

# A Study of the Arbitration Law Regime in Pakistan

Pakistan

## An overview of the current legal framework that governs arbitration in Pakistan

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## 1. **ABSTRACT**

The arbitration law pertaining to domestic arbitration in Pakistan is now very well settled with consistent sanction from the superior courts in the last six decades. Following the ratification of the New York Convention in 2006, international arbitration has been codified in a way that not only provides certainty to the process but also enables international investors to find themselves in a familiar arbitral jurisdiction. The article also briefly discusses legislative developments with respect to the legal framework of commercial arbitration and canvasses some of the landmark cases reported in various law journals in Pakistan.

## 2. **ABBREVIATIONS**

**ADR:** Alternative dispute resolution

**AIR:** All India Reporter

**CLC:** Civil Law Cases

**CLD:** Corporate Law Decisions

**MLD:** Monthly Law Digest

**NLR:** National Law Reporter

**PLD:** All Pakistan Legal Decisions

**SCMR:** Supreme Court Monthly Review

**YLR:** Yearly Law Reporter

## 3. **INTRODUCTION**

Alternative dispute resolution ("ADR") has gone through its lows and highs in the legal history of Pakistan. By far the most common amongst the various alternative dispute resolution mechanisms in Pakistan is arbitration. While there are different reasons for choosing arbitration over the other ADR mechanisms, such as mediation or conciliation, the striking reason for such choice appears to be the applicable laws of Pakistan. The laws of Pakistan are by now very well settled in respect of arbitration, including aspects such as the conduct of arbitration, appointment of arbitrators, powers of arbitrators, contents of an award and enforcement of such awards. Therefore, the clarity of the procedures enables the parties to confidently choose arbitration in appropriate cases. Whereas mediation and conciliation do find mention in Pakistan laws, as an option to be used by parties to disputes, lack of detailed procedures (prior to, during or after the chosen ADR option) is the primary obstacle in attracting parties to consider these two mechanisms. As for negotiation, another ADR mechanism, it does not really find mention in the laws altogether.

## 4. **CURRENT LEGAL FRAMEWORK FOR ARBITRATION**

4.1 There are currently two main pieces of legislation dealing with arbitration in Pakistan: The Arbitration Act, 1940 ("Arbitration Act") and the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Act, 2011 ("Foreign Awards Act").

4.2 Although the Arbitration Act is a very old act begging for modernity and alignment with other fast paced international jurisdictions, it still serves as a clear and well settled piece of legislation with consistent chain of

judicial precedents backing the interpretational aspects shouldering the changing times particularly in trade and commercial matters. The Act provides for arbitration with the intervention of the court and arbitration without the intervention of the court. The main difference between these two types of arbitration pertains to whether or not both parties to a dispute are willing to resort to arbitration. Arbitration without the intervention of the court takes place where both parties are willing to resort to arbitration without seeking the court to appoint arbitrator(s). Arbitration with the intervention of the court occurs where one party is willing and the other is not so as to enable the willing party to ensure adherence to the pre-agreed arbitration by the unwilling party.

4.3 The Foreign Awards Act is simply a ratification of the New York Convention, 1958 providing that foreign judgments and awards by or between the nationals of contracting states are to be enforced without questioning the validity of the same except on the grounds explicitly provided for in the Convention.

## **5. THE ARBITRATION ACT**

5.1 The foundation of arbitration under the Arbitration Act is a pre-agreed arbitration agreement. An arbitration agreement is defined as "a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not". As such, a determinative written agreement is required to refer the "present or future" differences to arbitration. On bare perusal of the Arbitration Act, and in conformance with the interpretations available from case law on the subject matter, it appears that the following contentions are to be met before invoking the arbitration clause by any party to an agreement:

5.1.1 there must be an agreement containing a clear arbitration clause between the parties, free of uncertainty;

5.1.2 legal proceedings must have been commenced by one of the parties to the agreement against the other person who is also a party to the agreement;

5.1.3 legal proceedings are in respect of a matter agreed to be referred to arbitration;

5.1.4 the party to such legal proceedings, who is also a party to the arbitration agreement, before filing the written statement or taking any other step in the proceedings, has an option to seek stay of the legal proceedings;

5.1.5 the petitioner was ready and willing to do all things necessary for the proper conduct of the arbitration; and

5.1.6 the Court, if satisfied that there is no sufficient reason why the matter should not be referred to the arbitration, may stay the proceedings and direct the dispute to be referred to the arbitration.

5.2 Since the arbitration agreement is essentially recognized as an agreement, albeit a special one, all the generally applicable international principles of contract law are applicable thereto. For example, the person making the arbitration agreement must have the legal capacity to enter into the agreement, the consideration or object of the agreement must not be illegal etc.

5.3 The Arbitration Act provides that unless a different intention is expressed therein, certain provisions "shall" be implied into the arbitration agreement. These implied provisions are:

5.3.1 unless otherwise expressly provided, the reference shall be to a sole arbitrator;

- 5.3.2 if the reference is to an even number of arbitrators, the arbitrators shall appoint an umpire not later than one month from the latest date of their respective appointments;
- 5.3.3 the arbitrators shall make their award within four months after entering the reference or after having been called upon to act by notice in writing from any party to the arbitration agreement or within such extended time as the court may allow;
- 5.3.4 if the arbitrators have allowed their time to expire without making an award or have delivered to any party to the arbitration agreement or to the umpire a notice in writing stating that they cannot agree, the umpire shall forthwith enter on the reference in lieu of the arbitrators;
- 5.3.5 the umpire shall make his award within two months of entering on the reference or within such extended time as the court may allow;
- 5.3.6 the parties to the reference shall, subject to law, submit all the evidence and do all other things which the arbitrators or the umpire may require;
- 5.3.7 the award shall be final and binding on the parties and persons claiming under them respectively; and
- 5.3.8 the cost of the reference, including legal fees, and award shall be at the discretion of the arbitrators or the umpire.

5.4 The Arbitration Act expressly grants preference to arbitration agreement concluded between the parties where the dispute in issue befalls within its ambit over the general laws relating to litigation. The Arbitration Act provides the court discretion to stay a suit filed in respect of a dispute covered by an arbitration agreement, by setting out as follows:

- 5.4.1 "Where any party to an arbitration agreement or any person claiming under him commences any legal proceedings against any other party to the agreement or any person claiming under him in respect of any matter agreed to be referred, any party to such legal proceedings may, at any time before filing a written statement or taking any other steps in the proceedings, apply to the judicial authority before which the proceedings are pending to stay the proceedings; and if satisfied that there is no sufficient reason why the matter should not be referred in accordance with the arbitration agreement and that the applicant was at the time when the proceedings were commenced, and still remains, ready and willing to do all things necessary to the proper conduct of the arbitration, such authority may make an order staying the proceedings."
- 5.4.2 With regard to Section 34 of the Arbitration Act, it was held that "...if in a contract there is provision of resolution of dispute between the parties by way of arbitration and parties have agreed to such forum, then such forum is to be resorted to and given preference over filing of suit."

5.5 Without going into the details of each specific provision of the Arbitration Act, suffice here to state that the Arbitration Act is a code within itself and provides for all matters pertaining to arbitration under Pakistan law giving significant flexibility to the parties to decide all the pertinent issues related thereto. The parties are free to choose the applicable rules of procedure to be followed by the arbitrator for the conduct of the arbitration, rules for taking the evidence, time for furnishing the final award, interim award(s), selection of arbitrator(s) and all other flexibilities that any two domestic or international parties may require to have arbitration conducted as per their mutual desires. Furthermore, there is no legal prohibition in lumping together several disputes,

arising out of a single contract, and referring them collectively to one arbitral tribunal. However, it is not mandatory that all the disputes arising from a single contract necessarily be referred to the same arbitrators. Therefore, it is at the discretion of the parties to decide whether they prefer to consolidate their disputes into a single reference; or make separate references of individual disputes to one arbitrator; or refer different disputes arising from the same contract to different arbitrators. Wherever the Arbitration Act is silent, the same has been held to be at the option of the parties provided it does not contradict any express provision of the laws of Pakistan.

- 5.6 Unlike many other jurisdictions, the power to grant interim relief is still with the court and the arbitrator cannot grant an interim order. This is in practice achieved by making an application before the relevant court for initiation of the arbitral proceedings and seeking the interim order to continue until the issuance of the award. Having said that, the parties to arbitration are very much entitled to and the arbitrator is empowered to issue interim award(s) prior to the final arbitral award.
- 5.7 An arbitral award, once made, is required to be signed by the arbitrator and, upon notice of the award by the arbitrator, the parties are bound by the same. Arbitrators derive their power from the original agreement or terms of reference which normally describes the extent of authority exercisable by them. An award by arbitrators should necessarily be in conformity with the arbitral tribunal's terms of reference, both in substance and spirit. The award would lose its legal sanction in case where, on admitted facts or on proof of circumstances, it is established that arbitrators stepped over their authority or terms of reference.
- 5.8 If either party wishes to initiate enforcement of award proceedings, it may request the arbitrator to file the award (along with depositions and documents which may have been taken and provided before the arbitrator) with the court. Upon filing of the award, the court issues notices to the parties seeking any objections thereto. Upon receipt of all the objections or no objections, the court may proceed to remit, modify, correct or issue its judgment/decreed in terms of the award. Once the decree is issued by the court, the same is enforced like any other decree of the Pakistani court of law.
- 5.9 As mentioned above, the Arbitration Act, although a largely unambiguous piece of legislation, has been afforded further clarity owing to the coherent chain of judicial precedents backing the interpretational aspects. The plethora of case law on the Arbitration Act has further ensured the relevance of the Arbitration Act in the midst of fast changing times. A list of the case law on the Arbitration Act, stipulating cases from 2010-2014, is provided in the Annex to illustrate the undeniable significance of arbitration in Pakistan.
- 5.10 Although it is not possible to cover all the various subjects stemming from arbitration in this article, below we explain some specific aspects of arbitration in Pakistan:
- 5.10.1 There is no legal prohibition in lumping together multiple disputes arising from a single contract and referring them collectively to one arbitrator. This is evident from the following extracts taken from judgments of Superior Courts:
- (a) Merely because the parties to a contract have referred more than one disputes to the arbitration, the same is not bar or restriction that the decision by arbitrator on one dispute be dependent upon the other i.e. each of the disputes referred by the same parties under a same contract is capable of being decided independent of the other disputes.
  - (b) Once an award has been made, a party cannot be permitted to raise more disputes which he could and ought to have raised earlier. Where, however, an award has not been made; it is

open to a claimant to ask for more disputes to be referred to arbitration, provided that arbitration is not yet over.

5.10.2 With regard to limitations applicable to arbitration matters, Section 37(1) of the Arbitration Act provides:

“All the provisions of the Limitations Act, 1908 shall apply to arbitral proceedings as they apply to proceedings in the court.”

5.10.3 Furthermore, Section 37(4) of the Arbitration Act provides:

(a) “Where the terms of an agreement to refer future differences to arbitration provides that any claims to which the agreement applies shall be barred unless notice to appoint an arbitrator is given or an arbitrator is appointed or some other step to commence arbitration proceedings is taken within a time fixed by the agreement, and a difference arises to which the agreement applies, the court, if it is of the opinion that in the circumstances of the case undue hardship would otherwise be caused, and notwithstanding that the time so fixed has expired may on such terms, if any, as the justice of the case may require, extend the time for such period as it thinks proper.”

(b) This subsection is intended to relieve a party from the hardship of any time limit placed by the agreement within which arbitration proceedings are to be commenced. The law of limitations is provided by statute and the parties to a dispute cannot lay down their own law about limitation although such a contract has been held to be valid. In other words, just because a different limitation period has been provided by the parties to the arbitration agreement, the agreement itself need not be held invalid but only the clause providing substituted limitation period will not be implemented. Where therefore an arbitration agreement provides that a claim shall be barred unless it is referred to arbitration within a certain time, the court is empowered under the subsection to interfere, if it is of the view that in the circumstances of the case undue hardship would otherwise be caused to a party. The power given to the court may be exercised either before or after the time limit placed by the agreement has expired. The court may extend the time for such a period and make the order subject to such terms as it thinks proper. The court can only extend the time under this section but it cannot completely do away with the time limit.

(c) Whether the claims were made within time or not it is for the arbitrator to see and a counter party to the claimant cannot refuse to appoint an arbitrator on the grounds that since the claims were time barred the government was no longer liable, also whether a claim was false and fraudulent it is for the arbitrator to see and cannot be a ground for rejecting application under section 37(4)19.

5.10.4 An arbitral award can be set aside by the court only on the ground(s), provided in Section 30 of the Arbitration Act, that an arbitrator or umpire has misconducted himself or the proceedings; and/or an award has been made after the issuance of an order by the court superseding the arbitration or after the arbitration provides have become invalid because the award has already been rendered or the time for issuance of the award has expired because of pendency of legal proceedings in respect of the whole of the subject matter of the arbitration; and/or an award has been improperly procured or is otherwise invalid.

5.10.5 The ground of misconduct by the arbitrator or the misconduct of arbitration proceedings requires an entire thesis altogether. As such, a party to arbitration can, during the arbitration proceedings or after the award is rendered, raise any objection before the court having jurisdiction in the matter to have it redressed if in its view either the arbitrator has misconducted himself/herself or misconducted the arbitration proceedings.

## **6. FOREIGN AWARDS ACT**

6.1 Pakistan is a signatory to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 ("Convention") and after a long time the Convention has been made part of the domestic laws of Pakistan whereby foreign arbitral agreements and awards are now, since 15 July 2011, enforceable without any questions asked except for rejecting the same on the grounds set forth in the Convention.

6.2 As per the Foreign Awards Act, a party to a foreign arbitration agreement against whom legal proceedings have been brought in respect of a matter which is covered by the arbitration agreement may, upon notice to the other party to the proceedings, apply to the court in which the proceedings have been brought to stay the proceedings in so far as they concern that matter. On such application being made, the court shall refer the parties to arbitration as per the foreign arbitration agreement unless the court finds that the arbitration agreement was null and void, inoperative or incapable of being performed in accordance with the Convention.

6.3 The above provision is a mammoth change of law in Pakistan whereby, prior to the Foreign Awards Act, the court before which legal proceedings were brought against a party to an (foreign) arbitration agreement had absolute discretion whether to stay the proceedings before it or refuse it in toto. All the grounds like forum non conveniens (most commonly used ground for refusal to stay legal proceedings in foreign arbitration agreements by domestic courts) have been set at naught and there does not appear to remain any domestic impediment in Pakistan to the enforcement of foreign arbitration agreements. In this regard, a very compelling principle has been upheld in a judgment vide a separate note recorded by Mr. Justice Ajmal Mian (the "Note"), which states that:

"I may observe that while dealing with an application under section 34 of the Arbitration Act in relation to a foreign arbitration clause like the one at issue, the Court's approach should be dynamic and it should bear in mind that unless there are some compelling reasons, such an arbitration clause should be honoured as generally the other party to such an arbitration clause is a foreign party. With the development and growth of international trade and commerce and due to modernization of communication/transport systems in the world, the contracts containing such an arbitration clause are very common nowadays. The bargain, that follows from the sanctity which the Court attaches to contracts, must be applied with more vigour to a contract containing a foreign arbitration clause. We should not overlook the fact that any breach of a term of such a contract to which a foreign company or person is a party, will tarnish the image of Pakistan in the comity of nations. A ground which could be a contemplation of party at the time of entering into the contract as a prudent man of business cannot furnish basis for refusal to stay the suit under section 34 of the Act. So the ground like, that it would be difficult to carry the voluminous evidence or numerous witnesses to a foreign country for arbitration proceedings or that it would be too expensive or that the subject-matter of the contract is in Pakistan or that the breach of the contract has taken place in Pakistan in my view cannot be a sound ground for refusal to stay a suit filed in Pakistan in breach of a foreign arbitration clause contained in contract of the nature referred to hereinabove. In order to deprive a foreign party to have arbitration in a foreign country in the manner provided for in the contract, the Court should come to the conclusion that the enforcement of such an arbitration clause would be unconscionable or would amount to forcing the Plaintiff to honour a different contract, which was not

in contemplation of the parties and which could not have been in their contemplation as a prudent man of business." (emphasis added)

6.4 In another judgment by reference to the note, it was maintained that:

"...a party having entered into an agreement after having full knowledge of its consequences cannot be allowed to defeat the arbitration clause."

6.5 Moreover, while observing the principal laid down in the Note, a view was maintained in another judgment, which is "...arguments regarding public policy and expensiveness of the arbitration taking place in London as ground for stay of suit are no longer tenable in light of the observations of the Supreme Court of Pakistan in the Hitachi case...There is no doubt some expense is involved in litigation but that is true anywhere in the world. In the present suit, the plaintiff has filed a suit for more than USD 1 m, and it is reasonable to expect to incur some expenses in the event of a dispute. Further, there is no restriction imposed by the State Bank of Pakistan on remittance of foreign exchange for any lawful purpose at any time and with the availability of modern devices such as teleconferencing facilities, evidence may be recorded easily anywhere in the World under the supervision of the arbitral body." Accordingly, the suit was stayed in this case.

6.6 Similarly, the foreign arbitral awards as per the Foreign Awards Act will be recognized and enforced in the same manner as a judgment or order of a court in Pakistan. The recognition and enforcement of foreign arbitral awards, now, cannot be refused except in accordance with the Convention.

6.7 While closing the subject of foreign arbitration agreements and awards, suffice here to state that the arbitration agreements and awards between Pakistani parties and foreign parties domiciled or incorporated in non-contracting states may be able to take advantage of the Arbitration Act and seek recognition and enforcement thereunder as if the same was a domestic arbitration agreement and award.

6.8 In the Annex to this article, we provide a list of the case law concerning the Foreign Awards Act, which pertains only to the year 2014.

## **7. CONCLUSION**

7.1 While Pakistan has been unable to attract more informal means of alternative dispute resolution like mediation and resultantly not a lot of legislation has been prescribed therefor, it has made up more than enough by liberating arbitration as a true and satisfactory alternative to litigation. The laws, the practice and the sanction by the legislature, judicature and regulators are consistently championing arbitration, domestic as well as international, to promote investor confidence in Pakistani legal system.

7.2 The process for domestic arbitration is very much based on the more recognized common law jurisdiction albeit needing some modernity in the codified Arbitration Act but the gap is being filled in by the superior courts through their precedents which are binding. International arbitration framework, Foreign Awards Act, is already in line with the most commonly followed process. In a nutshell, the certainty of the procedure free from fetters of litigation is key to the current legal framework that governs arbitration in Pakistan.



## Schedule 1: Bibliography

1. Arbitration Act, 1940
2. Arbitration Agreements and Foreign Arbitral Awards Act, 2011
3. Contract Act, 1872
4. Echardt & Co. vs. Muhammad Hanif [PLD 1993 SC 42
5. Messrs. Tradesmen International (Pvt.) Ltd. through Chief Executive vs. Federation of Pakistan through Secretary Ministry of Food Agriculture and Livestock and others [2005 MLD 541
6. Messrs. Gulf Industries vs. Messrs. Hebei (CMEC) Machinery and Equipment Incorporated, China [2001 CLC 871
7. Messrs. Manzoor Textile Mills Limited vs. Nichimen Corporation [2000 MLD 641
8. Metropolitan Steel Corporation Ltd. vs. Macsteel International U.K. Ltd. [PLD 2006 Karachi 664
9. NLR 1990 Supreme Court J 70
10. United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958

## Schedule 2: Case Law

### Part 1 : Case Law on the Arbitration Act

2010

2010	MLD	561	KARACHI HIGH COURT-SINDH
2010	PLD	390	KARACHI-HIGH-COURT-SINDH
2010	YLR	611	KARACHI-HIGH-COURT-SINDH
2010	CLC	258	LAHORE HIGH COURT LAHORE
2010	MLD	421	LAHORE HIGH COURT LAHORE
2010	CLC	1018	LAHORE HIGH COURT LAHORE
2010	PLD	443	LAHORE HIGH COURT LAHORE

2011

2011	SCMR	243	SUPREME-COURT
2011	SCMR	1361	SUPREME-COURT
2011	PLD	43	ISLAMABAD
2011	YLR	2413	KARACHI-HIGH-COURT-SINDH
2011	MLD	502	KARACHI-HIGH-COURT-SINDH
2011	CLC	863	LAHORE-HIGH-COURT-LAHORE
2011	PLD	458	LAHORE-HIGH-COURT-LAHORE
2011	CLC	841	LAHORE-HIGH-COURT-LAHORE

2012

2012	SCMR	1606	SUPREME-COURT
2012	SCMR	402	SUPREME-COURT
2012	PLD	21	ISLAMABAD
2012	CLD	464	PESHAWAR-HIGH-COURT
2012	CLD	796	KARACHI-HIGH-COURT-SINDH
2012	PLD	114	KARACHI-HIGH-COURT-SINDH
2012	MLD	95	LAHORE-HIGH-COURT-LAHORE
2012	CLD	1380	LAHORE-HIGH-COURT-LAHORE

2013

2013	PLD	641	SUPREME-COURT
2013	MLD	1083	QUETTA-HIGH-COURT-BALUCHISTAN
2013	CLC	108	ISLAMABAD
2013	CLC	767	KARACHI-HIGH-COURT-SINDH
2013	PLD	254	KARACHI-HIGH-COURT-SINDH
2013	CLC	1028	PESHAWAR-HIGH-COURT
2013	CLC	820	LAHORE-HIGH-COURT-LAHORE
2013	CLD	1518	LAHORE-HIGH-COURT-LAHORE

2014

2014	CLD	824	SUPREME-COURT
2014	PLD	494	SUPREME-COURT
2014	SCMR	1268	SUPREME-COURT
2014	CLC	238	LAHORE-HIGH-COURT-LAHORE
2014	MLD	1100	LAHORE-HIGH-COURT-LAHORE
2014	PLD	179	LAHORE-HIGH-COURT-LAHORE
2014	MLD	1795	KARACHI-HIGH-COURT-SINDH
2014	CLC	1519	KARACHI-HIGH-COURT-SINDH

**Part 2 : Case law the Foreign Awards Act**

2014	CLD	337	KARACHI-HIGH-COURT-SINDH
2014	PLD	427	KARACHI-HIGH-COURT-SINDH
2014	PLD	349	KARACHI-HIGH-COURT-SINDH

### Schedule 3: End notes

- i. Pakistan is a dualistic jurisdiction requiring ratification of international agreements/treaties to be incorporated into domestic laws to be applicable in Pakistan.
- ii. United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958
- iii. Section 2(a) of the Arbitration Act
- iv. An uncertain agreement is void under Section 29 of the Contract Act, 1872.
- v. Section 34 of the Arbitration Act
- vi. Messrs. Tradesmen International (Pvt.) Ltd. through Chief Executive vs. Federation of Pakistan through Secretary Ministry of Food Agriculture and Livestock and others [2005 MLD 541] and Messrs. Gulf Industries vs. Messrs. Hebei (CMEC) Machinery and Equipment Incorporated, China [2001 CLC 871]
- vii. Arbitration agreement is an exception to the rule against agreement in restraint of legal proceeding being void, under Section 28 of the Contract Act.
- viii. Section 3 of the Arbitration Act
- ix. Section 34 of the Arbitration Act
- x. M/s. Uzin Export and Import Enterprises for Foreign Trade vs. M/s. M. Iftikhar & Company Limited [SCMR 1993, 866]
- xi. PLJ 1981 Sind High Court (Karachi Bench) 602
- xii. PLJ 1987 Supreme Court of Pakistan 596
- xiii. AIR 1985 Delhi High Court 358
- xiv. The court which would otherwise have the jurisdiction had the matter gone to court instead of arbitration (Section 2(c) Arbitration Act).
- xv. NLR 1990 Supreme Court J 70
- xvi. PLJ 1987 Supreme Court of Pakistan 596
- xvii. All India Reports 1985 Delhi High Court 134; 1984 Rajdhani High Court LR 693; AIR 1985 Gujrat High Court 42
- xviii. Ram Lal Jagan Nath vs. Punjab State AIR 1966 Punj 436: Pun LR 522:ILR (1966) 2 Pun 428 (FB).
- xix. An umpire is selected if each party, as per the arbitration agreement, is required to nominate its own arbitrator and the matter is referred to the umpire if there is an even split between the two arbitrators.
- xx. Any foreign awards rendered prior to the entry into force of the Foreign Awards Act shall be enforceable under the Arbitration (Protocol and Convention) Act, 1937 as per Section 10 of the Foreign Awards Act.
- xxi. Section 4 of the Foreign Awards Act
- xxii. Echardt & Co. vs. Muhammad Hanif [PLD 1993 SC 42]
- xxiii. Messrs Manzoor Textile Mills Limited vs. Nichimen Corporation [2000 MLD 641]
- xxiv. Metropolitan Steel Corporation Ltd. vs. Macsteel International U.K. Ltd. [PLD 2006 Karachi 664]
- xxv. Section 6 of the Foreign Awards Act
- xxvi. Not signatory to the New York Convention, 1958