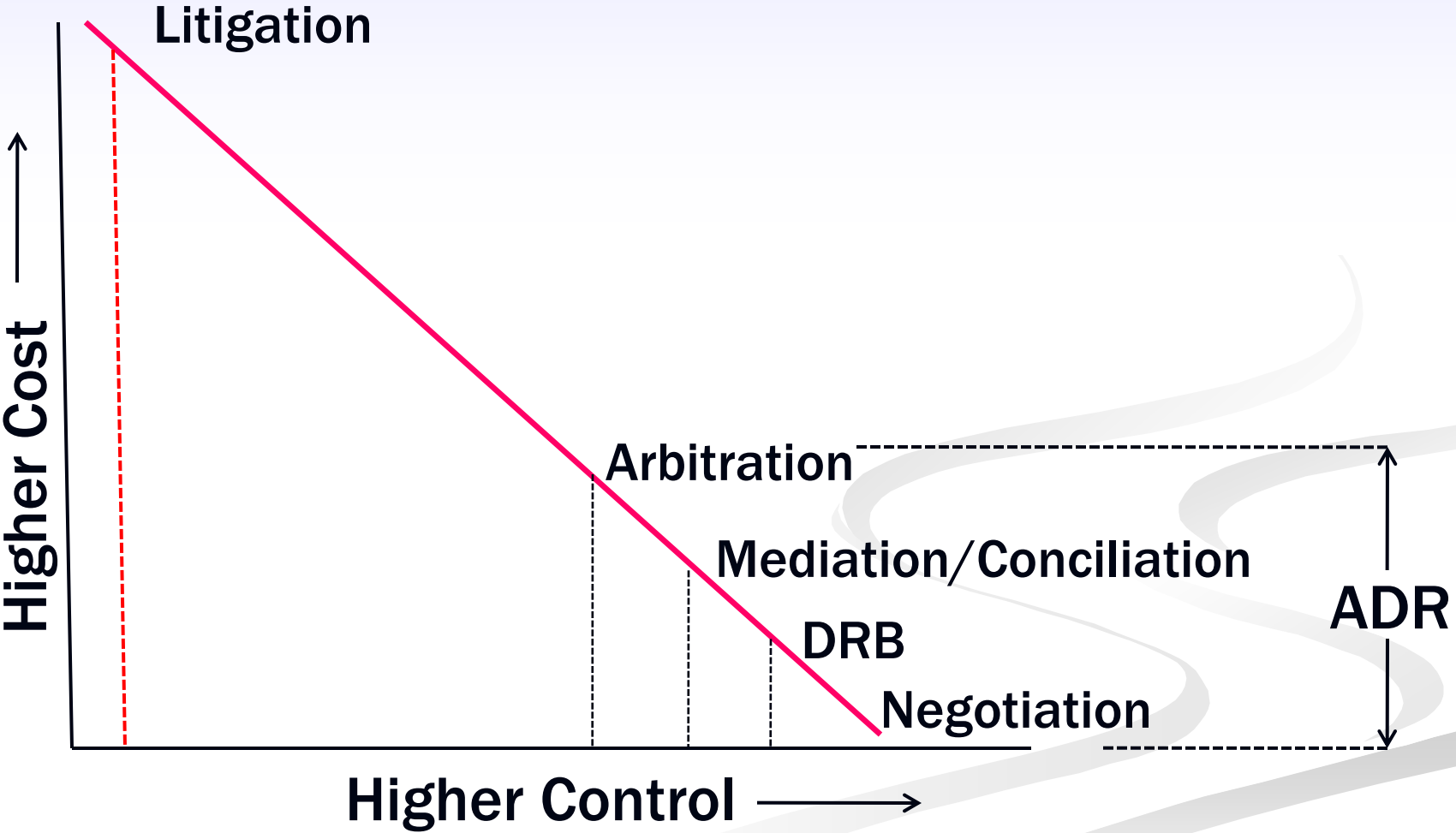
What is ADR?

- It's term used to describe a variety of approaches/ processes where the parties arrive at a compromise (resolve disputes) **without litigation** (Court proceedings)
- It may involve cooperation of parties themselves or appointment of a neutral third party who plays the assigned role for resolution of dispute.
- **In a way, the parties appoint their judge**


Advantages of ADR

- It's convenient, provides flexibility
- **Saves time, energy and expenses**
- Party participation, fosters communication
- **Preserves relationships** (win-win outcome)
- Avoids stress of litigation
- Confidentiality maintained
- **Within the reach of a common man**
- Reduces court congestion

DRS-Cost and Control



Disadvantages of ADR

- No guaranteed resolution (except for Arb)
 - After ADR, expenses may be incurred in litigation
 - Informal, more scope for abuse of power
 - May not be suitable for every dispute
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Preferred mode of dispute resolution

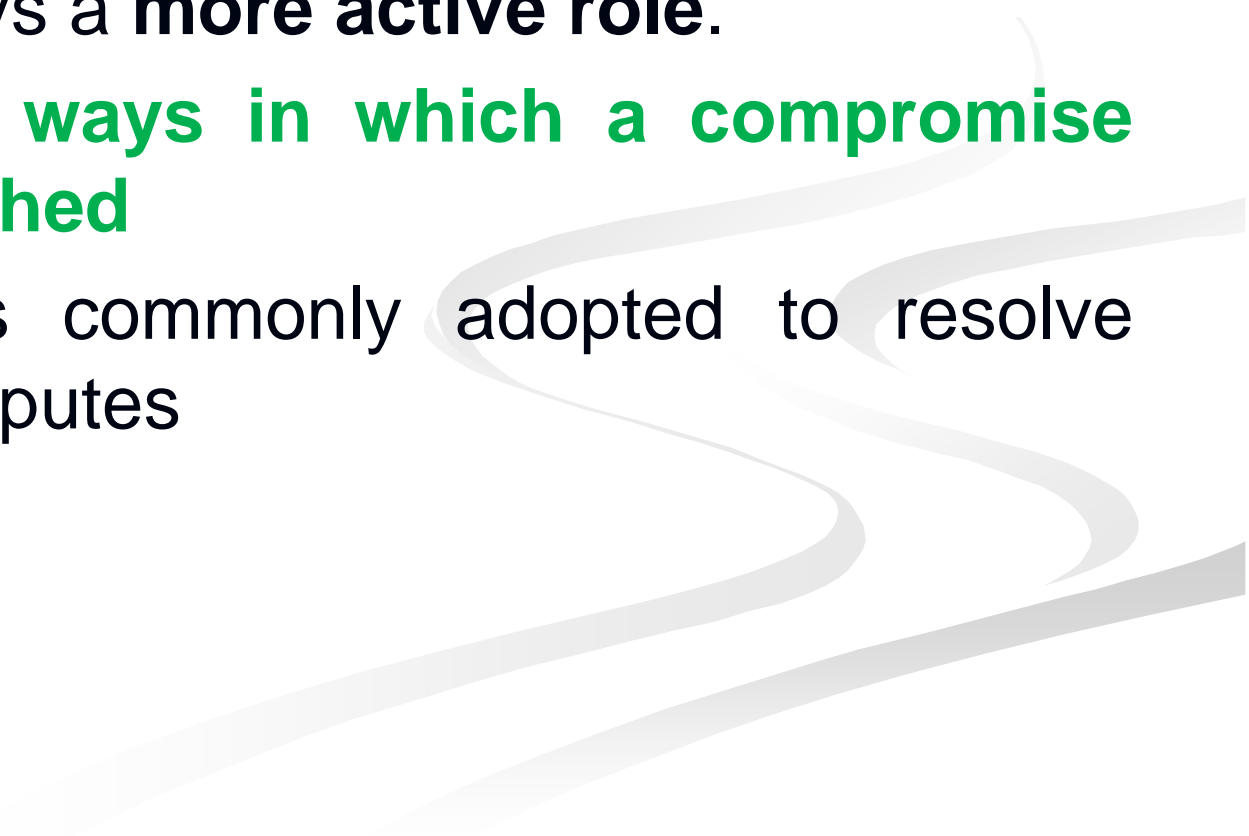
- **Negotiation, Mediation and Conciliation** are preferred as they provide opportunities for decision making by the disputants which paves the way towards a win-win solution, maintains confidentiality and preserves relationship

Win-Win

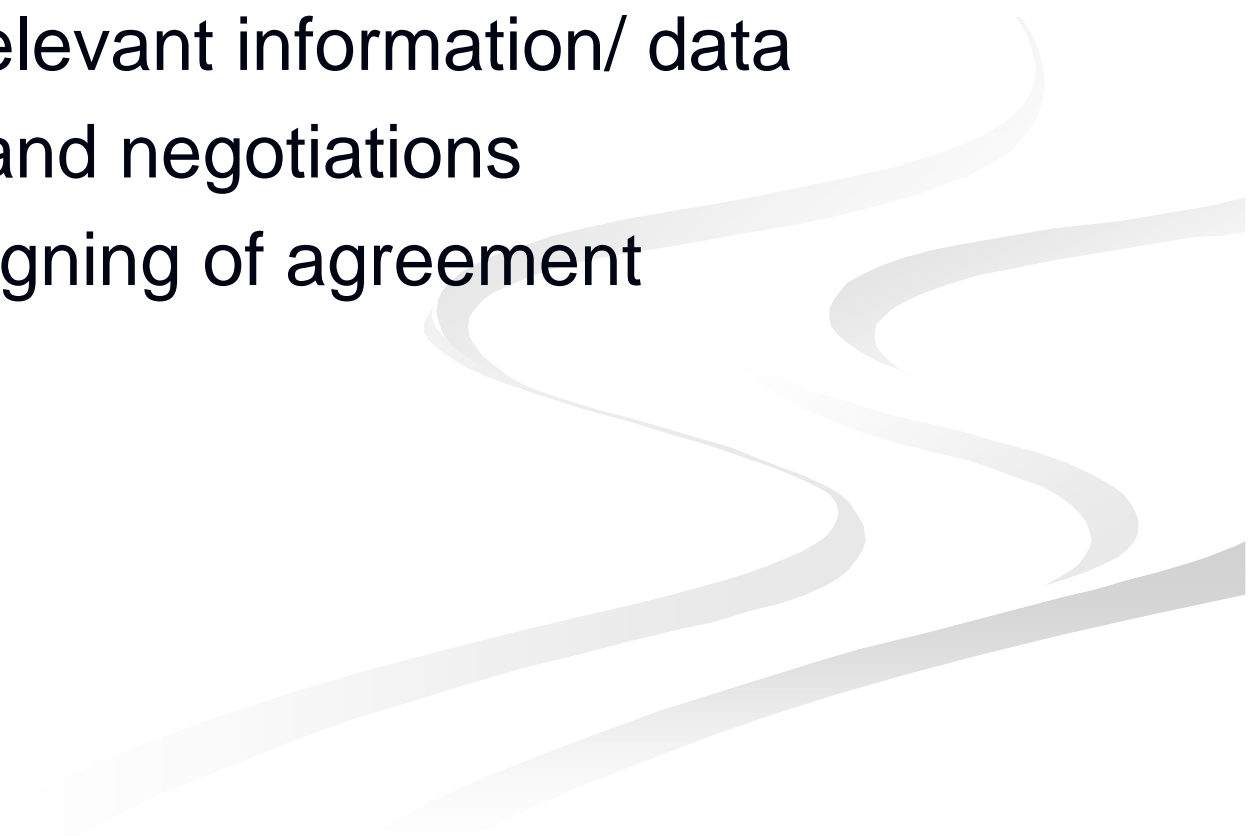


Relationship preserved

Conciliation

- This is similar to mediation
 - There is a neutral third party who helps the disputants to resolve the dispute. However, the conciliator plays a **more active role**.
 - **He suggests ways in which a compromise could be reached**
 - Conciliation is commonly adopted to resolve contractual disputes
- 

Process of mediation/conciliation

- Preliminary communications and preparations
 - Meeting of the parties and mediators/conciliators
 - Presentation by the parties
 - Collection of relevant information/ data
 - Deliberations and negotiations
 - Drafting and signing of agreement
- 

What is Arbitration

- Arbitration is a method of settling civil disputes between two or more parties by reference of the dispute to independent and impartial person(s), called arbitrator(s) instead of litigating the matter in the usual way through courts
- The Arbitrator serves like a **judge** and delivers a binding award. It saves time, energy, expenses and reduces burden on the Courts.

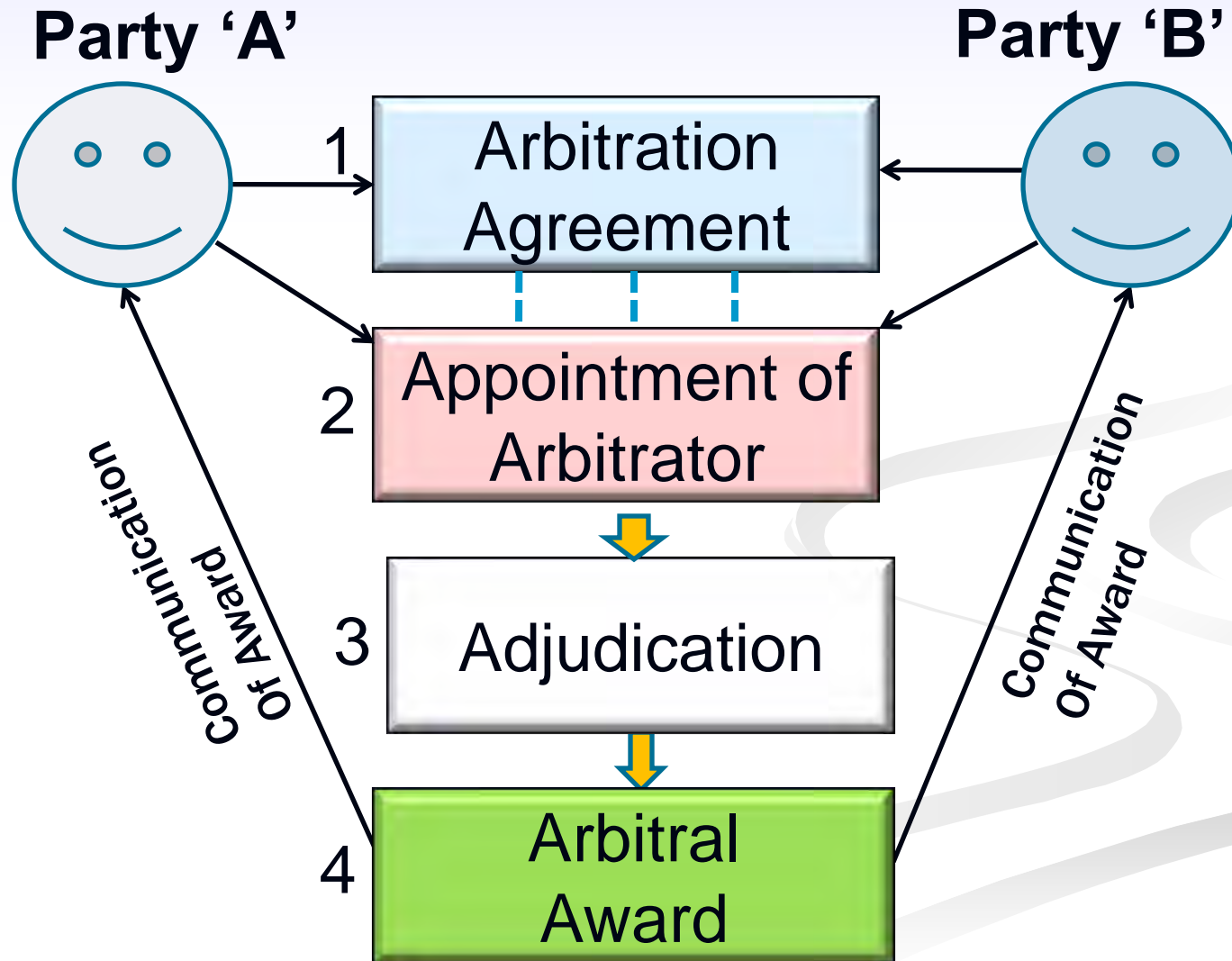
Party autonomy

- Party autonomy relates choice of procedure. This means that if a particular procedure is prescribed in the arbitration agreement which the parties have agreed to, that has to be generally resorted to
- It is because of this reason, as a normal practice, the Court will insist on the parties to adhere to the procedure to which they have agreed upon (Para 16 of SC judgment)

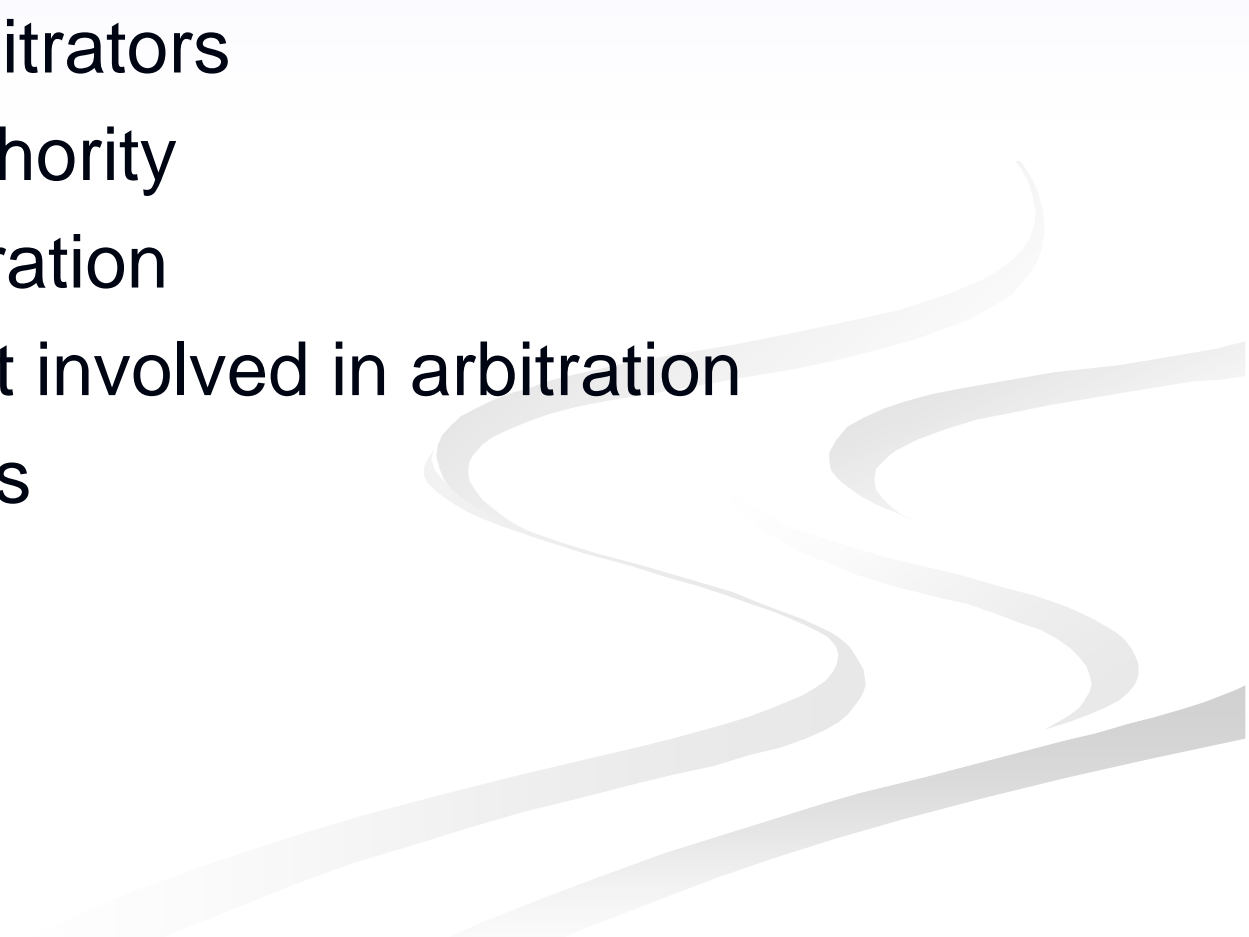
Essentials of Arbitration agreement

- An agreement by the parties to refer disputes, present or future between them in respect of their legal relationship to arbitration.
- **It must be in writing**
- Parties must be *ad idem* (consensus between parties)
- It may be in the form of an arbitration clause in a contract or as a separate agreement

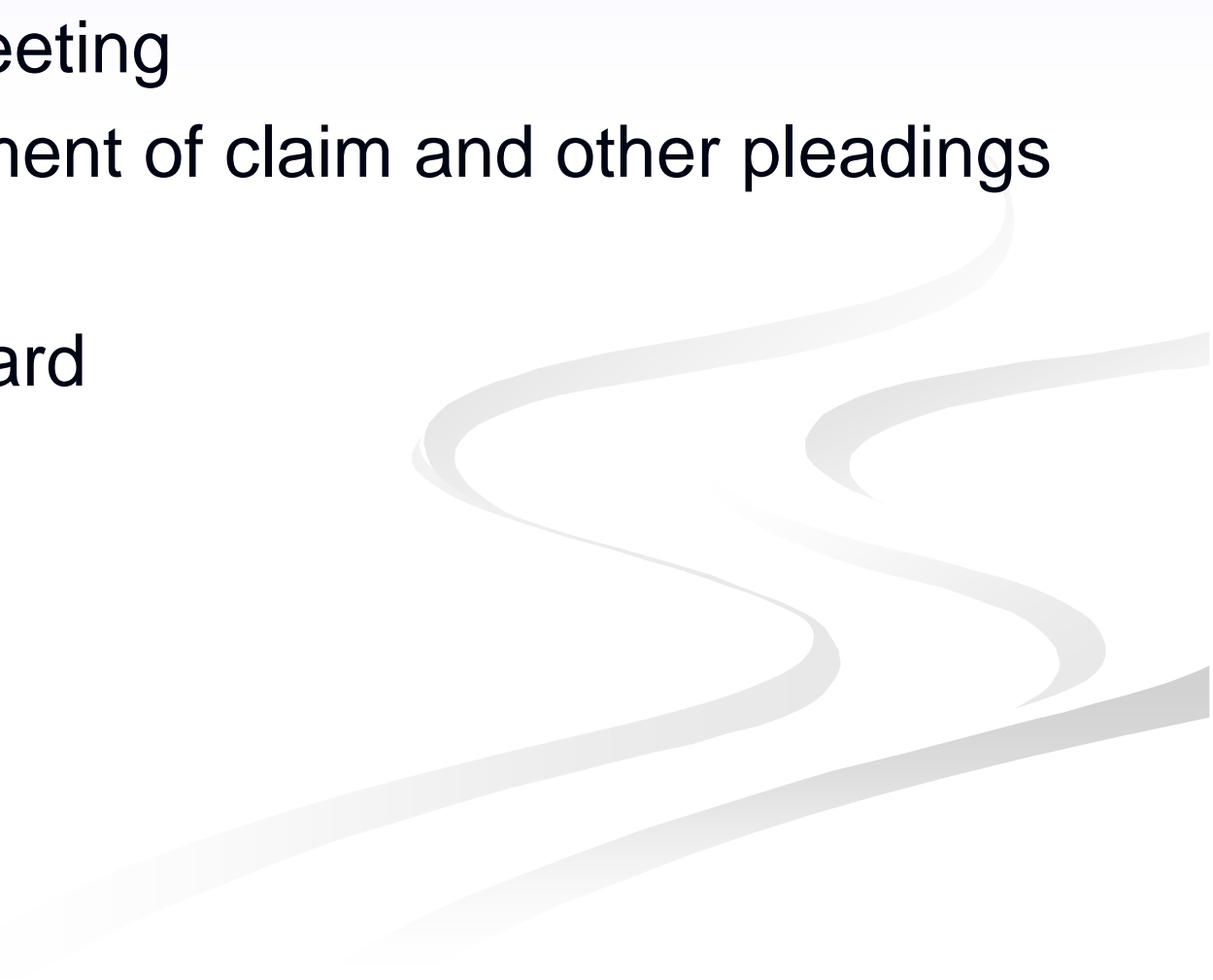
Arbitration process



Arbitration agreement to include...

- Unconditional agreement by the parties to refer contractual disputes to arbitration
 - Number of Arbitrators
 - Appointing authority
 - Venue of arbitration
 - Sharing of cost involved in arbitration
 - Governing laws
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Arbitration process

- Initiating Arbitration
 - Appointment of Arbitrator
 - Preliminary meeting
 - Filing of statement of claim and other pleadings
 - Hearings
 - Passing of award
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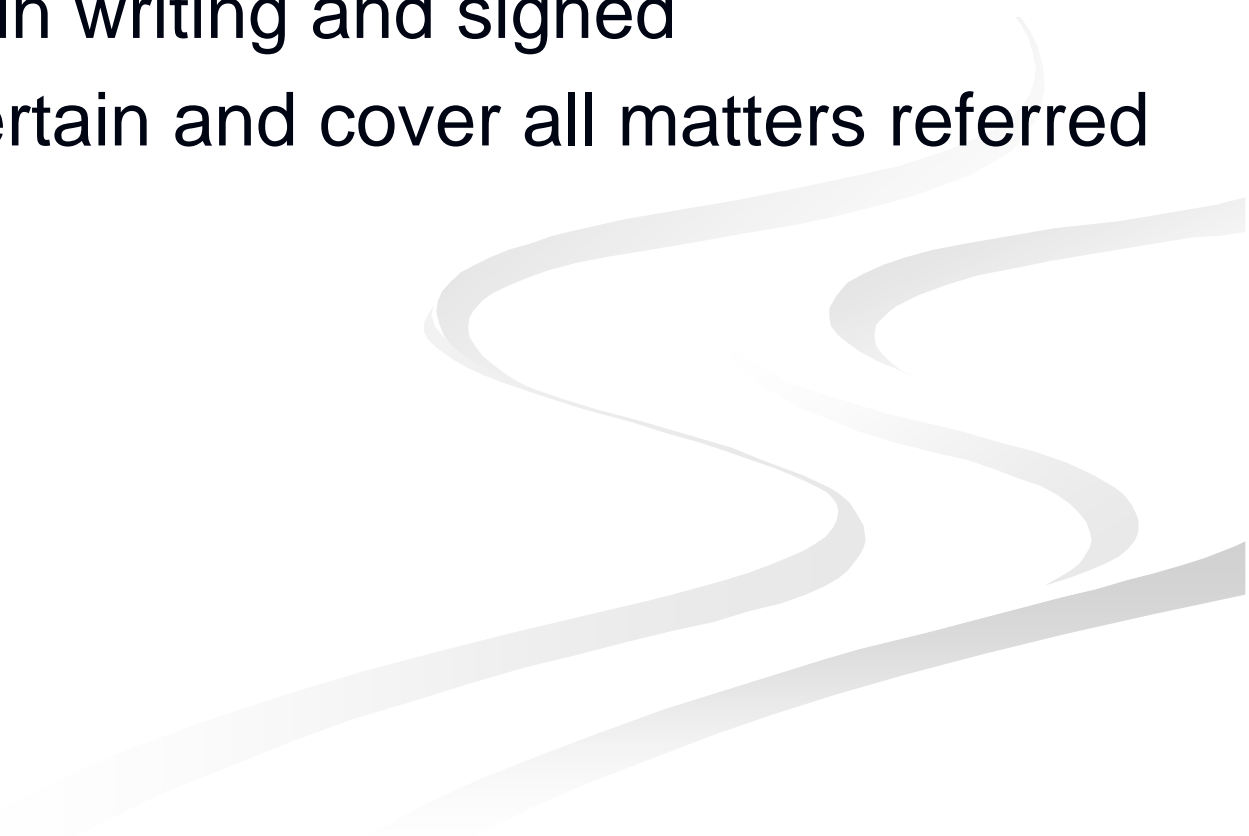
Conducting hearings

- Administer oath to parties and witness appearing
- The Claimant makes an opening statement
- The Claimant calls and examines his witnesses who may be x-examined by the Respondent
- If a witness is x-examined by R, the claimant may re-examine him on any matter raised in x-examination (only on issues of x-examination, **NO** re-examination on other issues)

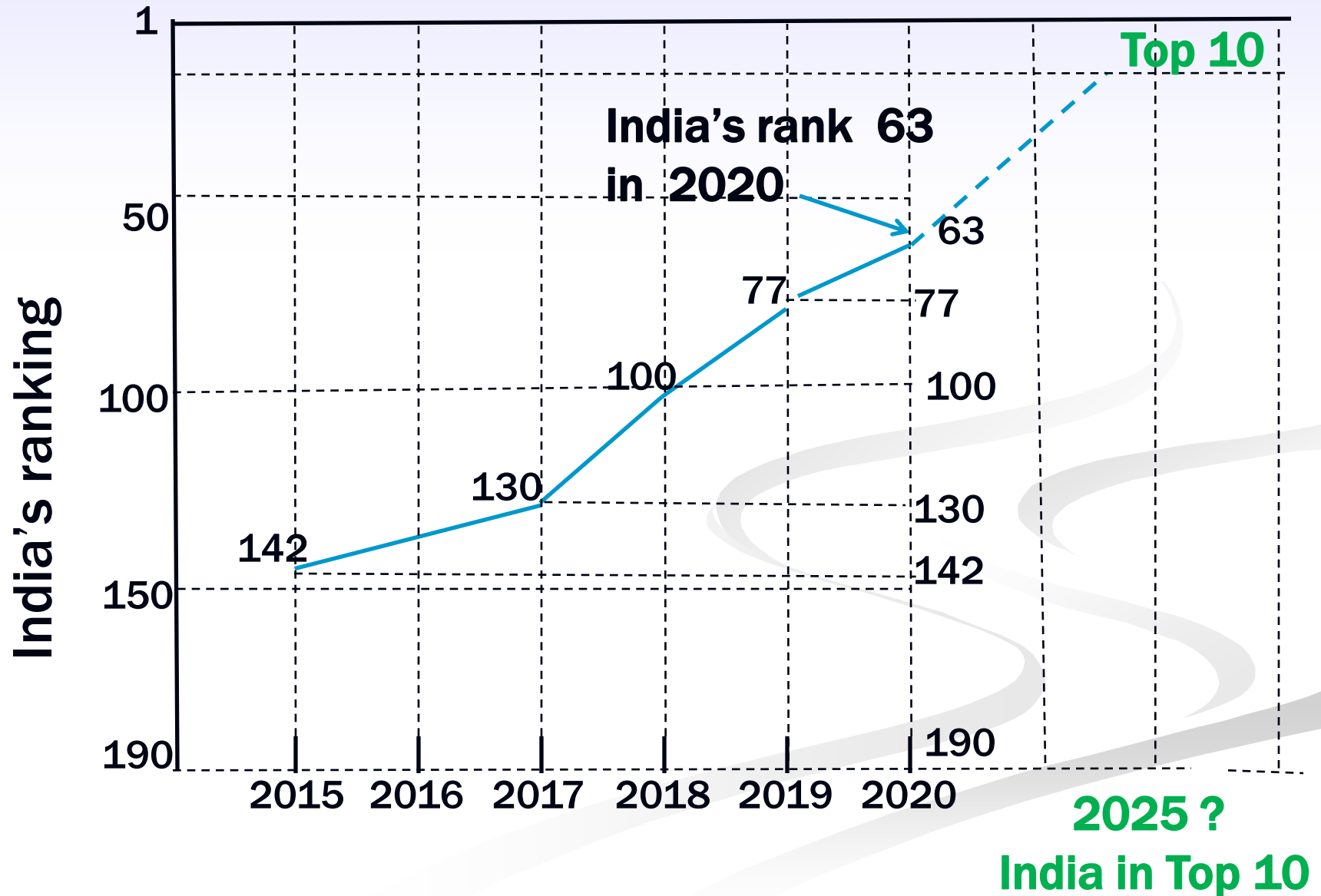
Conducting hearings

- The Respondent opens his case
- The Respondent calls and examines his witnesses who may be x-examined by the C
- If a witness is x-examined by C, the respondent may re-examine him on any matter raised in x-examination (only on issues of x-examination)
- Respondent addresses Arbitrator summing up his whole case
- Finally, the Claimant submits a reply

Arbitration award

- Award to be made within time limit and include:
 - (i) Should be in the direction of arb agreement
 - (ii) Can be reasoned or unreasoned
 - (iii) Should be in writing and signed
 - (iv) Must be certain and cover all matters referred
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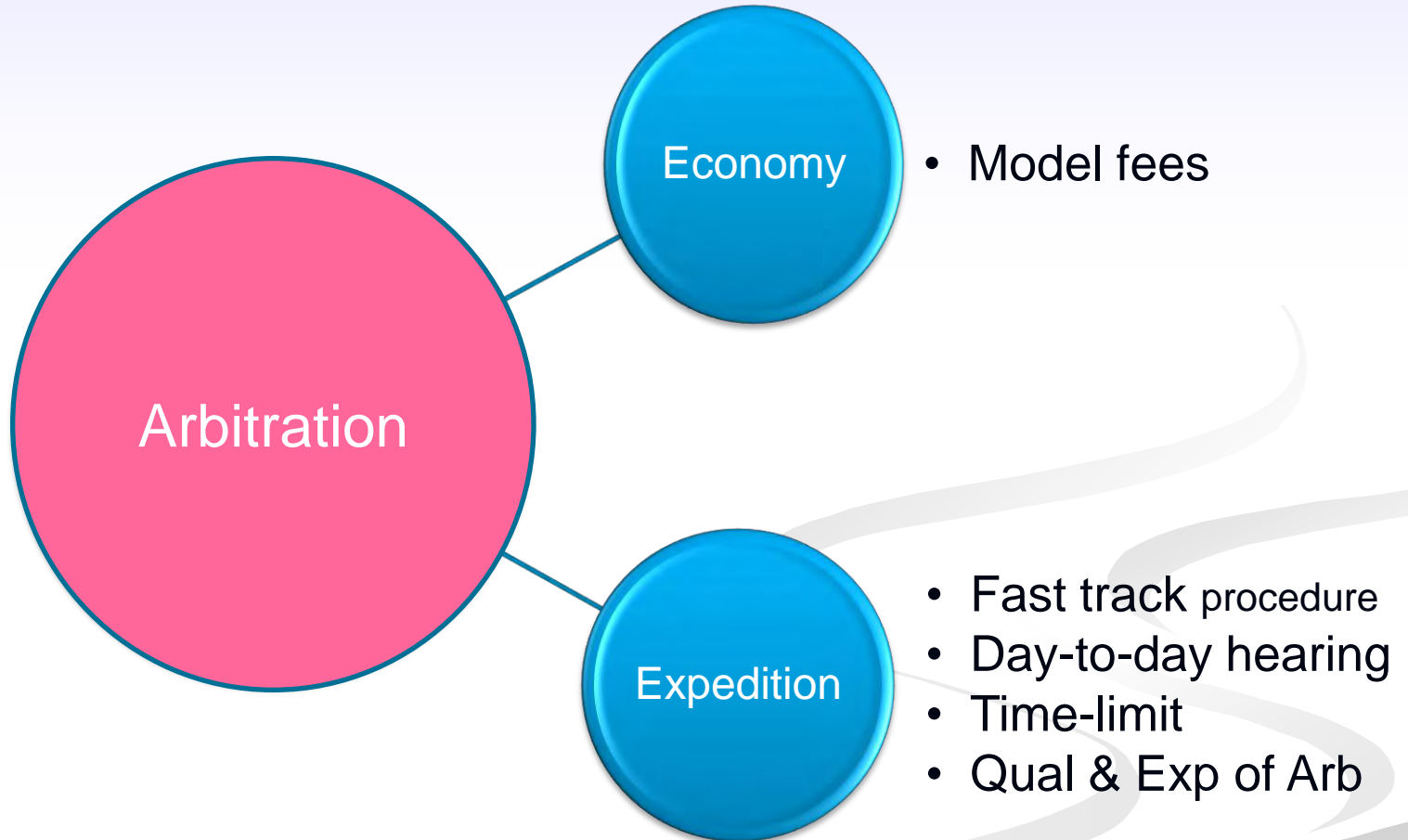
Ease of doing business (EODB)



Where India stands

Indicator	2019	2018
Starting business	137	156
Construction permits	52	181
Getting electricity	24	29
Registering property	166	154
Getting credit	22	29
Protecting minority investors	7	4
Paying taxes	121	119
Cross-border trade	80	146
Enforcing contracts	163	164
Resolving insolvency	108	103
Overall rank	77	100

Steps for improvement



Selection of Arbitrator

- Person having a degree with 10 yrs experience
- Person of high integrity, complete impartiality
- Believes in principles of natural justice and practical approach
- Technical person with domain knowledge
- Should understand legal procedure
- Should not have been convicted of an offence involving moral turpitude or economic offence

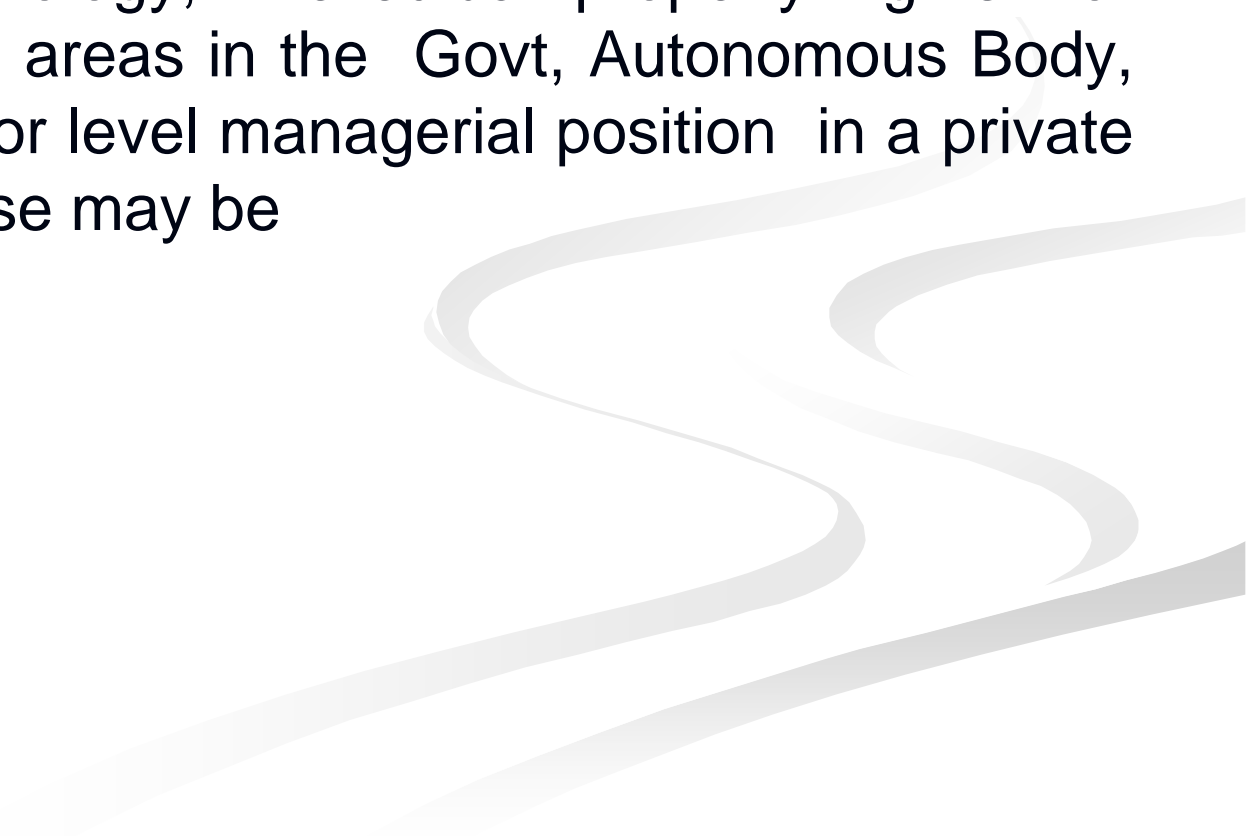
Qualification & experience of Arbitrator

2019 Amendment

- Advocate/ CA/ Cost Accountant/ Company Secy with 10 years of practice experience
- Has been an officer of the Indian Legal Service
- Has been an officer with Engg degree having 10 years experience in Govt, Autonomous Body, PSU or at a senior level managerial position in private sector or self employed; or
- Has been an officer having senior level experience of administration in Central Govt, State Govt or having experience of senior level management of a PSU, or Govt Company or a private company of repute

Qualification & experience of Arbitrator

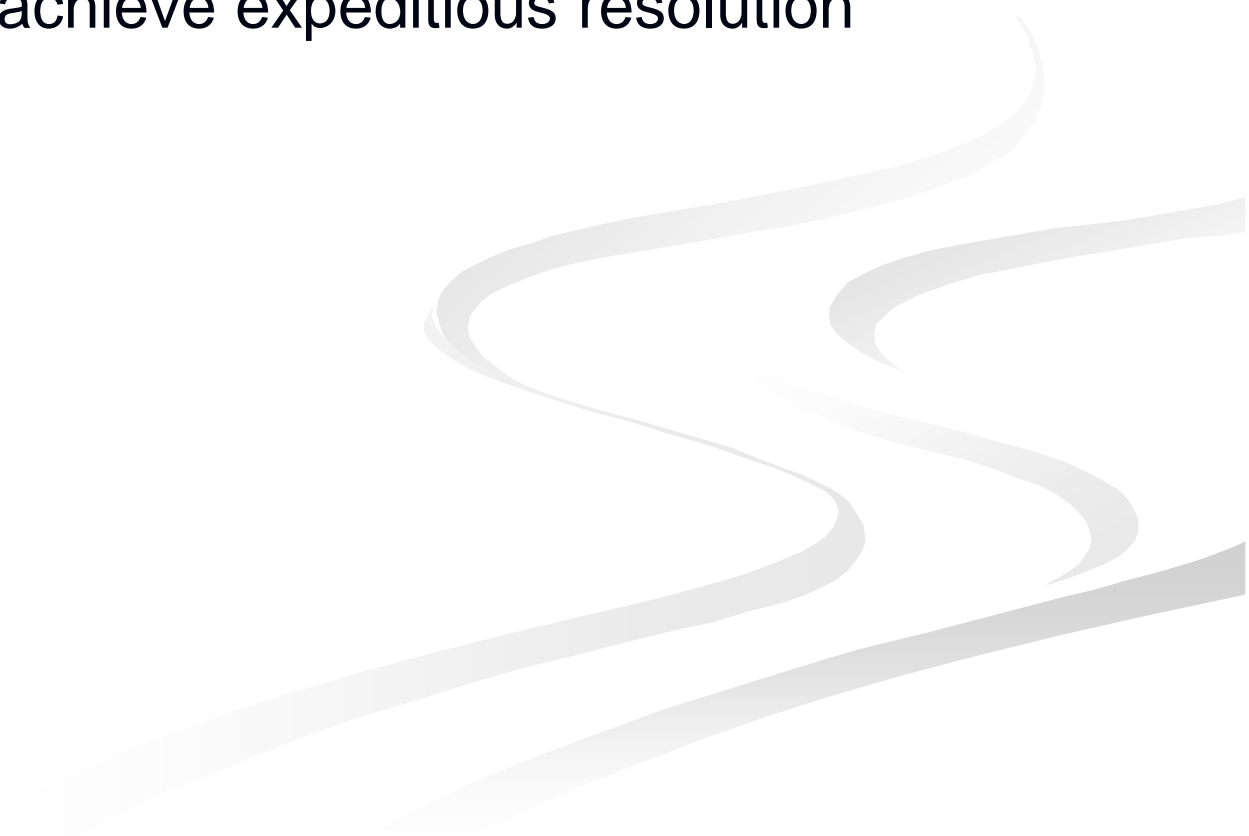
2019 Amendment

- is a person, in any other case, having educational qualification at degree level with 10 years experience in scientific or technical stream in the fields of telecom, information technology, intellectual property rights or other specialised areas in the Govt, Autonomous Body, PSU or at a senior level managerial position in a private sector, as the case may be
- 

Time for award S29A

- 6 months for completion of pleading
- 12 months for proceedings and award
- Upto 6 months extension by parties
- Further extension of time by Court on an application
- Court can remove an arbitrator who caused delay
- Court can impose exemplary costs
- Bonus for quick disposal and penalty for delay
- No time limit for international commercial arbitration

Indian Arbitration and Conciliation Act- S19

- The arbitral tribunal shall not be bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872
 - The essence of arbitration is expedition. The above provision has been incorporated to avoid the lengthy trial route and to achieve expeditious resolution
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For quick resolution of disputes

2015 Amendment

- The provision of **fast-track** procedure introduced under section 29B through the 2015 amendment generally dispenses with oral hearing by agreement of the parties and paves the way for expeditious resolution of disputes
- It sets resolution **time-line of 6 months**

Fast-track procedure

2015 Amendment-S 29 B

- Parties at any stage either before or at the time of appointment of arbitral tribunal, may agree in writing to have their dispute resolved by fast-track procedure, whereupon the tribunal shall have to make the award within **6 months**
- The tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing.
- “An oral hearing may be held only if **all** the parties make a request **or** if the tribunal consider it necessary to have oral hearing for clarifying certain issues.”


Fast-track procedure

Extension of time

- The parties “may agree that the arbitral tribunal shall consist of a **sole arbitrator** who shall be chosen by the parties.”
- The arbitral tribunal shall make the award in **6 months**
- If the award is not made within 6 months, the said time period can be extended by 6 months by the parties
- Further extension can be given by the Court and the Court is required to give its decision within 60 days

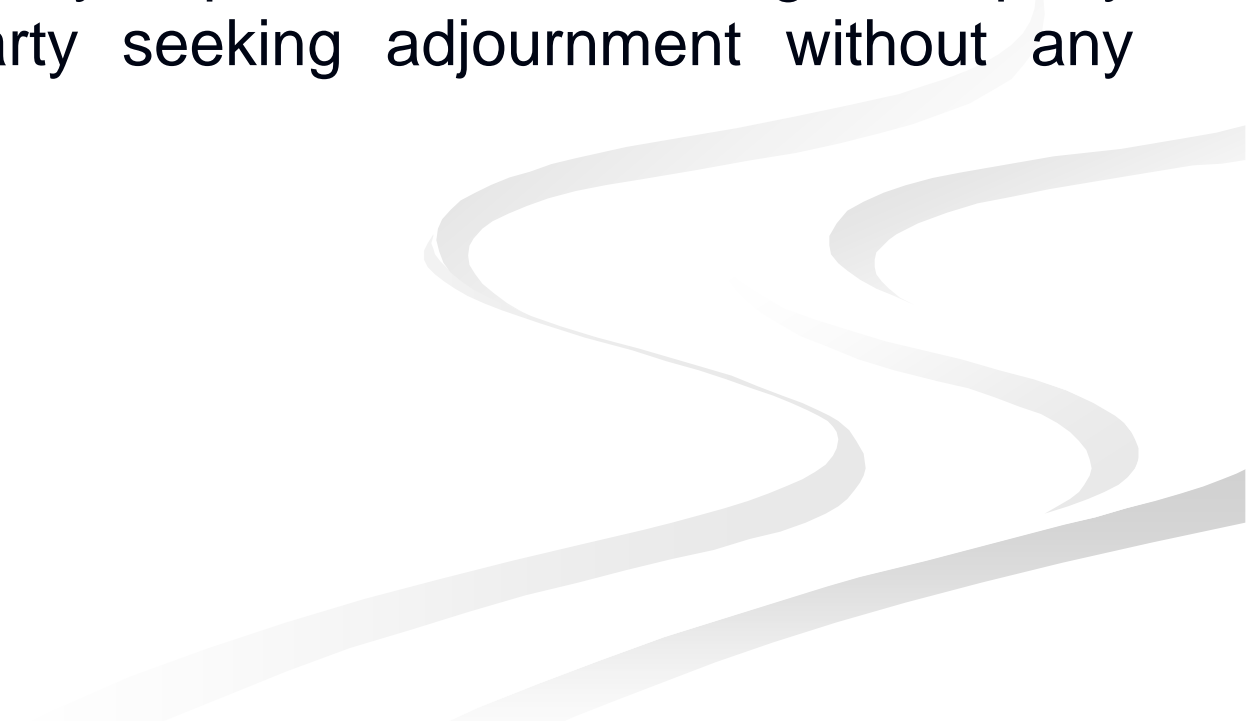
Day-to-day hearing for quick resolution

Inserted in S 24 vide 2015 Amdt

- “Provided further that the arbitral tribunal shall, as far as possible, hold oral hearings for the presentation of evidence or for oral arguments on **day-to-day** basis, and not grant any adjournments unless sufficient cause is made out, and may impose costs including exemplary costs on the party seeking adjournment without any sufficient cause.”
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Day-to-day hearing

Introduced in S 24, 2015 Amdt

- “Provided further that the arbitral tribunal shall, as far as possible, hold oral hearings for the presentation of evidence or for oral arguments on **day-to-day** basis, and not grant any adjournments unless sufficient cause is made out, and may impose costs including exemplary costs on the party seeking adjournment without any sufficient cause.”
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Act 2015: Fourth schedule

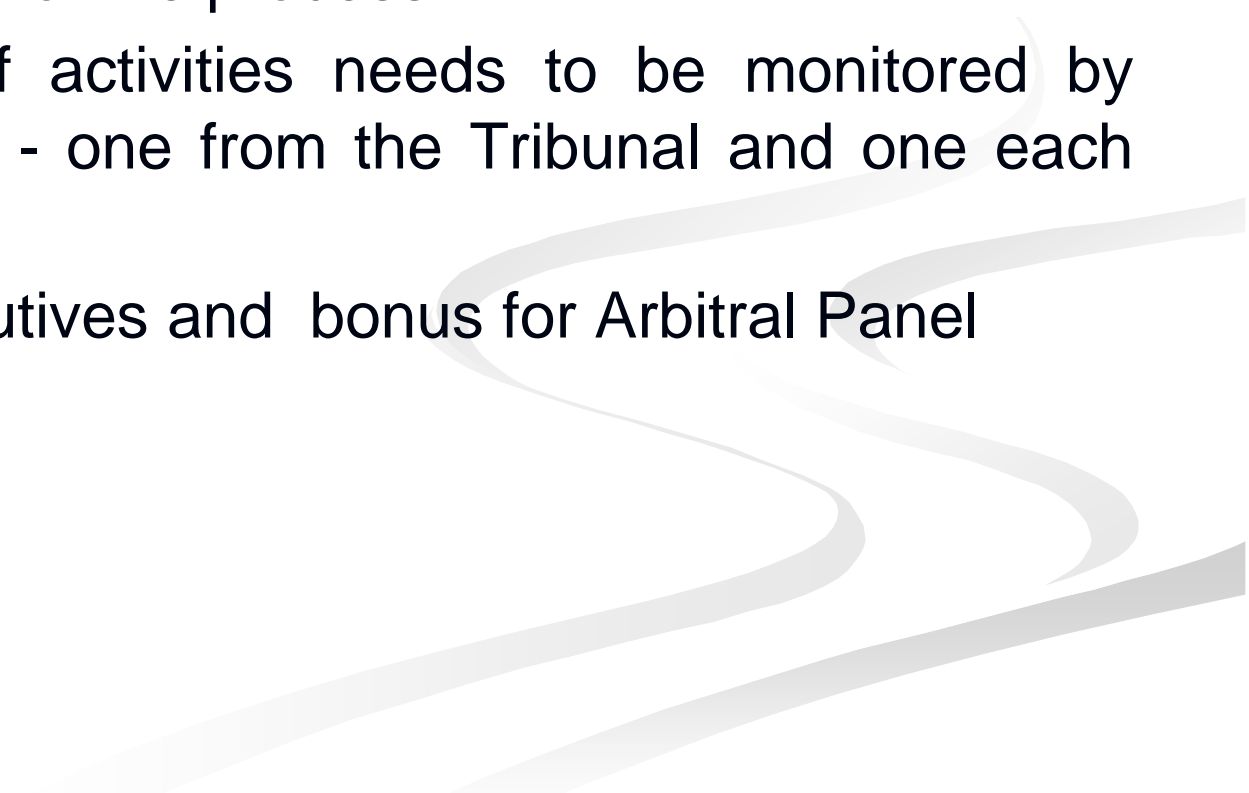
Sum in dispute	Model fees
Upto 5 lakhs	Rs 45000
Above 5 and upto 20 lakhs	Rs 45000 plus 3.5% of claim amount over and above 5 lakhs
Above 20 and upto 1 Cr	Rs 97500 plus 3% of claim amount over and above 20 lakhs
Above 1 Cr and upto 10 Cr	Rs 3,37,500 plus 1% of claim amount over and above 1 Cr
Above 10 Cr and upto 20 Cr	Rs 12,37,500 plus 0.75% of claim amount over and above 10 Cr
Above 20 Cr	Rs 19,87,500 plus 0.5% of claim amount over and above 20 Cr with a ceiling of 30 lakhs

Note- in the event, the arbitral tribunal is a sole arbitrator, he shall be entitled to an additional amount of 25% on the fee payable as per the table set out above

Strategy for successful arbitration

- A comprehensive arbitration clause may be drafted and incorporated in the contract. This may include:
 - Fast-track procedure.
 - Time-limit for conclusion with consent of both parties
 - The Arbitrators should commit to such time-limit.
 - Provision regarding limiting the volume of paper work.
 - Fees of arbitrator & sharing of cost involved in arbitration.


Strategy for successful arbitration

- The Parties may ask for a planning meeting to be held at the outset (within 2 weeks) between the parties and the tribunal to draw a schedule of activities to facilitate timely completion of the process.
 - The schedule of activities needs to be monitored by three executives - one from the Tribunal and one each from the Parties
 - Reward for executives and bonus for Arbitral Panel
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Strategy for successful arbitration

- **“Cases are won in Advocate’s chambers.”**
- This stresses importance of planning & preparation
- Identify the conversant officer
- In case of his non-availability, select a suitable officer
- Treat the arbitration case as a **New Project**
- Adjust the work-load of the selected officer so that he finds time to devote to the arbitration case
- Issue directions from top level to others to provide required information promptly to the selected officer

Strategy for successful arbitration

- Find out inconsistency between pleadings and documents of the other party
 - Locate case law in support of your stand (Palkiwala)
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- The bottom half of the slide features several thick, light gray, wavy lines that curve and flow from the right side towards the left, creating a sense of movement and depth.

Thank you so much

for active participation

