Arbitration Law in Pakistan

Evolution, International Framework, and the Reform Agenda

Research Paper

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Abstract

Pakistan's arbitration regime is a study in institutional lag. A domestic statute enacted in 1940, seven years before the State existed, continues to govern arbitrations seated in Pakistan, while a transactional statute of 2011 governs the recognition and enforcement of foreign awards under the New York Convention. The result is a jurisdiction that is, in effect, two legal systems wearing one name: outward-facing and broadly pro-enforcement for awards made abroad, inward-facing and court-centred for arbitrations seated at home. This paper traces that duality through six phases, from colonial transplantation to the present reform impasse. It situates Pakistan within the international framework of the New York Convention, the UNCITRAL Model Law and the ICSID Convention, and compares it with India, Singapore, the United Arab Emirates, Saudi Arabia, the United Kingdom and China. It argues that the failure to enact the Draft Arbitration Bill 2024 is not a technical delay but a structural tax on the economy, borne through seat-shopping, risk pricing and the diversion of disputes to foreign fora. The paper concludes with a sequenced reform programme: enact the Bill with corrected transitional and public-policy provisions; secure provincial delegation under Articles 144 and 147; constitute institutional appointment machinery; defer the proposed International Commercial Court until the statutory foundation exists; and build the professional capacity on which enforcement ultimately depends.

1. Introduction

1.1 Background

Arbitration is the default dispute-resolution mechanism of international commerce. Its appeal rests on a narrow promise: that a neutral tribunal, chosen by the parties, will resolve the dispute finally and that the resulting award will travel. That promise depends less on the arbitration itself than on the legal environment in which it is embedded. An award is only as valuable as the statute, the courts and the treaties that stand behind it.

By that measure Pakistan has an unusual profile. It is a party to the New York Convention, which it signed on 30 December 1958 and ratified on 14 July 2005 (in force for Pakistan from 12 October 2005), and has implemented it through the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Act 2011. Its superior courts have, in recent years, delivered enforcement decisions that would be regarded as orthodox in London or Singapore. Yet the statute governing arbitrations seated in Pakistan remains the Arbitration Act 1940, a court-supervised regime in which the tribunal cannot grant interim relief and the award must be filed in court and made a rule of court before it has any operative force. The jurisdiction is therefore simultaneously modern and archaic, depending entirely on where the arbitration is seated.

1.2 Research questions

The paper addresses four questions. First, how did Pakistan's arbitration law arrive at its present dual-track structure, and what does that history explain about contemporary judicial behaviour? Second, how does the Pakistani regime measure against the international instruments and against comparable jurisdictions that have already modernised? Third, what is the realistic trajectory of reform, given the constitutional and federal constraints that have stalled the Draft Arbitration Bill 2024? Fourth, what specific changes would deliver the greatest improvement per unit of political capital?

1.3 Method and scope

The analysis is doctrinal and comparative. It proceeds from primary instruments, reported case law and secondary commentary, with particular reliance on the Kluwer Arbitration Blog's Pakistan coverage and Jus Mundi's reporting of the 2026 reform debate. Comparative material is drawn from the jurisdictions most relevant to Pakistani commercial practice: India, as the shared-legacy comparator; Singapore, as the aspirational model for a small jurisdiction building an arbitration hub; the UAE, for the free-zone model; Saudi Arabia, as the regional competitor; the United Kingdom, as the historic seat of choice; and China, as the counter-example in which institutional reform preceded legislative reform.

Two limits should be stated at the outset. The paper does not attempt a comprehensive survey of reported case law; it isolates the decisions that define the trajectory. Nor does it treat investment arbitration in detail, save where it explains the political economy of domestic reform. The focus is commercial arbitration and the statutory architecture that supports it.

1.4 Structure

Part 2 sets out the conceptual foundations. Part 3 traces the six phases of Pakistani arbitration law. Part 4 examines the international framework and Pakistan's position within it. Part 5 undertakes the comparative analysis. Part 6 assesses the future trajectory. Part 7 sets out recommendations, and Part 8 concludes.

2. Conceptual Foundations

2.1 Why states delegate adjudication

Arbitration is a delegation of adjudicatory authority to a private tribunal, recognised and enforced by the state. The delegation is justified on three grounds: expertise, finality and neutrality. Expertise matters in disputes that turn on technical subject matter. Finality matters because commercial parties price delay. Neutrality matters most in cross-border transactions, where neither party wishes to litigate in the other's home courts.

The state's interest is not altruistic. A jurisdiction that enforces awards reliably attracts transactions that would otherwise be structured around it. Conversely, a jurisdiction whose courts reopen awards exports its disputes and imports uncertainty. Arbitration policy is therefore commercial policy conducted through procedural law.

2.2 Party autonomy and its doctrinal supports

Three doctrines convert party autonomy from aspiration into law. The first is separability: the arbitration clause is treated as an agreement distinct from the contract in which it sits, so that the invalidity of the main contract does not automatically destroy the tribunal's jurisdiction. The second is competence-competence: the tribunal may rule on its own jurisdiction, including challenges to the existence or validity of the arbitration agreement. The third is the principle that the seat of arbitration supplies the procedural law and the supervisory court, regardless of the law governing the contract.

The third doctrine has become decisive in Pakistan, and not in a helpful way. In Taisei Corporation v A.M. Construction Company (Pvt) Ltd (2024 SCMR 640, decided 28 February 2024) the Supreme Court held that the 2011 Act adopts a pure territorial approach: the seat of arbitration is the sole criterion of a foreign award, and the governing law and the nationality of the parties are irrelevant. That is orthodox. But combined with a domestic statute that withholds interim relief from tribunals, the consequence is that the choice of a Pakistani seat carries consequences that a commercial party would not anticipate from the governing law alone[1].

2.3 Arbitrability and the public-policy gateway

Arbitrability defines the boundary of the delegation: some disputes are reserved to the courts. In most mature jurisdictions the category is narrow and is read restrictively. In Pakistan, arbitrability and public policy have historically been conflated, with the result that the gateway has operated as a general licence for judicial review of the merits.

The Draft Arbitration Bill 2024 attempts to close that gateway by defining public policy exhaustively. Whether the attempt succeeds will depend less on the words than on the interpretive culture that receives them, a point developed in Part 3.

2.4 The seat as the legal anchor

The seat is not a venue. It is the juridical home of the arbitration, determining which courts supervise the process, which law governs procedural questions, and where the award originates for the purposes of the New York Convention. The practical lesson for drafters is that the seat must be designated expressly and distinguished from the place of hearings. The Lahore High Court's decision in SpaceCom International LLC v Wateen Telecom Ltd (C.O. No. 25854 of 2023, decided 4 December 2024; 2024 LHC 5494) turned precisely on that distinction[2]. The contract referred to Dubai as the place of arbitration; the DIFC-LCIA tribunal treated the DIFC as the seat; the court held that this was not the arbitration the parties had agreed and refused recognition and enforcement of both awards under Article V(1)(d) of the Convention.

2.5 The Islamic-law dimension

A Pakistani treatment cannot ignore the normative background. Classical Islamic jurisprudence recognises tahkim, the appointment of a trusted arbiter to settle a dispute, and the Qur'anic instruction to appoint an arbitrator from each side in marital disputes is the textual anchor most often cited. The classical institution differs from modern commercial arbitration in material respects: the arbiter's authority derived from the parties' agreement rather than from a statute, enforcement was a matter of honour and social sanction rather than a court order, and the procedure was not conceived as a rival to the qadi's jurisdiction.

The consequence for modern Pakistani law is twofold. First, the statutory regime is secular and colonial in origin, and it draws nothing from the classical institution; the 1940 Act would be recognisable to an English lawyer of the 1930s and strange to a classical jurist. Second, Islamic norms enter arbitration through the side door, as public policy. Article 227 of the Constitution requires existing laws to be brought into conformity with the injunctions of Islam, and the Federal Shariat Court exercises jurisdiction over repugnancy. A reform statute that defines public policy by enumerated categories will have to reconcile that definition with the constitutional mechanism, and the reconciliation should be addressed in the Bill's text rather than left to litigation.

There is also a practical dimension. Disputes governed by Islamic finance structures raise questions of Shari'ah compliance that a general commercial tribunal may not be equipped to decide. The design response is not to exclude such disputes from arbitration, but to permit party-selected qualifications for tribunal members and, where relevant, expert evidence on Shari'ah

compliance. Modern institutional rules in the Gulf already accommodate this through specialised panels, and a Pakistani centre would do well to follow.

3. The Phases of Arbitration Law in Pakistan

Six phases can be identified. The periodisation matters because each phase left institutional sediment that constrains the next.

Phase	Period	Dominant instrument	Character
I. Colonial transplantation	1899–1947	Arbitration Act 1899; Arbitration Act 1940	Court-supervised; arbitration as a procedural annex to litigation
II. Inherited regime	1947–2005	Arbitration Act 1940	Continuity by adoption; heavy judicial control; limited autonomy
III. International opening	2005–2011	New York Convention; 2011 Act	Dual track: foreign awards treated separately from domestic
IV. Judicial oscillation	2012–2024	Case law under both statutes	Public policy used broadly, then narrowed; enforcement strengthened
V. Reform attempt	2023–2025	Draft Arbitration Bill 2024 (pending)	Model Law drafting completed; enactment stalled
VI. Institutional turn	2026–	Proposed Article 212-A (ICCP)	Court-building proposed ahead of statute-building

Table 1: Phases of arbitration law in Pakistan

3.1 Phase I: colonial transplantation (1899–1947)

The Arbitration Act 1899 was a narrow instrument, modelled on the English Arbitration Act 1889. It was followed by the Arbitration Act 1940, enacted in British India and modelled on the English Arbitration Act 1934. The 1940 Act's architecture is revealing. It assumes that arbitration is an adjunct to litigation rather than an alternative to it: the court appoints the tribunal when the parties fail to agree, removes arbitrators for misconduct, and supervises the award through a filing requirement.

Two features of that architecture proved durable and damaging. First, the Act contains no statutory expression of competence-competence; jurisdictional questions gravitate to the court. The Supreme Court has said as much: in Karachi Dock Labour Board v Quality Builders Ltd (PLD 2016 SC 121) it described the principle and stated the reasons for its limited application in Pakistan, and held that an award by an arbitrator appointed in breach of the 1940 Act is without jurisdiction. Second, the award does not bind until it is filed and made a rule of court, which converts the successful party into a litigant at the final stage of a process chosen precisely to avoid litigation.

3.2 Phase II: the inherited regime (1947–2005)

On independence Pakistan adopted the existing statute as its own. For nearly six decades the 1940 Act was the whole of Pakistani arbitration law, with the consequence that arbitration never acquired the distinctive procedural culture that a modern statute generates. Practitioners drafted

arbitration clauses aware that the clause led back to the same courts the parties had sought to escape.

The period also entrenched a doctrinal habit: the treatment of judicial supervision as a virtue rather than a cost. That habit survived the internationalisation of the 2000s and explains much of the resistance to the 2024 Bill.

3.3 Phase III: internationalisation (2005–2011)

Pakistan's ratification of the New York Convention on 14 July 2005 (in force from 12 October 2005) was a genuine rupture. The Convention required a domestic implementing statute. It was first given effect by ordinance in 2005 and, in 2011, Pakistan enacted the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Act 2011. The 2011 Act does three things: it obliges courts to refer parties to arbitration where a valid agreement exists, it recognises foreign awards as binding, and it confines refusal to the grounds in Article V.

The structural consequence is the dual track that defines the present system. A foreign award is dealt with under a Convention-derived statute with a narrow refusal architecture. A domestic award remains subject to the 1940 Act, with its filing requirement and its broad supervisory jurisdiction. The same transaction can therefore produce radically different outcomes depending on a single drafting decision.

3.4 Phase IV: judicial oscillation (2012–2024)

The case law of this period is best understood as a contest over the meaning of public policy, a contest that began a decade earlier. In Hub Power Company Ltd v Pakistan WAPDA (PLD 2000 SC 841, decided 14 June 2000) the Supreme Court, by a majority of three to two, held that where allegations of corruption, if proved, would render the contract void, the dispute concerned the very existence of a valid contract, required a finding on the alleged criminality and, as a matter of public policy, was not referable to arbitration; HUBCO was restrained from invoking the arbitration clause. In Maulana Abdul Haq Baloch v Government of Balochistan (PLD 2013 SC 641), known as Reko Diq, the Court (decided 7 January 2013) held the joint venture exploration agreement and all related agreements void and unenforceable as opposed to public policy under section 23 of the Contract Act, and held the Pakistani courts the appropriate forum to decide their legality although arbitrations had been commenced abroad; commentators have read the outcome as difficult to reconcile with the separability doctrine[3].

The corrective came in Orient Power Company v Sui Northern Gas Pipelines (2021 SCMR 1728, decided 17 August 2021), where the Supreme Court held that the public-policy exception in Article V(2)(b) was never meant to have a wide scope, must not become a back door to review the merits

of a foreign award, and, being exceptional, demands a heightened standard of proof. That formulation aligns Pakistani law with the restrictive approach taken in mature jurisdictions.

The trajectory has since been toward enforcement, subject to one caveat that recurs in practice. In Taisei Corporation v A.M. Construction Company the Court affirmed that an award is foreign if its seat is foreign. In SpaceCom the Lahore High Court refused enforcement where the tribunal had mischaracterised the seat. The pair is coherent: Pakistani courts will enforce genuinely foreign awards, but they will examine whether the asserted seat is the true one[4]. The lesson for users is drafting discipline, not avoidance.

3.4.1 The enforcement caseload, 2020–2026

The reported decisions of the last six years show a court system moving, unevenly but visibly, toward the Convention's discipline. The Supreme Court's trajectory runs from Orient Power (2021 SCMR 1728), which confined the public-policy ground to a narrow exception requiring a heightened standard of proof, through Taisei (2024 SCMR 640), which fixed the seat as the test of a foreign award, to two decisions of 2025 that consolidate the approach.

In Kausar Rana Resources (Pvt) Ltd v Qatar Lubricants Co WLL (2025 SCMR 517) the Court adopted an expressly pro-arbitration stance and, in a passage that reads as policy rather than doctrine, set out the economic case for arbitration: that it is cost-effective, efficient and confidential, that it alleviates the burden on national courts and enhances business productivity, and that a reliable enforcement record strengthens trade and promotes investor confidence. On the facts, a dispute concerning transfer of shares had been brought before the High Court, where proceedings were neither stayed under the 1940 Act nor referred to arbitration; the Court held that the referral stance was reinforced by the Companies Act 2017, which affirmatively encourages alternative mechanisms for corporate disputes. The Court set aside the High Court's order, accepted the application under section 34 of the 1940 Act and, with the parties' consent, referred the matter to an arbitrator (decided 2 December 2024). The significance is that the Court now construes the 1940 Act in the light of a pro-arbitration policy rather than the reverse.

In Frontier Holdings Ltd v Petroleum Exploration (Pvt) Ltd (2025 SCMR 1907) the Court addressed the procedural architecture of enforcement under the 2011 Act. An ICC arbitration seated in London produced a partial award and a costs award, which were filed in the High Court for enforcement. A Single Judge granted interim relief restraining the respondents from assigning or encumbering their interest in the Badin fields; a Division Bench suspended that relief on intra-court appeal, and the Supreme Court was asked to intervene. The Court granted leave and suspended the Division Bench's order, consistently with its pro-enforcement approach. The reported headnote records the propositions that interim relief granted by the High Court in aid of enforcement is not amenable to intra-court appeal, because such appeals do not lie from orders under special laws that contain their own appellate mechanism, and that the Supreme Court may

grant leave and suspend a Division Bench order. Because the order was made at the leave stage, it should be cited with that qualification until the appeal is finally decided. The decision matters because it protects the asset-preservation function that makes enforcement real rather than notional.

The High Courts have produced a dense body of enforcement decisions, particularly in Karachi, though not all of them run one way. In 2026 the Sindh High Court enforced awards in Cosco Shipping Project Logistics Co Ltd v Shanghai Marine Diesel Engine Research Institute (PLD 2026 Sindh 58), holding that the Limitation Act provisions for awards under the 1940 Act do not govern foreign awards and that the 2011 Act applies to awards made after 14 July 2005; in Cargill BV v Khalid Javaid and Brothers (PLD 2026 Sindh 130), rejecting a jurisdictional objection to awards of the Refined Sugar Association made under English law, which the respondents had never challenged at the seat; and in Nunchi Marine Pte Ltd v Cnergyico PK Ltd (PLD 2026 Sindh 115), rejecting a right-to-be-heard objection founded on Article 10A and decreeing the award. In Hunaneng Fuyun Port and Shipping (Pvt) Ltd v Jiaozuo Creation Heavy Industry Co Ltd (PLD 2026 Sindh 42) a Division Bench dismissed an intra-court appeal against an order refusing to summon the arbitral record, holding that the enforcing court may not revisit the merits outside Article V; and in Tasco v Franzen Landbouw C.V. (PLD 2026 Sindh 96) it dismissed an appeal against enforcement, holding that the court has no inherent jurisdiction and exercises only the jurisdiction conferred by law (Article 175(2)). The counter-current is real. In Virgoz Oils and Fats Pte Ltd v Faisal Exports (Pvt) Ltd (PLD 2026 Sindh 75) the court refused to enforce a PORAM award, holding that no concluded contract, and so no binding arbitration agreement, had come into existence and that the notice of arbitration was out of time under the PORAM Rules; it treated Article V as permitting it to consider the award on its merits, and dismissed the suit. And in White Crystals Ltd v Infrastructure Growth Capital Fund General Partner Ltd (2026 CLD 78) the court declined to lift the corporate veil to reach a Pakistani company that was not a party to the LCIA arbitration, held that it lacked jurisdiction, and returned the application.

In Islamabad the questions have been jurisdictional. Touchstone Communication (Pvt) Ltd v Farrukh Aslam (PLD 2026 Islamabad 189) held that the Companies Act 2017 confers no jurisdiction to enforce foreign awards, which are governed by section 6 of the 2011 Act, while applying a pro-enforcement approach on the facts; and CDA v Habib Rafique (Pvt) Ltd (PLD 2026 Islamabad 85) held that a court must examine an award on its own motion under section 17, for patent illegality, material irregularity or jurisdictional error, even where no objections, or only time-barred objections, have been filed. That last proposition is a reminder that the 1940 Act's supervisory instincts survive alongside the Convention's enforcement ethic.

3.4.2 The words of the Court

Secondary summaries, including the headnotes in the reports themselves, are a necessary convenience but a poor substitute for the language the judges used. The extracts below are taken verbatim from the judgments as published on Pakistan Law Site, with the composition of each bench recorded, because in Pakistan the identity of the bench has often mattered as much as the doctrine.

> Whether the nature of the dispute and the questions of mala fide, fraud illegalities and the legal incompetence raised preclude resolution of the matter through arbitration as a matter of public policy and as such the dispute between the parties is not arbitrable and cannot legitimately be subject-matter of the ICC arbitration?

Question as framed by the Court, Hub Power Company Ltd v Pakistan WAPDA (PLD 2000 SC 841); five-judge bench: Muhammad Bashir Jehangiri ACJ, Sh. Ijaz Nisar, Abdur Rehman Khan, Sh. Riaz Ahmed and Munir A. Sheikh JJ; majority judgment of Sh. Riaz Ahmed J (Sh. Ijaz Nisar and Munir A. Sheikh JJ agreeing), Jehangiri ACJ and Abdur Rehman Khan J dissenting.

That question is the origin of the difficulty. It treats arbitrability and public policy as a single inquiry and invites the court to look at the merits in order to decide whether it may look at the merits. The majority answered it by holding that, because the allegations of corruption if proved would render the agreement void, the dispute went to the very existence of a binding contract and, as a matter of public policy, required a judicial finding on the alleged criminality rather than arbitration.

> We hold that it would neither be commercially sensible nor realistic to decide that both the Agreements were to be decided by separate forums.

Orient Power Company (Pvt) Ltd v Sui Northern Gas Pipelines Ltd (2021 SCMR 1728); Mushir Alam J, with Qazi Faez Isa and Sajjad Ali Shah JJ.

The sentence holds that the arbitration clause in the Gas Supply Agreement extended to the later Payment Agreement, so that both were for one forum. Its method is the important part: a commercial-sensibility test applied to the parties' bargain, rather than a textual licence to reopen the merits. It is the same impulse that produced the restrictive public-policy formulation for which the case is now cited.

> we find no justifiable reason to read anything additional into the provisions of Section 2(c) of the Arbitration Act.

Kausar Rana Resources (Pvt) Ltd v Qatar Lubricants Co WLL (2025 SCMR 517); Mansoor Ali Shah J, with Irfan Saadat Khan and Aqeel Ahmed Abbasi JJ.

The Court held that 'Civil Court' in section 2(c) includes courts of special civil jurisdiction such as the Company Bench, so that section 34 was available, resisting an interpretation that would have narrowed the class of proceedings capable of reference, and it treated the legislative purpose — to provide an alternative to ordinary litigation — as the guide. The passage marks the distance travelled since Hub Power: the same statute is now read purposively in favour of arbitration.

Two further decisions are best summarised rather than quoted, and are identified here so that the distinction between quotation and paraphrase is clear. In Taisei Corporation v A.M. Construction Company (Pvt) Ltd (2024 SCMR 640; Mansoor Ali Shah J, with Athar Minallah and Irfan Saadat Khan JJ) the Court held that the 2011 Act adopts a territorial test: an award made in a contracting state is a foreign award for its purposes, even though the contract and the arbitration agreement were governed by Pakistani law. And in Maulana Abdul Haq Baloch v Government of Balochistan (PLD 2013 SC 641; Iftikhar Muhammad Chaudhry CJ, with Gulzar Ahmed and Sh. Azmat Saeed JJ) the Court held the joint venture agreement and all related agreements void and unenforceable as opposed to public policy; the consequence for the arbitration clause is the commentators' reading rather than an express holding in the headnotes.

Quotations in this section are reproduced from the text of the judgments as published on Pakistan Law Site and were checked word for word against that text on 29 October 2026. Passages described as summaries are paraphrase, not quotation.

3.5 Phase V: the reform attempt (2023–2025)

In April 2023 the Chief Justice directed the formation of an Arbitration Law Review Committee under the Law and Justice Commission of Pakistan, chaired by Justice Syed Mansoor Ali Shah, with a mandate to align domestic law with the UNCITRAL Model Law. The Committee produced the Draft Arbitration Bill 2024, presented to the Federal Minister for Law and Justice on 2 May 2024, with the Federal Cabinet's consent in principle.

The Bill is a substantial instrument. It replaces the 1940 Act for arbitrations seated in Pakistan, distinguishes international commercial arbitration from purely domestic arbitration, and adopts the Model Law's core architecture: a stay of court proceedings on a prima facie arbitration agreement, statutory competence-competence, tribunal-ordered interim measures, and an exhaustive definition of public policy.

Its distinctive features deserve emphasis. It defines international commercial arbitration by bright-line tests and permits parties to opt in by agreement, including impliedly through the choice of foreign institutional rules or foreign governing law. It abolishes the even-numbered tribunal. It establishes an Arbitration Council for each High Court with responsibility for appointments and default procedure. It makes awards automatically enforceable, dispensing with the rule-of-court requirement, and requires a challenging party to deposit the liability amount absent exceptional circumstances. It retains a patent-illegality ground for purely domestic awards, but confines that ground to illegality appearing on the face of the award and excludes reappreciation of evidence.

The Bill has not been enacted. It was not passed in 2024 or 2025 and, as of the time of writing, it is still not law, although an ordinary majority would suffice to pass it. The reasons are partly constitutional — the 26th Amendment (October 2024) and the 27th Amendment (November 2025)

absorbed legislative attention — and partly federal. Domestic arbitration is a provincial subject; a uniform statute requires provincial resolutions under Articles 144 and 147. That procedural requirement has no equivalent in the international arbitration space, which is a federal subject, and it is the single most under-discussed obstacle to reform[5].

3.6 Phase VI: the institutional turn (2026–)

On 20 July 2026 the Law and Justice Commission of Pakistan proposed a constitutional amendment adding Article 212-A to create an International Commercial Court of Pakistan as a separate federal superior court, expressly to strengthen the enforcement of arbitral awards. The proposal is a recommendation to the federal government, not a bill before Parliament, and its published rationale does not address the relationship between the proposed court and the arbitration statute it would supervise.

The sequencing is the difficulty. The Bill, if enacted, routes supervisory jurisdiction through the High Courts: stay, interim measures, appointment and setting aside. The 2011 Act gives the High Court exclusive enforcement jurisdiction over foreign awards. A single federal commercial court would sit outside that geography, and the enabling proposal does not say which court supervises a Lahore-seated international arbitration, or whether enforcement under the 2011 Act moves. Adding a court to a statutory vacuum risks increasing the number of fora rather than reducing intervention[6].

4. The International Framework

4.1 The New York Convention

The 1958 Convention is the operative instrument of global award circulation, with 172 contracting states. Its architecture is deliberately narrow. Article II obliges courts to refer parties to arbitration where a written agreement exists. Article III requires recognition and enforcement of awards on the same basis as domestic awards, without conditions substantially more onerous. Article V contains the exhaustive grounds for refusal, and that exhaustiveness is the Convention's central discipline.

Pakistan's instrument of ratification carries the standard reciprocity reservation, limiting application to awards made in the territory of another contracting state. That reservation is unremarkable and does not weaken the regime. What matters in practice is judicial construction of Article V(2)(b), the public policy ground, which the Convention deliberately leaves undefined.

4.2 The UNCITRAL Model Law

The Model Law, adopted in 1985 and revised in 2006, is the template for domestic arbitration statutes. It supplies the architecture the 1940 Act lacks: separability, competence-competence, tribunal-ordered interim measures, a limited and exhaustive set of set-aside grounds, and a clear division between the seat's supervisory courts and the courts of enforcement.

Pakistan has not adopted the Model Law. The Draft Bill is Model Law-derived but not a verbatim transplant, and it departs from the template in two respects that will attract attention: the patent-illegality ground for domestic awards, and the mandatory deposit requirement for challenges.

4.3 The ICSID Convention and investment arbitration

Pakistan has been an ICSID contracting state since the 1960s and has been a respondent in a series of investment arbitrations arising from energy, mining and infrastructure projects, including SGS v Pakistan and the proceedings generated by the Reko Diq project[7]. The political economy of domestic reform cannot be separated from this record. A state that has lost investment cases has an incentive to resist enforcement, and that incentive has historically been channelled through public policy arguments in commercial enforcement proceedings.

The mitigation lies in separation: investment arbitration is governed by bilateral and multilateral treaties and by the ICSID Convention's self-contained annulment system, and it should not drive the construction of the commercial enforcement statute. Conflating the two produces the worst of both regimes.

4.4 The Hague Conventions and the mediation gap

Awards travel under the New York Convention; judgments do not. Pakistan is not a party to the 2005 Hague Choice of Court Convention or the 2019 Hague Judgments Convention, which currently bind thirty-nine and thirty-three contracting parties respectively. This asymmetry matters directly to the proposed International Commercial Court: a judgment of that court would circulate only through domestic reciprocity, whereas an award seated in Pakistan and enforced abroad travels under a convention with 172 parties.

Pakistan's position on the Singapore Convention on Mediation is a further gap that deserves attention in any reform package, given the volume of construction and supply disputes in which a settlement is the commercially rational outcome.

4.5 Pakistan's position: a scorecard

Instrument or feature	Status	Assessment
New York Convention 1958	Party since 14 July 2005 (signed 1958); reciprocity reservation	Compliant; implementation through the 2011 Act
UNCITRAL Model Law	Not adopted	Principal gap; Draft Bill would close it
ICSID Convention	Contracting state	In place; separate from commercial regime
Hague Choice of Court 2005	Not a party	Relevant to the proposed ICCP
Hague Judgments 2019	Not a party	Limits circulation of judgments
Domestic statute	Arbitration Act 1940	Obsolete; court-supervised
Interim relief by tribunal	Not available for domestic-seated arbitration	Major practical defect
Competence-competence	Not codified domestically	Jurisdiction migrates to courts

Table 2: Pakistan within the international arbitration framework

5. Comparative Analysis

5.1 India: the shared-legacy comparator

India replaced its 1940 Act with the Arbitration and Conciliation Act 1996, itself a Model Law transplant, and then spent two decades correcting the transplant through the 2015, 2019 and 2021 amendments: time limits for awards, expedited procedure, tightened arbitrator challenge, and provision for an Arbitration Council of India. The trajectory is instructive for Pakistan in two respects.

First, adoption of the Model Law is the beginning of a reform programme, not the end of one. India's experience shows that a Model Law statute can be read restrictively by courts that are unfamiliar with its logic, and that legislative correction is a recurring requirement. Second, India's public-policy jurisprudence — particularly the patent-illegality ground — demonstrates the cost of retaining a domestic-specific review standard. The Draft Bill borrows that ground, and should anticipate the same difficulty.

5.2 Singapore: statute first, institution second

Singapore is the most frequently invoked comparator and the one least favourable to Pakistan's current sequencing. Singapore enacted the International Arbitration Act in 1994, giving the Model Law statutory force. It then built SIAC into a global institution. The Singapore International Commercial Court opened in 2015, twenty-one years later, as a division of the High Court rather than a separate superior court, and required constitutional amendment. A further decade was spent defining its interface with arbitration, including confirmation that the SICC may hear arbitration-related proceedings and, more recently, model clauses that allow parties to direct supervisory proceedings for Singapore-seated arbitrations to the SICC.

The sequencing is the lesson. Singapore did not create a court to compensate for an inadequate statute. It built the statutory foundation, attracted the caseload, and only then created a court with a defined relationship to arbitration.

5.3 The United Arab Emirates: free zones as laboratories

The UAE operates a dual system. Onshore arbitration is governed by Federal Law No. 6 of 2018, which is Model Law-based and repealed the older, judicially constrained provisions of the Civil Procedure Code. In parallel, the DIFC has had its own arbitration law since 2008, and ADGM since 2015, each with its own courts and its own enforcement machinery. The free zones functioned as laboratories in which a modern regime could operate before it was extended onshore.

The Pakistani equivalent is not available: Pakistan has no common-law enclave, and the Constitution does not readily accommodate one. The transferable insight is narrower but real —

that a specialised commercial court can function credibly only where the procedural law it applies is itself credible.

5.4 Saudi Arabia: regional competition

Saudi Arabia enacted a new Arbitration Law in 2012, based on the Model Law, with the SCCA as the institutional anchor, and has since pursued an aggressive programme of judicial and commercial reform. For Pakistani parties, the significance is competitive: regional dispute-resolution capacity is improving faster in the Gulf than in Pakistan, and the cost of a Pakistani seat is measured against those alternatives.

5.5 The United Kingdom: the reference standard

The English Arbitration Act 1996 remains the model of a lean, court-supportive statute, and the Arbitration Act 2025 has since amended it to address, among other matters, the law governing the arbitration agreement and emergency arbitrator relief. English law and London-seated arbitration remain the default for many Pakistani cross-border contracts, a revealed preference that is itself evidence about the domestic regime.

5.6 China: institutional reform alongside legislative reform

The China International Commercial Court was established in 2018 while the 1994 Arbitration Law was still in force, which is sometimes offered as proof that court-building can precede statute-building. The analogy does not hold. The CICC defined its arbitration interface from the outset, with the Supreme People's Court admitting the major commissions to a one-stop platform providing preservation, set-aside and enforcement support. And China did not treat the court as a substitute for legislation: the amended Arbitration Law took effect on 1 March 2026, codifying the seat, permitting limited ad hoc arbitration and opening the market to foreign institutions.

Jurisdiction	Domestic statute	Model Law	Institutional anchor	Lesson for Pakistan
India	Arbitration and Conciliation Act 1996, as amended 2015/2019/2021	Yes	Arbitration Council of India	Adoption is the start, not the end
Singapore	International Arbitration Act 1994	Yes	SIAC; SICC since 2015	Statute first, court later
UAE	Federal Law No. 6 of 2018; DIFC 2008; ADGM 2015	Yes	DIAC; DIFC-LCIA successor	Modern law precedes specialised court
Saudi Arabia	Arbitration Law 2012	Yes	SCCA	Regional capacity is improving
United Kingdom	Arbitration Act 1996; Arbitration Act 2025	No (home-grown)	LCIA	Lean statute, supportive courts
China	Arbitration Law 1994; amendments effective 1 March 2026	Partly	CIETAC; CICC	Court and statute advanced together

Table 3: Comparative overview

6. The Future

6.1 The legislative question

The immediate question is whether the Draft Bill is enacted. Three scenarios are plausible. In the first, the Bill passes in substantially its current form, with provincial resolutions secured; the reform dividend is large and immediate, because it converts Pakistan from a jurisdiction in which no prudent foreign party would accept a domestic seat into one in which a domestic seat is defensible.

In the second, the Bill passes with amendments that dilute the public-policy definition or widen the patent-illegality ground. The result would be a statute that looks modern but reproduces the old interpretive space, which is the Indian experience.

In the third, the Bill continues to stall. The cost is cumulative. Jurisprudence continues to develop under the 1940 Act, practitioners continue to advise against Pakistani seats, and the reform coalition assembled in 2023 disperses. Earlier drafts to replace the 1940 Act met precisely this fate.

6.2 Transitional provisions

If the Bill passes, the transitional provisions will matter as much as the substantive text. Three questions require explicit answers: what happens to arbitrations pending on the commencement date; what happens to awards already rendered but not yet enforced; and whether set-aside proceedings commenced under the 1940 Act continue under that Act. Silence on any of these points will generate litigation that consumes the benefit of the reform.

6.3 The International Commercial Court

The July 2026 proposal should be deferred, not abandoned. Its logic is sound: Pakistan's commercial litigation is slow and its enforcement record is weak, and specialised courts have improved both elsewhere. But a court built on the 1940 Act would inherit the statute's defects while adding a forum. The coherent sequence is to enact the Bill, define the interface using the Singapore model of designation with the High Courts as default, and constitute the court thereafter.

6.4 The Federal Constitutional Court variable

The 27th Amendment's creation of a Federal Constitutional Court introduces a new uncertainty. Where a public-policy challenge is framed as a question of constitutional interpretation, appellate routes may diverge from the Supreme Court to the FCC, and the FCC's power to call for records could draw arbitration matters into constitutional adjudication. The risk is forum proliferation;

the mitigation is statutory language that keeps public-policy review anchored in the ordinary courts and confines constitutional questions to genuinely constitutional issues.

6.5 The market drivers

Three categories of dispute will test any reformed regime. The first is energy and infrastructure, where sovereign counterparties, indexed tariffs and long concession periods generate disputes that are structurally likely and politically sensitive. The second is construction and supply chains connected to CPEC and regional connectivity projects, where the counterparties are often state-owned entities and the enforcement question is therefore a sovereign question. The third is financial and technology disputes, where the amounts are smaller, the parties are repeat players and the demand is for speed rather than doctrinal refinement.

Each category has a different institutional requirement. The first needs enforceable awards against state entities and clarity on sovereign immunity. The second needs interim relief and efficient case management. The third needs online dispute resolution and expedited procedure. A single statute can accommodate all three, but only if the design is deliberate.

6.6 Technology

Artificial intelligence is entering arbitration through document review, translation, transcript analysis and drafting assistance, and Pakistani practitioners are beginning to use it. The regulatory questions are real: disclosure of AI use, confidentiality of training data, the reliability of machine translation in Urdu-language proceedings, and the treatment of AI-generated evidence. None requires a bespoke statute at this stage, but the Model Regulations under the Bill should address disclosure, and institutional rules should follow.

The more immediate opportunity is procedural. Virtual hearings and electronic filing reduce the cost differential that currently drives small and medium disputes back to the courts. An arbitration regime that is cheap for a USD 50,000 dispute is a different policy instrument from one that is only viable for USD 50 million.

7. Recommendations

The recommendations are sequenced by dependency: nothing later is achievable unless the earlier step happens.

7.1 Legislative

- Enact the Draft Arbitration Bill 2024 in the current parliamentary session, and treat it as the single legislative priority in commercial law.
- Secure provincial resolutions under Articles 144 and 147 before or alongside enactment, so that the statute applies uniformly and the constitutional challenge is pre-empted.
- Tighten section 39: replace 'material breach of the rules of natural justice' and 'most fundamental norms of morality and justice' with enumerated, procedurally defined categories. Vagueness is the mechanism by which the old interpretive space survives.
- Retain but confine the patent-illegality ground for domestic awards, with an express prohibition on reappreciation of evidence and on review of the tribunal's application of foreign law.
- Draft transitional provisions that address pending arbitrations, rendered awards and pending set-aside proceedings expressly.
- Provide a statutory basis for tribunal-ordered interim measures and for their enforcement, including ex parte relief and the supersession of prior court orders.
- Codify the seat, separability and competence-competence so that they no longer depend on judicial reconstruction.
- Repeal the 1940 Act for arbitrations seated in Pakistan, and preserve the 2011 Act untouched for foreign awards.

7.2 Institutional

- Constitute the Arbitration Councils contemplated by Schedule 2 without delay, with published panels, transparent appointment criteria and a complaints mechanism.
- Fund a national arbitration centre with dedicated commercial rules, a fee schedule calibrated to dispute size, and a case-management secretariat.
- Establish a specialised commercial bench in each High Court to hear arbitration applications, with a designated roster and continuing judicial education.
- Publish enforcement statistics, including time to disposal for recognition applications, so that the jurisdiction's performance becomes measurable rather than asserted.

7.3 Judicial

- Adopt a practice direction confining Article V and public-policy review to the grounds enumerated in the statute, with reasons addressing each ground separately.

- Treat SpaceCom as a decision about the seat and not about the merits; the risk is that it is read as licensing review of jurisdictional findings.
- Resolve the Federal Constitutional Court interface by treating arbitration appeals as ordinary civil appellate matters unless a genuine constitutional question is certified.

7.4 Professional capacity

- Build a cadre of arbitrator-practitioners through a structured training and accreditation pathway, so that appointments do not default to foreign tribunals for want of local capacity.
- Introduce arbitration into the compulsory law curriculum and the bar's continuing professional development requirements.
- Develop a domestic expert-witness and tribunal-secretary pool, which is the practical bottleneck in technical disputes.

7.5 Treaty and policy

- Consider accession to the 2019 Hague Judgments Convention, which would give the proposed commercial court a circulation mechanism that judgments otherwise lack.
- Consider the Singapore Convention on Mediation, given the settlement profile of construction and supply disputes.
- Review the investment treaty programme so that the state's exposure is managed through treaty design rather than through enforcement defences.
- Adopt a whole-of-government position on dispute resolution in CPEC and state-owned-entity contracts, including waiver of sovereign immunity for commercial disputes.

8. Conclusion

Pakistan's arbitration problem is not a shortage of drafting talent. The Draft Arbitration Bill 2024 is a competent, Model Law-derived instrument prepared by a committee of senior practitioners and judges. The problem is sequencing and political priority. The State built an international-facing enforcement regime in 2011 while leaving the domestic statute untouched, and it now proposes a specialised court while the statute that the court would apply remains the 1940 Act.

The cost of this ordering is measurable in the choices parties make. Commercial parties draft around Pakistani seats, price the risk of enforcement in Pakistan, and resolve disputes in Singapore, London or the DIFC. Each of those choices is a transfer of institutional capacity abroad, and the transfer compounds: the more disputes go elsewhere, the fewer the domestic institutions that can handle them.

The remedy is unglamorous. Pass the Bill. Secure the provincial resolutions. Constitute the arbitration councils. Confine public policy to enumerated categories. Publish enforcement data. Build the court afterwards, on a foundation that can support it. A jurisdiction that does these things in that order will find that the seat, the cases and the fees follow. One that does them in reverse will add a courthouse to a problem it has not solved.

References and Notes

The following sources are cited in the text by superscript marker. Case citations appear in the body. All research was done on the Pakistan Law Site. Every citation in the body, the Table of Cases and Annexure A was checked against the Pakistan Law Site database on 29 October 2026 for its existence, parties and court, and the holdings stated in the body were checked against the reported headnotes and, for the quoted passages, the judgment text. Citations follow the reporters' style (e.g. PLD 2026 Sindh 58; 2026 CLD 78). SpaceCom v Wateen Telecom is not yet reported in the PLD series; its details are taken from the New York Convention court-decisions database and the Kluwer Arbitration Blog.

1. Taisei Corporation v A.M. Construction Company (Pvt) Ltd, Judgment of the Supreme Court of Pakistan, 2024 SCMR 640 (28 February 2024), discussed in Fahad Bin Tariq, 'Pakistan's Arbitration Reform: What Cross-Border Users Should Watch in 2026', Daily Jus (5 August 2026).

2. SpaceCom International LLC v Wateen Telecom Limited, Lahore High Court, C.O. No. 25854 of 2023, decided 4 December 2024 (2024 LHC 5494); see also Umer Akram Chaudhry and Aneesa Agha, 'SpaceCom v Wateen: Towards a Principled Approach to the Pro-Enforcement Policy in Pakistan', Kluwer Arbitration Blog (26 March 2025).

3. Ali Shouzab, 'From Fluidity to Clarity? Pakistan's Arbitration Act of 2024 and the Future of Public Policy', Kluwer Arbitration Blog (15 May 2025).

4. Ahmed Durrani, '2025 in Review: Pakistan', Kluwer Arbitration Blog (18 February 2026).

5. Mian Sami ud Din and Feisal Naqvi, 'Pakistan's Draft Arbitration Bill 2024: Change After 84 Years?', Kluwer Arbitration Blog (31 May 2024).

6. Fahad bin Tariq, 'Can Pakistan Build an International Commercial Court on an Arbitration Act From 1940?', Kluwer Arbitration Blog (8 October 2026).

7. ICSID, Case records concerning the Islamic Republic of Pakistan; New York Convention, Contracting States table (172 parties), newyorkconvention.org.

8. UNCITRAL Model Law on International Commercial Arbitration 1985, as amended 2006.

9. Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, 10 June 1958 (Pakistan: signature 30 December 1958; ratification 14 July 2005; in force 12 October 2005).

10. Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Act 2011.

11. Arbitration Act 1940.

12. Draft Arbitration Bill 2024 (Arbitration Law Review Committee, Law and Justice Commission of Pakistan).

13. Constitution of Pakistan, Articles 144, 147, 212; Twenty-Sixth Amendment Act 2024; Twenty-Seventh Amendment Act 2025.

14. Arbitration Act 2025 (United Kingdom); Arbitration Act 1996 (England and Wales).

15. International Arbitration Act 1994 (Singapore); Singapore International Commercial Court, established 2015.

16. Arbitration and Conciliation Act 1996 (India), as amended 2015, 2019 and 2021.

17. Federal Law No. 6 of 2018 (United Arab Emirates); DIFC Law No. 1 of 2008; ADGM Arbitration Regulations 2015.

18. Saudi Arbitration Law 2012; Saudi Center for Commercial Arbitration.

19. Arbitration Law of the People's Republic of China 1994, as amended, amendments effective 1 March 2026.

20. Hague Convention on Choice of Court Agreements 2005; Hague Convention on the Recognition and Enforcement of Foreign Judgments 2019.

Table of Cases

- Hub Power Company Ltd (HUBCO) v Pakistan WAPDA through Chairman, PLD 2000 SC 841.
- Maulana Abdul Haq Baloch v Government of Balochistan, PLD 2013 SC 641 (Reko Diq).

- Orient Power Company v Sui Northern Gas Pipelines, 2021 SCMR 1728 (SC).
- Taisei Corporation v A.M. Construction Company (Pvt) Ltd, 2024 SCMR 640 (SC).
- SpaceCom International LLC v Wateen Telecom Limited (Lahore High Court, 4 December 2024; 2024 LHC 5494).
- Presidential Reference No. 2 of 2022 (Supreme Court of Pakistan).
- SGS Société Générale de Surveillance S.A. v Islamic Republic of Pakistan (ICSID).
- Tethyan Copper Company Pty Limited v Islamic Republic of Pakistan (ICSID).

Table of Legislation

- Arbitration Act 1899.
- Arbitration Act 1940.
- Arbitration (Protocol and Convention) Act 1937.
- Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Act 2011.
- Draft Arbitration Bill 2024 (pending).
- Constitution of the Islamic Republic of Pakistan, Articles 144, 147, 212; proposed Article 212-A.
- New York Convention 1958.
- UNCITRAL Model Law 1985 (as amended 2006).
- ICSID Convention 1965.

Annexure A: Table of Judgments

The following judgments were located in the PakistanLawSite database on 29 October 2026 and are listed in aid of further research. The 'Point' column paraphrases the reported headnote and is a navigation aid only; the report should be consulted before any proposition is relied upon in argument. Citations are given in the reporters' standard form (the database itself lists them as year–journal–page), with the court abbreviated: SC (Supreme Court), SHC (Sindh High Court), LHC (Lahore High Court), IHC (Islamabad High Court), PHC (Peshawar High Court).

#	Citation	Parties	Court	Point
1	PLD 2000 SC 841	Hub Power Co Ltd (HUBCO) v Pakistan WAPDA	SC	Majority (3:2): corruption allegations go to existence of contract; dispute not referable to arbitration
2	PLD 2013 SC 641	Maulana Abdul Haq Baloch v Govt of Balochistan (Reko Diq)	SC	Joint venture agreement and all related agreements void as opposed to public policy
3	PLD 2016 SC 121	Karachi Dock Labour Board v Quality Builders Ltd	SC	Competence-competence of limited application in Pakistan; award of an arbitrator appointed in breach of the 1940 Act is without jurisdiction
4	2021 SCMR 1728	Orient Power Co (Pvt) Ltd v Sui Northern Gas Pipelines Ltd	SC	Public-policy exception narrow; no back door to the merits; heightened standard of proof
5	2024 SCMR 640	Taisei Corporation v A.M. Construction Co (Pvt) Ltd	SC	Seat, not governing law, fixes the foreign character of an award
6	2025 SCMR 517	Kausar Rana Resources (Pvt) Ltd v Qatar Lubricants Co (QALCO)	SC	Pro-arbitration policy; economic rationale; referral of corporate disputes
7	2025 SCMR 1907	Frontier Holdings Ltd v Petroleum Exploration (Pvt) Ltd	SC	Leave granted and Division Bench order suspended; headnote: ICA not maintainable against interim relief in enforcement
8	PLD 2025 SC 706	Pakistan Railways v CRRC (China)	SC	Objections under ss.14, 17, 30 and 33; evidence without deciding objections
9	2023 SCMR 1361	Injum Aqeel v Latif Muhammad Chaudhry	SC	Ex parte award; bare objections under s.30(a) carry no weight
10	2023 SCMR 1103	National Highway Authority v Sambu Construction Co Ltd	SC	Meaning of an arbitrator's misconduct in the judicial sense
11	2018 SCMR 662	Gerry's International (Pvt) Ltd v Aeroflot Russian Airlines	SC	Patent illegality and error apparent on the face of the award
12	2014 SCMR 1268	A. Qutubuddin Khan v Chec Millwala Dredging Co (Pvt) Ltd	SC	Section 17 power is distinct from the grounds under ss.30 and 33
13	PLD 2014 SC 494	Lahore Development Authority v Alicon Ltd	SC	Status of a chairman of an arbitration committee chosen by the arbitrators
14	2006 SCMR 1657	Muhammad Farooq Shah v Shakirullah	SC	Section 26-A mandatory; remit to the arbitrator rather than set aside
15	PLD 2006 SC 169	Mian Corporation v Messrs Lever Brothers of Pakistan Ltd	SC	Arbitrator is final judge on questions of law and fact
16	2005 SCMR 1542	Muhammad Ramzan v Additional District Judge, Multan	SC	Misconduct must be proved; factual controversy insufficient
17	PLD 2003 SC 808	Dar Okaz Printing and Publishing LLC v Printing Corporation of Pakistan	SC	Meaning of 'arbitration agreement' under s.2(a); scope of s.34
18	PLD 2002 SC 747	Nisar-ul-Haq Associates v Cantonment Board, Multan	SC	Arbitration committee under the Cantonments Act 1924
19	PLD 2002 SC 310	James Construction Co (Pvt) Ltd v Province of Punjab	SC	Stamp duty is not chargeable on every award
20	1991 SCMR 1928	Ali Muhammad v Bashir Ahmad	SC	Judgment in terms of award where the subject-matter was criminal litigation
21	2026 CLD 642	Zhongxing (reported as 'Zhongzing') Telecom Pakistan (Pvt) Ltd v Imperial Electric Co (Pvt) Ltd	SC	Filing of award by the arbitrator himself; limitation under s.14
22	PLD 2026 Sindh 58	Cosco Shipping Project Logistics Co Ltd v Shanghai Marine Diesel Engine Research Institute	SHC	Limitation provisions for 1940 Act awards do not apply; 2011 Act covers awards made after 14.07.2005
23	PLD 2026 Sindh 75	Virgoz Oils and Fats Pte Ltd v Faisal Exports (Pvt) Ltd	SHC	Enforcement of PORAM award refused: no concluded contract or arbitration agreement; notice time-barred; suit dismissed
24	PLD 2026 Sindh 42	Hunaneng Fuyun Port and Shipping (Pvt) Ltd v Jiaozuo Creation Heavy Industry Co Ltd	SHC	Article V; non-summoning of the arbitral record; public policy
25	PLD 2026 Sindh 130	Cargill BV v Khalid Javaid and Brothers	SHC	Awards under English law by the Refined Sugar Association enforced
26	PLD 2026	Nunchi Marine Pte Ltd v Cnergyico	SHC	Article V grounds; Constitution Art. 10A raised against

#	Citation	Parties	Court	Point
	Sindh 115	PK Ltd		enforcement
27	PLD 2026 Sindh 96	Tasco v Franzen Landbouw C.V.	SHC	No inherent jurisdiction; only jurisdiction conferred by law (Art. 175(2)); appeal against enforcement dismissed
28	PLD 2026 Islamabad 189	Touchstone Communication (Pvt) Ltd v Farrukh Aslam	IHC	Companies Act 2017 confers no jurisdiction over foreign awards; s.6 of the 2011 Act governs
29	PLD 2026 Islamabad 85	Capital Development Authority v Habib Rafique (Pvt) Ltd	IHC	Court may examine an award on its own motion under s.17
30	2026 CLD 78	White Crystals Ltd v Infrastructure Growth Capital Fund	SHC	Corporate veil not lifted against a non-party Pakistani company; application returned for want of jurisdiction
31	2026 CLD 690	Toyoshima & Co Ltd v Khas Textile Mills (Pvt) Ltd	SHC	Settlement terms treated as a consent decree, executable as such
32	2026 CLD 277	Shanghai Marine Diesel Engine Research Institute v Huaneng Fuyun Port and Shipping	SHC	1940 Act limitation provisions not imported into foreign enforcement
33	2026 CLD 1029	Mian Ahmed Akbar v Al-Dahra Agriculture Co Pak (Pvt) Ltd	SHC	Section 34 discretion to stay; clause should not lightly be bypassed
34	2026 CLD 369	Lahore Development Authority v Zahir Khan and Brothers	LHC	Court's power to enlarge time for making the award where none is fixed
35	2026 CLD 681	Harbin Electric International Co Ltd v National Power Parks Management Co	LHC	Appointment of arbitrator under s.8 in an EPC dispute
36	2026 CLD 910	Federal Govt Employees Housing Authority v Granite Enterprises (Pvt) Ltd	IHC	Oral proof inadmissible to add a party to a written arbitration clause
37	2026 CLD 517	Petrosin CNG (Pvt) Ltd v Mari Energies Ltd	IHC	Enforcement petition for an arbitration agreement is incompetent without an award
38	2026 CLD 838	Indus Development Consultant (Pak) v Government of Pakistan	SHC	Maintainability of a constitutional petition despite an arbitration clause
39	2026 CLD 26	Peoples Steel Mills Ltd v Asian Counsel Engineer (Pvt) Ltd	SHC	Revision against a judgment upholding an umpire's award
40	2025 CLD 78	Qatar Lubricants Co (QALCO) v Atif Naeem Rana	LHC	Section 34 stay refused where parties were not parties to the clause
41	2025 CLD 695	Zaver Petroleum Corporation (Pvt) Ltd v Saif Energy Ltd	IHC	Execution of LCIA awards in an international commercial contract
42	2025 CLD 598	National Highway Authority v Husnain Cotex Ltd	IHC	Inherent powers pending arbitration; contractual variation
43	2025 CLD 954	Taiga Apparel (Pvt) Ltd v International Fabrication Co	LHC	Two arbitration agreements; procedure for appointment
44	PLD 2025 Lahore 818	Sultan Mehmood Rana v Naeem Ahmad	LHC	Limitation for an application to make the award a rule of court
45	2025 CLD 133	Government of Khyber Pakhtunkhwa v HMA Pumps (Pvt) Ltd	PHC	Remission of the award to the arbitrators; scope of reconsideration
46	2024 CLD 153	Paragon Technologies v Sui Northern Gas Pipelines Ltd	LHC	Interim injunction in arbitration proceedings; prerequisites
47	2024 CLD 1145	TCB Aviation (Pvt) Ltd v Sri Lankan Airlines Ltd	SHC	Interim injunction refused; foreign jurisdiction and Art. II
48	2024 CLD 1507	Hajvairy Associates (Pvt) Ltd v Power Construction Corporation of China	IHC	Section 34 stay; what amounts to 'taking other steps in the proceedings'
49	PLD 2016 Sindh 169	Global Quality Foods (Pvt) Ltd v Hardee's Food Systems Inc	SHC	Stay under s.34 read with Art. II of the New York Convention
50	PLD 2015 Sindh 319	Yusuf Muhammad Siddiq v Muhammad Rafique	SHC	Section 34 discretion and the ingredients for a stay
51	PLD 1982 Karachi 619	Nan Fung Textiles Ltd v Sadiq Traders	SHC	A non-speaking foreign award does not offend the enforcement law

Table 4: Judgments on arbitration in the PakistanLawSite database