EXPORT ACADEMY INDIA 2026

Preventing and Resolving Business Disputes

A Constructive Approach to Protecting Your Interests

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Supreme Court of India, New Delhi
Source: sci.gov.in



|| यतो धर्मस्ततो जयः || (Yato Dharmastato Jayaḥ)
„Where there is *Dharma* (justice), there is *Victory*.“
(guiding principle of India‘s Supreme Court)

Cross-Border Business: Opportunity Meets Risk

Opportunities

Market access

Commercial partnerships

Supply-chain expansion

Long-term growth

Legal & Commercial Risks

Payment and delivery disputes

Performance and quality issues

IP and confidentiality risks

Cross-border enforcement

Commercial strategy and legal strategy must develop together.

The Best Dispute Is the One You Prevent

Preventive legal planning starts well before a claim arises.

- Conduct meaningful counterparty due diligence
- Define precise deliverables, acceptance and payment terms
- Agree on collateral / payment security
- Allocate liability and document changes
- Choose governing law and dispute resolution before signing
- Anticipate enforcement where assets are located

Identify risks early. Allocate them deliberately. Document your decisions.

Legal Protection Starts Before the Contract

01

Confidentiality Agreement

Protect sensitive information

02

Letter of Intent

Clarify intentions and binding terms

03

Term Sheet

Record key commercial parameters

04

Final Contract

Define enforceable obligations (unless there are other strategic considerations)

A CA, LOI or term sheet may itself have legal consequences.

What Should Every International Contract Address?

Performance

- Scope and specifications
- Delivery and acceptance
- Payment security
- Warranties and liability

Legal Certainty

- Governing law
- Notices and language
- Termination
- Collateral / security
- Court jurisdiction or arbitration

Dispute Management

- Escalation procedures
- Interim relief
- Evidence and documentation
- Enforcement planning

Prepare for the moment cooperation may break down.

CASE STUDY

The €2 Million Austrian–Indian Dispute

Illustrative scenario — used throughout this presentation

An Austrian machinery manufacturer concludes a €2 million distribution agreement with an Indian company. After delivery, its distributor refuses to pay, alleging technical defects. Negotiations fail—and the dispute clause is ambiguous.

1 Which law governs?

2 Where should the claim be brought?

3 How can the result be enforced?

Choosing the Right Path

Negotiation

Direct commercial discussions to reach agreement.

Mediation

Neutral facilitator helps parties negotiate settlement.

Litigation

Binding decision by a national court.

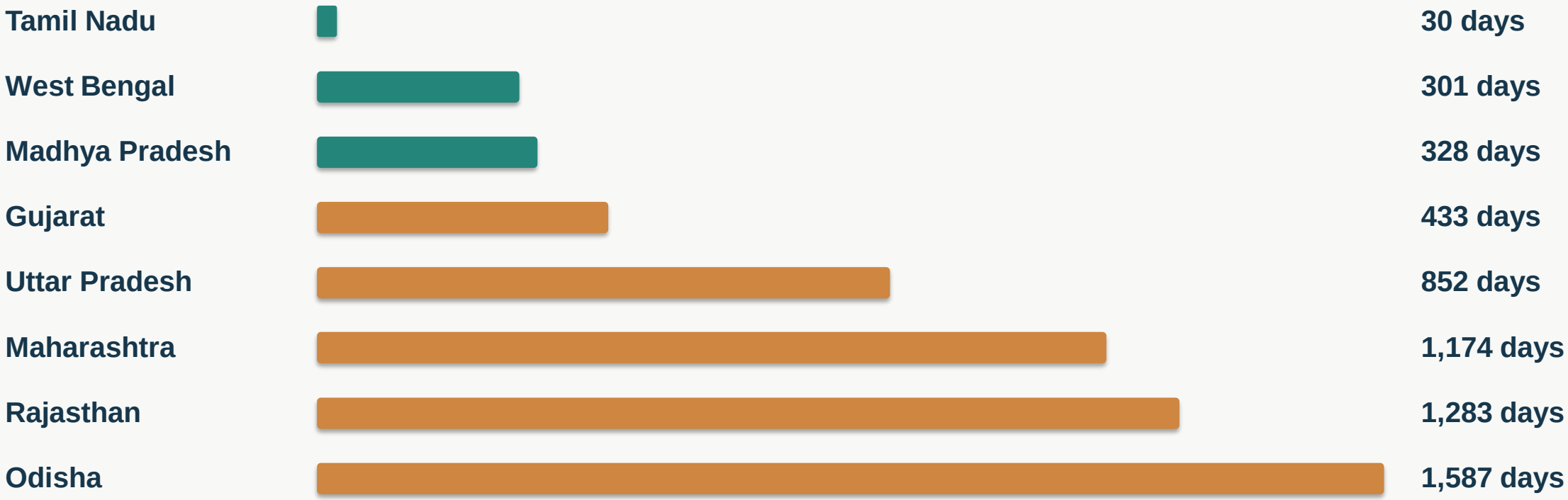
Arbitration

Binding award by an independent arbitral tribunal.

Compare: cost · speed · expertise · relationship · enforceability

Civil Litigation in India: Regional Variation

Median time to dispose of district-court “CS” cases in 2025 (8 states)



Source: eCourtsIndia, Indian Disposal-Time Index 2026; full 2025 “CS” disposals, extracted 23 Sept 2026.

Medians, not averages. Tamil Nadu includes short closures; coding differs. Not a contested-case forecast.

Civil Courts: Backlog Across India

Official backlog snapshot

District and subordinate courts, 30 July 2026

India: 49.9 million pending cases

5.45 million pending >10 years

Includes civil AND criminal cases

Major jurisdictions: pending cases

Maharashtra	6.17m	(554k >10 yrs)
Delhi	1.73m	(44k >10 yrs)
Karnataka	2.34m	(100k >10 yrs)
Tamil Nadu	1.79m	(64k >10 yrs)
Gujarat	1.61m	(57k >10 yrs)
Uttar Pradesh	11.99m	(2.32m >10 yrs)

Source: Indian Ministry of Law & Justice, Lok Sabha reply 7 Aug 2026, Annexure II (NJDG, 30 July 2026). Backlog ≠ duration; figures are not civil-only.

Foreign Court Judgments: Can You Enforce?

Indian Legal Framework

Code of Civil Procedure, 1908

Section 13: conclusiveness / exceptions

Section 44A: execution of certain decrees from notified reciprocating territories

Practical Assessment

Where are the debtor’s assets?

Does direct execution apply?

Are additional Indian proceedings needed?

What defenses may be raised?

Austria: no notified reciprocity under s. 44A; fresh Indian suit generally required.

A judgment abroad does not automatically produce recovery in India.

Arbitration in India: A Practical Alternative?

Institutional Arbitration – MCIA 2025

16 months, 25 days

Average award delivery time

61 matters received in 2025.
79.5% increase in caseload.
Section 29A introduces statutory time discipline for arbitration.

Key takeaway

Institutional arbitration can offer structured procedures and greater predictability, although duration depends on the complexity of the dispute and the institution involved.

Source: MCIA Annual Report 2025; Arbitration and Conciliation Act, 1996, s. 29A.

International Commercial Arbitration

Potential Advantages

Neutral forum

Party autonomy

Specialist decision-makers

Procedural flexibility

International enforcement framework

Important Limitations

Valid arbitration agreement required

Costs and duration vary

Court assistance may be necessary

Awards can face enforcement objections

Indian framework: Arbitration and Conciliation Act, 1996.

Ad Hoc vs. Institutional Arbitration

Ad Hoc

Organised by parties and tribunal

Flexible procedural arrangements

No institution administration fee

Greater burden of coordination

Requires sufficient expertise

Institutional

Established procedural rules

Administrative assistance

Appointment mechanisms

Institutional fees

The best choice depends on case complexity and procedural needs.

Institutional Choices: India and Beyond

India

IIAC

India International Arbitration Centre

MCIA

Mumbai Centre for International Arbitration

Continental Europe

VIAC — Austria

DIS — Germany

Swiss Arbitration Centre — Switzerland

International

ICC — International Chamber of Commerce

LCIA — London Court of International Arbitration

SIAC — Singapore International Arbitration Centre

Institution ≠ seat. Compare rules, costs, procedure and enforcement.

The Seat and the Arbitrators

Seat of Arbitration

Procedural legal framework

Supervisory jurisdiction of courts

Judicial support and interim measures

Challenges to awards

Choice of Arbitrators

Independence and impartiality

Industry and legal expertise

International experience

Language, availability and cost

The seat is legally distinct from the hearing venue and institution.

How to Get There: From Dispute to Award

01 Dispute & initial assessment

02 Notice / negotiation / escalation

03 Commencement of arbitration

04 Constitution of the tribunal

05 Submissions · evidence · hearing

06 Award

07 Recognition and enforcement

Procedure varies by arbitration agreement, rules, seat and circumstances; settlement may occur at any time.

Enforcement of Arbitral Awards in India

1958 NEW YORK CONVENTION

Austria and India are contracting states

- Indian Arbitration and Conciliation Act, 1996 — Part II
- Sections 44–49: qualifying New York Convention awards
- India’s reciprocity and commercial reservations matter
- Recognition can be resisted on specified legal grounds

Plan for enforceability before agreeing on the arbitral seat.

Drafting an Effective Dispute-Resolution Clause

1. Governing law	Substantive law applicable to the contract
2. Mechanism	Courts, arbitration and/or escalation steps
3. Institution and rules	Clear and workable procedural framework
4. Seat, tribunal, language	Avoid uncertainty on essential choices
5. Enforceability	Consider jurisdictions where assets are located

Use a verified institutional model clause as a drafting starting point; tailor it to the transaction.

Case Study: What Would You Do Differently?

Before the Agreement

Counterparty due diligence

Technical specification and acceptance

Payment security

Clear law and dispute clause

Enforcement planning

After the Dispute

Preserve documents and evidence

Assess interim protection

Attempt commercial resolution

Select proper procedure

Plan collection and enforcement

Effective dispute resolution starts with effective commercial preparation.

Primary Legal Sources & Institutions

- India: Code of Civil Procedure, 1908 — ss. 13, 14, 44A
- India: Arbitration and Conciliation Act, 1996 — Part II, ss. 44–49
- India: Commercial Courts Act, 2015 — s. 12A
- UNCITRAL: New York Convention (1958)
- Official rules and model clauses: VIAC · ICC · SIAC · IIAC · MCIA · DIS · LCIA

Public sources: indiacode.nic.in | uncitral.un.org | viac.eu | iccwbo.org

Data Sources & Methodological Cautions

Government Source

National Judicial Data Grid (NJDG)

njdg.ecourts.gov.in

Case pendency, age and disposal data. Record the extraction date when using live figures.

Independent Analysis

eCourtsIndia — Indian Disposal-Time Index 2026

blogs.ecourtsindia.com

Concluded “CS” cases in 2025; median days by state. Not a forecast of commercial case duration.

Backlog: Ministry of Law & Justice, Lok Sabha Unstarred Q. 3371 (7 Aug 2026); NJDG snapshot 30 July 2026.

What Can We Do?

Prevent & Prepare

1. Assist in finding tailor-made solutions
2. Scrutinize proposed contractual frameworks (CA / LOI / contract)
3. Assist in preparing for disputes

Resolve & Enforce

4. Select suitable arbitrators
5. Act as adviser or counsel
6. Act as arbitrator
7. Organize arbitration proceedings

Practical support from preventive planning through dispute resolution and enforcement.

ALIX FRANK RECHTSANWÄLTE

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Don’t Wait for a Dispute.
Take the First Step.

Cross-border contracts · Preventive legal advice · International arbitration
Litigation · Recognition and enforcement

Let us connect!

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Thank you!