

SUPREMO AMICUS

INDIA'S FIRST AI INTEGRATED LAW JOURNAL

Peer Reviewed, Refereed and Open access Journal

- Available in 331+ International Libraries
- Indexed at 32 Databases



ISSN NO. 2456-9704
Volume 10 Issue 2
www.supremoamicus.org



DISCLAIMER

The information presented in this article is intended for general informational and educational purposes only. While every effort has been made to ensure that the content is accurate, up-to-date, and reliable at the time of publication, the editorial board and publisher make no representations or warranties of any kind, express or implied, regarding the completeness, accuracy, reliability, suitability, or availability of the information contained herein.

The views and opinions expressed in this article are those of the author and are based on personal research, experience, and interpretation. They do not necessarily reflect the official policy, position, or opinions of any affiliated organization, institution, or entity.

This article is not intended to serve as professional advice of any kind. The editorial board and publisher shall not be held liable for any errors or omissions in the content, nor for any losses, injuries, or damages arising from the use of or reliance on this information.



ABOUT THE JOURNAL

Supremo Amicus is an online, peer-reviewed international journal devoted to the interdisciplinary fields of law and science. In an era marked by rapid technological progress and evolving legal frameworks, the journal seeks to bridge the gap between these two dynamic domains by offering comprehensive and critical insights into their various aspects. The journal places a strong emphasis on contemporary advancements, emerging trends, and the complex challenges faced by both the legal community.

The primary objective of the journal is to encourage and promote original, high-quality research. It is committed to publishing well-researched, analytically sound, and thought-provoking articles that adhere to rigorous academic standards. Each submission undergoes a thorough peer-review process to ensure authenticity, relevance, and scholarly integrity. In doing so, the journal maintains its commitment to excellence and credibility.

In addition to fostering research, the journal aims to make complex ideas accessible and engaging for a diverse readership. It strives to present content that is not only intellectually enriching but also clearly written and reader friendly.

Furthermore, the journal is committed to promoting interdisciplinary collaboration and global engagement. It welcomes diverse perspectives from contributors across different regions and backgrounds, thereby enriching the quality and scope of discussions presented within its pages.

With this vision we proudly present Supremo Amicus to our readers.

**-Editorial Team
Supremo Amicus**



CUTTING THE GORDIAN KNOT: WHEN THE TRAJECTORY TENDS TO BEND

By Sahil Yadav

From National Law Institute University, Bhopal

ABSTRACT

The scope of arbitration is now embedded with a lot of upcoming changes in it, with new trends and transformations. This research paper aims to not only assess some recent changes and proposed innovations but also a few implication-based questions like whether automated bots can replace humans as arbitrators or not, whether arbitration has the chance of losing its significance in comparison with other methods, whether virtual modes are leading to issues or not, how is the role of arbitrators changing, how is arbitration helping in cybercrimes, how can Government of India ensure such developments without compromise in Justice-serving etc.

It will compare the elements down the trajectory of past changes in arbitration and analyse the exact need for regulation. Certain developments are also based on post Covid-19 trends. Main research questions that this paper plans to find answers of, are that whether electronic evolution can be used to draft or facilitate arbitration agreements, procedures, and concepts or not, what does the law states regarding this, how does the Amendment bill of 2024 to the main act causes changes, gives opportunities of ultra-innovation strategies, and poses potential threats while involving technology and artificial intelligence, how is personal data at risk with such innovations.

Keywords: Arbitration, Justice, Transformation, Comparison, Proposed Innovations, Automated Machinery, Competence, Virtual, Roles, Cybercrimes,

Covid-19 Trends, Amendment, Potential Threats, Ultra-Innovation Strategies, Personal Data, Electronic.

I. INTRODUCTION

As far back as biblical references, Arbitration has sustained as a continued practice in the whole world. King Solomon resolved a conflict between two women who were fighting over a baby boy. The king suggested cutting the baby into two pieces and share, and then came a cry from the real and true mother that she could not see her baby in pieces, so it would be that the baby be given to the other woman. This implied to the king that she was the real mother of the baby.¹ The king finally gave the baby to the true mother, and justice was served. This was one of the famous historical resemblances to the art of arbitration.

Comparing this reference to the current types of arbitration will help us to understand the past developments that were made in the field of arbitration. While India recognised arbitration as a formal method in 1899 for the first time, other countries have used these terminologies and concepts formally since the 18th century. The Jay Treaty of 1794², which was signed between Great Britain and the USA, was one such instance.

Changes are not only limited to the past but also proposed for the future. A few changes which are highly demanded currently are for elevating the form of Institutional Arbitration, introducing emergency arbitration, reducing the interference caused by courts, and ensuring time-friendly conclusion of sessions. Even the amendment bill of 2024 included these key changes.

A question that would arise in someone's mind is why these changes are demanded. Are they important to be dealt with? The answer should depend on the root

¹ Sam Ventola, 'Profiles in Dispute Resolution – King Solomon', (Ventola Mediation, 10 June, 2018), <<https://ventolamediation.com/2018/06/10/profiles-in-dispute-resolution-king-solomon/>> accessed 23-07-2026.

² 'The origins of arbitration', History, International Court of Justice, <<https://www.icj-cij.org/history#:~:text=The%20modern%20history%20of%20international,possible%20to%20resolve%20by%20negotiation.>> accessed 21-07-2026.



cause of that urge for change and the circumstances of current scenarios. If people, who are the sole subject for whom this service is started, face issues, then by no means can it be denied that considering the changes is essential. Certain perceived issues, or demanded changes, like whether arbitrators should be replaced by automated bots or not, whether drafting should be done with the help of AI or not, the status of law on these aspects, etc are discussed in an elaborated form later in this paper. Until the impacts, both social and legal, of these changes are assessed deeply and carefully, the current system in India cannot be integrated with such changes with the help of law, as law requires reasoning and reasoning often gets lost or unidentified in AI's responses today. This research paper is divided into two main themes, which are the observations on non-technological changes and critical analysis of technological or AI-related changes.

II. OBSERVATIONS ON REGULAR OR NON-TECHNOLOGICAL CHANGES

A. Actual Problems observed

a. Arbitration in Race with Mediation and ODR

Arbitration faces increasing competition from litigation, mediation, and Online Dispute Resolution (ODR). Mediation, supported by the Singapore Convention on Mediation 2019, offers enforceable settlements without formal proceedings, making it attractive for commercial disputes.³ ODR platforms like those used by Amazon and eBay resolve disputes efficiently, bypassing arbitration entirely.⁴ These developments suggest arbitration risks losing its significance if it fails to modernise and address these

emerging challenges. Unregulated arbitration risks becoming outdated, as parties may opt for alternatives like mediation under the Singapore Convention (2019) for faster, legally recognised settlements.⁵

However, arbitration remains crucial due to its confidentiality, enforceability, and adaptability. The New York Convention 1958 ensures global recognition of arbitral awards, an advantage over mediation settlements.⁶ If arbitration evolves with technological advancements and regulatory frameworks, it can retain its relevance in international dispute resolution. Yet, technological advancements cannot be overlooked in a light manner. This cautionary aspect is discussed later in this paper.

b. Lack of Expert Arbitrators

Promoting expert arbitrators and capacity building is crucial for maintaining fair arbitration. A key challenge, as identified in surveys, is the lack of experienced arbitrators.⁷ The government can establish specialised training programs under institutions like the Indian Council of Arbitration (ICA) to improve expertise.⁸ Post-COVID, the lack of expert arbitrators has emerged as a significant issue, affecting the efficiency and credibility of arbitration. A survey found that 29% of respondents identified the shortage of skilled arbitrators as a major drawback, highlighting concerns over impartiality and decision-making quality.⁹ The pandemic accelerated the shift to virtual arbitration, requiring arbitrators to be technologically proficient, yet many lack the necessary expertise. Without skilled arbitrators, the arbitration process risks delays, procedural errors, and inconsistent rulings.

³ United Nations Convention on International Settlement Agreements Resulting from Mediation (adopted 20 December 2018, entered into force 12 September 2020) UNTS 56342 (Singapore Convention).

⁴ Amy Schmitz, 'Online Dispute Resolution for Smart Contracts' (2020) 6(1) International Journal of Online Dispute Resolution 91.

⁵ United Nations Convention on International Settlement Agreements Resulting from Mediation (adopted 20 December 2018, entered into force 12

September 2020) UNTS 56342 (Singapore Convention).

⁶ Convention on the Recognition and Enforcement of Foreign Arbitral Awards (adopted 10 June 1958, entered into force 7 June 1959) 330 UNTS 38.

⁷ The Abstract.

⁸ Indian Council of Arbitration (ICA), 'Training Programme on International Commercial Arbitration' (ICA, 2023).

⁹ The abstract



B. Productive and Guiding Solutions needed to solve these Problems

The Government of India can ensure arbitration's development without compromising justice by strengthening legal frameworks. The Arbitration and Conciliation (Amendment) Act 2021 introduced safeguards against fraudulent arbitration awards, ensuring that justice prevails while promoting efficiency.¹⁰ Further, the government must enforce judicial oversight with minimal interference, ensuring arbitration remains autonomous yet accountable.

It is important to recognise the actual problems that exist in arbitrators. We can classify four important features of expert arbitrators as strong legal knowledge, analytical abilities, complex problem-solving skills, and greater experience; one or the other feature is missing in today's arbitrators. The Arbitration and Conciliation (Amendment) Act 2021 should be supplemented with mandatory training and certification for arbitrators.¹¹ Another blurring of line which happens is between experience and domain experience. Placing a divorce-expert arbitrator in a proceeding related to an energy project dispute will cause an issue. There is no minimum specific age required to be an arbitrator. This may cause young professionals to adjudicate matters without much experience. A proposed solution is to mandate at least two years of experience as an assistant arbitrator for those who want to become arbitrators at a tender age. To cope with the race, establishing clear ethical codes, expert training programs, and institutional frameworks ensures arbitration remains a trusted mechanism.

III. DELIBERATIONS ON TECHNOLOGICAL CHANGES IN THE FIELD OF ARBITRATION WITH SPECIAL FOCUS ON AI-INTEGRATION

A. AI Bots as Arbitrators

For now, it is clearly stated by law that arbitrators can be chosen freely by the parties, or to whom the parties agree, or may be appointed by Indian Courts, or by some arbitration institution, or service.¹² Nowhere in law has it ever been recognised or mentioned any intervention by artificially-generated intelligent mediums or instruments as the role of an arbitrator. Even the amendment of 2021 is silent on the same. This is because there have been no official confirmations, and public tests by any recognised body which might imbibe the use of technology, specifically Artificial Intelligence. Mere sending, receiving, drafting of submissions, notices, issues, awards through MS Office, WhatsApp, Gmail, etc. are not the use of technology, as AI is a completely separate field under the field of technology which has widened recently.

Let us proceed with understanding the impacts of replacing human arbitrators with AI bots, to reach some stage of understanding. Let's consider the scenario wherein AI bots replace the role of an arbitrator. The questions that arise are that what will happen if AI includes biases as set by its creators while designing it, or what will happen when AI malfunctions or stops in between the process, and there is no one to handle from behind, to what extent will AI be held liable of giving wrong awards, who will be held accountable for the fault of AI, how will the parties understand the reasoning behind the award given. Many responses generated by AI may contain weak reasoning, bleak highlighted answers, and mismatched theorems.

While there are pros to such replacement, such as bots having the capacity to generate solutions and procedural formalities quickly as compared to

¹⁰ The Arbitration and Conciliation (Amendment) Act 2021 (India).

¹¹ Ibid.

¹² Section 11, Arbitration and Conciliation Act 1996, <<https://www.indiacode.nic.in/bitstream/123456789/1978/3/a1996-26.pdf>> accessed 24-07-2026.



humans, there are major inconsistencies as to the level of accuracy or suitability to interests which are compiled in the result, given the speedy accumulation of those ideas and conclusions.

As we know, arbitrations involve unconventional solutions every time, given there is no such strict rule of application of precedents; AI will be free to generate new types of ideas and creative demands in the award, and the inability to question the ultimate award, as such new non-conventional awards might contradict laws, incur losses to parties, or may hinder interests of the parties.

For instance, two parties, namely, A and B, got in a dispute, and an AI bot (namely C) is made an arbitrator. A faces an emotional crisis due to the dispute, and both B and C are unaware of the fact. Usually, a human arbitrator will identify the emotions involved and rooted as he knows to empathise with them due to some or the other experiences of his own and would understand the gravity of the emotions involved. Whereas C is only an artificial bot with no experience of sympathy or mood swings and is only fed with emotional intelligence and knowledge. Hence, in such a scenario, C will not be able to calculate the gravity and consequential emotions as well. Thus, there may be a difference in balancing interests and compliance between the award by C and that by a human arbitrator. So, Emotional Intelligence is not sufficing the need for empathy in arbitration.

When an AI bot is asked of how will they identify the emotions of parties if they are made an arbitrator, its ultimate response is that while it cannot identify physical features of emotions or tone directly used by humans, it will use clues from words, phrases, gaps, or sentences. Humans have the tendency to show false emotions by intentionally using specific words, phrases and sentences. Similarly, some people cannot show their real emotions as they don't have the capability or talent to put down their emotions into semantics. This may lead to omission or overlooking of some emotions as they will not be identified by an AI bot. The party that is talented at showing false

emotions, which is unethical, might cause a bias towards their preferences more than the other party's needs. Mere bots cannot physically determine the emotions of the parties or their pain, and physical robots are too expensive to be kept in arbitration proceedings.

Human arbitrators use gestures and expressions, part of non-verbal communications, commonly known to parties as well, resulting in a smooth process of arbitration. For example, both parties are simultaneously presenting their side, and the arbitrator is not able to take note of some points. He will assure one of the parties that they will be heard shortly, but they need to let the arbitrator listen to the other party. This can be done by moving a hand back and forth slowly, and nodding the head up and down slowly, showing the need for patience. Will bots be able to do all of this? Not at all. What is considered a qualification for bots to be arbitrators themselves becomes a disqualification to be an arbitrator. The qualification that they can efficiently use words, sentences, phrases, etc. denotes some lack of internal capabilities which humans have.

B. Electronic Evolution and Drafting

When it comes to drafting arbitration submissions and regular documents, there is no doubt that AI can help to a larger extent. When the standard format is fixed, and only the information is to be changed, then using speedy AI to build such documents will not only save time but also labour. It is a skill to draft, but such a skill, once it becomes a practice, is habitual enough to assign some basic minimum work to AI to save time through handy AI tools.

AI will be helpful in this manner only when there is a fixed criterion to draft the basic structure and then add information to it. If this is not done, then commands would be needed to be given every time a draft is made.

Although this idea is very beneficial, it is preferred that an ultimate proof-reading authority be made mandatory to analyse and evaluate whether the



documents made by AI are meeting the requirements of the Arbitration and Conciliation Act 1996¹³ or not. This is preferred as leaving the work of drafting solely and entirely on AI can also be harmful at times.

For instance, supporting documents and proofs are needed in the statement of claimants. This is something which AI cannot artificially make up and attach. Such documents of proof are to be provided to AI to ensure inclusion perfectly. So, even after minimum drafting can be assigned to AI, some limitations will always remain. AI can never be said to modify the original documents or artificially edit them, as this would lead to forgery and would be an illegal process of arbitration. An illegal process calls for intervention of courts as well, which was considered a problem against which changes are proposed. Therefore, to reduce intervention by courts, original documents must remain original.

Despite these challenges, virtual arbitration remains efficient and cost-effective. The New York Convention 1958 ensures enforceability of arbitral awards, whether conducted in-person or online, maintaining arbitration's global reach.¹⁴ Institutions like the International Chamber of Commerce (ICC) have issued guidelines to address procedural issues in virtual arbitration, ensuring fairness.¹⁵ While concerns over technology persist, continued regulatory developments and digital security measures can enhance the reliability of virtual dispute resolution.

Indian judiciary currently allows the use of electronic mediums like emails to form and communicate arbitration agreements, implying the importance and validity of technology in arbitration in India. This was supported in the case of *Shakti Bhog Food Ltd. v Kola*

*Shipping Ltd.*¹⁶, wherein the Supreme Court upheld this validity.

Under Electronic evolution, Predictive coding, also known as computer-assisted review, was used by the English court in the *Pyrrho Investments Limited v. MWB Property Ltd.* case. The court found AI useful in providing a straightforward interpretation of the documents. The court acknowledged certain positive aspects, such as the accuracy displayed by this software is commendable, and the cost of manually searching these documents would have been massive.¹⁷ This demonstrated the courts' willingness and desire to permit the use of AI and promote its increasing judicial acceptability.

IV. WHY DO THEY THINK ABOUT THEMSELVES? - AI BOT'S OPINIONS ON THE IDEA OF APPOINTING THEM AS ARBITRATORS

When an AI was asked these questions, the answers which were given could help us to interpret the potential faults and threats of AI. The level of questions and answer elevate throughout.

¹³ The Arbitration and Conciliation Act, 1996.

¹⁴ Convention on the Recognition and Enforcement of Foreign Arbitral Awards (adopted 10 June 1958, entered into force 7 June 1959) 330 UNTS 38.

¹⁵ International Chamber of Commerce, 'Guidance Note on Possible Measures Aimed at Mitigating the Effects of the COVID-19 Pandemic'.

¹⁶ *Shakti Bhog Food Ltd. v Kola Shipping Ltd.*, AIR [2009] SUPREME COURT 12, [2009].

¹⁷ *Pyrrho Investments Limited v. MWB Property Limited*, [2016] EWHC 256 (Ch).



Questions Asked to AI Bots	Replies Given by AI Bots
1. Do you have the qualification needed to be an arbitrator?	I don't have the qualifications to be an arbitrator since I'm an AI, not a human. However, I can assist with understanding the role and requirements of an arbitrator.
2. If AI is made an arbitrator, Can you be biased at any point of time being an arbitrator?	In theory, I should not be biased. However, Bias in Training Data or Algorithmic Bias or the way AI processes can unintentionally favour one party over another.
3. What percentage of chances exists that your AI bias can lead to unfair arbitral awards?	Without safeguards: Estimated 30-50% risk of AI bias influencing awards. With proper safeguards (regular audits, diverse training data, human oversight): Estimated 5-15% risk, which may still be lower than human arbitrators' implicit biases.
4. If AI bots are made arbitrators, can they control a situation where parties start fighting?	If AI bots are made arbitrators, their ability to control a situation where parties start fighting would depend on how they are designed and integrated into the arbitration process.
5. What is the difference between AI bot's reasoning and human's reasoning in decision making?	AI Reasoning: Data-driven, statistical, and pattern-based. AI makes decisions by analyzing large datasets and recognizing trends. Human Reasoning: Intuitive, experience-based, and influenced by emotions, ethics, and social context.

INTERPRETATIONS OF THEIR ANSWERS

AI openly agrees that AI do not have the capability to be an arbitrator and can only assist humans in arbitration. AI also says that it has biases which can unfortunately lead to unfair awards. Even with safeguards and supervision, a 5-15% risk exists in the effective mitigation of biases. In *TRF Ltd. v. Energo Engg. Projects Ltd.*, a three-judge bench of the Supreme Court strengthened the statutory mandate of an independent, unbiased, and neutral arbitrator¹⁸.

AI gives a neutral opinion on whether it will be able to control a situation of violence or a fight between the parties or not. It depends on the design. As we know,

it is expensive to build models that have strong AI. Thus, this question is still unanswered due to a lack of legal and social deliberations.

According to the bots, human reasoning is extensive as compared to AI reasoning. AI arbitrator may strictly apply contract law even if it leads to an unfair outcome. A human arbitrator might consider equity and fairness to balance the decision. AI models run on pre-programmed codes to arrive at a solution or decision, but legal discussions must involve intuitive reasoning¹⁹. So, even if AI qualifies to some extent for such reasoning, the principle of *natural justice* will refuse to allow any compromise to be made.

¹⁸ *TRF Ltd. v. Energo Engg. Projects Ltd.*, (2017) 8 SCC 377.

¹⁹ Varsha Banta, 'Is Arbitration Necessarily a Human Activity? - Technological Disruption and the Role of Robots in Arbitration,' 1 IALR (2019) 49.



Therefore, complete reliance on AI bots for carrying out the process is harmful. Assistance by bots may still be acceptable.

V. IS OUR PERSONAL DATA STILL AT RISK?

One of the major issues that parties might face after the integration of AI into arbitration is the risk of disclosure of personal data. If we go to an AI bot and tell it our name, age, residential address, and passwords, it will store and repeat this data when you ask it, given its long-term memory is switched on. If such systems can store and remember personal data and there is no distinction between which data should be stored and which data should not be revealed through simple extraction methods like asking, even if stored. Until and unless there is a mechanism to filter such data and the presence of some criteria to put safeguards on personal data, AI-assisted bots cannot be integrated with Arbitration processes in India.

Section 8(5) of the Digital Personal Data Protection Act, 2023²⁰ mandates reasonable safeguards against data breaches and compromise, which also apply to the arbitration process, whether or not AI integration occurs.

General obligations of Data Fiduciary.

8. (5) *A Data Fiduciary shall protect personal data in its possession or under its control, including in respect of any processing undertaken by it or on its behalf by a Data Processor, by taking reasonable security safeguards to prevent personal data breach.*

AI bots are also machines, which can be hacked and attacked. What if confidential or personal information reaches to the culprit, who may then use it to blackmail the institution, parties, or the arbitrator? This question poses a complex situation which demands simplified solutions.

If the institution makes a rule wherein it is mandated for the human arbitrators to avoid using bots or even keeping bots in the arbitration room while personal or confidential information is being discussed. Whatever data is fed into the bots should be checked and configured by extracting summaries of the session (subject to the provisions of the Arbitration Act 1996), and should be deleted after the session. Special focus on personal data should be adhered to. End-to-end encryption should be made mandatory as well. No transit of data should go beyond encrypted boundaries. This can be ensured by an arbitral institution through adoption of bots of those companies which successfully assure encryption. Arbitral institutions do not only constitute arbitrators but many other employees at various levels or positions. It is vital that protected information of any arbitration process should not reach to third parties, whether concerned or interested in that process or not. Even in International Arbitration, reasonable cybersecurity measures must be raised and agreed upon. As Principle 3 of the ICCA-NYC Bar-CPR Protocol on Cybersecurity in International Arbitration mentions, each party, institution and arbitrator directly or indirectly related to the process should be aware of and follow the agreed guidelines of information security.²¹ This principle can also be stretched to Indian Domestic Arbitrations by ensuring elaborate sessions and guidelines before the arbitration process.

VI. CRITICAL LEGAL ANALYSIS AND SCOPE OF THE ARBITRATION AMENDMENT BILL 2024

While the Arbitration and Conciliation Amendment Act 2021²² brings minor technical changes to the principal Act, it does not mention any allowance related to intervention by technology. The amendment bill of 2024 gives certain hints at such integration or intervention.

²⁰ Section 8(5), Digital Personal Data Protection Act 2023.

²¹ International council for commercial arbitration, 'ICCA-NYC Bar-CPR Protocol on Cybersecurity in International Arbitration', (2022 Edition),

<<https://www.arbitration-icca.org/icca-reports-no-6-icca-nyc-bar-cpr-protocol-cybersecurity-international-arbitration>> accessed 25-07-2026.

²² The Arbitration and Conciliation Amendment Act 2021.



A. PRO-AI ANALYSIS

The Arbitration and Conciliation Amendment Bill 2024²³ has mentioned certain words and phrases which hint towards technological and AI-intervened concepts in the process of Arbitration in India. Although the bill has not passed yet and is in a stage where the government has called for comments on the draft bill, this bill provides aspects which can be studied thoroughly. As there is time with us before an act is introduced, we can study the impacts of provisions and evaluate whether AI systems will come under the ambit of legal allowance or not.

The bill proposes to substitute Section 2, Sub-Section 1 of the principal act (i.e. the definition of 'Arbitration') with the addition of certain words like "*Arbitration means any arbitration whether or not administered by an arbitral institution.*"²⁴ This leaves the scope of authorities, which can control arbitration processes in India, open-ended. This also indicates that any arbitration process administered or controlled by any individual AI bot, AI company, any electronically-instituted office, or any technological Institution will be deemed legally fit under this amendment provision (in case the bill becomes an act). Therefore, about this provision, it can be said that legal allowance will be practical once this bill turns into an act.

The Convention on the Recognition and Enforcement of Arbitral Awards (The New York Convention) refers to arbitrators in two articles, Art. I(2) and Art. V (1)(b)²⁵, but does not provide or imply that the arbitrators must be human beings.

B. A NEUTRAL POINT OF VIEW

Further, the same proposal also goes on by adding to the substituted meaning to include "*arbitration conducted, wholly or partly, by use of audio-video electronic means*"²⁶. It means that if an arbitration process is conducted using a computer, i.e. smartphones, tablets, iPads, or laptops will be a legally valid process. This still leaves no absolute liberty to appoint AI bots as arbitrators, as no such mention is made, but what could be done here is assistance provided by technology. Herein, Audio-video electronic means refer to platforms which we use for conferences like Zoom, Microsoft Teams, Webex. According to the bill, such means also include online filing of pleadings, online recording of evidence in audio or video format, transmission of information, i.e. communication through Gmail, Mail, messaging, etc.

C. ANTI-AI ANALYSIS

The bill also refers to the meaning of an arbitral institution as "*a body providing conduct of arbitration as per its own rules of procedure or as otherwise agreed by both the parties*"²⁷. By the word 'own', the bill clarifies that any such institution shall be allowed to make its own rules related to the process, which may also include assistance by AI, or AI as an arbitrator. However, there is a safeguard for parties here as it is stated that in case the parties do not agree to certain rules of the institution, and mutually agree to some other decision, then it shall be considered.

Another issue about AI intervention is of jurisdiction. There is a loophole in the bill that it does not elaborate or split the concept of jurisdiction in case of AI intervention. As we know, electronic means may be provided by institutions, and jurisdiction based on the

²³ Arbitration and Conciliation Amendment Bill 2024, <<https://www.scobserver.in/wp-content/uploads/2025/02/2024-Draft-Arbitration-Amendment-Bill.pdf>> accessed 25-07-2026.

²⁴ Arbitration and Conciliation Amendment Bill 2024, <<https://www.scobserver.in/wp-content/uploads/2025/02/2024-Draft-Arbitration-Amendment-Bill.pdf>> accessed 25-07-2026.

²⁵ The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (signed 10 June 1958) 330 UNTS 38 (1959).

²⁶ Arbitration and Conciliation Amendment Bill 2024, <<https://www.scobserver.in/wp-content/uploads/2025/02/2024-Draft-Arbitration-Amendment-Bill.pdf>> accessed 25-07-2026.

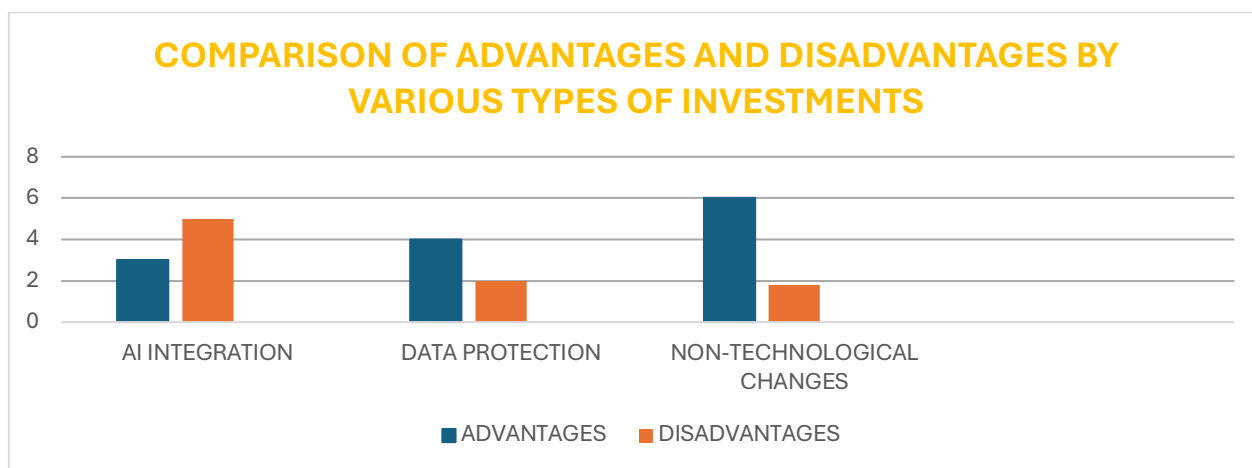
²⁷ Ibid.



location of the institution will be considered. But the main question is that if AI is included, to what level will jurisdiction play a role? What is to be done about jurisdiction if an institution is wholly made by AI in future? The bill merely mentions that in case of audio-video ways of conducting arbitration, the provisions of jurisdiction and courts shall “*mutatis mutandis apply.*” There still is a need for explanation as to how

that will go about. We cannot decide the solutions of the same as we can solely suggest. Another minor proposed change is the validity of digital signatures.

VII. THE GUARDIAN KNOT - A MIDDLE WAY OUT



To understand the findings, let us understand this graph. It shows that investing in non-technological changes will give maximum advantages, as the very basic change is to maintain arbitration as significant among Mediation and ODR. Expert Arbitrators are also crucial to invest in for maximum advantages. Investing in AI Integration will give minimal advantages, like drafting, suggestive and assistive authority, and time flexibility. Thus, this investment can be put on hold for now, till we come up with Strong AI which could even let us replace robots with arbitrators substantially, though with human regulation. Data protection investments stand at a neutral level of need.

Such possibilities and observations lead us to some understanding of ethically using AI. Yet, the dilemma is the same. Whether Arbitrators should be completely replaced by bots or merely assisted by bots? According to the scope of the discussed bill and analysis of findings, no chance of complete replacement can be imagined in a justified sense.

Although the bill provides a field of ultra-innovation strategies, what we must decide is the maximum extent to which innovation should reach. The answer is only up to the extent where human arbitrators are assisted by AI bots but not replaced.

IX. CONCLUSION

After compiling and interpreting all the data discovered, used, or applied, it can hardly be said that investment is substantially profitable. Instead, Investments should be used to correct current non-technological issues and ensure a stronger data-protection system. What is the benefit of such investments where disadvantages outweigh advantages, and where, more than enjoying the use of AI arbitrators, parties would have to spend more on filing complaints against extensive issues as discussed above?

It can therefore be deduced that ultra-innovation strategies should be carried out only once we find successful and efficient solutions to issues posed as



consequences by the strategies themselves. Indian Supreme Court has neither disqualified the use of AI nor allowed extreme-scale use of AI in arbitration. The trajectory of arbitration will bend, but there is a need for some angular clarity as to what the intensity of those changes is. Not all changes can be carried out at the same time. It cannot be expected currently to develop strong AI to be deployed as arbitrators if costs are high.

