Volume 3 Issue 1 2022 2582-5534

Name-Suvansh Majmudar

MONOGRAPH ON THE CONCEPT OF ARBITRATION

ABSTRACT

Before the understanding and meaning of the concept of arbitration, there was no practical mechanism to satisfactorily resolve conflicts. The conflict arose when either of the parties felt the result of the solution provided to be unreasonable or that they were not given a fair trial. Parties today have a strong desire to resolve their issues through arbitration as a result of the high number of cases pending in our country's courts. Our country's arbitration regime has matured over the last ten years, and the necessity for arbitration has grown in lockstep with the passage of time.

The papers began by examining how the concept of arbitration has evolved in India, then described the kinds of arbitration then it describes the concept of International Commercial Arbitration. The paper then goes on to present and discuss practical solutions for implementing secrecy in arbitration conflicts in these situations then including the enforcement and annulment of arbitral awards. The rising risks to arbitration confidentiality that have been highlighted in the recent *Amazon – Future Group arbitration dispute* [1], and how the principle of confidentiality can be safeguarded in the future.

Keywords: Arbitration, Awards, Confidentiality, Amazon- Future Group

INTRODUCTION

Arbitration is a type of alternative dispute resolution (ADR) in which the parties submit a disagreement to one or more arbitrators under the terms of an arbitration agreement, who then issue an arbitral judgement that is binding on both parties. The Arbitration and Conciliation Act, 1996, which has been revised by the Arbitration and Conciliation (Amendment) Act, 2015, and the Arbitration and Conciliation (Amendment) Act, 2019, governs arbitration in India. The Arbitration (Protocol and Convention) Act, 1937, the Indian Arbitration Act, 1940, and the Foreign Awards (Recognition and Enforcement) Act, 1961 governed arbitration in India prior to the Arbitration and Conciliation Act, 1996. The Indian Arbitration Act of 1940, which was very similar to the English Arbitration Act of 1934, was the main statute that governed arbitration in our country.

[1] Amazon. Com Nv Investment Holdings Llc Vs Future Retail Limited AIR 2021 SC 443

Nations all around the world sought international investment, but numerous investors declined to invest in countries with unfavourable laws, requesting that the states alter the laws. However, changing the regulations would affect everyone, not just foreign investors, which would be a loss to the state. This problem was solved by agreeing with the state to settle any disputes that arose between the two parties using experts with domain competence in the dispute's subject matter rather than the host state's domestic laws. As a result, investor-state arbitration was born.

According, to the data available, [2] The number of cases pending in Indian courts has surpassed 3 crore, and there are many cases that have been pending for 15 to 20 years and have gone utterly ignored. It poses a major threat to the country's social security. These figures show that the Indian courts are understaffed, resulting in bottlenecks and delays. The right thing to say about the current state of the Indian legal system is '*justice delayed is justice denied*'. When a country's judiciary is unable to successfully resolve conflicts, the concept of arbitration comes into play displaying its inherent traits that make it a very important dispute resolution instrument in today's world.

EVOLUTION OF THE ARBITRATION LAW IN INDIA

Arbitration between states and state-like bodies can be traced all the way back to Ancient Greece. Earlier kinds of arbitration was used to resolve conflicts between allied governments and towns over sovereignty and independence. During the Medieval Period, often known as the Middle Ages, arbitration was widely utilised. The issues were determined by a single arbitrator known as an Empire in such arbitrations. The Pope, the King, or the Emperor were usually the ones to play such a position. The concepts on which the decisions were made were diametrically opposed to current practises. The rulings were founded on equitable grounds rather than legal principles. They weren't reasoned, and the arbitrators weren't fully independent or unbiased. [3] With the signing of the Peace Treaties of Westphalia in the mid-17th century, arbitration largely vanished from interstate relations. This was followed by nearly three decades of war in Europe, which eventually resulted in state sovereignty. However, throughout the second half of the 18th and 19th centuries, arbitration resurfaced.

[2] NATIONAL JUDICIAL DATA GRID, https://njdg.ecourts.gov.in/njdgnew/index.php
[3] Bibek Debroy and Suparna Jain, Strengthening Arbitration and its Enforcement in India – Resolve in India, NITIAYOG WRITE A DATA

The Jay Treaty Arbitration is often considered to be the beginning of modern-day international arbitration. Following the American War of Independence, the United States of America and the United Kingdom negotiated a pact to resolve outstanding disputes. The treaty established three commissioners, the first of which was charged with resolving boundary disputes, and the second and third with resolving mixed conflicts. The pact not only established a modern system of arbitration for resolving conflicts between governments, but it also laid the path for resolving problems between citizens of different countries. It also established a precedent for arbitration because the conclusions were based on law rather than equity and included rationale. However, the panel was made up entirely of citizens of either country.

Another key landmark case that established new norms was the Alabama claims arbitration case [4]. To begin with, the arbitration was successful in resolving interstate claims in a peaceful manner. Second, for the first time, the arbitration panel was mostly made up of arbitrators who were not citizens of either of the disputing parties (a practise followed to date). [5] It was one of the first arbitrations that resembled modern-day procedures. Third, it was established that the parties to a dispute have the freedom to choose the law that applies to the issue, including soft laws, or non-binding norms.

Individuals had no direct access to the commission or tribunal, despite the fact that arbitration was commonly utilised to resolve interstate conflicts in the late 19th and early 20th centuries. Individual claims had to be brought by the state. This is the polar opposite of current practise. With the formation of the Permanent Court of International Justice in 1921 and the International Court of Justice in 1945, arbitration became less popular as a means of resolving interstate conflicts in the first half of the twentieth century. [6] After the conclusion of the Cold War, however, arbitration became more common as a means of resolving inter-state conflicts.

With the increasing number of significant concessions for the extraction of natural resources in developing nations being secured by foreign businesses in the final decades of the twentieth century, mixed arbitrations became common. This significant increase in mixed

[4] Joseph Henderson v. United States, 709 (1882); United States v. Callahan, 442 F. Supp. 1213
[5] Shaneen Parikh, Arbitration in India – A Story of Growth and Opportunity, CYRIL SHROFF (Mar. 28, 2020, 12:05 PM), http://www.cyrilshroff.com/wp-content/uploads/2019/06/Arbitration-in-India-%E2%80%93-A-Story-ofGrowth-and-Opportunity.pdf.
[6] F. Peter Phillips, Arbitration in India, MEDIATE INDIA

arbitrations led to the establishment of the International Centre for the Settlement of Investment Disputes in the 1960s.

KINDS OF ARBITRATION: A DOMESTIC STANCE

Depending on the provisions of the arbitration agreement, the subject matter of the dispute, and the law that governs the arbitration agreement, there are numerous types of arbitrations. Arbitrations, for example, are divided into three types based on jurisdiction:[7]

1. Domestic(Institutional) Arbitration
2. International Arbitration
3. International Commercial Arbitration.

The most prominent ones, however, are Institutional Arbitration and Ad-hoc Arbitration, both of which are widely used and followed in India.

a. **Institutional Arbitration --** In an institutional arbitration, the parties may stipulate in the arbitration agreement that the disputed differences will be resolved in accordance with the procedures established by arbitral institutions such as the Indian Council of Arbitration (ICA), the Federation of Indian Chambers of Commerce and Industry (FICCI), and others. The arbitration is carried out according to the rules established by each of these organisations. These institutions have pre-determined arbitration fees, administrative costs, a qualified arbitration panel, rules controlling arbitration hearings, and other features that aid in the smooth and orderly conduct of arbitration proceedings. Recent legislative modifications to the Arbitration Act of 1996, particularly those enacted in 2019, promoted the growth of institutional arbitration. [8]

Advantages: The rules have been written down is updated a regular basis. The other advantages include the quality and credibility of those rules.

Disadvantages: Controlling time limits in the arbitration procedure are rigid which is a disadvantage for this type of arbitration.

[7] *Ibid*
[8] UKDISS, https://www.ukdiss.com/examples/arbitration-in-india.php

b. **Ad-hoc Arbitration --** The parties agree and arrange for arbitration in an ad-hoc arbitration. It means that either the parties agree on the procedure or the arbitral tribunal establishes it in the absence of an agreement. If the parties are unable to agree on an arbitrator, the High Court (in the instance of domestic arbitration) or the Supreme Court appoints the arbitrator (in case of the International Arbitration).[9]

Advantage: Designed to fulfil the wants and desires of the persons involved in a cheaper way, this is because of the examination of gains and losses throughout the short and long periods of time.

Disadvantage: Time-consuming and depends on the efficiency of the legal system in the arbitration venue as well as the parties' intentions.

c. **International Arbitration:** When one of the arbitration's parties is a foreign national, or the arbitration's subject matter is situated, registered, or administered by a foreign national body. The laws that apply in international arbitration are determined by the contracting parties' choice of law. [10]

INTERNATIONAL COMMERCIAL ARBITRATION IN RELATION TO INDIA:

The Arbitration and Conciliation Act of 1996 governs arbitration law in India. The 1996 Act is based on the UNCITRAL Model Law. [11] The 1996 Act is divided into two parts, part I and part II, in general. Domestic arbitrations are covered by Part I of the 1996 Act, whereas international commercial arbitrations are covered by Part II. An International Commercial Arbitration, as defined by Section 2(1)(f) of The Arbitration and Conciliation Act, 1996, is arbitration involving disputes arising out of legal relationships, whether contractual or not, that are considered commercial under Indian law and in which at least one of the parties is a foreign national. [12]—

- A person who is a citizen of, or has a usual residence in, a country other than India, or an entity incorporated in a country other than India.

[9] *Ibid*
[10] *Ibid*
[11] UNITED NATION COMMISSION ON INTERNATIONAL TRADE LAW.
[12] http://www.uncitral.org/pdf/english/texts/arbitration/ml-arb/06-54671_Ebook.pdf.

- ❖ A firm, an organisation of people, or a group of people whose central administration and control is exercised outside of India;
- ❖ A foreign country's government.

In the case of **TDM Infrastructure Pvt. Ltd. v. UE Development India Pvt. Ltd.** [13], The Supreme Court decided the extent of this clause, concluding that "a corporation formed in India may have Indian nationality merely for the purpose of the Act," despite having foreign control. The essence of the doctrine of 'transnational arbitration,' is described by Sir Michael John in his renowned writing. He says that the institution of international commercial arbitration is an autonomous legal entity, independent of all national courts and all national systems of law. Breaking the links between the arbitral procedure and the courts of the country where the arbitration takes place is one of the key goals of transnational movement. [14]

ENFORCEMENT AND ANNULMENT OF ARBITRAL AWARDS

In most cases, the unsuccessful parties voluntarily pay the victorious party compensation or sanctions. However, in some instances, the losing side may refuse to do the same. It is vital to impose the order on the losing side in such instances.

The procedure for enforcing a court order differs depending on the legal system of the jurisdiction where enforcement is sought. It also depends on the arbitration rules that were followed throughout the process. It is suggested that the party seeking enforcement has sufficient assets in the state where the execution proceedings are filed.

In most cases, the recognition procedure comes before the enforcement process. An arbitration award is given the same status and effect as a court order when it is recognised. The requirements for recognition include admission of the arbitral award as legitimate and binding, as well as granting it official standing, making it comparable to a court order. The award cannot also be re-arbitrated, according to the ruling. Following that, enforcement proceedings can be initiated with the primary goal of ensuring that the award's duties are fully carried out and that the victorious party is compensated. [15]

[13] TDM Infrastructure Pvt. Ltd. v. UE Development India Pvt. Ltd 2008(2) UJ SC0721.
[14] Sir Michael John, Transnational Arbitration in English Law, 133, CURRENT LEGAL PROBLEMS, 1984
[15] https://www.coursera.org/learn/arbitration-international-disputes

All non-ICSID investment treaty arbitration as well as international commercial arbitration are covered by the New York Convention of 1958. Its principal goal was to ensure that international arbitral awards were recognised and enforced consistently. The original and certified copy of the arbitral order, as well as the original arbitration agreement, must be provided to the party seeking recognition and enforcement under the 1958 New York Convention. If the unsuccessful party considers that the arbitral tribunal's decision is unjust, they have a few options, however they are limited and none of them address the merits of the case. Article 34 of the UNCITRAL Arbitration Rules lays out the grounds for annulling an arbitral judgement. The list is complete, which means there are no further grounds for annulling an award. The grounds are that the arbitration agreement is invalid, that there was no proper notice of the arbitrator's appointment or of the arbitration proceedings, that the tribunal used excessive authority, that the tribunal's composition was not in accordance with the parties' agreement, that the dispute was in-arbitrable under the applicable or procedural law, and that the award was contrary to the state's public policy.

These grounds are not about the decision's merits, but rather about whether there were any procedural faults or defects. Similarly, Article 52 of the ICSID rules governs the grounds for annulment of an arbitral award made under its auspices, because ICSID arbitration is completely apart from domestic courts, the location of the arbitration is irrelevant, and so it is not subject to domestic court jurisdiction, unlike its UNCITRAL counterparts. Every annulment application is heard by an ad hoc three-member committee. Article 52 grounds for annulment include: improper tribunal constitution; the tribunal has exceeded its authority; corruption by a member of the panel; serious divergence from a fundamental procedural rule; and no reasons presented for the award.

Since ICSID is completely distinct from domestic law leading to irrelevancy of public policies, an annulment under the ICSID cannot be sought on the basis that the award is contrary to public policy.

In UNCITRAL arbitrations, the host state's domestic courts retain a significant amount of power and can refuse an enforcement application. In the context of ICSID arbitrations, however, the situation is fundamentally different. Every contracting state must recognise and enforce an ICSID award as binding, according to Article 53 of the ICSID rules. A final judgement of a court in that state has the same value as an ICSID award. As a result, the

request for ICSID Rules enforcement of an arbitral judgement cannot be denied. One of the most significant advantages of ICSID Arbitration is this.

CONFIDENTIALITY IN ARBITRATION

Although the Indian Arbitration Act included the idea of confidentiality, it only applied to conciliation processes.[16] With the addition of Section 42A to the Arbitration Act, this has become a reality[17] i.e., specific clause relating to the confidentiality of arbitral proceedings was introduced While the modification was important for the regulation of confidentiality, it has revealed various flaws in the enactment. The absence of third-party participation in arbitral processes is one of the primary complaints that has surfaced. Only the arbitral institution, the arbitrator(s), and the parties to the arbitration are bound by secrecy under Section 42A. It does not, however, specify anything about witnesses, stenographers, transcribers, and other persons who attend and/or participate in the arbitration processes and may come into contact with any confidential material, thus excluding them from its scope. This, in and of itself, illustrates the disparity. Furthermore, the legislation provides no guidance on how confidentiality in arbitration-related judicial procedures will be protected. This could pose a serious threat to privacy. More so, because the parties to arbitration may approach the court on a variety of times. In the case of a party merger, for example, [18] court-ordered interim remedy, [19] application or lawsuit in court to have the award overturned, [20]and so forth. Such uncertainty may entail a delay in the administration of justice, as well as a breach of secrecy. It is also worth noting that the enactment begins with a non-obstante clause that overrides any clauses that oppose it. This is likely to have a negative impact on the mandatory disclosure obligations that corporations and other entities must adhere to. Corporations, for example, have disclosure requirements to a variety of stakeholders who may be unfamiliar with the arbitration but have a legitimate interest in its progress and resolution. Similarly, a corporation must disclose important information in its board of directors' report and annual returns as a legal duty. [21] In such instances, the clause is likely to

[16] The Indian Arbitration and Conciliation (Amendment) Act, 2019, § 75, No. 33, Acts of Parliament, 2019 (India).
[17] The Indian Arbitration and Conciliation (Amendment) Act, 2019, No. 33, Acts of parliament (India) introduced by recommendations of the high-level committee that was chaired by Justice B. N. Srikrishna.
[18] The Indian Arbitration and Conciliation (Amendment) Act, 2019, § 8, No. 33, Acts of Parliament (India).
[19] The Indian Arbitration and Conciliation (Amendment) Act, 2019, § 9, No. 33, Acts of Parliament (India).
[20] The Indian Arbitration and Conciliation (Amendment) Act, 2019, § 8, No. 34, Acts of Parliament (India).
[21] Companies Act, 2013, § 134, No. 33, Acts of Parliament (India).

result in major conflicts of interest between pre-existing legislation as well. Section 42A must be applied in a balanced manner and in accordance with other laws already in effect. [22]

Furthermore, the enactment in question has limited itself to a single exception: disclosure. It should go without saying that the limited exemption given herein may clash with the need to disclose information relating to such arbitration procedures in the context of a petition for review of the arbitral award [23] or an application [24]or for interim measures or an appeal [25] disputing the tribunal's interim measures or asking for the arbitrator's ruling to be terminated, and so on. This might set the stage for a potential data compromise. Another important problem is that violation with Section 42A of the applicable statute has no repercussions, raising doubts about its effectiveness. To assure acquiescence, a clause allowing action against such non-compliance of the specific provision must be included. As a result, each jurisdiction's law governing secrecy in arbitration must adapt over time to meet the evolving interests of its citizens.

CASE STUDY OF THREATS TO CONFIDENTIALITY IN ARBITRATION

Case: Amazon – Future Group Arbitration Dispute

As the recent Amazon & Future Group arbitration dispute reaches a 'flashpoint,' concerns about confidentiality in future arbitration continue to plague us. The arbitration order was studied by some people despite a confidentiality arrangement between the parties banning the dissemination of the award. This episode calls into question the usefulness of secrecy in general, which is ostensibly guaranteed either as an implied in law requirement or by an arbitration contract between the parties involved.

While only a few jurisdictions assume and uphold an implied duty of confidentiality, judges, practitioners, and arbitrators around the world tend to agree that parties can at least negotiate for some level of confidentiality. However, because there is no legal duty for the parties to agree on confidentiality through a contract, they may desire more flexibility and urge that

[22] The Indian Arbitration and Conciliation (Amendment) Act 2019, No. 33, Acts of parliament (India).
[23] The Indian Arbitration and Conciliation (Amendment) Act, 2019, § 34, No. 33, Acts of Parliament (India).
[24] *Supra* Note 17
[25] The Indian Arbitration and Conciliation (Amendment) Act, 2019, § 14, No. 33, Acts of Parliament (India)

there be no confidentiality obligation at all.[26] Furthermore, while confidentiality is one of the most important components of arbitration, the parties sometimes take confidentiality for granted and do not expressly contract for it. Additionally, given the various exceptions to secrecy, it is almost impossible to construct an effective confidentiality agreement. Moreover, because arbitration clauses are typically inserted into commercial contracts before a disagreement arises,[27] parties may be apprehensive about negotiating components of potential dispute resolution concerns. To put it another way, parties "may not want to discuss the burial while discussing the conditions of the marriage.[28] This is one of the main reasons why arbitration clauses and confidentiality agreements are frequently poorly written.

The Amazon & Future Group arbitration case [29] has brought light to a number of issues relating to arbitration confidentiality that have previously gone unnoticed. The first issue is the presence of the arbitration process itself. The parties' secrecy clause prevents the parties from disclosing the existence of any dispute or arbitration between them. It could not, however, prevent the fact of the arbitration dispute from being made public. This raises the question of whether it is possible to conceal the fact of arbitration in practise. If this is the case, it begs the question of whether a party can reveal its participation in an arbitration with another identified or nameless party. Most importantly, it makes us wonder how this fits in with the duties that a party to an arbitration may be obligated to furnish information to its shareholders, the stock exchange, or financial institutions. The answers to these questions differ depending on the terms of the contract between the parties. To ensure the highest level of confidentiality, such contingencies that are likely to emerge should be thoroughly discussed by the parties ahead of time and contained in the arbitration contract to prevent any instances of disclosure. While it is virtually impossible to create the "ideal" arbitration agreement that guarantees complete confidentiality, an arbitration agreement can, in most situations, make or break confidentiality in the arbitral process.

Another point of contention in the Amazon & Future Group arbitration case is the duty of confidentiality that extends to the arbitral ruling. Once an arbitral judgement is made, it may be required to be reported to a court for enforcement, as well as to regulatory bodies and

[26] Nicholas Lingard & Smitha Menon, Confidentiality in International Arbitration: A Comparative Jurisdictional and Institutional Review, SINGAPORE ARBITRATION JOURNAL (2020).
[27] W. MICHAEL REISMAN ET AL., INTERNATIONAL COMMERL'L-L ARBITRATION: CASES, MATERIALS AND NOTES ON THE RESOLUTION OF INTERNATIONAL BUSINESS DISPUTES 151 (1997); Stephen R. Bond, How to draft an Arbitration Clause, J. INT'L ARB. 65 (1989).
[28] David Fraser, Confidentiality in Arbitration, Address in Paris (Oct. 13, 1998), http://www.bakerinfo.com/Publications/Documents/756_tx.htm
[29] Supra Note 1

maybe financial institutions for the party liable to pay damages. This makes it difficult to preserve the parties' agreed-upon level of confidentiality. Similarly, during or after the arbitration, problems about the disclosure of documents or information gathered during the arbitration may arise, for example, in subsequent arbitral or judicial actions. In addition, there will always be a tiny group of people who are aware of the honour. As a result, if the award is challenged in court, the crowd may expand, and the award may become public.[30]

Meanwhile, complicated multinational corporate transactions sometimes devolve into various lawsuits involving multiple parties, not all of whom are bound by the same arbitration clause. [31] It should be noted that while all parties may not be bound by the same arbitration agreement, the same circumstances may result in many arbitrations. The reason for this is that disputes between parties can develop in a variety of ways and with varying content. [32] A similar situation has been observed in the Amazon & Future group case, where Future Retail Limited has been dragged into the dispute despite not being a party to the agreement under initiating arbitration.

Let us now imagine that there has been a violation of confidentially. When a party breaches its duty of secrecy, monetary damages and injunctions against subsequent disclosures can be sought as a general rule. However, acquiring such a treatment is challenging from a practical standpoint. To be awarded damages for a breach of confidentiality, a Party must show that another party violated that duty.[33] It is difficult to trace the source of a disclosure until a party freely distributes confidential information, making it difficult for the disclosing party to prove the loss he experienced as a result of the breach. Although Amazon may allege that the arbitration order was released by Future Group, it is difficult to tell who is responsible for the breach without clear evidence.

According to the Queen Mary University International Arbitration Survey, nearly 33% of respondents preferred arbitration over litigation for compelling reasons such as confidentiality and privacy. [34] As a result, failing to provide confidentiality in arbitration results in fewer people participating in arbitration and acts as a deterrent to parties

[30] EMMANUEL GAILLARD AND JOHN SAVAGE, FOUCHARD GAILLARD GOLDMAN ON INTERNATIONAL COMMERCIAL ARBITRATION 188 (Kluwer Law International, 1999)
[31] Stewart R Shackleton, Global Warming: Milder Still in England: Part 2, 2(4) INT'L ARBS. L. REV. 117, 125 (1999).
[32] *Ibid*
[33] The Indian Arbitration and Conciliation (Amendment) Act, 2019, § 75, No. 33, Acts of Parliament (India).
[34] White & Case, International Arbitration Survey: Improvements and Innovations in International Arbitration (6 October 2015) www.arbitration.qmul.ac.uk/docs/164761.pdf.

participating in arbitration. Although complete confidentiality can never be achieved, efforts can be made to maintain the maximum level of confidentiality in arbitral proceedings in order to avoid any difficulty to parties in the case of a breach.

CONCLUSION AND SUGGESTIONS

The world's largest democracy is in the midst of a major crisis. It requires assistance from its constituents since it is run by and for the people. The country is in an unofficial state of emergency as a result of political pressures. It can only be fixed if all of the country's citizens band together, recognise the problem, and decide to fix it. In order to attract international investment, our economy requires a reliable method for settling disputes. As a result of the large number of cases waiting in our country's courts, parties today have a strong desire to resolve their conflicts through arbitration. In the previous 10 years, our country's arbitration regime has matured, and the need for arbitration has grown in tandem with the passage of time.

Following the Indian Judiciary's achievement of the intended results, the following measures can be taken to further resolve the situation.

1. According to data from a survey of criminal cases in the country, traffic and police challans accounted for 38.7% of institutions and 37.4% of all outstanding cases before the Subordinate Judicial Services in the last three years in the High Courts under consideration. Tribunals established in the country under Article 323 have always handled matters efficiently and quickly. A traffic tribunal can be established by the Legislature under the same provision, which will relieve the criminal cases to a large extent. [35]

2. Indian courts are open from 10 a.m. to 5 p.m. A solution to this might be that the courts can be held in two shifts: morning and afternoon. Morning shifts should be reserved for the oldest cases.

3. Internships are in high demand among law students across the country. When it comes to law, experience is the best teacher. Law students are looking for work, and the courts are always swamped with responsibilities. The courts might develop an internship programme and hire interns to assist in court decluttering and organisation.

[35] LAW COMMISSION OF INDIA (July, 2014), "Arrears and Backlog: Creating Additional Judicial (wo)manpower" Report No. 245, retrieved from https://lawcommissionofindia.nic.in/reports/report245.pdf