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DUBAI

9 & 10 SEPTEMBER 2026

SHOW GUIDE



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**Dear Attendees, Honoured Guests,
and Partners,**

It is an absolute privilege to welcome you to the **LexTalk World Conference & Exhibition Middle East**, hosted at the *Crowne Plaza, Deira, Dubai*, on this 9th and 10th of September 2026.

We gather at an extraordinary juncture for the international legal ecosystem. The traditional parameters of legal operations, cross-border commerce, and dispute resolution are experiencing profound shifts, driven by sovereign artificial intelligence, evolving transnational data governance, and the rapid pace of global market realignment. Positioned at the crossroads of East and West, Dubai serves as the premier global stage for these crucial deliberations, uniting world-class corporate legal leaders, pioneering technologists, policymakers, and private practice practitioners.

This Show Guide is your strategic navigator for the two-day summit. It is structured to help you engage in high-impact dialogues, evaluate pioneering legal technology solutions, and establish collaborative alliances across borders.

The Dual Themes: Architecting Legal Sovereignty and Converging Global Trade

Across two intensive days of keynote addresses, high-level panel discussions, case studies, and executive roundtables, the summit addresses the convergence of legal policy, technology, and commercial risk:

- ❖ **Architecting Legal Sovereignty in a Disrupted World (Day 01):** Delve into the evolving role of the global lawyer amid sovereign AI and borderless capital. Discussions address ESG litigation, quantifying proactive risk modelling in LegalOps, cross-border contract lifecycle management across GCC and APAC, digital assets and tokenised trade governance, and the emerging economics of litigation finance.
- ❖ **Converging Borders:** Navigating the New Frontier of Global Trade and Digital Law (Day 02): Examine the realignment of international trade, digital cross-border data flows, IP and brand protection, e-discovery, and liability in autonomous systems. The day culminates in forward-looking explorations of autonomous contracting, smart contract assurance, and the harmonization of fragmented digital regulations.

A landmark feature of this summit is the official circulation of the Legal Tech Report Volume II: Governing the Intelligence Layer: AI, Data Sovereignty and the Operating Model Reshaping Legal Services Across the GCC. This authoritative research work provides an analytical deep dive into enterprise legal AI adoption, regional data privacy regimes across the six GCC markets, and the practical frameworks required to convert technological pilots into secure, governed infrastructure.

We encourage you to immerse yourself in the sessions, build enduring networks, and actively shape the collective direction of modern jurisprudence.

Welcöme

To LexTalk World
Conference & Exhibition
Middle East 2026

Дübäi



From the Desk of the Co-Founder & Director



Dear Friends, Colleagues, and Respected Guests of Honour,

On behalf of **MantraNex Vista Pvt Ltd** and **ClickAway Creators LLP**, it is my honour to extend a warm welcome to our distinguished sponsors, exhibitors, speakers, awardees, and delegates to the **LexTalk World Conference & Exhibition Middle East**, held here at the **Crowne Plaza, Deira, Dubai**.

We are deeply grateful for your continuous patronization, trust, and active engagement. It is your collective intellectual contribution that establishes this gathering as an indispensable platform for the global legal community. Over these two dynamic days, our agenda dives into the most pressing operational and regulatory realities reshaping legal leadership under our dual frameworks: *Architecting Legal Sovereignty in a Disrupted World* and *Converging Borders: Navigating the New Frontier of Global Trade and Digital Law*.

Dubai exemplifies the living laboratory where innovation meets proactive governance. Our sessions are curated to move past abstract concepts and deliver actionable clarity. General Counsels, managing partners, and regulatory experts will deliberate across vital subject areas: navigating trade and IP exposure in global deal-making, resolving autonomous systems liability and evidentiary integrity in digital forensics, mitigating cross-border CLM risks between GCC and APAC, and restructuring corporate legal operations into strategic value drivers.

Alongside our technical tracks, live case studies, and dedicated exhibition floor, we are proud to formally publish and circulate the **Legal Tech Report Volume II**. Titled *Governing the Intelligence Layer: AI, Data Sovereignty and the Operating Model Reshaping Legal Services Across the GCC*, this report provides vital industry benchmarks. It explores the imperative shift from fragmented software pilots to governed operational portfolios, addressing data localization, Arabic-first legal models, and multi-jurisdictional compliance across the GCC economies.

The summit will culminate in honouring exceptional dedication, professional integrity, and innovation during the prestigious **Global Legal Honors Awards ceremony**.

Thank you once again for your dedication to advancing the rule of law and enterprise resilience in an era of relentless disruption. I wish each of you an inspiring, productive, and memorable two days ahead.

Thanking You,



ABHISHEK GOURAV
Director

A handwritten signature in black ink, which appears to read 'Abhishek Gourav', written in a cursive style.

Global Advisory Board

LexTalk World is exceptionally grateful to our esteemed Advisory Board for their astounding support and directions from the earliest starting point. We genuinely value their advice to make **LexTalk World** quite possibly the most prominent learning and networking platform for the global legal industry.



DR. LALIT BHASIN
President - Society of Indian Law
Firms, India



BALAKRISHNA GOPALAKRISHNAN
Founder, BGK Law Associates &
Founder President - Corporate Counsel
Association of India (CCAI)



RAGHVENDRA VERMA
Board Member, Chairman,
ICSI MIDDLE EAST,
FOUNDER, AMADI



CHARLES N. BOWEN
Adjunct Professor Georgia
State University College of
Law, USA



PRADEEP RAI
President Supreme Court Bar
Association (SCBA), Vice President –
Indian Society of International Law



KAREN LEE
Chair of Association, Corporate Counsel
Australia Legal Technology and
Innovation Committee



SHILPA BHASIN MEHRA
Independent Practitioner,
Accredited Mediator,
Governance, Risk &
Cross-Border Strategy
across the UAE & AMEA



DR. G.V. RAO
Senior Advocate, Supreme Court
of India & Vice-President, Indian
Society of International Law



BHAVIN MEHTA
Vice President and Head
of Compliance MEA,
Mastercard, UAE



PIYUSH GUPTA
Head Counsel,
Etihad Airways



FAYIAZ CHAUDHRI
Chief Legal Officer
at Tonomus



DR. AMAN TREHAN
Vice President & Global
Head of IP at Odin
Pharmaceuticals, USA

DAY 1: 9th September 2026 (Wednesday)

AGENDA

LTW Dubai 2026 - Architecting Legal Sovereignty in a Disrupted World

8.00AM ONWARDS: Registration & Interconnectivity

Registration and Interconnectivity between Participants

8.00AM: Setting the Vision

Opening Address by the Co-Founder & Director

9.05AM - 9:10AM: Igniting the Flame of Inauguration

Ceremonial commencement of the event, symbolising enlightenment, positivity, and the beginning of a meaningful journey ahead.

9.10AM - 9:35AM: OPENING KEYNOTE: keynote Address by the Industry Leader



DR. AHMAD ALOZN

Co Founder of Mediation
Hub MENA

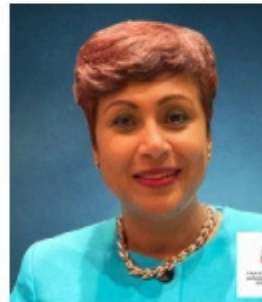
9.35AM - 10:25AM: 1ST PANEL DISCUSSION: ESG 2.0: Sustainability under Scrutiny

- ❖ ESG, Disclosure. Litigation through enforcement & penalties
- ❖ 5+ Minutes - Q&A session & Speakers Certifications



BEYANA MALUEGHA

Senior Counsel, BOGAC2



DR. SHAMINI K RAGAVAN

Associate Professor of Law,
University of Birmingham, Dubai



SHAHARYAR NASHAT

Executive Director Legal, Al
Jomaih Energy and Water Co. Ltd.
(JENWA)

10.30AM - 11.00AM: TEA & NETWORKING BREAK

A curated pause where refined conversations over tea turn into powerful alliances—enabling legal professionals to exchange insights, forge strategic collaborations, and expand influence beyond borders.

11.00AM - 11.35AM: 2ND PANEL DISCUSSION: LegalOps as a Profit Center: Measuring and Monetizing the Value of Proactive Risk Modelling

- ❖ Quantifying Risk Avoidance: Financial Metrics for Proactive Legal Risk Management
- ❖ Operationalizing Preventive Controls: Embedding Risk Modelling into Legal Workflows
- ❖ Monetizing Legal Foresight: Translating Risk Mitigation into Revenue Protection and Growth
- ❖ 5+ Minutes - Q&A session & Speakers Certifications

DAY 1: 9th September 2026 (Wednesday)

AGENDA

LTW Dubai 2026 - Architecting Legal Sovereignty in a Disrupted World



SERGEY KONOV

Regional Compliance & Integrity
Officer IMETA, Boehringer Ingelheim



DENIS SERGIENKO

Global Counsel, HP



SUJNEET KAUR JOHAL

Legal Technology Advisor MEA,
Dilitrust

11.40AM - 12.35AM: GC POWER PANEL: Guardians of Corporate Sovereignty:

How General Counsel Navigate Cross-Border Risk, IP wars,
E-Discovery Obligations, and Regulatory Volatility in Global Deal-Making

- ❖ How GCs anticipate and manage trade, IP, and regulatory risks across borders.
- ❖ The GC's strategic role in steering M&A, IP strategy, and global compliance.
- ❖ How GCs build corporate resilience amid trade disputes, IP enforcement, and cross-border deals.
- ❖ 5+ Minutes - Q&A session & Speakers Certifications



CHEHADE KAH

General Counsel Legal,
Emirates Petroleum



MEHRDAD MOLAEI

Senior Legal Counsel,
SLB



VIJAY OJHA

Group Company Secretary,
Sharaf Group



HADI N. EL KADI

Group Chief Legal
Officer, Al Habtoor Group



IMRAN NAWAZ

Group Chief Strategy
Officer, Heden Group



DEKINA WEDI

Group General Counsel & Chief
Compliance Officer, Auremin

12.35PM - 1:00PM: CASE STUDIES: MELENTO CASE STUDY - TOPIC TITLE: Turning Legal Ops into Revenue Intelligence



KRUPESH BHATT

Founder & CEO,
Melento.ai

DAY 1: 9th September 2026 (Wednesday)

AGENDA

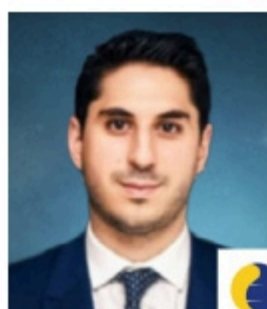
LTW Dubai 2026 - Architecting Legal Sovereignty in a Disrupted World

1.00PM - 2.00PM: POWER LUNCH AND NETWORKING SESSION:

Legal leaders connect over lunch to exchange insights, build strategic relationships, and explore collaboration opportunities in an informal setting.

2.00PM - 2.40PM: 3RD PANEL DISCUSSION: Law in a Fragmenting World: Governing Digital Assets, Tokenised Trade, and Borderless Capital Amid Geopolitical Realignment

- ❖ **Tokenisation of assets and contracts:** legal validity, custody, and enforcement across borders
- ❖ Digital assets vs. sanctions, AML, and financial crime regimes
- ❖ Arbitration, insolvency, and dispute resolution in decentralised finance ecosystems
- ❖ Dubai as a gateway jurisdiction for structuring compliant, future-proof digital capital flows
- ❖ **5+ Minutes:** Q&A session & Speakers Certifications



DR. FARIS NASRALLAH

Crescent Petroleum,
Head of Arbitration



SHEILA SHADMAND

Partner-in-Charge, Middle East &
Africa Region, Jones Day



SUNJOY JAIN

Founder & Managing Partner,
Lex Corp

2.40PM - 3.20PM: 4TH PANEL DISCUSSION: Cross-Border Contracts, Cross-Border Risk: Managing CLM Across GCC and APAC Jurisdictions

- ❖ Divergent contract law regimes across GCC and APAC create hidden execution risk
- ❖ Governing law, jurisdiction, and enforceability clauses under growing scrutiny
- ❖ AI-driven CLM tools promise speed, but raise cross-border compliance questions
- ❖ **Arbitration vs. litigation:** choosing the right dispute resolution path per region
- ❖ Practical frameworks for GCs managing multi-jurisdiction contract portfolios



SERGEY MEDVEDEV

Managing Partner,
Gorodissky & Partners
(Moscow, Russia)



SUCHITA SINGHAL

Founder, Case Docker



SOIAB KHAN

Head of Legal,
Sharaf Group



ANJALI SHEORAN

Director Legal, Atlan
Technologies Private
Limited.

DAY 1: 9th September 2026 (Wednesday)

AGENDA

LTW Dubai 2026 - Architecting Legal Sovereignty in a Disrupted World

3.20PM - 4.00PM: 5TH PANEL DISCUSSION: THE NEW ECONOMICS OF DISPUTES: Litigation Finance, Collective Actions, and the Global Race for Judgment Enforcement

- ❖ The rise of litigation finance and its impact on claim strategy, settlement dynamics, and access to justice
- ❖ Collective actions, mass claims, and shareholder suits across common law and civil law systems
- ❖ Forum shopping, enforcement arbitrage, and the competition between courts and arbitral seats
- ❖ Dubai and other emerging hubs as next-generation centers for dispute resolution and judgment enforcement
- ❖ **5+ Minutes:** Q&A session & Speakers Certifications



SHILPA BHASIN MEHRA

Independent Practitioner,
Accredited Mediator,
Governance, Risk & Cross-
Border Strategy across the
UAE & AMEA



AHMED ZAKI

Senior Vice President
Legal Affairs, Al Hamra



**BALAKRISHNA
GOPALAKRISHNAN**

Founder, BGK Law
Associates, Advocates
and Legal Advisors



ANINDITA PAL

Founder & Managing
Partner, Fairaigle Legal
& Consultancy LLP

4.00PM TO 4.30PM: TEA & NETWORKING BREAK: A curated pause where refined conversations over tea turn into powerful alliances—enabling legal professionals to exchange insights, forge strategic collaborations, and expand influence beyond borders.

4.30PM TO 5.25PM: ROUND TABLE: THE VELOCITY MANDATE: How General Counsel are Redesigning Legal Control, Enterprise Trust, and Decision-Making Resilience in an Age of Relentless Risk

- ❖ **5+ Minutes:** Q&A session & Speakers Certifications



SOPHIE BEST

Knowledge Nexus,
Co-Founder & CEO



**SAURABH
MALHOTRA**

General Counsel,
Intertek



**RITA (AL) SEMAANI
JANSEN**

Consultant



**RAGVENDRA
VERMA**

Founder & Partner,
Amadi Legal
Consultancy

AGENDA

LTW Dubai2026-ConvergingBorders:NavigatingtheNewFrontier of Global Trade and Digital Law

7.45AM-9.30AM: PowerBreakfast

An exclusive morning networkingsession bringingtogetherGeneralCounsels and the legal fraternity to forge strategic connectionsbeforethedayunfolds.

9.30AM - 10.15AM: 1ST PANEL DISCUSSION: Transforming Legal Operations by Integrating Intelligent Workflow Automation and Enterprise Legal Tech

Focuses on modernizing corporate legal departments through automated contract lifecycle management, predictive analytics, and scalable digital infrastructure.

Positions digital transformation within Dubai as a forward-looking jurisdiction for adopting enterprise legal operations and smart business solutions.

5+ Minutes - Q&A session & Speakers Certifications



SAURABH MALHOTRA
General Counsel,
Intertek



ANKIT SURI
DGM - Legal & Strategy
- ITW UNIVERSE



GAYATRI MOHAN
Assistant General Manager,
Legal ServicesMedcare
Hospitals & Medical Centres



SARI KANNAN
Vice President RAK
Ceramics PJSC

10:15AM - 11:05AM: 2ND PANEL DISCUSSION: At the Crossroads of Innovation: Technology Transfer and Data Governance in a New Global Trade Order

Digital: Cross-border data flows, access-based technology models, digital assets, and platform-driven trade.

Regulatory: Export controls, technology transfer regulations, data localization laws, and international compliance regimes.

Forensics: # Digital forensics in IP theft investigations # Audit trails for technology misuse, data leakage, and unauthorized transfers # Evidentiary integrity in cross-border disputes involving technology and data

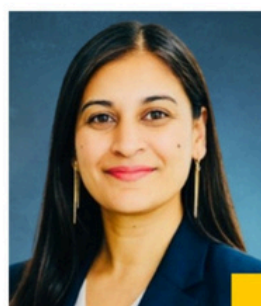
Positions global technology flows and data governance within Dubai's role as a neutral hub for innovation and commerce.

Explores how access-based models are reshaping licensing, compliance, and data protection obligations worldwide.

5+ Minutes: Q&A session & Speakers Certifications



**MAHMOUD SHAFIK
YOUSSEF**
Group General Counsel -
Head of Legal, Foodics



KARISHMA SOOKRAJH
LegalCounsel, DHLMiddleEast,
Africa & Turkey



**DR. AHMED EL
SHAKANKIRY**
HeadofLegaland Compliance,
Samsung Gulf Electronics



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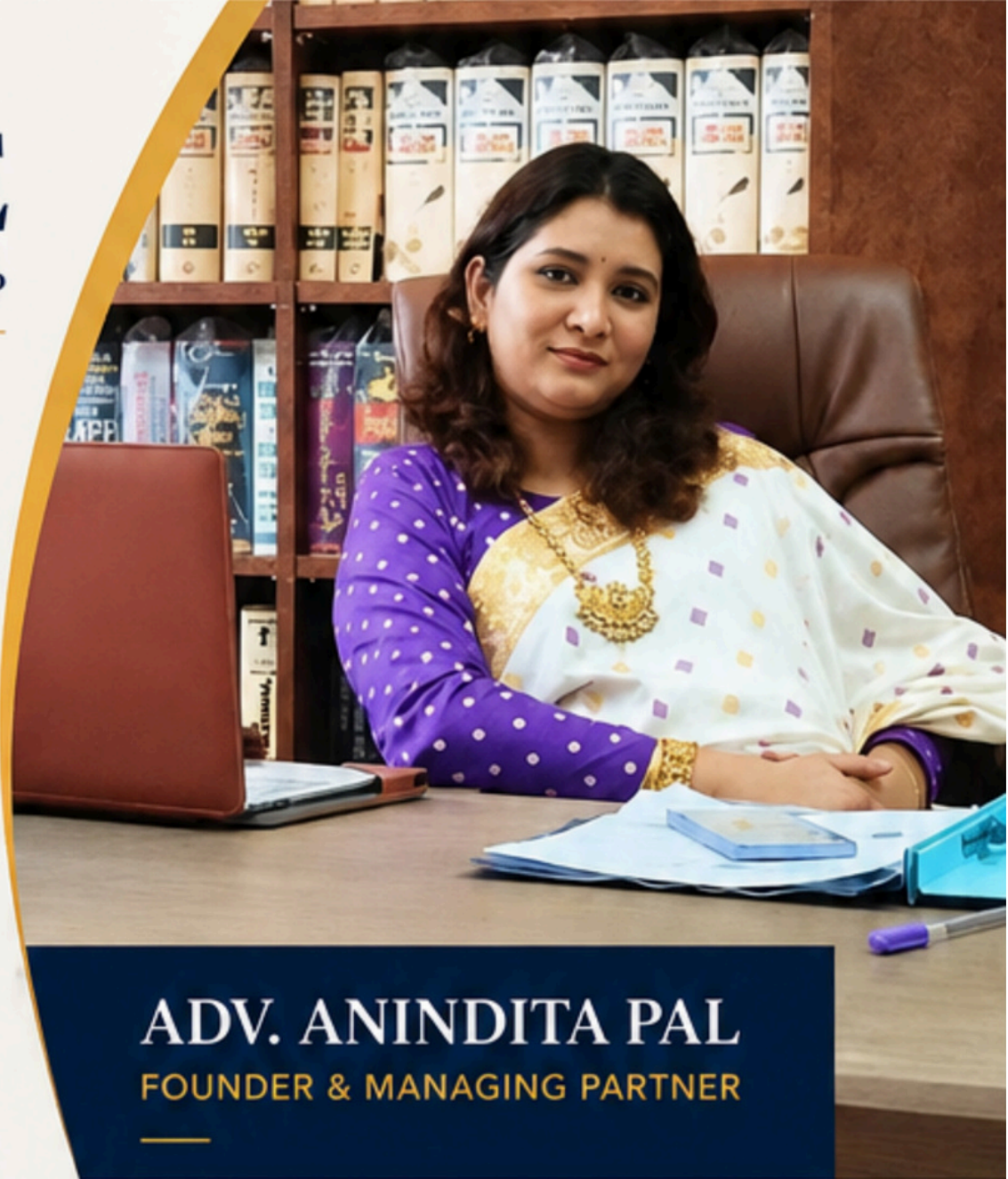
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EFFECTIVE DISPUTE
RESOLUTION



ADV. ANINDITA PAL
FOUNDER & MANAGING PARTNER

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- Corporate & Commercial Law
- Civil Litigation
- Criminal Litigation
- Family & Matrimonial Law
- Property & Real Estate Disputes
- Consumer Protection
- Debt Recovery
- Contractual Matters



02 FORENSIC

- Digital Evidence
- DNA Analysis
- Fingerprint Analysis
- Evidence Collection
- Forensic Reporting
- Scientific Evidence Support



03 DISPUTE RESOLUTION

- Mediation
- Arbitration
- Negotiation
- Litigation Strategy
- Settlement Advisory



04 BUSINESS CONSULTANCY

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- Business Planning
- Market Research
- Compliance
- Corporate Governance
- Strategic Advisory



05 SPECIALIZED LEGAL SERVICES

- Cybercrime
- Motor Accident Claims
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- Pharmaceutical & Biotechnology Advisory
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DAY 2: 10th September 2026 (Thursday)

AGENDA

LTW Dubai 2026 - Converging Borders: Navigating the New Frontier of
Global Trade and Digital Law

11.00AM - 11.30AM : TEA & NETWORKING BREAK

A curated pause where refined conversations over tea turn into powerful alliances—enabling legal professionals to exchange insights, forge strategic collaborations, and expand influence beyond borders.

11:30AM - 12:10PM: GC POWER PANEL: Future-Proofing the In-House Team: Talent, Culture, and the Four-Day Work Week

- ❖ Implementing a successful Legal Technologist Apprenticeship Program.
- ❖ A Global GC's experience with a flexible/decentralized legal team model.
- ❖ Using neuro-linguistic programming (NLP) training to enhance lawyer-to-business communication.
- ❖ **5+ Minutes:** Q&A session & Speakers Certifications



AHMED NAGY

Senior Legal Counsel,
Emirates Islamic



AKEF KHOURY

Head of Legal, ETG



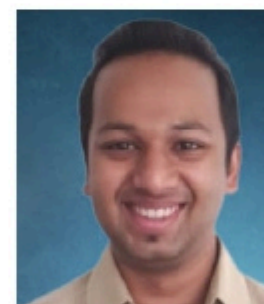
SALONI TUTEJA

Head of Legal & Compliance,
Servier Middle East



CHINAR JETHWANI

Company Secretary (Global
Compliance & Legal Affairs),
Varun Beverages Limited



SUJOY BOSE

Head- Legal, Secretarial
and Compliance at Krsnaa
Diagnostics Limited



DAY 2: 10th September 2026 (Thursday)

AGENDA

LTW Dubai2026-ConvergingBorders:NavigatingtheNewFrontier of Global Trade and Digital Law

12.15PM-12.55PM: 3 PANEL DISCUSSION:AI,Fraud, andForensics:Liability and Evidence in the Age of Autonomous Systems

AI-driven cyberattacks: the risk vector aimed at systems and data

White collar crime enabled by AI: algorithmic fraud, deepfake-enabled financial deception, market manipulation, insider trading via autonomous trading tools

Liability for autonomous systems: who's accountable when AI causes harm, whether the harm is a breach or a fraud

Evidentiary issues involving AI-generated content: can you trust what the machine produced, whether you're prosecuting a hack or a scheme

Forensics & e-discovery: how lawyers actually investigate and litigate both threads

5+ Minutes: Q&A session & Speakers Certifications



OSAMA EL MASRY

ME Practice Lead - Data Responsibility
& Privacy, Cognizant Technology



CLEN C RICHARD

Senior Cybersecurity
Manager, MBC Group



SAURABH BAGARIA

Advocate, Calcutta
High Court

1:00PM - 1:45PM: POWER LUNCH AND NETWORKING SESSION: Legal leaders connect over lunch to exchange insights, build strategic relationships, and explore collaboration opportunities in an informal setting.

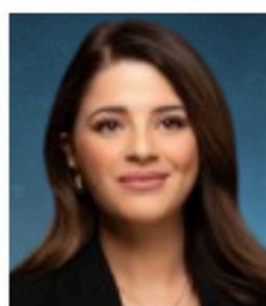
1:45pm - 2:25pm: 4TH PANEL DISCUSSION: The Global Regulatory Tug-of-War: Data Privacy, IP Protection, and the Fragmentation of Digital Law

The Regulatory Clash: Navigating mandatory IP disclosure laws (e.g., source code, algorithms) that conflict with data privacy and trade secret protection laws.

Territoriality in IP vs. Global Reach of Privacy: Developing a consistent compliance strategy for enforcing national trademarks/copyrights against online infringement while adhering to borderless privacy regulations.

Harmonizing Digital Rights: An in-depth look at emerging efforts (e.g., WIPO, regional blocs) to bridge the gap between fragmented global IP and data regimes.

5+ Minutes: Q&A session & Speakers Certifications



DR THOURAYA MATHLOUTHI

Group Legal Director, Data
Privacy & Protection, E&



SANJAY JAIN

Founder & Managing
PartnerLex Corp



ANTHI TSIGKOU

General Counsel-Legal Manager
FLEX COMMODITIES FZCO

DAY 2: 10th September 2026 (Thursday)

AGENDA

LTW Dubai 2026 - Converging Borders: Navigating the New Frontier of
Global Trade and Digital Law

2:30PM - 2:45PM: Case Study Showcases:



KAPIL SINGHAL

CEO & Founder,
CaseDocker

2:45PM - 3:45PM: ROUND TABLE DISCUSSION: Autonomous Contracting: From Negotiation Bots to Self-Executing Legal Agreements (Smart Contracts)

- ❖ *** Contract Negotiation Bots:** The legal and ethical implications of AI systems autonomously drafting and negotiating terms.
- ❖ *** Smart Contract Assurance:** The use of oracles and legal wrappers to ensure legally binding and enforceable self-executing contracts.
- ❖ *** Automated Compliance:** Embedding regulatory changes directly into contracts and operational workflows.
- ❖ **5+ Minutes:** Q&A session & Speakers Certifications



JULIA KOLOMENKO

Regional Head of
Legal, EEMEA, SGS



ANNA KOBZAR

Senior Legal Counsel,
Seddiqi Holding LLC



SHRUTI ANIL JAIN

Global Chief Legal Officer -
Renewable Energy & Power
Transmission, Sterlite Power



ANIKET GAUTAM

Founding Partner,
ASG & Partners



MEGHA AGARWAL

Optimizely, Senior
Counsel APJ Lead



ABDUL AZEEM

Head of Legal,
Rayan Engineering
Consulting



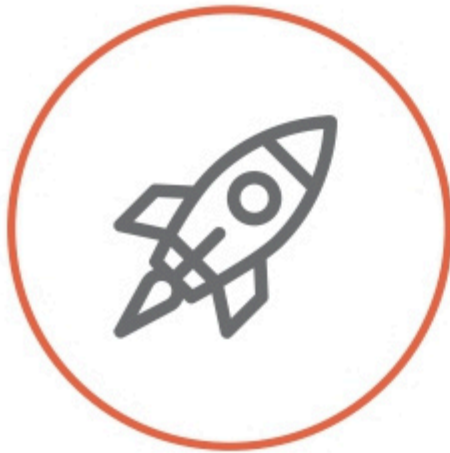
KRUPESH BHAT

Founder & CEO,
Melento.ai

3:45PM TO 5:00PM: NETWORKING TEA & AWARDS: Global Legal Honors Award Function with Tea being served on the table during the session



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Ecosystem**



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Bold Businesses



Enabling
Smart Capital



Unleashing
Growth

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Anjali
Sheoran

ANJALI SHEORAN is a seasoned corporate and commercial legal professional with over 15 years of experience advising technology-driven and growth-oriented businesses. Her expertise spans commercial contracts, SaaS agreements, data privacy, corporate law, risk management and strategic legal advisory. She currently leads an all-women legal team at a tech

startup, working at the intersection of law, technology and business. Anjali believes leadership is about building thoughtful, sustainable businesses and communities. Her approach combines legal rigour, commercial pragmatism, strategic thinking and a deep understanding of business. Her long-standing mantra is to be a successful commercial lawyer.



Anthi S.
Tsigkou

ANTHI S. TSIGKOU : I am an international commercial and maritime lawyer focused on creating solutions, influencing decisions, and building lasting value. My expertise spans cross-border transactions, international trade, mediation, corporate governance, and commercial risk management in highly regulated global industries. I approach challenges with a

commercial mindset, seeking opportunities where others see obstacles. Beyond my practice, I am passionate about mentoring the next generation of legal professionals, fostering confidence, strategic thinking, and the courage to challenge conventional approaches. My goal is to leave every business, team, and lawyer stronger than I found them.



Ankit
Suri

ANKIT SURI raised in Wellington, Nilgiris, transitioned from engineering to law, discovering a profession that combined his strengths in public speaking and sport. A Bangalore Institute of Legal Studies graduate, he began interning in his first semester and spent nearly five years at Nandan Kamath's office, advising leading sports rights holders on IP, anti-piracy,

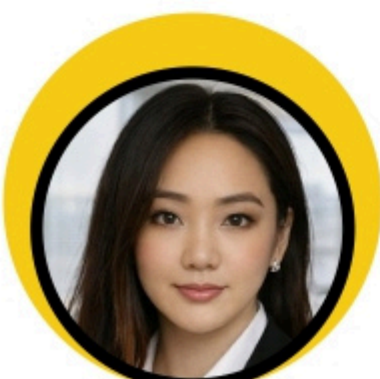
sponsorship and regulatory matters. After expanding into technology, media and telecommunications at Indus Law, he joined ITW Universe in 2023. Now DGM – Legal & Strategy, he has shaped engagements exceeding ₹600 crore, combining legal expertise, commercial strategy and people leadership to build scalable, business-enabling legal functions.



Anurag
Bhargava

ANURAG BHARGAVA is a CIPP/E-certified legal professional working at the intersection of law, technology, AI, and legal operations. As Product Counsel, he focuses on legal technology, AI evaluation, workflow automation, privacy, compliance, and technology-driven legal solutions. He also handles in-house legal matters, including contracts, regulatory compliance, research,

and business support. His experience reflects a commitment to making legal processes structured, efficient, and scalable. Having worked as a delivery rider during law school, Anurag developed a strong interest in employment and labour law, particularly workers' rights and access to legal assistance. He aspires to represent workers facing exploitation and unfair employment practices.



Aphune Kuvephulii
Kezo

APHUNE KUEPHULII KEZO is Legal Manager at JSW GMR Cricket Private Limited, with experience across dispute resolution, corporate and commercial law, and the evolving media and entertainment sector. Her professional journey reflects a distinctive understanding of the intersection between legal practice, commercial strategy, sports, and entertainment. Working within a dynamic

and rapidly transforming industry, Aphune brings a strategic and commercially oriented perspective to the legal challenges businesses face today. Her experience enables her to contribute meaningfully to conversations shaping the future of legal practice and business, while highlighting the increasingly diverse and influential role legal professionals play in navigating complex, fast-changing industries.

ABDULLAH BIN MANZUR is a Barrister of Gray's Inn and Advocate practising in Dhaka, Bangladesh, with over a decade of experience in dispute resolution and commercial practice. Called to the Bar of England and Wales in 2015, he leads Ruskin Global, his independent legal practice. His expertise includes international commercial arbitration, commercial litigation, contractual, banking, real

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Antonio
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Dr. Adarika
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Aniket
Gautam

ABDULLAH DANNON is a seasoned legal executive with over two decades of experience in corporate law, Islamic finance, regulatory affairs, infrastructure, port operations, concessions, and high-stakes negotiations. His international career includes DLA Piper and EY, with expertise in cross-border M&A, IPOs, restructuring, complex financing, and multiparty disputes. As Executive Legal Advisor to the President

of the Royal Commission for Riyadh City since 2021, he has led negotiations for the \$30 billion Riyadh Metro Project, resolving major disputes and saving billions in delay costs. He also led the legal structuring of Riyadh Foundation and the SAR 52 billion Al Qiddiya Express PPP. Previously, as General Counsel at Ports Development Company, he helped establish and expand King Abdullah Port.



Abdullah
Dannon

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Bharath Kumar
Daraboina

BHARATH KUMAR DARABOINA is an Associate Partner & Advocate at Prism Legal Associates. He earned his B.Tech in Electronics and Communication Engineering in 2005 and an M.S. in Computer Science in 2008, building a strong foundation in complex technical systems. He later completed his LL.B. in 2023 and was registered with the Bar in 2024. Combining

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Blaine
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Her expertise spans fintech regulation, blockchain and digital assets, Islamic finance, data protection, and complex cross-border contracts. Blaine is recognised for building legal departments, implementing strong governance and compliance frameworks, and translating evolving regulations into practical business solutions. She also mentors emerging legal talent and contributes to global fintech regulatory best practices.



Dikina
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Daraboina
Subramaniam Yadav

DARABOINA SUBRAMANIAM YADAV, With over 26 years of legal experience, Subramanyam Daraboina is a seasoned Advocate practising before the Supreme Court of India, the High Court of Telangana, and various subordinate courts across Hyderabad and Secunderabad. His extensive legal practice covers constitutional law, corporate law, service and administrative law, insurance, revenue matters, civil

disputes, and criminal law. Over the course of his distinguished career, he has developed broad expertise across diverse areas of law, handling complex legal matters and representing clients before multiple judicial forums. His multifaceted practice reflects a strong understanding of both civil and criminal law, supported by decades of courtroom experience and professional legal practice.



Fairaigle Legal
& Consultancy LLP

FAIRAIGLE LEGAL & CONSULTANCY LLP, is a professional legal and consultancy firm committed to delivering reliable, practical, and client-focused solutions to individuals, businesses, startups, and corporate organizations. Its experienced legal team provides services across corporate and property law, family law, litigation, contract drafting, dispute resolution, forensic and advisory services, consumer protection, and

regulatory compliance. Fairaigle upholds integrity, professionalism, and excellence while helping clients navigate complex legal challenges with confidence. Combining legal expertise with strategic insight, the firm delivers timely, transparent, and result-oriented solutions tailored to clients' unique needs, positioning Fairaigle as a trusted partner for comprehensive legal and consultancy services.

IREM ALTUNDAG is an Australian solicitor specialising in criminal and family law. She regularly appears before the Local Court and the Federal Circuit and Family Court of Australia, managing a diverse litigation practice that encompasses advocacy, complex legal drafting, and client advisory. Her professional interests extend to legal research, particularly at the intersection of

criminal and family law, where she seeks to contribute to evolving legal practice. Committed to advancing the profession, Irem engages in writing, mentorship, and innovation. Driven by a strong commitment to advocacy and access to justice, she continually develops her expertise while delivering practical, strategic, and client-focused legal solutions.



Irem
Altundag

JOSÉ MARIA CABRAL SACADURA is an international business lawyer with two decades of experience across leading US, UK, Benelux, and Iberian law and consulting firms. Throughout his career, he has advised asset managers, financial institutions, multinational corporations, entrepreneurs, and private investors on complex matters including corporate structuring, taxation, governance, and long-term business growth.

His practice combines extensive international experience with technical expertise and a pragmatic, commercially focused approach. He is skilled in navigating sophisticated legal and business challenges across multiple jurisdictions, providing strategic advice tailored to clients' objectives and helping them achieve sustainable growth while effectively managing legal, regulatory, and commercial considerations.



José Maria
Cabral Sacadura

JAI LODHA is Managing Partner of VSL Law Chambers and practises before the Rajasthan High Court, Jaipur Bench. He holds a law degree from Government Law College, Mumbai, an MBL from NLSIU, and certifications in Public International Law from The Hague Academy and Cyber Laws from the Asian School of Cyber Laws. His practice covers arbitration, taxation, mining, intellectual property, service, insolvency,

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Jai
Lodha

MELENTO is an AI-native legal-ops platform built around Collaborative Intelligence, combining AI and human judgment to turn contracts into business value. It automates repetitive work and provides legal teams with a connected, governed view across the contract lifecycle, from creation and negotiation to signature, obligations, and renewal. Unlike traditional CLM with AI added on, Melento embeds intelligence

throughout, offering configurable workflows, parallel reviews, obligation tracking, role-based access, native eSign, and invoice-to-contract checks. It helps legal teams recover revenue and identify overpayments. Trusted by 3,000+ enterprises and recognised by Forrester, Melento has helped organisations achieve up to 85% faster turnaround and double-digit revenue recovery.



Melento

MASHAEL ALFARSI is a Senior Executive with extensive UAE experience in real estate dispute resolution, litigation support, execution proceedings, debt recovery, contracts, and legal compliance. At Al Hamra Real Estate Development Company LLC and Al Bahri & Al Mazroui Group, she has supported complex matters before courts across Dubai, Ras Al Khaimah,

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Mashael
Alfarsi



Mohamed
Abdelgadir

MOHAMED ABDELGADIR is a seasoned legal professional and Head of Legal, whose career has been built through courtroom advocacy, arbitration, high-stakes negotiations, and trusted advisory roles. He has advised Boards, government and semi-government stakeholders, and high-profile individuals across Abu Dhabi, earning trust through consistently delivering results. His expertise spans M&A, commercial and maritime

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Mrs. Prerna
Kapoor

MRS. PRERNA KAPOOR is a corporate and public policy lawyer with over seven years of experience across government, consulting, and corporate sectors. She currently serves as Manager – Corporate and Government Affairs at JSW MG Motor India, leading regulatory strategy, policy advocacy, and stakeholder engagement with central ministries and state governments. An LL.M. graduate in Commercial and Corporate Law

from Queen Mary University of London, she has worked across digital governance, fintech regulation, EV policy, FDI approvals, and sustainability frameworks. Previously, she contributed to key initiatives at the Ministry of Electronics and Information Technology, including IT rule amendments and digital governance projects, bridging law, policy, and industry to advance sustainable, technology-driven growth.



Majed
Maimani

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years of legal experience, he previously provided legal oversight for major global sporting events, including Formula 1, Dakar Rally, Extreme E, Formula E, GT, and WRC, as Legal Manager at Saudi Motorsport Company. Majed holds a First-Class Honours Law degree, is pursuing a Master's in Law, and is an ICCGO, Certified Lawyer, and Saudi Bar Association member.



Nevin Jacob
Koshy

NEVIN JACOB KOSHY is a Partner and Head of the Patent & Design Department at UTMP's Dubai office, advising clients on patent and design strategy, filing, and prosecution across the MENA region. With 17 years of experience, he is a registered IP attorney in the UK and India and has overseen prosecution of more than 15,000–17,000 IP rights worldwide. His practice

covers contentious and non-contentious IP matters, providing pragmatic, commercially focused solutions. Previously a research scientist and IP consultant, he supported biotechnology innovation in the UK. An active member of leading international IP associations, Nevin has also served in AIPPI UAE leadership and received recognition from IAM and Asia IP.



Nizar
Ouelhazi

NIZAR OUELHAZI is a Senior Legal and Tax Policy Expert at Qatar's General Tax Authority, focusing on tax policy, legislative reform, international taxation, and modern tax frameworks. Previously, he founded and managed a tax and legal advisory firm in Tunisia, advising businesses and individuals on taxation and regulatory matters. He also supported the U.S. diplomatic mission in

Tunisia and taught international tax law at university level. His interests include tax certainty, investment competitiveness, dispute prevention, and taxation's role in economic development. A member of LCIA's Young International Arbitration Group, Nizar holds qualifications in Public Law and Business Law and follows emerging tax developments across the GCC.

RANJITH MOHAN is a Group Legal Counsel with over fourteen years of experience advising multinational organisations on complex legal, commercial, and regulatory matters across energy, logistics, maritime, infrastructure, and banking. His expertise spans corporate governance, cross-border transactions, M&A, commercial contracting, compliance, and strategic risk management. He advises on significant transactions and business-critical initiatives, helping

organisations navigate complex regulatory environments while aligning legal strategy with commercial objectives. His experience includes corporate growth, governance transformation, restructuring, and major projects across multiple jurisdictions. Passionate about the evolving legal profession, Ranjith embraces innovation, continuous learning, and technology to enhance legal service delivery while upholding governance, integrity, and excellence.



SAURABH MALHOTRA is a highly accomplished Indian-qualified lawyer and Solicitor of England & Wales (Non-Practice), with extensive APAC and South Asia experience in corporate-commercial law, competition law, compliance, investigations, anti-bribery laws, IPR, risk management, and HR legal matters. Since 2017, he has served as Regional General Counsel – South Asia at

Intertek, leading Legal, Risk & Compliance. Previously, he held legal roles with Syngenta, Intel, Infosys, and Wipro, and practiced with Andersen Legal (DSK Legal) and Singhania & Co. A trusted board advisor and IOD Lifetime Member, Saurabh has received multiple recognitions, including Forbes India Legal Powerlist and BW Legal World Top 100+ General Counsel.



SHAILJA CHANDRA is a legal professional with experience in corporate and commercial law, currently associated with Britannia Industries Limited. She adopts a business-oriented approach to legal advisory, supporting commercial objectives while effectively managing legal and regulatory risks. Her professional expertise and interests encompass contract management, corporate governance, regulatory compliance,

dispute management, and strategic business advisory. Shailja has also pursued executive learning at the Indian School of Business, demonstrating her commitment to continuous professional development. She is recognised for combining sound legal judgment with a practical understanding of business needs and stakeholder priorities, enabling her to provide commercially relevant legal guidance and contribute effectively to organisational objectives.



SOMA BAGARIA is associated with SKN Legal LLP, a boutique corporate law firm led by three partners, offering comprehensive legal and advisory services across corporate and commercial law, contracts, startups, joint ventures, investments, intellectual property, real estate, banking and finance, human resources, trusts, and transactional matters. The firm focuses on understanding each client's business and delivering practical,

responsive, and solution-oriented advice. Its diverse clientele includes individuals, entrepreneurs, startups, established businesses, financial institutions, and listed companies. SKN Legal LLP emphasises personalised attention, quality, integrity, and professional service, combining strong legal expertise with business-focused advice and international standards to provide efficient, reliable, and commercially relevant solutions.



SUJOY BOSE is an accomplished corporate legal and governance leader with over a decade of experience in corporate law, securities regulation, M&A, corporate governance, and enterprise compliance. As Head of Legal, Secretarial & Compliance at a publicly listed healthcare company in India, he advises the Board and executive leadership on complex legal, regulatory, and strategic matters. His experience includes IPO compliance,

strategic financing, M&A, cross-border documentation, regulatory investigations, PPP healthcare projects, and enterprise-wide compliance transformation. He has also led digital transformation through technology-enabled governance, contract lifecycle management, and compliance automation. Recognized across national and international legal platforms, Sujoy champions innovation, integrity, and governance excellence.





Shilpa Bhasin
Mehra

SHILPA BHASIN MEHRA based in the UAE for over 30 years, is a legal professional and independent legal consultant through her management consultancy firm, Focal. She has served as Head of Legal for global companies including Smit Lamnalco and Svitser, part of the Maersk Group, advising major corporations worldwide. Specialising in corporate law and contracts, she strongly

advocates alternative dispute resolution, particularly mediation. Following a near-death experience in 2003, she authored *All Battles Aren't Legal* and *Unapologetic*, sharing her experiences and life lessons. A lawyer by profession and author by passion, she champions diversity and inclusion and has received several awards for writing, resilience, legal excellence, and inspiration.



Shruti
Jain

SHRUTI JAIN, Group Chief Legal and Compliance Officer at Sterlite Group, leads the legal and compliance framework supporting its global energy transmission and infrastructure businesses. Her expertise ensures regulatory compliance while aligning legal strategies with business objectives across Global Products and Services, Power Transmission, and Renewable Energy. She oversees legal matters involving advanced conductors,

OPGW, power cables, intellectual property, global trade, and regulatory requirements across India, the U.S., EU, and emerging markets. Her leadership also addresses land acquisition, environmental clearances, litigation, and disputes for large-scale transmission projects. In renewable energy, she drives regulatory collaboration and legal strategy, supporting sustainable power integration and Sterlite's global energy transition.



Udit
Mehta

UDIT MEHTA is an accomplished corporate legal professional with over seven years of experience in corporate litigation, dispute resolution, insolvency law, and high-stakes investment transactions. As Senior Manager – Legal & Compliance at Equentia Financial Service Pvt. Ltd., he plays a key role in capital deployment by structuring, reviewing, and negotiating investment instruments, including share subscription

agreements, shareholders' agreements, and term sheets. His practice bridges courtroom advocacy and commercial strategy, handling significant matters before the Bombay High Court and National Company Law Tribunal (NCLT). Previously, Udit worked with prominent firms Crawford Bayley & Co. and Naik Naik & Company. He is recognised for strategic foresight, drafting excellence, and commercial pragmatism.



Tuhina
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TUHINA DEY is a Corporate Counsel at Amazon Leo, specialising in regulatory compliance, with 13 years of legal experience. A qualified LL.B. and Company Secretary, she previously served as Senior Legal Counsel at Concentrix, advising businesses on complex commercial, regulatory, and compliance matters. Her expertise includes regulatory compliance, commercial contract negotiations, technology, data protection, and

strategic legal advisory. She supports international operations, manages complex contractual arrangements, assesses legal and commercial risks, and partners with cross-functional teams to develop practical business solutions. Known for her pragmatic, collaborative approach and strong stakeholder management, Tuhina combines legal expertise, commercial insight, and problem-solving skills while advancing as a global in-house legal leader.



Vasiliki
Kanta

As a Partner at P. Kakkavas–V. Kanta Law Firm, **VASILIKI KANTA** brings extensive legal expertise across key practice areas, including litigation, real estate, banking, and finance. Her professional experience and sector-specific knowledge enable her to navigate complex legal and commercial matters with a strategic and practical approach. With a strong understanding of dispute resolution, property-related

matters, and financial transactions, she offers valuable insights into the evolving challenges faced by businesses and legal professionals. Her expertise makes her a valuable contributor to discussions among legal leaders on the future of corporate governance, dispute resolution, and cross-border legal frameworks in an increasingly interconnected global business environment.



Dubai

JASON CHONG WAI ZHE is the Principal of Zhe Chambers and an Advocate & Solicitor of the High Court of Malaya. He specialises in complex construction litigation, domestic and international arbitration, and CIPAA adjudication, representing local and international clients across the engineering, oil and gas, construction, and commercial sectors in high-stakes, multi-million disputes. Jason has acted and

assisted in both domestic and international arbitration proceedings under leading institutional rules, including SIAC, AIAC, HKIAC, AAA, and LCIA. His practice focuses on strategic dispute resolution, navigating technically complex claims and delivering commercially effective representation for clients involved in significant construction and commercial disputes across multiple jurisdictions.



Wai Zhe
Chong



Rights Of Foreign Heirs Under Bangladesh Law To Inherit Property Of Their Deceased Bangladeshi Parent



In the course of my practice, I encountered an interesting question concerning the inheritance rights of foreign nationals in respect of immovable property situated in Bangladesh. My clients were the children of a Bangladeshi national who had acquired immovable properties in Bangladesh but subsequently passed away abroad. Although his children were foreign citizens, held foreign passports, and had been born and raised outside Bangladesh, they were his lawful heirs. Nevertheless, the deceased's brothers and sisters in Bangladesh had, for years, prevented them from enjoying their father's share of the properties. The children had obtained a Succession Certificate from the District Judge's Court, Dhaka, and subsequently instituted a Title Suit seeking declaration of their title. During the proceedings, their entitlement was challenged principally on the ground that, being foreign citizens, they could not inherit their deceased father's properties in Bangladesh.

The question therefore arises: does foreign citizenship, by itself, disqualify a lawful heir from inheriting immovable property situated in Bangladesh?

Section 5(1) of the Succession Act, 1925 provides that succession to the immovable property in Ban-

gladesh of a person who has died shall be regulated by the law of Bangladesh, irrespective of where the deceased was domiciled at the time of death. Thus, in respect of immovable property situated in Bangladesh, the governing law is Bangladeshi law, rather than the law of the country in which the deceased happened to be domiciled at the time of his death.

The constitutional framework is also significant. Article 27 of the Constitution of Bangladesh guarantees equality before the law, while Article 28 prohibits discrimination on specified grounds. More importantly, Article 31 provides protection of law to "every other person for the time being within Bangladesh" and declares that no action detrimental to the property of any person may be taken except in accordance with law. While these provisions must be applied within their proper constitutional context, they reinforce the fundamental principle that a person's property rights cannot be denied arbitrarily or otherwise than in accordance with law.

In *Md. Saleh Ahmed v. Bangladesh*, 66 DLR (HCD) 251, the High Court Division observed that personal rights involving family and property are to be considered consistently with constitutional princi-

ples and relevant international human-rights standards. This provides further support for approaching questions concerning family and proprietary rights through the lens of legality and equality, rather than nationality alone.

An important Appellate Division authority is *Chairman, RAJUK v. Manzur Ahmed and others*, Civil Appeals Nos. 81–83 of 2014, judgment dated 2 August 2016. The case concerned Mrs. Inge Flatz, an Austrian national who had been allotted Plot No. 6, Block NW(H), 159, Gulshan Avenue, by the then Dhaka Improvement Trust in 1965 and who retained her Austrian nationality. Following her death, the Appellate Division considered, among other matters, issues relating to her foreign nationality, her property in Bangladesh, foreign legal documents, her heirs/legal representatives and related foreign-exchange questions. The case is significant because it demonstrates that foreign nationality does not, by itself, extinguish a proprietary interest in immovable property situated in Bangladesh, and that Bangladesh courts may recognise and adjudicate proprietary and succession-related rights notwithstanding the foreign nationality of the person concerned. More broadly, the factual and legal treatment of Mrs. Flatz's interests demonstrates that Bangladesh courts have recognised and adjudicated proprietary rights and succession related questions concerning property in Bangladesh notwithstanding the owner's foreign nationality.

Importantly, neither the Succession Act, 1925, nor the Transfer of Property Act, 1882, contains a general prohibition preventing a foreign national from succeeding to immovable property in Bangladesh solely by reason of that person's foreign citizenship. The Citizenship Act, 1951, which principally regulates citizenship, does not itself establish a general rule extinguishing inheritance rights upon acquisition of foreign citizenship. Questions of succession may, of course, remain subject to the personal law applicable to the deceased and to any specific statutory or regulatory restrictions governing particular categories of property.

Accordingly, foreign citizenship should not, in itself, be treated as a bar to inheritance of immovable property in Bangladesh by the lawful heir of a deceased Bangladeshi national.

The same principle also warrants consideration where the deceased himself had ceased to be a

Bangladeshi citizen during his lifetime. Subject to any applicable statutory or regulatory restriction, renunciation or loss of citizenship would not, without more, necessarily extinguish a proprietary interest in immovable property lawfully acquired in Bangladesh before such renunciation or loss. Citizenship and proprietary rights are distinct legal concepts and should not be conflated without clear statutory authority.

Reference may also be made, by way of comparative jurisprudence, to the approach adopted by the Indian courts concerning the ability of non-residents and foreign nationals to succeed to property situated in India. In *Re: Kanji Abdul Rasul* 54 CWN 826, (1951) ILR 1 Cal 574, the Calcutta High Court held that an

Indian court has jurisdiction to grant a succession certificate in respect of the property of a deceased person who had no fixed place of residence in India, if his property or any part thereof is situate within the jurisdiction of that court and the fact that the deceased was a non-resident foreigner is no bar to the grant in such a case. In the case of *Re: Muslim Siddiqui and Ors.* 2007 (1) ADJ 395, 2007 (66) ALR 251, the

High Court of Allahabad held that a person resident outside India can hold immovable property acquired by way of inheritance from a person resident in India as per the provisions of Section 6(5) of the Foreign Exchange Management Act, 1999 and that there is no legal prohibition in acquisition of property in India by a foreign national by inheritance. If any permission is required, the same may be obtained as soon as the right to hold the property fructifies.

Therefore, the prevailing legal framework and the available jurisprudence provide a strong basis for the proposition that citizenship should not be conflated with succession rights, and a lawful heir should not be deprived of inherited property in Bangladesh merely because that heir is a foreign national.

The Citizenship Act, 1951, which principally regulates citizenship, does not itself establish a general rule extinguishing inheritance rights upon acquisition of foreign citizenship.



ABDULLAH BIN MANZUR
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Managing Partner,
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The General Counsel as a Strategic Architect: From Legal Risk Management to Enabling Transformation



The role of the General Counsel is undergoing a fundamental transformation. Legal expertise remains the foundation of the profession, but in an increasingly complex environment shaped by large-scale infrastructure investment, technological change, evolving regulation and sophisticated stakeholder relationships, it is no longer sufficient on its own.

The modern General Counsel must increasingly operate as a strategic architect - someone who understands an organisation's ambitions and helps design the legal, regulatory, contractual and governance structures necessary to turn those ambitions into reality.

This requires a fundamental shift in mindset. The question is no longer simply, "What does the law allow us to do?" It is also, "What are we trying to

achieve, what stands in our way, and how can we develop a solution that is legally sound, commercially viable and capable of being implemented?"

My experience across corporate law, M&A, Islamic financing, IPOs, ports and concessions, greenfield developments, EPC and O&M arrangements, PPPs, infrastructure, healthcare, biotechnology and government transformation has reinforced one fundamental belief: the most effective General Counsel is not simply a guardian of legal risk; he is a strategic partner who helps the organisation navigate complexity and achieve its objectives.

Understanding the Business Behind the Law
Strategic legal leadership begins with understanding the business.

Complex projects rarely fail because of a single legal provision. They become difficult when legal, technical, commercial, financial and operational considerations become disconnected. The General Counsel therefore needs to understand the substance of the project rather than operating solely through legal documents.

My experience with Riyadh Metro provided a powerful illustration of this principle. I was involved in resolving major claims and disputes arising from the construction and operation of the project, involving three global construction consortiums and claims amounting to tens of billions of dollars. Effective resolution required much more than analysing contractual rights and obligations. Before sitting down to negotiate, I needed to understand the technical, engineering, programme and operational issues underlying the disputes. I needed to understand what had actually happened, why it had happened, how different events interacted and what their consequences were.

That level of understanding fundamentally changed the nature of the legal discussion. Rather than treating the dispute simply as a contest between contractual positions, it became possible to

identify the genuine areas of disagreement, distinguish substantive issues from negotiating positions and work towards commercially sustainable settlements.

The broader lesson is simple: a General Counsel cannot effectively advise on a business without understanding the reality behind the business and the middle ground where disputing parties can meet.

Details Matter - But Strategy Must Never Be Lost

I have always been highly hands-on. I believe that details make the difference. In complex transactions, disputes and projects, a seemingly minor contractual provision, technical assumption or operational dependency can ultimately have a significant financial or strategic impact. Effective legal leadership therefore requires a willingness to engage deeply with the facts and understand matters at a granular level.

But attention to detail should never come at the expense of strategic perspective.

In significant disputes, I have always tried to identify what I describe as the “top line” and “bottom line.” The top line represents what the organisation

In significant disputes, I have always tried to identify what I describe as the “top line” and “bottom line.” The top line represents what the organisation ultimately needs to achieve.

ultimately needs to achieve. The bottom line represents the boundaries within which an acceptable solution must be found.

Once those parameters are understood, the legal, technical and commercial analysis becomes a means of finding the best route between them.

This approach creates flexibility without compromising strategic discipline. It allows the General Counsel to remain

close enough to the detail to understand what is really happening, while remaining sufficiently focused on the broader objective to know what ultimately matters.

Creating Frameworks Where There Is No Playbook

The strategic role of the General Counsel becomes even more important when organisations pursue transformational projects for which there is no established legal or regulatory template.



In such circumstances, the lawyer is not simply interpreting an existing framework. The lawyer is helping to design the framework itself.

At the Royal Commission for Riyadh City, I have been involved in developing legal, regulatory and governance frameworks for major initiatives forming part of Riyadh's transformation. These include Riyadh Foundation, public transport operations and assets, Riyadh Medical City and Riyadh Biotech City, as well as initiatives designed to attract leading global healthcare institutions to Riyadh.

These assignments require a different type of legal thinking. There is often no ready-made template that can simply be adopted. The challenge is to understand the strategic objective, identify the regulatory constraints, engage with multiple government and commercial stakeholders and develop a framework capable of supporting the objective over the long term.

The objective is therefore not simply to produce a legally compliant document. It is to create a framework that can actually operate.

This is particularly important in large-scale transformation programmes, where government entities, investors, financiers, contractors, operators

and other stakeholders may have different objectives and risk appetites. The legal architecture must bring those interests together sufficiently to allow the project to move forward.

Contracts Should Enable Value, Not Simply Allocate Risk

The same principle applies to major infrastructure and PPP transactions.

In Al Qiddiya Express Project, one of the Kingdom's pioneering infrastructure PPPs, I was involved in structuring the legal and contractual framework across procurement, delivery and long-term operation. This included the interface between EPC-F and PPP arrangements, early termination and compensation mechanisms, security and guarantees, risk allocation, project financing and core project documentation.

A sophisticated contract should do more than protect an organisation against adverse outcomes. It should create the incentives and mechanisms necessary for the project to succeed - bankability is one of the success factors of concern.

This means understanding commercial risk allocation. Which party is best placed to manage a

This is particularly important in large-scale transformation programmes, where government entities, investors, financiers, contractors, operators and other stakeholders may have different objectives and risk appetites.



particular risk? What incentives will encourage the desired behaviour? What happens if assumptions change? How can contractual flexibility be preserved without creating unacceptable exposure?

Earlier in my career, as General Counsel of Ports Development Company, I was involved in the establishment and development of King Abdullah Port, a SAR 15 billion greenfield project. My responsibilities included major concession arrangements, infrastructure agreements and financing. Among the initiatives was a revenue-sharing model designed to combine guaranteed fees with participation in future revenue growth.

The underlying philosophy remains consistent: good legal structuring should create value while managing risk – taking manageable risk.

The General Counsel as a Bridge Between Disciplines

Perhaps the most important characteristic of the strategic General Counsel is the ability to operate across disciplines.

The future legal leader will increasingly interact with engineers, financial advisers, project managers, regulators, technology specialists, investors and operational teams. Legal expertise remains the foundation, but it must be complemented by curiosity and a willingness to understand other disciplines.

As routine legal work becomes increasingly automated by utilizing new technologies, the value of the General Counsel will increasingly lie in judgement, strategic thinking, negotiation, stakeholder management and the ability to understand complex problems in context.

Future-Proofing the General Counsel

Future-proofing does not mean attempting to predict precisely what the next five or ten years will look like. It means developing the capacity to respond effectively when circumstances change.

For the General Counsel, this requires continuous learning, broad business exposure and a willingness to challenge established approaches.

It also requires maintaining a balance between two qualities that can sometimes appear contradictory: attention to detail and strategic perspective.

The General Counsel must be sufficiently close to the detail to identify risks and opportunities that others may overlook, but sufficiently strategic to understand which details actually matter to the organisation's ultimate objective.

That is increasingly the difference between a legal function that merely responds to events and one that helps shape them.



From Guardian to Architect

The evolution of the General Counsel is therefore not about moving away from the traditional responsibility of protecting the organisation. It is about expanding that responsibility.

The General Counsel remains a guardian of legal integrity, but increasingly also becomes an architect of strategy, a facilitator of investment, a problem solver, a negotiator and a partner in transformation.

The strongest legal leaders will be those who can move comfortably between the boardroom and the technical meeting, between the contract and the commercial model, and between the regulatory framework and the operational reality.

Ultimately, the measure of strategic legal leadership is not how many risks the lawyer identifies. It is whether the lawyer can help the organisation understand its risks, plan for mitigations, make informed decisions and move forward with confidence.

That is where I believe the future of the General Counsel lies: not simply in advising on what the organisation can do, but in helping design how it can be done.



**ABDULLAH ANWAR
DANNON**

LLM General Counsel,
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A photograph showing two business people in dark suits shaking hands over a laptop. The laptop screen displays a bar chart. On the desk, there are several documents with colorful charts and graphs. The background is slightly blurred, showing an office environment with windows.

General Litigation and Dispute Resolution: Protecting Rights Through Strategic Legal Action

As India continues to evolve as a major economic hub its legal system plays a pivotal role in the global litigation and dispute resolution landscape . Though the Indian legal system has undergone significant reforms ,it continues to grapple with a substantial case backlog. In every society, disputes are inevitable. Whether arising from commercial transactions, contractual obligations, property ownership, employment relationships, family matters, or consumer grievances, conflicts often have significant legal and financial consequences. While many disputes can be resolved through negotiation, others require formal legal intervention to ensure justice and protect the rights of the affected parties. This is where the practice of general litigation and dispute resolution plays a vital role.

The Indian legal system has seen various developments to meet these challenges .Building

on the innovations of the pandemic era , Indian courts have embraced technology driven solutions for case management , virtual hearings , and digital filings . The E-courts mission mode project phase III (2024) expanded e filling and virtual hearings , with over 80% of District courts in India adopting digital platforms by mid 2025. General Litigation a detailed understanding General litigation refers to the legal process through which disputes are resolved before competent courts. It begins with identifying the legal issues, gathering evidence, drafting pleadings, filing the appropriate proceedings, and representing clients throughout the litigation process until a final judgment or settlement is achieved.

A litigation lawyer performs much more than courtroom advocacy. Effective legal representation starts with understanding the client's objectives, assessing legal risks, evaluating evidence, advising



on available remedies, and developing a comprehensive legal strategy. Every case demands careful preparation, legal research, procedural compliance, and persuasive advocacy.

One of the pillars of the Indian legal system is integrity. India's judiciary is independent, with judicial appointments managed through the collegium system of the Supreme Court. The integrity of legal processes is safeguarded by various anti corruption laws, including the Prevention of

Corruption Act 1988 and oversight bodies such as the Central Vigilance Commission (CVC) The Importance of Early Legal Intervention One of the most common mistakes individuals and businesses make is delaying legal consultation. Many disputes escalate because parties fail to seek timely legal advice. Early intervention often helps preserve valuable evidence, protects legal rights, and creates opportunities for negotiated settlements before relationships deteriorate beyond repair.

A competent legal professional evaluates both the strengths and weaknesses of a case. Sometimes, pursuing litigation may be the appropriate course of action. In other situations, an amicable settlement may provide a faster, more economical, and commercially sensible solution. The objective is not merely to initiate litigation but to resolve disputes in the most effective manner possible.

The Litigation Process:- The Indian courts operate in a well structured hierarchy established under the

constitution of India , with the Supreme Court (the apex court) presiding over the High courts across the states of India , and the High courts presiding over the various District Courts in each such state . As per Article 141 of the constitution the law declared by the Supreme court is binding on all courts within the territory of India , ensuring that there is concise flow of adjudication and that the integrity of decision is maintained and reflected in the judgements.

Although every matter is unique, the litigation process generally involves several stages.

Initially, the lawyer studies the facts, documents, and legal issues. This is followed by issuing legal notices where necessary, attempting pre-litigation negotiations, and assessing available remedies. If settlement efforts fail, appropriate proceedings are instituted before the competent court or tribunal. Pleadings are exchanged, evidence is produced, witnesses may be examined, legal arguments are presented, and the court ultimately delivers its judgment.

Depending upon the outcome, parties may pursue appellate remedies before higher judicial forums. Throughout this process, procedural compliance, strategic planning, and timely action significantly influence the final result.

Alternative Dispute Resolution: A Modern Approach The use of Alternative Dispute Resolution is far from a novel concept . For years , ADR has proven to be an effective mechanism for resolving disputes across various domains .Today , an increasing number of companies and individuals are turning to ADR methods , particularly arbitration , to handle business and workplace disputes . The versatility and cost effectiveness of ADR have led to its widespread adoption , making it an indispensable tool in the modern legal landscape.

Mediation allows an independent mediator to facilitate negotiations between parties without imposing a decision. It preserves relationships and encourages mutually acceptable solutions.

Arbitration involves submitting disputes to an impartial arbitrator whose decision is generally binding upon the parties. Arbitration is particularly popular in commercial contracts due to its flexibility, confidentiality, and efficiency.

Conciliation enables a neutral conciliator to actively assist parties in reaching an amicable settlement by proposing practical solutions.

These mechanisms reduce litigation costs, minimize delays, preserve business relationships, and offer greater confidentiality than traditional court proceedings.

Commercial and Corporate Dispute Resolution Businesses operate in increasingly complex legal environments where contractual obligations, regulatory compliance, shareholder rights, intellectual

DAY 2: 10th September 2026 (Thursday)

AGENDA

LTW Dubai 2026 - Converging Borders: Navigating the New Frontier of
Global Trade and Digital Law

11.00AM - 11.30AM : TEA & NETWORKING BREAK

A curated pause where refined conversations over tea turn into powerful alliances—enabling legal professionals to exchange insights, forge strategic collaborations, and expand influence beyond borders.

11:30AM - 12:10PM: GC POWER PANEL: Future-Proofing the In-House Team: Talent, Culture, and the Four-Day Work Week

- ❖ Implementing a successful Legal Technologist Apprenticeship Program.
- ❖ A Global GC's experience with a flexible/decentralized legal team model.
- ❖ Using neuro-linguistic programming (NLP) training to enhance lawyer-to-business communication.
- ❖ **5+ Minutes:** Q&A session & Speakers Certifications



AHMED NAGY

Senior Legal Counsel,
Emirates Islamic



AKEF KHOURY

Head of Legal, ETG



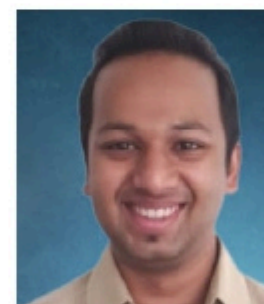
SALONI TUTEJA

Head of Legal & Compliance,
Servier Middle East



CHINAR JETHWANI

Company Secretary (Global
Compliance & Legal Affairs),
Varun Beverages Limited



SUJOY BOSE

Head- Legal, Secretarial
and Compliance at Krsnaa
Diagnostics Limited



Are We Expecting Too Much of Our CLMs?

Having worked with engineers for most of my career, I think they've started to rub off on me — especially now that AI is empowering everyone to become builders. I've always admired how engineers go after a problem statement without inhibition. How they turn seemingly complex processes into clicks and dashboards is nothing short of magic, and while the rest of us are essentially catching up with them, they just build. They build without fear of what might break.

Lawyers are trained from the other end of the spectrum. Risk sits at the forefront of every solution we think of. Perhaps that's the reason why most legal tech also focuses on exactly that — risk. Whether it's a tool meant to augment research, e-discovery, or day-to-day contract volume, the focus is squarely on risk mitigation: tools that visualize the organization's risk appetite in neat data stacks so we can make seemingly more informed decisions, dashboards that watch for unhealthy patterns needing attention, reports designed to reassure us that nothing is slipping. And honestly, that's the right focus. Legal tech should focus on legal risk.

But after spending more than a decade with engineers, and more recently at a flourishing tech startup, I wonder if there are simpler tech solutions — or at least a builder's mindset — that could help me manage the risk in my day-to-day operations instead. The risk of a missed deadline. A conversation lost in an email or chat thread. No real visibility into a team's bandwidth — is one person carrying the load while another goes underused? Even with all the swanky tools at our disposal, we're still asked the same questions. Why does sending something to legal feel like a black hole? What's our actual turnaround time on requests? Is the team responsive? Is it actually delivering against the process we said we'd follow? And what about the legacy data — how many times have we reorganized it, and it's still tedious to trace the one document we need when we need it?

As in-house counsel, we're constantly playing catch-up with what the business needs. That's not a flaw in the team — it's structural. The business cannot stop to ask legal's permission before it ships, prices, hires, or partners, nor should it. It's in the natural order of things that legal joins the conversation last. However, to be true business partners, we need to find more advanced ways not just to keep up with business so that we don't become blockers at the 11th hour, but more importantly, to help drive decisions.

Ask a legal tech vendor for a solution and the answer is always the same: onboard your team onto our platform, and all your problems will be over. To be

fair, the platform delivers what it promises. It tracks the right metrics to answer these questions — how long a request sat in each status, recurring reports on upcoming deadlines like opt-outs and renewals, and increasingly, conversational AI so you can “talk to your contracts” too. But even with all of that, we're still answering the same fundamental questions every single morning. Who's working on what? Is anything at risk of slipping through the cracks? Is something happening in the business right now that I should be interjecting on, before it becomes a legal problem instead of a business decision?

So isn't it time to look at these problems simply as operational issues, and not “legal ops” issues?

That small shift in lingo has helped me get past a wall we tend to build around legal operations — the wall that separates us from the rest of the organization because we're the risk function, and because being the risk function convinces us we need to operate and think differently about our operational issues.

What if the legal function opened itself instead to tech that simply solves for operations? What's coming in, what's the SLA, who was it assigned to, are there recurring questions with repeatable answers that could be automated, are there processes with predictable, repeatable tasks that don't need a human touch every time? Whether you're experimenting with foundation models, building agents, or finding other ways to automate your processes — once you start looking for simple tech solutions (not even AI particularly), we may open ourselves to opportunities we didn't even know existed. Every legal team already has the raw material an engineer would kill for — years of the same requests, the same bottlenecks, the same questions asked every Monday morning. An engineer would call that a training set. We've been calling it a burden. The shift isn't asking legal to become more technical — it's asking us to notice that the problems before us are just the training set we need to build systems the way we'd like them to be.



ANJALI SHEORAN
Director Legal,
Atlan Technologies
Private Limited.



Drafting shifts with it. A firm writes for a dispute that may never occur. In-house you write for a tour manager reading clause 14 off a phone in a venue corridor, with no lawyer within reach. An obligation nobody can understand is not an obligation.

Research acquires a different finishing line. In practice, you stop when the answer is complete. In-house, you stop when the business can move, and you say plainly which parts you would revisit given another day. Both are forms of rigour. Only one of them is priced against a window that closes.

The Contract Ends Where the Deal Begins

I moved in-house for one reason. I wanted to be responsible for the deal rather than the document. It did not take long to learn that these are not two versions of the same job.

In a firm, the unit of work is the contract. Inside a business it is the deal, and the contract is one artefact of it. Almost everything else follows from that.

The familiar complaint that private practice obstructs business is easy and wrong. A firm is a profit centre engaged to hold a position, and it does not live with the consequence of the deal working. Its instinct for the airtight document is the discipline of someone paid to be unsentimental about what words will do at two in the morning when a broadcast is being pulled. In-house you need every bit of that discipline, and it is still not sufficient. Nobody is grateful for a flawless agreement for a deal that died waiting for it.

Legal is a cost centre in the accounting sense, and a hard function to measure, because it is judged on what did not happen. No one circulates a note about the dispute that never came. The case for the function has to be made anyway, in the language of the people who allocate budget.

Negotiation is where the two lives diverge most sharply. In practice you advise on risk; in-house you allocate it, and you are still standing there when it lands. The counterparty pool is small in this industry. The agent across the table today represents the artist you need next season, which should change what you press and what you release.

Then there is the team, which stops being lawyers. It is finance, sales, marketing, production, and a colleague who has already committed to something on a call you were not on. You carry responsibility without command, so the only currency that matters is whether people bring you bad news early. People management is not adjacent to this role. It is the role.

What you receive in exchange is the vantage. An idea becomes a term sheet, a term sheet a contract, a contract revenue. You watch the whole arc, and somewhere in it you learn how much of a deal's success had nothing to do with your drafting.

Then AI. More than half of in-house counsel globally now use generative AI, and in the United States adoption more than doubled in a single year, with the largest reported gains in drafting and research. Those are the tasks the billable hour prices most reliably, and the tasks on which all of us built judgment, slowly and badly, at a junior desk with comments in the margin. The efficiency argument is over. Where judgment will come from once that apprenticeship has been automated remains unanswered, by firms and legal departments alike.

The next decade will not sort us by where we sit. It will sort us by whether we can tell a risk from an obstacle, and whether we will say which it is while the room is still waiting.



ANKIT SURI
DGM – Legal &
Strategy, ITW Universe,
ITW ARC



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Title Retention, Maritime Liens, and the Bunker Supplier's Dilemma

Navigating Legal Risk in Physical Bunker Trading

Few contracts look simpler on paper than a bunker supply agreement: a supplier delivers marine fuel to a vessel, the buyer pays, and the ship sails on. In practice, the bunker trade sits at the intersection of sale of goods law, maritime lien doctrine, and cross-border insolvency risk, and few episodes exposed that complexity more starkly than the collapse of OW Bunker in 2014. A decade on, the legal architecture that traders and suppliers rely on to recover unpaid bunker debt remains fragmented across jurisdictions, and the commercial consequences of that fragmentation are still being felt across the industry.

The Res Cogitans Legacy

When OW Bunker collapsed owing hundreds of millions of dollars, physical suppliers, intermediate traders, and shipowners found themselves competing for the same barrels of fuel already burned in a vessel's engines. The resulting litigation, culminating in the UK Supreme Court's decision in *PST Energy 7 Shipping LLC v OW Bunker Malta Limited* (The Res Cogitans), forced courts to confront a question the industry had long assumed was settled: is a bunker supply contract truly a contract of sale?

The Supreme Court held that where a contract permits the buyer to consume fuel before payment, and title never definitively passes because retention-

of-title clauses are common, the arrangement is not a straightforward sale governed by the Sale of Goods Act. Instead, it is a sui generis contract: a permission to consume, coupled with a promise to pay, that falls outside statutory implied terms on title and quality. For bunker traders, the practical effect was significant. It confirmed that standard retention-of-title clauses, on which suppliers had relied for decades as security, offer little protection once fuel has been irretrievably consumed. The clause survives on paper; the asset it purports to secure no longer exists.

Maritime Liens: A Patchwork, Not a Standard

The second layer of complexity is jurisdictional divergence over maritime liens. In the United States, the Commercial Instruments and Maritime Liens Act has historically granted suppliers of necessities, bunkers included, a maritime lien enforceable directly against the vessel, regardless of who ordered the fuel or whether the shipowner ever saw the invoice. That lien travels with the ship and can be enforced through arrest in rem, making US ports a natural venue for creditors chasing unpaid bunker debt.

English law, and most Commonwealth jurisdictions that follow it, take a markedly different approach. There is no common law maritime lien for necessities. Suppliers instead rely on a statutory right of action in rem under the Senior Courts Act,

which typically requires the person who ordered the bunkers to remain the owner, demise charterer, or otherwise personally liable in relation to the vessel at the time proceedings commence. Where bunkers were ordered by a time charterer rather than the registered owner, as is common in the physical supply chain, the shipowner's vessel may not be arrestable at all, leaving the supplier as an unsecured creditor of an insolvent intermediary. Singapore, the UAE, and other Gulf and Asian jurisdictions sit on their own points along this spectrum, with local statutes and case law that traders active across multiple regions must track individually rather than assume a single global standard applies.

This patchwork matters commercially, not just academically. A trading house delivering fuel in Fujairah, Singapore, and Rotterdam within the same week is, in effect, operating under three distinct security regimes for the same category of debt. Contractual drafting cannot fully harmonise that divergence, but it can be structured to reflect it.

Practical Risk Mitigation in a Fragmented Regime

Given the limits of title retention once fuel is consumed, and the uneven availability of maritime lien or arrest remedies, credible risk management in bunker trading increasingly rests on measures taken before delivery rather than legal remedies pursued after default. Robust counterparty due diligence, including verification of who is actually ordering the bunkers, owner, disponent owner, or charterer, remains the first line of defence, since that determination often decides whether an in rem claim will later be available at all. Clear identification of the contracting party on delivery documentation, bunker delivery notes, and invoices reduces later disputes over privity.

Credit terms calibrated to counterparty risk, supported where appropriate by parent company guarantees, letters of credit, or payment security from charterers rather than reliance on the vessel alone, shift risk away from a remedy that may prove illusory. Jurisdiction and governing law clauses should be chosen deliberately, with an understanding of where the vessel is likely to trade and where arrest, if needed, would realistically be pursued, rather than defaulting to a single template clause across all regions. Fuel quality documentation aligned with ISO 8217 standards, properly sampled and retained, protects against a different but related risk: quality disputes that can independently justify non-payment and complicate lien enforcement.

Insurance products covering bunker debt risk have also matured since 2014, and increasingly form part of a considered credit strategy for suppliers and

trading houses operating at scale across multiple discharge ports.

An Emerging Trend: Documentation as the New Security

If the OW Bunker collapse taught the industry anything, it is that legal remedies against a vessel or a counterparty are only as strong as the documentary trail that supports them. Regulators and industry bodies have responded with greater emphasis on standardised bunker delivery documentation, digital verification of quantity and quality at the point of delivery, and clearer contractual identification of contracting parties. For trading houses, this is not merely a compliance exercise. It is the practical substitute for the legal certainty that maritime lien law has historically failed to provide on a consistent, cross-border basis.

Sanctions compliance has added a further legal dimension to bunker delivery in recent years, with counterparty and vessel screening now sitting alongside credit and quality checks as a precondition to safe delivery, particularly in regions with dense transshipment and ship-to-ship activity.

Conclusion

Bunker supply sits in a genuinely unusual legal space: a high-value, high-frequency commodity transaction where the underlying goods are typically consumed within days of delivery, where title retention offers only theoretical protection, and where the strength of a supplier's ultimate remedy depends heavily on the port of arrest and the jurisdiction chosen at the outset. For trading houses operating across the Middle East, Asia, and beyond, the lesson of the past decade is not that legal remedies are unavailable, but that they are uneven, and that commercial discipline at the point of contracting does more to protect a bunker debt than any remedy pursued after the fact. As the industry continues to digitalise documentation and standardise delivery evidence, the gap between commercial practice and legal certainty is narrowing, but it has not closed. Understanding exactly where that gap remains, port by port and jurisdiction by jurisdiction, is what separates disciplined bunker trading from exposed bunker trading.



ANTHI S. TSIGKOU
General Counsel –
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Beyond Automation: The Human Judgment Behind Legal AI

I am often the lawyer in a room full of AI engineers. And one thing that experience has taught me is that the hardest part of legal AI is not getting a model to produce an answer. It is determining whether that answer deserves to be trusted.

On the surface, a legal problem can look like a puzzle. Identify the rule, arrange the facts, and arrive at an answer. But anyone who has actually worked with law knows that it rarely works that neatly. Law is structured, but its application depends heavily on context. Facts matter. Interpretation matters. Jurisdiction matters. Even the date on which a proposition was true can matter.

That creates a rather interesting challenge for AI. A legally plausible answer is not necessarily a legally reliable answer. An AI system can produce a confident, authoritative sounding answer and still get something important wrong. A citation may exist, but does it actually support the proposition? Is it the right authority? Is it from the right jurisdiction? Is it

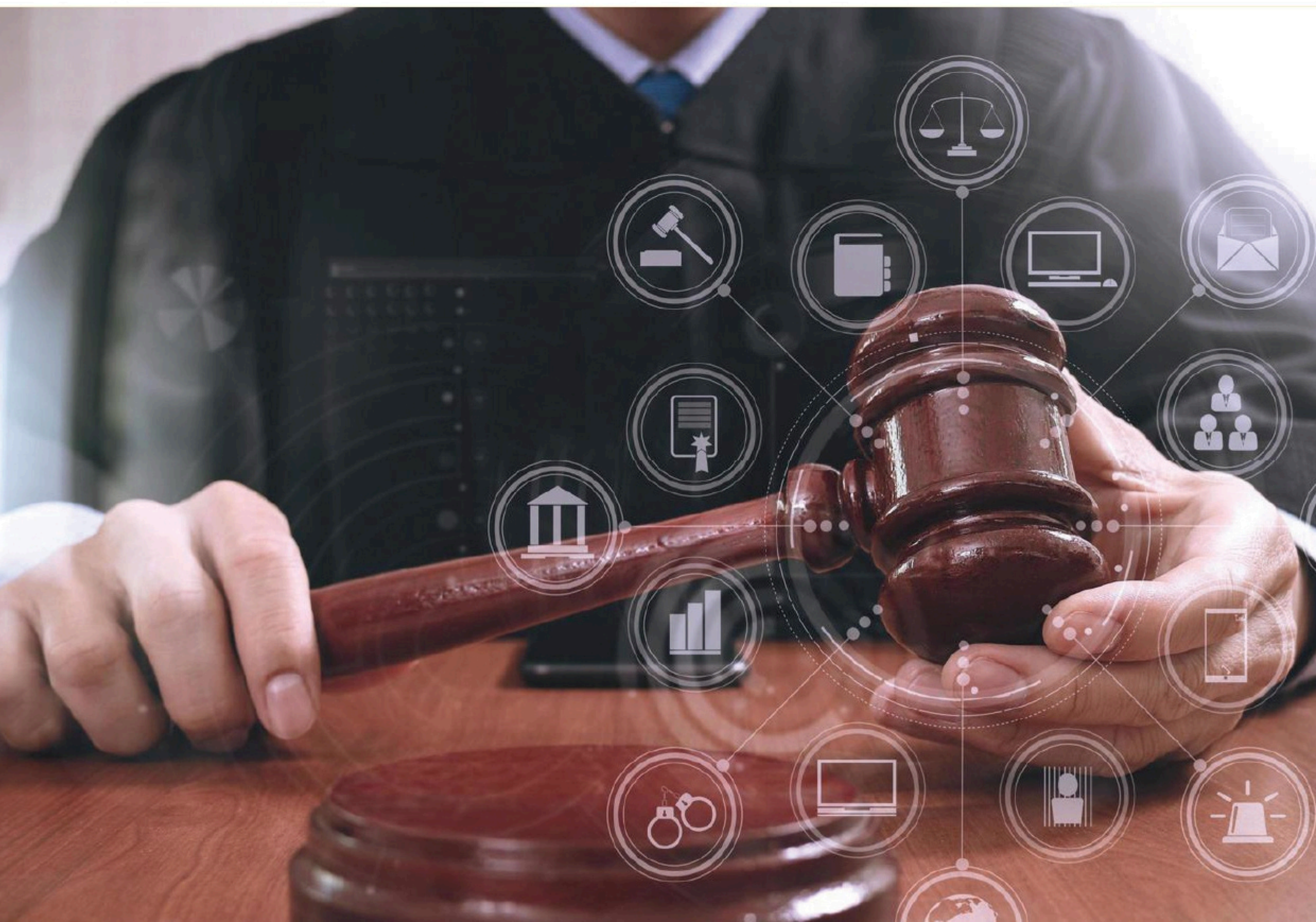
still good law? Has the system understood the factual context in which that authority applies?

These are not always questions that can be answered by checking whether the output looks correct. They require judgment.

The Human Is More Than a Reviewer

We often hear about keeping a “human in the loop” when discussing responsible AI. In legal technology, I think that human has a much more important role than simply reviewing or approving an AI generated result.

A lawyer brings context that cannot always be reduced to a set of rules. They can question an output, recognise an edge case, understand the practical consequences of an interpretation, and assess whether a technically plausible answer is actually reliable enough to be used. This becomes particularly important because the legal world is, understandably, risk averse. Legal questions do not always have one perfectly obvious answer. There





can be multiple legally defensible interpretations, but they may not carry the same level of risk. The more important question is therefore sometimes not simply, “Is this answer right?” but, “How comfortable are we relying on this answer, given what is at stake?”

That is where risk management becomes part of legal AI evaluation. The human is therefore not just a quality control layer. Human judgment is part of what makes the system useful.

This is also what has shaped the way I think about my own transition from law into product management. I am often asked why I chose product management over more traditional legal work. I have asked myself the same question too, especially during moments when I wondered whether stepping away from conventional legal practice would affect my relevance to the legal profession. But I trusted my instincts and, fortunately, had some genuinely kind people who encouraged me to take the leap and gave me the opportunities to make that leap possible.

One of the biggest things product management has taught me is how to think structurally. It forces you to think in terms of systems, scale and measurability. You learn to look beyond whether something works once and start asking whether it can work consistently, at scale, and for different users and circumstances. That way of thinking has changed how I look at legal AI as well.

It is not enough for a system to produce a good answer once. We need to understand how it performs across different facts, authorities, jurisdictions and edge cases. We need to know where it performs well, where it struggles, and how much confidence we should place in its output.

Where the Real Value Lies

I had placed my bet on AI entering the legal profession when I was in college. It is now clear that AI is finding its place in legal work and changing how lawyers approach many of their everyday challenges. But I think the more interesting question is not how much technology can do on its own.

It is whether we can build systems that lawyers can reliably work with. Building an AI prototype is increasingly accessible. Building one that can be trusted in real legal workflows is much harder, because in law, being wrong is not always the only problem. Sometimes the more difficult problem is being almost right. An answer can sound convincing, contain a real citation, and even appear legally plausible, while still being unsuitable for the facts or the risk involved.

That is why I believe the real test for legal AI is not whether it can produce an answer. It is whether we understand when to trust that answer, when to question it, and when the facts demand a different judgment. Perhaps that is where the real value of legal AI lies, not in removing judgment from the process, but in building systems that give lawyers better information to exercise it.



ANURAG BHARGAVA
Product Counsel,
Legalgraph Ai

Beyond Boilerplate: A Commercial Theory Of Contractual Risk Allocation Under Indian Law



Commercial contracts are frequently referred to as instruments through which the various parties make reciprocal promises. However, this description is incomplete. In the case of complex transactions, the contract mainly serves as a framework for distributing uncertainty; it decides which party has to suffer the effects of delay, changes in regulation, defective performance, claims by third parties, market disruption and other contingencies that cannot be eliminated before the event takes place. The fundamental issue is therefore not simply what each party promises, but rather which party takes on each significant commercial risk.

Indian contract law allows considerable freedom in arranging such agreements, but questions about risk allocation arise in interpretation, damages, penalties, public policy, and unconscionability. The present article suggests that commercial contracts should be regarded as integrated systems for the allocation of risk and that judicial interpretation should start with the parties' explicit allocation of that risk.

I. Contract As Risk Allocation

The main economic aim of a negotiated contract is usually to pass on the risks to the party who is in the best position to manage, set the price for, or insure them; thus a supplier can take on the risk of failure by means of warranties, a customer can assume the credit risk by means of their payment obligations, and a licensor can assume the risk of intellectual-property infringement through an indemnity; the limitation-of-

liability clauses then set the greatest level of economic exposure linked to those risks.

ii. Freedom of contract and judicial restraint

The Supreme Court has repeatedly emphasised that courts ordinarily enforce the contract the parties made rather than the contract the court considers commercially preferable. In *Nabha Power Ltd. v. Punjab State Power Corporation Ltd.*, Civil Appeal No. 179 of 2017, decided 5 October 2017, the Court stressed that sophisticated commercial contracts should ordinarily be read according to their express terms and that implied terms require strict necessity to give the contract business efficacy¹. The Court's 2025 decision in the same dispute, Civil Appeal Nos. 8694 and 8739 of 2017, again applied the ordinary meaning of contractual language in construing a negotiated power-purchase agreement.²

This restraint is normatively justified. Commercial parties commonly negotiate price and risk simultaneously. A lower price may reflect a broader liability assumption; a higher price may purchase a narrower risk profile. Judicial reallocation of that risk after the event can therefore undermine the economic equilibrium on which the bargain was concluded.

iii. Limitation Of Liability, Damages And Pre-Agreed Compensation

The clearest example of the allocation of contractual risk is the limitation of liability clause. Under section 73 of the Indian Contract Act, 1872, the general framework

for compensation in the case of a breach is established, while section 74 deals with the payment of fixed sums when a breach occurs. In the case of ONGC Ltd. v. Saw Pipes Ltd., Civil Appeal No. 7419 of 2001, (2003) 5 SCC 705, the Supreme Court held that if there is a genuine pre-estimate of loss, recovery can be made without having to prove the exact amount of the actual loss, provided that reasonable compensation is given.³ The case of Kailash Nath Associates v. Delhi Development Authority, Civil Appeal No. 193 of 2015, (2015) 4 SCC 136, later made it clear that section 74 does not permit compensation that is outside the statutory requirements relating to breach and reasonable compensation.⁴

In the case of commercial drafting, a liquidated damages clause which has been negotiated is not only intended to provide a remedy but also represents an upfront pricing of a certain risk; similarly, a cap on aggregate liability distributes the risk of serious financial loss. The clauses in question should therefore be evaluated in light of the statutory framework, their exact wording and the overall agreement.

IV. The Limits Of Contractual Autonomy

Freedom of contract does not mean that it is without limits. In the case of Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly, Civil Appeal Nos. 4419–4420 of 1985, (1986) 3 SCC 156, the Supreme Court acknowledged that a term which is unconscionable and unfair and is imposed as a result of a significant imbalance in bargaining power could be challenged under section 23 of the Contract Act.⁵ Nevertheless, later judicial decisions show that this principle should not be easily applied to negotiated commercial agreements. In Indsil Hydro Power & Manganese Ltd. v. State of Kerala, Civil Appeal Nos. 9845–9846 of 2016, which was decided on 6 September 2021, the Court differentiated between situations where there was an imbalance in bargaining power and agreements that were negotiated after careful consideration and with the assistance of legal advice.⁶

The importance of this distinction is especially clear in the case of commercial courts. In situations where parties who are experienced and are represented by legal advisers deliberately agree on how liability is to be allocated, judicial interference should generally be avoided. On the other hand, if a term is imposed as a result of real structural inequality, or where mandatory law or public policy comes into play, contractual autonomy should be allowed to give way.

In commercial drafting, a negotiated liquidated damages clause is not only intended to provide a remedy but also to price a specific risk up front; similarly, a cap on aggregate liability distributes the risk of severe losses. The provisions in question should thus be

evaluated in light of the statutory framework, their exact wording and the overall agreement.

V. Towards An Integrated Risk-Allocation Approach

A commercial-law framework which is coherent can be based on three questions: namely, who has control over the risk; who receives the economic benefit connected with that risk; and who has to suffer the loss if it does in fact occur. The more closely the allocation provided for in the contract corresponds to this alignment, the more easily the agreement can be seen as commercially sound. In cases where the allocation is intentionally asymmetric, the contract must make the asymmetry clear by means of obvious limits, exclusions, indemnities and available remedies. The judicial duty must therefore be based on interpretation rather than on redistribution. The courts should first determine the explicit allocation of risk, consider the relevant provisions as a whole, and uphold the economically negotiated limits. It is only after that point that doctrines such as section 74, public policy, unconscionability or mandatory statutory protections should be brought into play. This method is in line with the Supreme Court's position that commercial courts should not amend contracts drawn up by experienced parties.⁷

Conclusion

The best way of understanding the modern commercial contract is to see it as a negotiation concerning the allocation of uncertainty, liability limits, indemnities, exclusions, liquidated damages, force-majeure clauses and change-in-law provisions deciding where the economic effects of future events will lie.

Indian law already has the main doctrinal tools needed to respect and keep control over that method of allocating risks. The more urgent issue is one of concept: commercial contracting and judicial interpretation should treat risk allocation as an integral part of the agreement. For experienced parties, certainty has its own economic value. A legal system that consistently respects clearly agreed risk limits and at the same time intervenes where statute, public policy or real inequality demands would better advance both contractual autonomy and commercial predictability.



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The Institutionalization of Artificial Intelligence in Indian Corporate Governance

A Strategic and Regulatory Perspective on Compliance, Fiduciary Duties, and Industrial Transformation

India's corporate ecosystem is undergoing a major structural transformation driven by the convergence of evolving regulatory frameworks and the large-scale adoption of Artificial Intelligence (AI). As the nation advances toward the vision of "Viksit Bharat 2047," AI integration in governance and compliance is no longer optional; it has become a strategic, fiduciary, and regulatory necessity. The year 2026 marks a significant turning point with the formalization of the India AI Governance Guidelines and the operational maturity of the Digital Personal Data Protection Act (DPDP Act, 2023).

The Regulatory Architecture: India's Techno-Legal AI Governance Model

India's AI governance approach is rooted in a "techno-legal" philosophy that balances innovation

with societal safety. Instead of adopting rigid command-and-control regulations, India has opted for an agile, principle-based framework built on institutional oversight and existing legal foundations.

At the centre of this framework are the India AI Governance Guidelines 2026, anchored in the "Seven Sutras," which provide decision-making guidance for corporate boards, compliance teams, and technology developers. The framework emphasizes a "light-touch" regulatory approach, avoiding excessive licensing obligations except in high-risk applications.

Board-Level Governance: Expanding Fiduciary Responsibility

AI has fundamentally redefined the fiduciary duties of corporate boards in India. Technology oversight is now a board-level responsibility comparable to financial auditing and ESG supervision. Directors are increasingly expected to possess baseline AI literacy to balance innovation with risk management.





Redefining Board Expertise and Oversight

Indian companies are integrating AI governance into Audit and ESG committees instead of creating isolated AI boards. The 2025 Annual Corporate Directors Survey highlighted growing concerns regarding inadequate technical expertise among directors, resulting in rising demand for AI-specialized board members.

This shift is particularly significant in the BFSI sector, where AI adoption can improve efficiency ratios by up to 15 percentage points. Companies are increasingly appointing directors capable of challenging AI strategies and ensuring governance resilience during regulatory scrutiny.

Critical Fiduciary Duties in the AI Era

Boards are now responsible for overseeing:

Algorithmic Governance and "AI Washing": Preventing discriminatory outcomes and misleading claims regarding AI capabilities.

Data Sovereignty and DPDP Compliance: Ensuring AI systems comply with consent, retention, and data residency requirements.

Shadow AI Risks: Managing unauthorized employee use of external AI tools through centralized governance frameworks.

Documentation and Human Oversight: Maintaining fairness audits, accountability records, and human-in-the-loop controls for high-risk AI systems.

Organizations embedding AI oversight into governance structures gain stronger resilience against regulatory, reputational, and investor-related risks while improving operational transparency and efficiency.

The Rise of the "Algorithmic CCO"

The role of the Chief Compliance Officer (CCO) is evolving rapidly from manual audits to AI-powered continuous monitoring. The modern "Algorithmic CCO" uses AI for real-time identification of insider trading, AML violations, cybersecurity threats, and data privacy breaches.

AI-Driven Compliance Transformation

Compliance Domain	AI Integration	Strategic Outcome
AML & Transaction Monitoring	Behavioural pattern analysis	Detection of hidden suspicious networks
Data Privacy Management	Automated masking of sensitive data	Real-time DPDP Act compliance
Insider Trading Prevention	Pattern analysis against announcements	Detection of subtle anomalies
Vendor Risk Oversight	NLP-based contract reviews	Prevention of third-party misuse

Leading Indian financial institutions have achieved 85–95% automation in loan processing and regulatory reporting while maintaining RBI compliance. AI systems have also reduced credit card fraud losses significantly through real-time transaction monitoring.

Modern compliance infrastructure further improves audit readiness by creating machine readable audit trails and centralized compliance visibility, enabling enterprises to scale without proportionately increasing compliance costs.

Sectoral Transformation: BFSI and Regulator-Driven Innovation

India’s financial sector has emerged as the leading adopter of AI-driven governance, strongly influenced by proactive regulatory interventions from RBI and SEBI.

RBI’s MuleHunter.AI Initiative

To combat rising digital fraud and mule accounts, the Reserve Bank Innovation Hub developed MuleHunter.AI, an AI/ML-based system capable of identifying suspicious banking behaviour using multiple behavioural indicators.

MuleHunter.AI	Performance
Detection Precision	High accuracy with lower false positives
Adoption Scale	Adopted by 23 banks by late 2025
Systemic Impact	Fraud prevention before fund dispersal
Shared Infrastructure	Advanced fraud detection for smaller banks

This initiative represents a major milestone in India’s RegTech ecosystem by democratizing fraud prevention capabilities across financial institutions.

SEBI’s AI Accountability Framework

SEBI has clarified that firms remain fully accountable for AI-generated advice and algorithmic decisions. Its May 2026 advisory introduced ten directives focused on AI-enabled cybersecurity, vulnerability detection, API security, vendor management, and AI-driven threat assessment.

The framework signals SEBI’s transition toward a technology-aware compliance regime where AI governance is directly linked to investor trust and institutional credibility.

AI and Corporate Restructuring: Reshaping M&A

AI is transforming the entire M&A lifecycle from target identification and due diligence to integration and synergy realization.

AI-Powered Due Diligence

Generative AI enables rapid analysis of large volumes of contracts, operational data, and public information.

M&A Stage	AI Application	Strategic Benefit
Target Screening	AI-assisted opportunity mapping	Faster target identification
Outside-In Diligence	Public data analysis	Improved valuation accuracy
Synergy Assessment	Multi-source data modelling	Faster integration planning
Contract Review	NLP-driven document analysis	Early detection of legal risks

Indian M&A activity is increasingly shifting from scale-driven acquisitions to capability driven acquisitions focused on AI infrastructure and digital assets.

Evolving Role of Corporate Lawyers

AI remains a support tool rather than a replacement for legal expertise. Lawyers must validate AI outputs, manage contextual interpretation, and ensure compliance with RBI and SEBI regulations.

Legal professionals must also address risks associated with AI hallucinations, confidentiality breaches, and attorney-client privilege exposure by adopting enterprise-grade AI platforms with strong data protections.

Industrial Leadership in AI Adoption Reliance Industries: Building Sovereign AI Infrastructure

Reliance Industries India has announced investments exceeding ₹10 lakh crore toward AI and digital infrastructure over seven years.

Key priorities include:

- ❖ Development of sovereign AI-ready data centres
- ❖ AI-native workflow transformation across enterprise functions
- ❖ Expansion of the “Jio Brain” AI ecosystem
- ❖ Creation of a standardized Digital Functional Core (DFC)
- ❖ Large-scale productivity enhancement through agentic automation

Reliance’s strategy reflects its broader vision of making AI infrastructure affordable, scalable, and locally governed.

Tata Power: AI for Energy Transformation

Tata Power is leveraging AI to build an intelligent and integrated clean energy ecosystem.

Major initiatives include:

- ❖ Enterprise-wide data integration through Databricks
- ❖ AI-driven “Genie” intelligence assistants
- ❖ Zero-touch rooftop solar quality validation
- ❖ AI-enabled grid stability and resilience systems

Its governance-led approach earned recognition from Institutional Investor Advisory Services (IIAS) for excellence in governance standards.

Shareholder Activism and AI Governance

Shareholder activism in India is reaching record levels, with growing focus on board competence, governance quality, and AI accountability.

Activists are increasingly using AI analytics to:

- ❖ Challenge board effectiveness
- ❖ Demand AI-capable independent directors
- ❖ Scrutinize AI-related disclosures and filings
- ❖ Coordinate proxy campaigns around ESG and governance concerns

Shadow AI: The Emerging Governance Challenge

The unauthorized use of AI tools by employees commonly called “Shadow AI” poses growing risks related to data leakage, compliance failures, and cybersecurity vulnerabilities.

Risk Area	Impact
Intellectual Property Exposure	Leakage of confidential data into public AI systems
Regulatory Non-Compliance	Potential DPDP and international law violations
Information Integrity	AI hallucinations affecting decision-making
Cybersecurity Threats	Expanded attack surfaces through unmanaged AI agents

Strategic Mitigation Approaches

Leading organizations are addressing Shadow AI through:

- ❖ Deployment of enterprise approved AI platforms
- ❖ Establishment of AI Centres of Excellence (CoEs)



- ❖ Employee education on AI data risks
- ❖ Risk-adaptive governance and monitoring frameworks

Human-centric governance models are proving more effective than restrictive bans alone.

Conclusion: The Integrated Future of Indian Corporate Governance

Artificial Intelligence has evolved from a disruptive technology into a central pillar of corporate governance, compliance, and strategic decision-making in India. The country’s principles-based regulatory approach seeks to balance innovation with accountability while strengthening investor confidence and institutional trust.

As boards enhance technological oversight and compliance systems become increasingly algorithmic, Indian enterprises are positioning themselves to become more transparent, resilient, and globally competitive.

The future of Indian corporate governance will be defined by AI-enabled, outcome-driven systems that align innovation with trust, accountability, shareholder protection, and sustainable long-term growth.



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A judge in a black robe is shown from the chest up, holding a large wooden gavel. The judge's face is partially visible on the left. Overlaid on the image is a network of white icons connected by thin lines. The icons include: a scale of justice, a gavel, a book, a laptop, an envelope, a group of three people, a briefcase, a smartphone, a bell, a laptop, a pair of handcuffs, a bar chart, a classical building, a document with a star, and a document with a checkmark. The background is a blurred courtroom setting.

Everyone

is talking about it, and everyone is using it more than they admit. So let me start by saying: the ideas in this piece are mine, but there is AI in it too, and that seems to be the way of the future. On the “AI-use transparency scale” I propose at the end, this article is probably a 2.

Where we stand. The challenges are easy to list and hard to solve. The tools are good enough to be useful but not good enough to be trusted, so every output needs a reviewer who could have written it. Client confidentiality now runs through systems we do not own. The billable hour, which rewards time spent, sits awkwardly with a technology whose point is to spend less of it. And the training model of the profession — years of drafting, reviewing and being corrected — is exactly the work the machine takes first. Against that background, big law has the most to lose and is investing, and disinvesting, accordingly: more licences, in-house teams and innovation departments; fewer juniors and lower partner-to-associate leverage ratios. Smaller firms have more flexibility and less to unlearn, but often lack the technical know-how to use the tools well and are afraid of what they cost. Both are right to be uneasy. Neither can afford to wait. As with geopolitics — where an oligopolistic contest between China, the US and, on a smaller

scale, Europe may end, depending on your view of game theory, in a race to the bottom, in a cooperative equilibrium or, more likely, in a “Nash equilibrium” — this is not going to stop. As Mustafa Suleyman puts it in *The Coming Wave*, “civilization’s appetite for useful and cheaper technologies is boundless. This will not change.”

Privilege and transparency. The first duty is the oldest one: the client's secrets stay the client's. Bars and regulators will set the frame, and they are starting to. But the problem is less novel than it looks. When we moved client files onto servers, and later into the cloud, the information was already being stored somewhere we did not physically control. We learned to ask where, by whom, under which contract and for which purpose. The same questions apply to language models, and the answers are available to anyone who asks them. Today, the specialised legal platforms arguably offer adequate guarantees on how information is used; tomorrow, the more interesting bundle may be an anonymisation layer on top of a general-purpose model, which protects the client and, as a bonus, costs a fraction of a legal-vertical licence. Either way, the client is entitled to know which it is: transparency about the tools we use is part of the duty, not a courtesy.

Where the tools are going. My guess is that the specialised legal platforms — Harvey, Legora and the like — will be absorbed by the general-purpose models behind them. Partly because of scale: clients, if not lawyers, are already dropping their questions and documents into the likes of ChatGPT and Claude, and that is where the data flows. Partly because law regulates human experience, which is far messier than any legal vertical. And partly because AI itself is pushing more and more material into the open, which erodes the value of proprietary research, academic papers and, eventually, closed legal databases. I may be wrong on timing. I doubt I am wrong on direction.

Taking a stance on humanism. Any decision — to move forward or to stall — comes with a cost. Europe took a position on AI regulation, not without cost: the AI Act's transparency rules became applicable a month ago, on 2 August, even as its high-risk obligations were pushed back to the end of 2027. The other regional blocs arguably did nothing comparable (even if there is Chinese and US States legislation on certain aspects of AI), and there is a risk that Europe ends up bottlenecking itself. Be that as it may, I like to see someone playing the grown-up and setting the course on values. Similar challenges lie ahead for legal professionals. In particular, I believe the profession should take a position of its own, however small, on the education of trainees and juniors. Teaching/pedagogy is one of the most noble parts of this profession, perhaps the most noble. Knowledge has to be passed on. Leveraging ratios will fall: where a partner once had several juniors, there will be one, and prompting and quality review will replace much of the mid-tier work. But keep that one. If the argument from kindness does not move you, consider the argument from self-interest: how much is your

practice worth if nobody else in the firm can run it? What happens if, God forbid, you fall ill or otherwise cannot deliver? For as long as the client is human — and there are good reasons to think that will take a bit longer to change than the technology — a human on the supplier side will be valued too.

Practical rules. The usual advice holds. The AI is not your friend and should not be expected to be nice. Have it review any draft as if it were your counterparty. Then review it yourself as if it were your trainee's. And then do it again. For a good set of rules, read Pedro Santa-Clara's essay *How I Write*, in which he explains how he wrote seventy-some essays in a year while keeping them his own, with a brilliant comparison to the workshops of old, such as Rubens's.

An open question on transparency. Would anything change if we were required to disclose the degree of AI used in a piece of work? Say, on a scale of 0 to 4, where 0 means no AI intervention and 4 means no human one — verifiable the way plagiarism software checks a text (however technically challenging that may be). I think it might. It would make the human contribution visible again and help with pricing. Above all, I think it would foster transparency. I would welcome your view on that over the next two days.



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The New Era of Saudi Legal Reform: Navigating Transformation Under Vision 2030

Saudi Arabia is undergoing one of the most ambitious legal transformations in modern history. At the heart of this evolution lies Vision 2030, the Kingdom's comprehensive blueprint for economic diversification, social development, and national progress. For legal professionals operating in the Kingdom, this transformation represents both an unprecedented opportunity and a profound responsibility. The legal landscape has shifted dramatically over the past several years, with landmark reforms spanning corporate governance, contract law, sports regulation, and the legal framework governing the Kingdom's mega-projects. As someone who has had the privilege of contributing to this transformation—first through legal oversight of Saudi Arabia's premier global sporting events, and now as Legal Manager for the 100 billion SAR MASAR Giga-Project in Makkah—I have witnessed firsthand how these reforms are reshaping not only the practice of law but the very fabric of the Kingdom's economic and social development.

The Corporate Governance Revolution

Perhaps the most significant legal development in recent years has been the overhaul of Saudi Arabia's corporate governance framework. The

New Companies Law, which came into force on 30 December 2022, represents a substantial evolution in the Kingdom's corporate landscape. Replacing the 2015 Companies Law, this legislation consolidates the rules applicable to commercial, professional, non-profit, and family companies into a unified framework. The reform is closely aligned with Vision 2030 and aims to modernize the Kingdom's corporate environment, improve governance, and enhance the attractiveness of Saudi Arabia as an investment destination.

The strengthening of corporate governance standards is one of the law's most significant features. These corporate governance reforms are not merely about compliance—they represent a fundamental shift in how businesses in Saudi Arabia are expected to operate. The Capital Market Authority and Ministry of Commerce have introduced increasingly sophisticated corporate governance requirements, with board composition rules, disclosure obligations, and shareholder protections all strengthened considerably. Corporate governance in the Kingdom is no longer seen as a legal obligation but as a strategic tool for growth aligned with Vision 2030.

The Civil Transactions Law: A New Contractual Era

The enactment of the Civil Transactions Law in

December 2023 marked a watershed moment for contract law in Saudi Arabia. For the first time in the Kingdom's history, commercial and civil transactions are governed by a comprehensive, codified legal framework. This represents a cornerstone of the broader Vision 2030 initiative, which aims to invigorate the economy by encouraging foreign investment and modernizing the Kingdom's legal framework.

The Civil Transactions Law is not merely a codification of Sharia laws, nor is it a carbon copy of laws in similar Islamic jurisdictions. Instead, it is a clear and defining contractual regime. One of the most innovative features of the Civil Transactions Law is Article 720, which codifies forty-one classical Islamic legal maxims into binding statutory law. Saudi Arabia is the first jurisdiction in the world to codify Islamic legal maxims in this manner for civil and commercial application. This unprecedented step provides a clear, accessible framework for legal interpretation that combines the richness of Islamic legal tradition with the certainty of codified law.

Sports Law: Building a World-Class Legal Framework

Saudi Arabia's transformation extends to the sports sector, which has emerged as a central pillar of Vision 2030. Over the past decade, the Kingdom has hosted some of the world's most prestigious sporting events, including the Dakar Rally, Formula E, the Formula One Grand Prix, and the Saudi Cup, the world's richest horse race. Looking ahead, the Kingdom is preparing to host the 2027 AFC Asian Cup and remains a strong contender to co-host the 2034 FIFA World Cup.

To support this growth, Saudi Arabia has strengthened its legal and regulatory infrastructure, aligning domestic sports law with global best practices. The most concrete recent sign of this focus is the Kingdom's enactment, in December 2025, of the Saudi Sports Law. The law gives statutory footing to the Saudi Sports Arbitration Center, which was first authorized in 2015 and formally established in Riyadh in 2016, creating a single specialized forum for the resolution of sports disputes within the Kingdom. The Sports Law introduces a centralized registry and formalizes licensing and compliance requirements. The National Sports Registry is intended to function as the backbone of the new system, with registration required for sports entities to obtain legal capacity and operate within the regulated framework. The law also establishes a clear separation between sports

discipline, handled by federations, and regulatory enforcement, handled by the Ministry of Sport. Recent regulatory reforms have addressed club ownership structures, player contracts, anti-doping enforcement, broadcasting rights, sponsorship agreements, and intellectual property protection. This comprehensive framework aims to safeguard integrity, encourage commercial investment, and foster cross-border collaborations. Sports law is now recognized as a specialized discipline within Saudi legal education, with universities and institutions offering dedicated programs to prepare practitioners for the complexities of modern sports governance.

For legal professionals who have worked on these events—as I had the privilege of doing during my tenure at Saudi Motorsport Company—these reforms provide the clarity and certainty needed to navigate the complex contractual and regulatory landscape of international sports. The establishment of the Saudi Sports Arbitration Center, in particular, represents a significant step forward, providing independent,

specialized dispute resolution for sports-related conflicts and enhancing confidence among stakeholders.

The Legal Challenges of Giga-Projects

Saudi Arabia's giga-projects represent the largest concentration of construction activity in global history. NEOM alone—the USD 500 billion

futuristic city on the Red Sea coast—encompasses The Line, Trojena, Sindalah, Oxagon, and dozens of supporting infrastructure packages. Beyond NEOM, the Red Sea Global tourism developments, Qiddiya, the Jeddah Tower, Diriyah Gate, and ROSHN's nationwide residential communities collectively represent construction contract values exceeding SAR 5 trillion. These giga-projects have been described not simply as large-scale construction initiatives, but as vehicles for national transformation. Unlike traditional private sector projects, giga-projects are closely tied to government policy, regulatory reform, and long-term economic and social objectives, particularly under Vision 2030.

For legal professionals advising on these projects, the challenges are substantial. The lack of established precedent has fundamentally reshaped what "market standard" means in Saudi Arabia's construction sector. Many of the procured entities are effectively start-ups—start-ups with deep pockets, but start-ups nonetheless—and they are not falling back on years of deep precedent. Misalignment between procurement strategy and contract structure, inconsistent

Looking ahead, the Kingdom is preparing to host the 2027 AFC Asian Cup and remains a strong contender to co-host the 2034 FIFA World Cup.

documentation, and work commencing outside the contract are common flashpoints.

The Saudi procurement framework adds another layer of complexity. Saudi Arabia has a unified government procurement framework governed by the Government Tenders and Procurement Law and its Implementing Regulations. Key features include mandatory pre-qualification for large contracts, a preference for two-envelope bidding for complex projects, local content requirements ranging from 30% to 70% depending on the sector, and Saudization requirements for the contractor's workforce.

FIDIC contracts remain the most common framework for construction contracts in the Gulf, but Saudi mega-project developers have increasingly adopted bespoke contract forms that depart significantly from standard FIDIC risk allocation. NEOM contracts, for example, impose strict notice requirements—often 14 days rather than the standard FIDIC 28 days—and failure to comply results in waiver regardless of merits. However, many disputes arise because standard FIDIC clauses are applied without proper localization to Saudi law. Certain provisions relating to damages, termination, risk allocation, and dispute resolution can conflict with Saudi legal principles if not adapted. As someone working on the MASAR Giga-Project, I have seen how these challenges manifest in practice. The solution lies in proactive legal engineering—anticipating risks, developing standardized contract frameworks, and ensuring alignment between contractual provisions and Saudi legal requirements.

The Future of Saudi Legal Practice

As Saudi Arabia continues its transformative journey, the legal profession must evolve alongside the Kingdom's ambitions. The complete digitalization of corporate procedures through platforms such as the Saudi Business Center, Meras, Qawaem, and Invest Saudi is just the beginning. Legal professionals must embrace digital tools, from AI-powered contract review to blockchain-based verification, to remain competitive and effective. ESG (Environmental, Social, and Governance) principles are becoming increasingly central to corporate governance. Recent legal and regulatory reforms—particularly the Environmental Law (2021), Companies Law (2022), and Tadawul ESG Disclosure Guidelines—represent a substantive transformation toward sustainable corporate governance. Legal professionals must

understand and advise on these evolving ESG requirements. The new Enforcement Law, dated 20 April 2026 marks the most significant overhaul of the Kingdom's enforcement framework in more than a decade. The Saudi Sports Arbitration Center provides a specialized forum for sports disputes, and arbitration and alternative dispute resolution will likely play an increasingly important role in commercial and construction disputes. As the Kingdom diversifies its economy and hosts increasingly complex international events and projects, legal professionals with specialized knowledge in areas such as sports law, construction law, corporate governance, and regulatory compliance will be in high demand.

Conclusion

Saudi Arabia's legal transformation under Vision 2030 represents one of the most ambitious legal reform projects of the twenty-first century. From

the New Companies Law and the Civil Transactions Law to the Sports Law and the legal frameworks governing giga-projects, the Kingdom is building a modern, transparent, and internationally aligned legal infrastructure that will support its development for generations

to come. For legal professionals, this transformation presents an extraordinary opportunity to shape the future of the Kingdom. Whether advising on corporate governance, negotiating construction contracts for giga-projects, or managing the legal frameworks for global sporting events, lawyers in Saudi Arabia are not merely practicing law—they are building the legal foundation of a nation. The new era of Saudi legal reform is not just about laws and regulations. It is about creating an environment where businesses can thrive, where international investors can invest with confidence, and where the Kingdom's ambitious vision for the future can be realized. The legal profession has a vital role to play in this journey, and the future has never been brighter for those who embrace the challenge.

As someone working on the MASAR Giga-Project, I have seen how these challenges manifest in practice.



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UAE's New Accelerated Patent Grant Programme: A Game Changer for Patent Applicants or a Misunderstood Fast Track?

Patent Agreement

by entered into on this date [Date here] which shall hereinafter be referred to as the

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agree that:

The United Arab Emirates continues to strengthen its position as a regional hub for innovation, technology and intellectual property protection. As part of this ongoing development, the UAE Ministry of Economy has introduced the Accelerated Patent Grant (APG) Programme, alongside enhanced cooperation with international patent offices, including the United States Patent and Trademark Office (USPTO).

The programme was formalised through a Joint Statement of Intent signed on 20 July 2025 between the UAE Ministry of Economy and Tourism and the USPTO during the 66th Assemblies of the Member States of WIPO in Geneva. The cooperation framework aims to improve patent grant efficiency by enabling the UAE Patent Office to consider positive examination results issued by the USPTO for corresponding UAE patent applications, subject to UAE legal and procedural requirements.

The introduction of the APG Programme represents an important development in the UAE patent landscape. However, given its name, applicants may understandably assume that an APG request automatically places an application into an expedited examination process. The current Guidelines issued by the UAE Patent Office clarify that this is not the case.

The APG Programme introduces a different form of acceleration: reducing duplication in substantive

examination by allowing the UAE Patent Office to rely on certain findings from a cooperating foreign patent office, while maintaining compliance with UAE patent law.

APG and Express Examination: Two Different Routes

A key distinction must be drawn between an Accelerated Patent Grant request and an Express Examination request.

Under the Guidelines for Accelerated Patent Grant issued by the UAE Patent Office, an APG request is submitted through the Ministry of Economy's procedure for declaring grant in a foreign office and is available for eligible UAE-related patent applications examined by a cooperating foreign patent office, including the USPTO.

However, an APG request does not place an application into an expedited examination queue.

The Patent Office has clarified that applications submitted under the APG Programme continue to be processed in the normal examination track. Where an applicant wishes to obtain priority examination, a separate Express Examination request must be filed in accordance with Article 14 of Federal Law No. 11 of 2021 and Article 38 of Regulation No. 6 of 2022, together with payment of the applicable official fee.

Express Examination operates differently by placing the application into a separate examination queue.

How Does APG Accelerate the Grant Process?

The value of the APG Programme lies in streamlining the substantive examination process.

For eligible applications, the UAE Patent Office may rely on the positive examination outcome issued by the cooperating foreign patent office, meaning that the UAE examiner will not reconsider certain patentability aspects, specifically novelty and inventive step, where the requirements of the programme are satisfied.

The application must nevertheless continue to comply with all other requirements under UAE Industrial Property Law. This includes applicable formal requirements and other substantive legal requirements that remain within the scope of UAE examination.

Accordingly, while an APG request does not advance an application's position in the examination queue, it may reduce the overall processing time after examination begins by avoiding duplication of assessment on novelty and inventive step.

UAE-USPTO Cooperation: Supporting International Patent Strategies

The APG Programme forms part of broader cooperation between the UAE and international patent offices. In particular, the UAE and the USPTO have established a framework allowing the UAE Patent Office to consider positive examination results issued by the USPTO for corresponding UAE patent applications, subject to compliance with UAE legal requirements.

This cooperation is particularly relevant for applicants pursuing a U.S.-first patent filing strategy and subsequently seeking protection in the UAE.

For innovators and businesses operating in sectors where speed to market is critical—including artificial intelligence, biotechnology, pharmaceuticals, clean energy and advanced technologies—the ability to leverage previous examination work can provide greater predictability and efficiency in obtaining patent protection.

Strategic Considerations for Applicants

Applicants should consider the APG Programme as part of a wider patent prosecution strategy.

Where an applicant has an eligible corresponding foreign application with a positive examination outcome, an APG request may assist in reducing examination duplication. Where obtaining examination at the earliest possible stage is commercially important, applicants may consider combining an APG request with Express Examination, where applicable.

This distinction is important for businesses managing investment timelines, licensing discussions, technology commercialisation plans or enforcement strategies.

United Trademark & Patent Services [UTPS] Firm Among Early Users of the APG Framework

As one of the first patent practices in the region to engage with the newly introduced APG framework, UTPS filed an APG request on behalf of the Applicant during the programme's early implementation phase and successfully obtained the first examination report, which contained only minor amendment requirements [non substantial] before the Patent Office could proceed with the grant of the application.

This early experience has provided practical insight into the operation of the new procedure and its interaction with existing UAE examination mechanisms. As the programme continues to develop through administrative practice, applicants will benefit from advice that reflects both the published Guidelines and practical experience with the UAE Patent Office's evolving approach.

A Positive Development in the UAE Patent Landscape

The APG Programme represents another important step in the UAE's continued efforts to modernise its intellectual property system and create an innovation-friendly environment.

While APG should not currently be understood as a replacement for Express Examination or as a mechanism that automatically prioritises examination, it introduces an important efficiency measure by enabling reliance on prior examination work from cooperating patent offices.

As the UAE patent system continues to evolve, initiatives such as APG demonstrate the country's commitment to creating a more efficient, internationally connected and commercially responsive framework for protecting innovation.

For further guidance on how this development may impact your patent strategy, contact us at patents@unitedtm.com. Our team remains committed to supporting inventors, businesses, and IP stakeholders navigating the evolving intellectual property landscape across the UAE, the wider Middle East, Africa, and Southeast Asia.



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The New Tax Competition: Why Certainty Matters as Much as the Tax Rate

TAXES

For decades, governments competed for investment through lower corporate tax rates, exemptions, tax holidays, free zones and sector-specific incentives. The basic question was straightforward: what will the investor pay?

That question still matters. Tax affects cash flow and returns. But for a multinational making a long-term investment, the headline rate is only part of the picture. A low rate is not especially attractive if the investor cannot work out, with reasonable confidence, when it applies, whether an incentive will survive scrutiny, or how the tax authority will treat the structure years later.

This is why tax competition is changing. Increasingly, the question is not simply “how low is the tax burden?” but “how reliably can that burden be understood and forecast?”

The international environment has moved in the same direction. The OECD/G20 BEPS project tightened rules on transparency, transfer pricing, treaty abuse and dispute resolution. Country-by-Country Reporting gave tax authorities much greater visibility over where multinational groups earn income, pay tax and conduct their activities. Pillar Two went further by creating a coordinated minimum-tax framework under which in-scope groups may face top-up tax where the jurisdictional effective tax rate falls below 15%.

These reforms were designed to protect tax bases, reduce artificial profit shifting and improve fairness. They did not eliminate tax competition. They narrowed

the space in which a low statutory rate, by itself, can define competitiveness. As tax systems become more connected and technically demanding, implementation starts to matter almost as much as design.

The cost of not knowing

Investors do not model tax statutes; they model expected returns.

A regime may look attractive on paper and still lose much of its value if the investor cannot determine whether an incentive applies, how related-party transactions should be priced, whether treaty relief is available, or how a new rule will interact with an existing structure.

The cost of uncertainty is not always visible in the tax charge. It may appear as a higher hurdle rate, more spending on advisers, delayed capital expenditure or management time lost to disputes. Uncertainty can therefore reduce the value of an investment before the tax authority issues a single assessment.

IMF and OECD work on tax certainty drew on a survey of 724 companies across 62 countries and jurisdictions. In the emerging regions covered, uncertainty around tax rules and their application was an important investment concern and could increase the risk premium attached to investment decisions.

Disputes add another layer. OECD statistics released in 2025 showed that Mutual Agreement Procedure cases closed in 2024 took 27.4 months on average, while

transfer-pricing cases averaged 30.9 months. For a business, that is not an abstract administrative delay. It affects cash, provisions and management time.

Simplicity helps, but simplicity and certainty are not the same thing. Some tax rules will inevitably be complex. A sophisticated system can still be predictable if the institutions around it make that complexity manageable.

That starts with clear legislation and continues with timely guidance and published procedures explaining how the law will actually be administered.

Advance rulings and advance pricing arrangements can also make a real difference where a significant investment depends on the treatment of a defined transaction or transfer-pricing methodology. Consistency matters too. The same legal question should not produce materially different answers simply because it reaches a different office or appears at a different stage of the compliance cycle.

Tax certainty also has an international dimension. A broad treaty network has limited value if access to benefits is unpredictable or disputes cannot be resolved effectively. Mutual Agreement Procedures and dispute-prevention mechanisms are therefore part of the investment environment, not merely technical features of administration.

None of this means governments should stop changing tax laws. Certainty does not mean freezing the system. It means making material changes with enough clarity on effective dates, transitional rules and compliance expectations for taxpayers to adjust.

Certainty as an investment policy tool

Tax administration is often treated as machinery that applies policy after the important choices have been made. From an investor's perspective, that distinction is artificial. Administration partly determines the economic value of the policy itself.

Imagine two jurisdictions competing for the same long-term project. The first offers the lower nominal tax burden, but eligibility for an incentive is ambiguous and the investor cannot obtain a dependable view of the transfer-pricing treatment.

The second has a somewhat higher expected burden, but the rules are clearer. Guidance is available, advance-certainty mechanisms work and disputes can be resolved within a credible framework.

There is no automatic answer as to which jurisdiction will win. Tax is only one factor in an investment decision. But the second jurisdiction has done something economically valuable: it has made its tax cost modelable. The first has left part of its apparent advantage exposed to a risk discount.

This is why tax certainty should be viewed as an investment-policy instrument, not as a concession

to taxpayers. Strong enforcement and predictable administration are not opposites. A system in which compliant taxpayers understand their obligations can also allow tax authorities to focus resources on genuine risk.

A strategic opportunity for the GCC

The issue is especially relevant for the Gulf Cooperation Council.

GCC economies are seeking to diversify revenue and economic activity beyond oil and gas, increase private-sector participation and attract more long-term foreign investment. At the same time, their tax systems are becoming more sophisticated and more closely connected to international standards.

That creates an opportunity. Competitive rates, incentives and special economic zones will continue to matter. Their value can be strengthened if investors also have confidence in eligibility rules, filing obligations, transfer-pricing expectations, the treatment of cross-border payments, access to rulings and the way disputes are handled.

The objective is not to make every outcome favourable to the taxpayer. It is to make the likely outcome knowable.

A tax authority can protect the revenue base, apply anti-avoidance rules firmly and still be transparent, consistent and accessible. For serious investors, that combination may be more valuable than another marginal reduction in the headline rate.

The next phase of tax competition

International tax competition is not disappearing. It is changing shape.

Rates and incentives will remain important, but jurisdictions will increasingly compete on what surrounds them: the quality of guidance, consistency of interpretation, availability of advance certainty, speed of dispute resolution and the ability of a business to forecast its tax position with confidence.

For an investor committing capital for ten, twenty or thirty years, that confidence has real economic value.

The next phase of tax competition will therefore not be only about who taxes least. It will also be about which jurisdictions can give investors the clearest answer to three basic questions: what are the rules, how will they be applied, and can I rely on that answer when I make my investment?



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When Codes Takes the Wheels: India's Legal Opportunity in the Age of Connected Mobility



The next major automobile recall may not begin with smoke arising from an engine or a mechanical error or fault. It may begin with a malicious line of code crossing a national border, entering thousands of vehicles through a compromised software update and turning connectivity into vulnerability. At that moment, the familiar boundaries between a defective product, a data breach, a cyberattack and road safety event will collapse. The possibility captures the predominant regulatory challenge confronting the automobile sector across globe. The modern vehicles is no longer merely a mechanical machine regulated at a factory gate. It is a cyber physical legal object: part product, part software platform, part data ecosystem and part continuing services. Its safety not only depends upon strength, crash test and components but also on algorithms, cloud infrastructure, telecommunication networks and suppliers that are located across several jurisdictions.

For India, this transformation carries marked distinctiveness. The country has automotive manufacturing scale, a deep software-service base and an ambition to Make India a Global Manufacturing Hub. The decisive question is whether India will treat data and cybersecurity rules as costs imposed from abroad or use them to move from cost-

efficient manufacturing to trusted mobility.

A connected vehicle may record location, driving behaviour, diagnostics, battery performance, charging history, voice command and interactions with other mobile applications. Such data can enable predictive maintenance, safer fleets and better vehicle designs. It can also reveal intimate patterns of an individual's life. The law should answer the simplistic question, "Who owns the data?" Data is not always governed like a physical property. Hence the sharper question can be who determines its purpose and means of processing, whether it identifies an individual, who permits its collection and when it must be erased.

In India, the Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025 provide the principal framework where vehicle information constitutes digital personal data. An OEM, fleet operator, insurer or connected-service provider may become a Data Fiduciary when it determines why and how such data is processed. This brings duties relating to notice, consent or another permitted use, security safeguards, breach response and the rights of Data Principals.

Compliance cannot be reduced to a dense clause in a purchase agreement. The driver may not be the owner who accepted the original terms; a passenger may never see the dashboard notice

and a used-car purchaser may inherit the previous owner's stored information. Privacy must therefore be engineered across the vehicle's lifecycle. Data necessary for safety or warranty administration must be distinguished from data collected for profiling, advertising or monetisation.

India's Information Technology Act, 2000 and the 2022 Directions issued by CERT-In under section 70B form a general cybersecurity layer. Specified incidents must be reported to CERT-In within six hours, alongside obligations relating to logs and regulatory cooperation. An automotive company must therefore decide quickly whether an anomaly is an engineering fault, a reportable cyber incident or both. The sector-specific framework is also evolving. AIS-189 addresses vehicle cybersecurity and cybersecurity-management systems, while AIS-190 concerns software updates and software-update-management systems. A June 2026 draft amendment to the Central Motor Vehicles Rules proposed their phased application. Its draft status must be stated accurately, but its direction is unmistakable: regulation is moving away from a single pre-sale test and toward continuous institutional responsibility. The Consumer Protection Act, 2019 adds another dimension. Its product-liability provisions can reach manufacturers and in appropriate circumstances, sellers and service providers where a defective product or deficient service causes harm. In a software-defined vehicle, failure to correct a known vulnerability, warn users or securely deliver an update may become relevant to

the standard of reasonable care.

Responsibility is complicated by the supply chain. An OEM rarely writes every line of code embedded in a vehicle, yet consumers and regulators will look first to the brand on the bonnet. Supplier contracts must therefore address secure development, software provenance, vulnerability disclosure, audit rights, incident cooperation and long-term support. Indemnities cannot replace technical capacity or continuing oversight.

Export Opportunity and the extraterritorial vehicle

For Indian exporters, cybersecurity is becoming a form of digital homologation. UNECE Regulation No. 155 requires a cybersecurity-management approach, while Regulation No. 156 addresses software updates and their management. In jurisdictions applying these rules, a mechanically sound vehicle may still fail to obtain or retain market access if the manufacturer cannot demonstrate governance, risk assessment and lifecycle documentation. International standards such as ISO/SAE 21434 on automotive cybersecurity engineering and ISO 24089 on software updates are not statutes. Nevertheless, they may influence contracts, regulatory expectations and judicial assessments of due diligence. Their legal importance lies not in formal compulsion alone, but in their ability to shape the content of reasonable conduct.

The European Union illustrates the density of the emerging regime. The General Data Protection





Regulation governs personal data, the EU Data Act gives users greater control over data generated by connected products and facilitates access by authorised third parties and the revised Product Liability Directive expressly brings software and cybersecurity vulnerabilities into the assessment of product defectiveness. The law thus demands two things that can appear contradictory: manufacturers must prevent unauthorised access while avoiding unjustified control over data that users are entitled to obtain or share.

Other markets create different pressures. The United States has adopted connected-vehicle supply-chain restrictions concerning specified software and hardware linked to China or Russia. China, meanwhile, applies its Personal Information Protection Law, Data Security Law, Cybersecurity Law and automotive-data measures. An Indian exporter must know not only what its vehicle collects, but where the data travels, which entity can access it and who developed each critical digital component. A vehicle may leave India physically while remaining legally connected to several jurisdictions.

A legal architecture for trusted mobility

India should respond through coordinated legal design rather than fragmented compliance.

First, the Government should align the DPDP framework, CERT-In directions, motor-vehicle regulation and consumer law through a coherent automotive data and cybersecurity policy. Clear institutional responsibility among MeitY, MoRTH, CERT-In and testing agencies would reduce regulatory overlap.

Second, OEMs should make privacy and cybersecurity design requirements, not post-production audits. Every connected function should be supported by data mapping, risk assessment and a software bill of materials. Safety, cyber and privacy teams should operate through a unified incident-response structure.

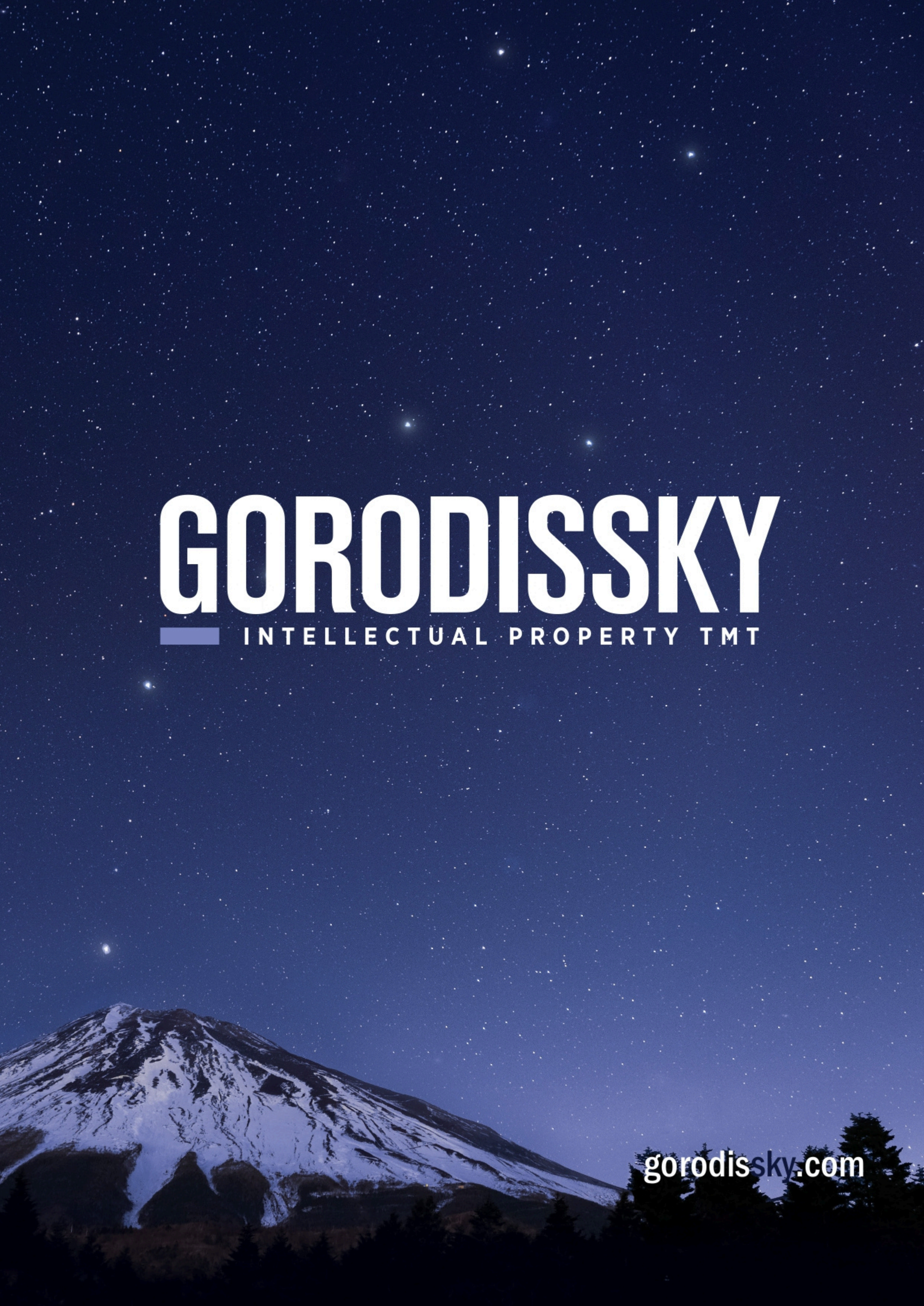
Third, lifecycle duties require greater legal clarity. Consumers should know the minimum period of security support, the consequences of declining a critical update and the procedure for vulnerability disclosure, recalls and end-of-support vehicles. The power to alter a vehicle remotely must carry a corresponding duty to test, secure and document the alteration.

Fourth, smaller suppliers must not become casualties of compliance. Model contractual clauses, shared laboratories, skills programmes and affordable certification can help them satisfy global expectations. The resilience of an exported vehicle is ultimately limited by the weakest participant in its software supply chain. Finally, Indian exporters should build one high global baseline, supplemented by jurisdiction-specific modules. Compliance evidence data maps, update histories, supplier audits and incident records should be treated with the same seriousness as a crash-test certificate.

The automobile of the future will not be judged only when it leaves the assembly line. It will be judged every time it collects data, receives an update or crosses a digital border. "Made in India" must therefore come to signify more than manufacturing efficiency. It must signify lawful data use, resilient code and accountability over time. Cybersecurity law is not merely a restraint on India's automotive ambition; properly understood, it is the bridge from "Make in India" to "Trust in India."



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Navigating the India-UK Trade Corridor: Three Critical Legal Blindspots Under the Comprehensive Economic and Trade Agreement

The burgeoning trade relationship between India and the United Kingdom, bolstered by the Comprehensive Economic and Trade Agreement ("the Agreement") coming into force on 15th July, 2026, presents unprecedented opportunities for businesses. However, beneath the surface of reduced tariffs and streamlined processes lies a complex legal landscape fraught with potential pitfalls. Enterprises engaged in the transportation of goods between these two nations must be acutely aware of critical legal blind spots that, if overlooked, can negate the Agreement's benefits, leading to significant financial penalties, operational disruptions, and legal liabilities.

This article delves into three such crucial areas, highlighting the need for meticulous compliance and proactive risk management.

Blindspot 1: Navigating the Labyrinth of Rules of Origin and Preferential Tariff Treatment The most significant misconception for many traders is the assumption that goods automatically qualify for preferential tariff treatment under the Agreement. The reduced or zero customs duties are reserved for goods that demonstrably meet the stringent "originating" criteria outlined in Chapter 3 of the Agreement. Failure to comply may result in the denial of preferential tariffs, the imposition of full MostFavoured-Nation (MFN) duties, interest, severe penalties, and potentially the suspension of future benefits.

A. Stringent and Inflexible Origin Criteria: Article 3.2 of the Agreement dictates that a good is "originating" only if it is "wholly obtained" in one of the Parties or, if produced using non-originating materials, it satisfies the specific Product-Specific Rules of Origin detailed in Annex 3A. These rules frequently mandate a complex "change in tariff classification" (CTC) or require the product to meet a "qualifying value content" (QVC) threshold, calculated by either the "Build-Down" or "Build-Up" method as prescribed in Article 3.5. Crucially, Article 3.7 explicitly lists numerous "non-qualifying operations" (such as simple assembly, packaging, or washing) which are insufficient, either individually or in combination, to confer originating status. Misinterpreting these technical rules is a primary cause of noncompliance.



B. Procedural Rigidity in Proof of Origin: Claiming preferential treatment necessitates a valid “Proof of Origin” as mandated by Article 3.15. For goods imported into India, this typically requires an “origin declaration” completed by the UK exporter or producer. This declaration has a strict validity period of twelve months from its completion date and must be submitted to the customs authority of the importing Party in accordance with its national laws. Any error, omission, or failure to provide this specific document in the correct format and in a timely manner will lead to the rejection of the preferential tariff claim.

C. Onerous Record-Keeping and Verification

Obligations: A frequently overlooked obligation is the requirement for meticulous record-keeping. Article 3.24 mandates that an exporter or producer completing an origin declaration must retain all records and documents proving the originating status of the goods for a period of no less than five years from the date the declaration was completed. These records are subject to rigorous verification by the customs authority of the importing Party.

D. Intrusive Verification and Severe Penalties:

Customs authorities are vested with extensive powers under Article 3.25 to verify claims of origin. This process can be initiated up to two years after the claim and may involve written requests for information, questionnaires, and even visits to the premises of the exporter or producer in the exporting country. Pursuant to Article 3.26, where verifications on at least two separate occasions result in a denial of preferential treatment for a specific exporter or producer, the importing Party has the right to temporarily suspend preferential tariff treatment for all future imports of identical goods from that same exporter or producer, imposing a significant commercial penalty for systemic non-compliance.

Blindspot 2: The Hidden Hurdles of Non-Tariff Barriers - Product Compliance and Technical Regulations

Securing tariff benefits becomes meaningless if the goods themselves fail to comply with the domestic laws of the importing country. A critical blindspot for many traders is the failure to adequately account for non-tariff barriers, specifically the mandatory technical regulations, standards, and conformity assessment procedures governed by Chapter 7 of the Agreement. Non-compliant goods face detention, refusal of entry, or seizure by regulatory authorities, irrespective of their originating status.

A. Mandatory Adherence to National Technical

Regulations: Article 7.6 of the Agreement affirms each Party’s right to adopt and maintain technical

regulations necessary to fulfil legitimate objectives, such as the protection of human health or safety, animal or plant life or health, or the environment. For goods entering the UK, this includes, inter alia, compliance with UKCA (UK Conformity Assessed) marking, product safety standards, and sector-specific regulations. For goods entering India, compliance with Bureau of Indian Standards (BIS) requirements and other relevant regulations is mandatory. These are to be strictly adhered to and enforced.

B. Complex Conformity Assessment and Labelling:

Proving compliance often requires undergoing conformity assessment procedures as stipulated in Article 7.7. This may necessitate product testing, inspection, and certification by accredited bodies, which must be completed prior to export. Furthermore, Article 7.8 sets out rules for marking and labelling. Failure to affix labels with the required information—such as importer details, country of origin, safety warnings, or material composition in the prescribed language and format—is a common and entirely avoidable reason for customs detentions and costly remedial action post-arrival.

C. The Onus of Compliance on the Exporter: While Article 7.9 mandates transparency in regulations, the legal and commercial onus rests squarely on the exporter to proactively identify, comprehend, and ensure compliance with the full spectrum of the importing country’s technical regulations. Relying solely on the importer or a freight forwarder to manage this complex area constitutes a significant legal and financial risk.

Blindspot 3: The Perils of Customs Valuation,

Documentation Inconsistency, and Unclear Liability
Allocation Procedural accuracy in customs declarations is paramount. Inconsistencies across shipping documents, coupled with incorrect customs valuation, are immediate red flags for customs authorities, triggering inspections, delays, re-assessment of duties, and the imposition of penalties under the Customs Act, 1962 in India and its UK equivalent.

A. Customs Valuation Disputes: Article 2.10 of the Agreement reaffirms the commitment to the WTO Customs Valuation Agreement. This means customs authorities are not bound to accept the transaction value declared on the commercial invoice. They have the authority to challenge and redetermine the customs value if they have reason to doubt its accuracy, leading to disputes, provisional assessments, and the requirement for furnishing securities, thereby disrupting cash flow and supply chains.

B. Documentary Consistency and Post-Clearance

Audits: A fundamental principle of customs clearance

is that all trade and transport documents—including the Commercial Invoice, Packing List, Bill of Lading or Air Waybill, and the Proof of Origin—must be perfectly consistent in all material particulars. Any discrepancy is grounds for suspicion and intervention. Moreover, as per Article 5.15, customs clearance is not the final word. Both Indian and UK customs authorities retain the power to conduct postclearance audits for several years after importation. If non-compliance is discovered during an audit, authorities can demand payment of evaded duties with interest and impose substantial penalties as prescribed under Article 5.11.

C. Ambiguous Contractual Allocation of Risk: A pervasive blindspot exists in the commercial contracts between exporters and importers. Standard Incoterms often do not sufficiently allocate the specific risks and liabilities associated with customs and regulatory non-compliance. Contracts must explicitly define which party is responsible for the accuracy of HS code classification and origin declarations, who bears the financial consequences of customs delays and storage charges, and who is ultimately liable for any penalties imposed by customs or other regulatory bodies for non-compliance. Without such contractual clarity, parties are exposed to protracted and costly disputes.

Conclusion and Recommendations: The Comprehensive Economic and Trade Agreement between India and the UK offers substantial commercial advantages, but these are predicated on a regime of strict compliance. To mitigate the risks identified herein, it is imperative that enterprises adopt a proactive and legally robust compliance framework. Immediate actions should include:

❖ **Origin and Tariff Compliance Review:** Conduct a comprehensive audit of your product lines to definitively establish their originating status under the specific rules of the Agreement before claiming any preferential treatment.

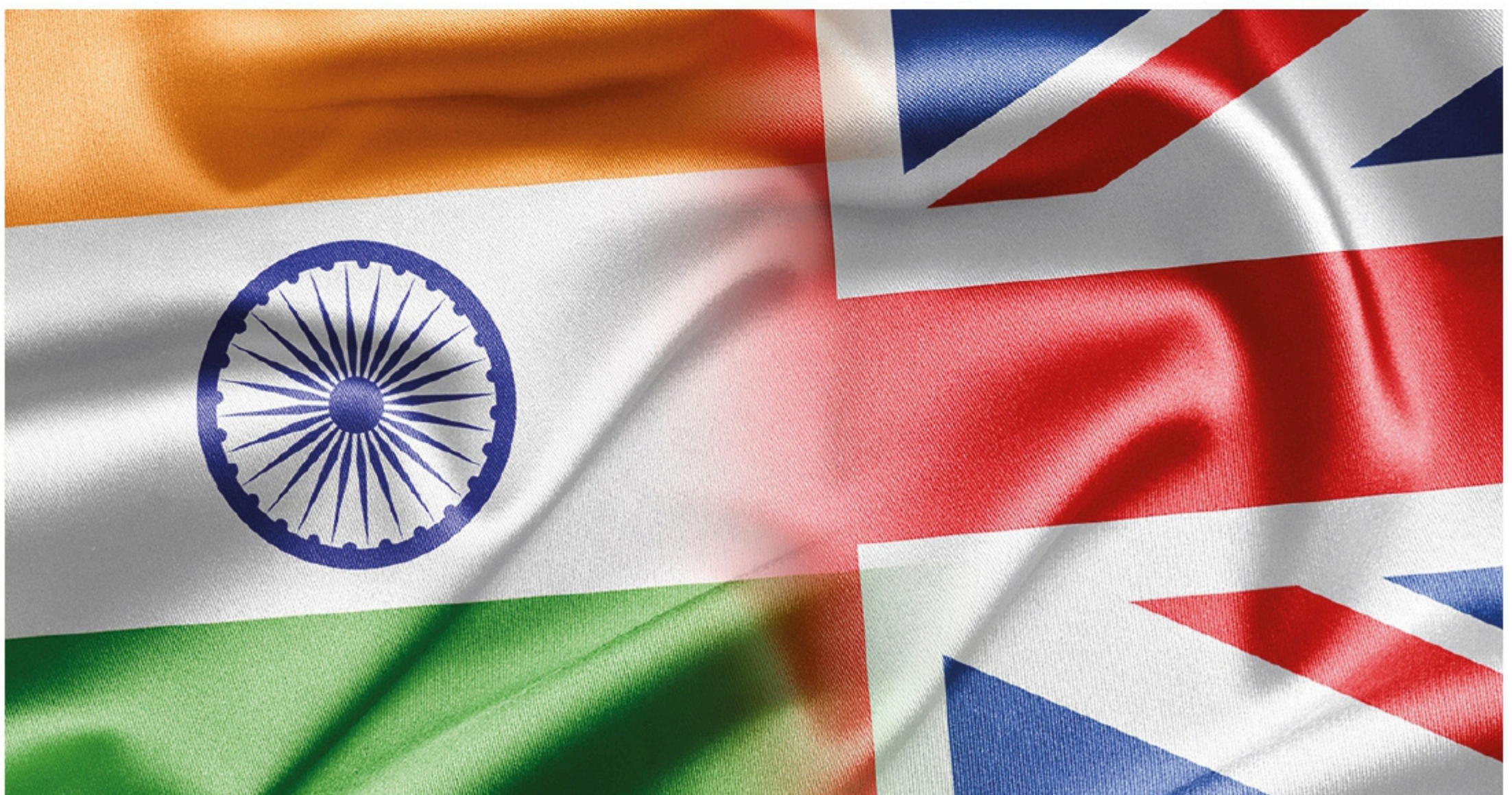
❖ **Product Regulatory Dossier:** For each product, create and maintain a complete dossier of all required technical certifications, test reports, and labelling specifications to ensure full compliance with the regulations of the destination market.

❖ **Contractual and Documentary Fortification:** Implement a rigorous internal process for ensuring absolute consistency across all shipping and customs documents. Furthermore, review and amend all commercial sales and supply agreements to explicitly and unambiguously allocate all risks, costs, and liabilities associated with customs and regulatory compliance.

Navigating the complexities of this Agreement requires diligent and expert legal oversight. A failure to address these blindspots will not only prevent the realisation of the Agreement's benefits but may also expose your business to significant and unforeseen financial and legal jeopardy. © Copyright Taxmann. No part can be copied or circulated without the permission of Taxmann.



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Uae And The Singapore Convention On Mediation Legal Implications And Commercial Consequences Of The Uae's Move Towards Accession



Mediation has long offered businesses an attractive proposition: resolve a dispute faster, at lower cost, confidentially and, where possible, without destroying a valuable commercial relationship.

Yet one question has continued to concern parties to international transactions: What happens if the other side does not honour the settlement?

That is the problem the United Nations Convention on International Settlement Agreements Resulting from Mediation—the Singapore Convention on Mediation—was designed to address.

For the UAE, the move towards accession is therefore more than another development in dispute resolution. It complements the country's ambition to provide international businesses with a sophisticated, predictable and modern legal environment for resolving disputes.

Why Was the Convention Needed?

International arbitration has long benefited from the 1958 New York Convention, which provides a widely accepted framework for the recognition and enforcement of foreign arbitral awards. Mediation did

not have an equivalent.

A mediated settlement is essentially an agreement voluntarily reached between parties. If one party subsequently refused to perform, the other could face the prospect of commencing proceedings based on breach of that settlement.

The Singapore Convention seeks to address this weakness. Adopted by the United Nations General Assembly in December 2018 and opened for signature in Singapore on 7 August 2019, it establishes an international framework through which qualifying commercial settlement agreements resulting from mediation can be relied upon and enforced across borders. Put simply, it seeks to give international mediated settlements something they have historically lacked: greater enforceability and predictability.

Where Does the UAE Stand?

The UAE announced its intention to join the Singapore Convention in March 2022.

A significant step followed in 2026 with Federal Decree No. 85 of 2026, approving the UAE's accession to the Convention.

Domestic approval does not mean the Convention

is already operational in the UAE. Under Article 14, the Convention enters into force for a state six months after its instrument of accession is deposited with the Secretary-General of the United Nations. Until the UAE completes that process and the prescribed period has elapsed, the Convention's enforcement framework will not apply in the UAE. So businesses should not yet treat the new enforcement mechanism as available.

The UAE's Two Reservations

The UAE has chosen to make use of both reservations permitted under Article 8.

First, the Convention will not apply to settlement agreements involving the UAE government, governmental agencies or persons acting on their behalf.

Second, and particularly important for businesses, the UAE has adopted the opt-in reservation. The Convention will therefore apply only where the parties have expressly agreed to its application.

This may appear to be a technical drafting issue. In practice, it could be crucial.

Once the Convention becomes effective for the UAE, lawyers drafting international mediated settlements should specifically consider whether their clients want its protection. If they do, the agreement should expressly record the parties' agreement to the application of the Convention. A few carefully drafted words could determine whether an international enforcement mechanism is available.

What Does It Mean for Business?

Consider a UAE company involved in a substantial dispute with an overseas supplier. The parties mediate, reach a settlement, preserve their commercial relationship and avoid costly proceedings.

Then one party fails to perform. The Convention is intended to strengthen that position.

Once applicable in the UAE, a party to a qualifying international commercial mediated settlement—where the UAE's opt-in requirement has been satisfied—will be able to seek relief under the Convention in accordance with applicable procedural rules, without first having to obtain a judgment on the settlement or convert it into an arbitral award.

That changes the commercial calculation. The question is no longer simply, "Can we settle?"

It also becomes, "If we settle, can we rely upon it internationally?"

Greater confidence in the answer may encourage businesses to mediate earlier, rather than treating mediation as a final attempt after lengthy litigation or arbitration.

A valuable alternative

Mediation is often promoted because it can save time and money. But that undersells its real value. Its

greatest strength may be flexibility.

A court or tribunal generally determines legal rights and remedies. Mediation allows parties to explore solutions that a court may never be able to order.

Payment schedules can be renegotiated. Commercial arrangements can be restructured. Future business can be preserved. Confidentiality can be protected. Parties can devise solutions reflecting commercial realities rather than simply legal entitlements.

This is particularly valuable in the UAE, where business relationships frequently cross jurisdictions, cultures and legal systems.

A dispute does not always need a winner and a loser. Sometimes the best result allows both sides to move forward.

Strengthening the UAE's Dispute Resolution Position

The move towards the Convention is part of a larger story.

Over the past two decades, the UAE has developed sophisticated dispute resolution infrastructure. The DIFC Courts, ADGM Courts, arbitration institutions and increasing emphasis on mediation have helped establish the country as an international dispute resolution hub.

The Singapore Convention adds another dimension.

Legal certainty matters to investors. Businesses want to know not only what happens when transactions succeed, but what happens when they go wrong.

A jurisdiction offering credible litigation, arbitration and mediation mechanisms gives businesses meaningful choices.

The Convention could also stimulate mediation as a profession in the UAE. Greater confidence in mediated settlements should increase demand for qualified mediators, mediation centres and lawyers skilled in mediation advocacy.

Lawyers may also need to adjust their approach. Effective mediation advocacy is not simply litigation conducted around a conference table. It requires understanding interests as well as rights, identifying commercially acceptable outcomes and recognizing when compromise creates greater value than victory.

Not a Magic Wand

The Convention should not be overstated.

It contains grounds on which relief may be refused, including incapacity, issues concerning the validity or binding nature of a settlement, certain serious breaches of mediator standards and public policy considerations.



The UAE's opt-in reservation also means the Convention will not automatically apply to every mediated settlement. Parties must consciously choose it.

There is also a temporal limitation. Under Article 9, the Convention applies only to settlement agreements concluded after it enters into force for the relevant Convention Party. Existing settlements will therefore not suddenly acquire Convention protection.

These limitations do not diminish its importance. They demonstrate why effective dispute resolution depends not merely on treaties, but also on good drafting, informed lawyers, competent mediators and consistent judicial implementation.

From Mediation to Confidence

Perhaps the Convention's greatest contribution is confidence.

Businesses have always been able to mediate. The challenge has been convincing them that mediation offers sufficient certainty when substantial international interests are at stake.

A credible cross-border enforcement framework changes that conversation.

For the UAE, the development fits naturally with its position as a centre for international trade, investment

and dispute resolution. Accession will broaden the options available to international businesses and reinforce the country's commitment to modern commercial dispute resolution.

The real success of the Convention, however, will not be measured by how many lawyers cite it. It will be measured by how many disputes never reach a courtroom or arbitral tribunal because businesses have sufficient confidence to sit across a table, negotiate and compromise—and know that the agreement they sign carries international weight.

Mediation has always offered the possibility of settlement. The Singapore Convention offers something more important: greater confidence in that settlement.

And in international commerce, confidence can make all the difference.



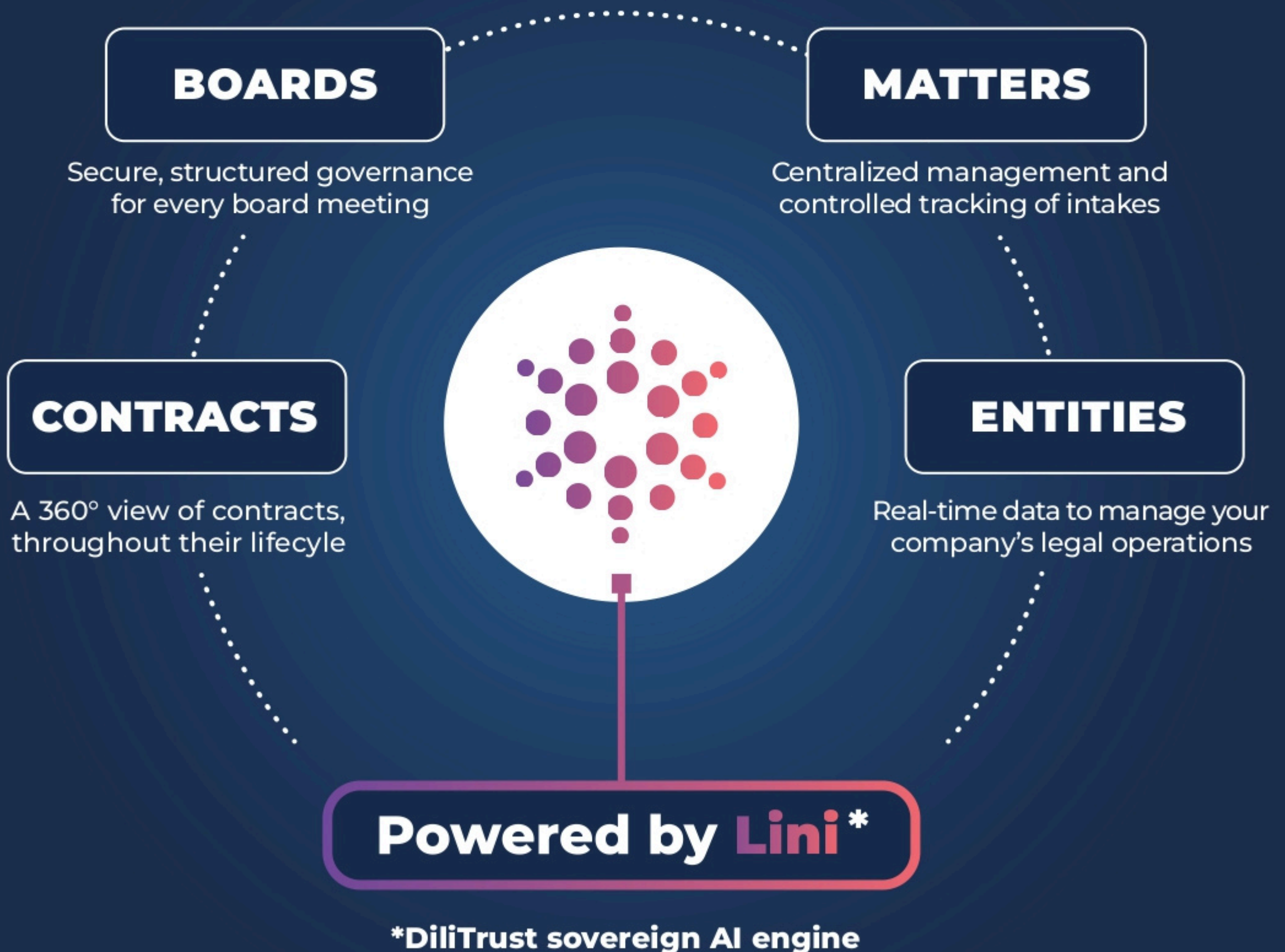
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Navigating the Complexities of Land-Related Legal Issues in the Transmission Sector and Renewable Energy Sector

India's renewable energy sector has gained unprecedented impetus, driven by ambitious targets such as achieving 500 GW of non-fossil fuel capacity by 2030. In 2024-25, the Ministry of Power has been allocated Rs 20,502 crore, an increase of 16% over the revised estimate for 2023-24. Pioneering policies like the National Solar Mission, solar and wind policies, streamlined, expeditious, efficient and ease of land conversions from agricultural status to industrial status, ease of doing business in the sector and Production-Linked Incentive (PLI) schemes have galvanized extensive private and public sector participation. The Green Energy Corridor projects have been initiated to facilitate renewable power evacuation and reshape the grid for future requirements. Furthermore, the Indian electricity sector is poised for a transformative shift in demand growth, energy mix, and market operations. With a steadfast commitment to ensuring reliable and sufficient electricity access for all, India is accelerating its clean energy transition by reducing reliance on fossil fuels and embracing environmentally sustainable renewable energy sources. According to a report by NITI Aayog, seven states in India, namely Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, and Telangana, possess abundant resources for renewable energy capacity expansion. The cumulative solar installed capacity in some of the important states in India as on 31.12.2022:

Sl. No.	State	State-wise cumulative solar capacity installed
1	Rajasthan	16340.75
2	Gujarat	8500.74
3	Karnataka	7885.56
4	Tamil Nadu	6412.36
5	Telangana	4650.93
6	Andhra Pradesh	4524.72
7	Maharashtra	3646.13
8	Madhya Pradesh	2774.78
9	Uttar Pradesh	2485.16
10	Punjab	1153.21
11	Haryana	990.67
12	Chhattisgarh	944.22
13	Kerala	688.34
14	Uttarakhand	575.46

On the other hand, Assam and Punjab have been recognised as states facing resource deficits in this regard. This strategic amalgamation of progressive policymaking, and robust legal infrastructure cements India's position as a global leader in renewable energy transition. As the world transitions to a low-carbon economy, the transmission sector and renewable

energy industries are facing unprecedented growth and transformation.

However, this growth is not without its challenges, particularly when it comes to land-related legal issues. A study by the Council on Energy, Environment and Water (CEEW) stated that states with more favourable policies have seen faster deployment of renewable energy projects, while those with less supportive frameworks have struggled to attract investment and meet their renewable energy targets.

In this article, we will delve into the key concerns and complexities surrounding land acquisition, use, and management in the transmission and renewable energy sector.

The Challenge of Land Acquisition

One of the most significant land-related legal issues facing the transmission sector and renewable energy industries is land acquisition. The process of acquiring land for infrastructure projects, such as transmission lines and renewable energy facilities, can be complex, time-consuming, and costly.

The lands can be acquired from privately held individual owners or through the Government under specific statutory provisions such as The Right to Fair Compensation and Transparency in Land Acquisition,

Rehabilitation, and Resettlement Act, 2013, or from the already existing renewable energy parks. Under the current regime, there are elaborate compliances that must be met for such acquisitions. However, certain provisions—such as majority consent, environmental impact assessment (EIA), and social impact assessment (SIA)—included in the act were viewed as obstacles, making land acquisition for industrial and infrastructure projects more complex and time-consuming. These procedures include obtaining the consent of at least 70% of the affected landowners for private projects and 80% for public-private partnership projects. The MNRE's 2022 annual report points out that many projects have faced significant setbacks due to difficulties in securing land, resulting in higher costs and financial instability for developers. These delays not only impede the timely completion of projects but also deter potential investors, who are wary of the risks tied to land acquisition. Another report from the International Finance Corporation (IFC) highlights key challenges facing India's renewable energy sector, emphasizing that while there is considerable potential and interest in renewable energy, the report points out that the financial ecosystem has not yet fully evolved to support this shift. Access to affordable and accessible financing is crucial



for scaling up renewable energy projects, and without it, the progress of India's transition to green energy could be considerably delayed.

The Torrent Power vs. SECI dispute highlights the challenges that can emerge when aligning the goals of promoting renewable energy with practical realities, such as land allocation. The delay in land allotment for the development of nearly 500 MW of wind power capacity was caused by changes in land allocation policies by the Government of Gujarat, underscoring the complexities involved in navigating regulatory frameworks while advancing renewable energy projects.

A key concern is the issue of fair compensation for landowners. In many cases, landowners are not adequately compensated for their land, leading to disputes and delays. In a recent development on July 26, 2023, the Hon'ble Bombay High Court directed the Maharashtra State Government to provide compensation to farmers whose lands were acquired for various infrastructure projects in 2017. Furthermore, the process of land acquisition can be opaque, with landowners often lacking access to information about the project and its potential impacts. This may, at times, cause protracted litigations. The parks pose their specific and unique challenges which at time may not be amenable to the project or economic and logistic dynamics.

The MNRE recognised the need for a regulatory process to obtain land acquisition permits and a quota for the required quantity of water from state government. It suggested regular interaction with state government and regulatory authorities, but the actual effect on accelerating the process remains to be seen (MNRE, 2011). The Centre has directed all states and union territories to prioritize land acquisition for renewable energy projects to achieve India's target of 500 GW of renewable energy capacity

by 2030. State action plans will capture strategies and incentive schemes to attract developers and original equipment manufacturers (OEMs) for renewable energy investments.

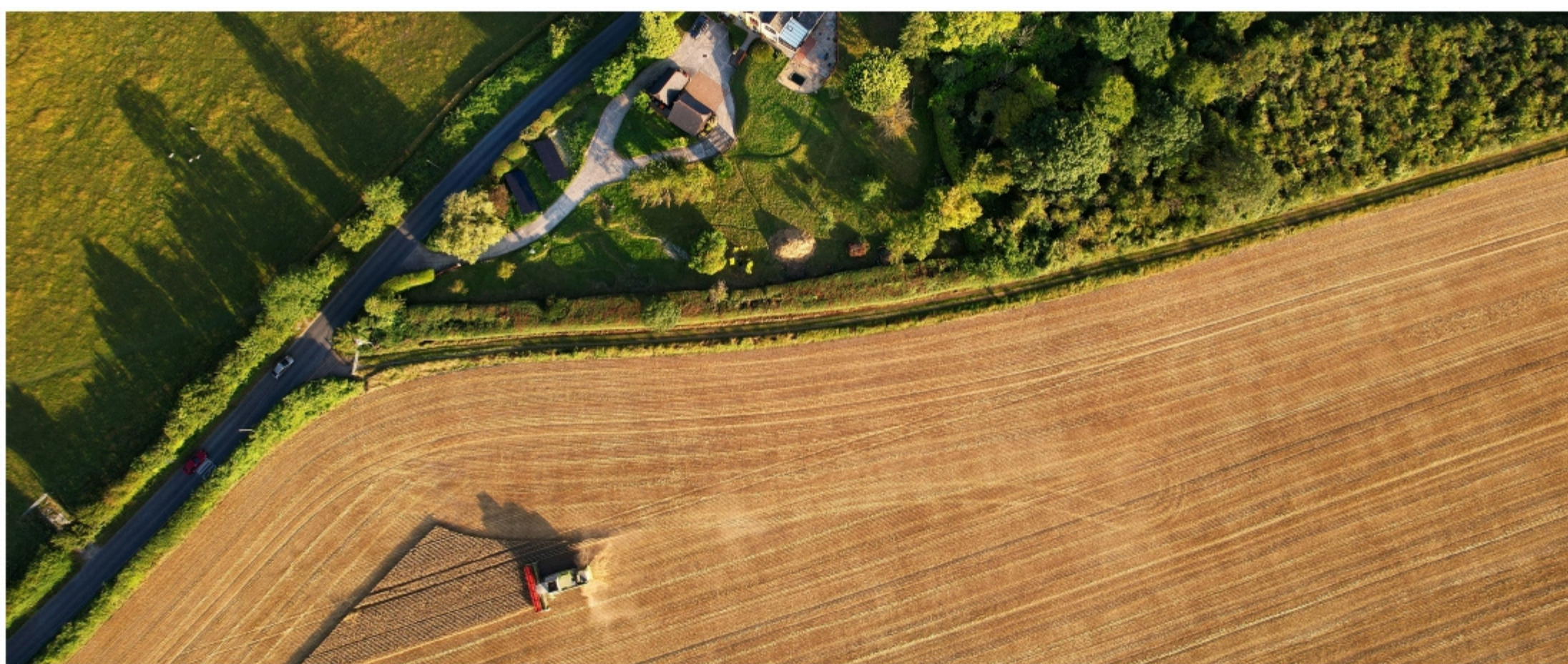
In the transmission sector, the Telegraph Act, 1885, and the Electricity Act, 2003 outline the rights of utility companies to lay down transmission lines while ensuring compensation for landowners. However, compensation often only covers surface damage, leading to disputes over land value and additional compensation claims from landowners. The Ministry of Power has issued guidelines to enhance compensation rates, allowing for 85% of the land value for tower base areas and 15% for ROW corridor diminution.

Best Practices to be followed

There are several best practices that can help to address land-related legal issues in the transmission sector and renewable energy sector. These include:

- ❖ Conducting thorough environmental and social impact assessments to identify potential risks and impacts;
- ❖ Engaging with local communities in a transparent, inclusive, and respectful manner;
- ❖ Providing fair and adequate compensation to landowners;
- ❖ Establishing clear policies and regulations that provide a framework for land acquisition, use, and management.

Land is primarily a state subject under the Indian Constitution and each state jurisdiction poses unique challenges due to the multiplicity of laws governing land ownership and transfers. Certain states lack clear policies for land allocation, limiting the potential for solar and wind energy projects. For example, regions like Rajasthan and Jammu and Kashmir have large areas of wasteland that could be utilized for renewable



energy development, but the lack of defined land allocation policies hinders progress in these areas.

Land acquisition has been recognized as a significant barrier to the growth of renewable energy projects across India. The time required to acquire land can range from 6 to 12 months, and in some cases, may exceed a year (World Bank, 2010). To streamline the process, the World Bank recommended a single-window clearance for all approvals. For grid-connected projects, proximity to transmission and distribution networks is crucial. As the number of renewable energy projects increases, competition for suitable land intensifies, further escalating capital costs.

Despite advancements in digitalization in land records, verification of physical records is sacrosanct as often there are bottlenecks in accessing and verifying records. Also, in India there is no government title insurance and there is no registration of title under the prevalent law, notably the Indian Registration Act, albeit there is registration of instruments of title. In the circumstances, extensive due diligence is imperative to identify potential risks and red flags. The due diligence necessitates meticulous examination of land records from the government's repository and title documents over a considerable period of time extending to thirty years or more, court orders, and state-specific laws to ensure that the lands can be acquired and subsequently collateralised against funding by financial institutions.

One option is leasing of private land, wherein, typically a private entity, enters into a voluntary agreement with landowners to lease their land for 25–30 years in exchange for annual rent payments, incorporated into the policies of several state governments, including Maharashtra, Karnataka, Tamil Nadu, Uttar Pradesh, Himachal Pradesh, and Delhi. Another option is leasing government-owned land, such as vacant or wasteland, for renewable energy projects. The Indian government's guidelines encourage states to utilize such land: "Land for the establishment of Solar Parks will be identified by the State Government unless the implementing agency already owns land. To secure a large tract of contiguous land with suitable insolation levels, the State Government may prioritize the use of government wasteland or non-agricultural land to expedite the acquisition process."

Further, the funding requirements of the projects which requires mortgage backed security. The ingress of funds through viable and ever burgeoning funding options indubitably act as a catalyst for project development, however the government regulations and watchful monitoring by the Reserve

Bank of India mandates the financial institutions to mitigate their exposure to risks associated with lending. As a natural corollary, lands need to have perfect title and also mortgage ability. The lenders would ensure to have detailed insights into the legal status of the lands and their enforceability under the Debts Recovery Tribunal (DBRT) and Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act.

The cumulative effect of these challenges has been substantial. For example, a recent report indicated a 44% decline in solar installations in 2023 due to land acquisition issues, highlighting how these barriers directly impact India's renewable energy targets.

The Importance of Community Engagement

Community engagement is critical in addressing land-related legal issues in the transmission sector and renewable energy industries. Effective community engagement can help to build trust, address concerns, and ensure that the needs and interests of local communities are taken into account. However, community engagement can be challenging, particularly in cases where there are competing interests and priorities.

Reaching an amicable solution between villages requires a team of all patwaris (including the present one and the past ones) under the command of the district collector to ensure that the land quantum registered is correct and readily available. It is essential that companies engage with local communities in a transparent, inclusive, and respectful manner, providing clear information about the project and its potential impacts.

Conclusion

Land-related legal issues are complex and challenging in the transmission sector and renewable energy industries. Addressing these issues requires a deep understanding of the key concerns and complexities, as well as the importance of community engagement, policy and regulation, and best practices. By working together, we can ensure that the development of the transmission sector and renewable energy industries is sustainable, responsible, and benefits local communities at large.



SHRUTI JAIN

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Architecture Of A Contract: From Blueprint To Enforcement

A contract is the Bible of all transactions and the businesses stemming thereof; each offshoot of a business also being carefully documented, and each of these require considerable time and effort by both the contracting parties as well as their advisers. While in case any dispute occurs, the ultimate settlement happens in the Courts; but as corporate lawyers would advocate – the food for arguments comes from the manner in which a document is curated. Here, the emphasis is to highlight how simple clauses have larger consequences and typically what clauses are material with a basic guide on approach thereon.

The structure of a contract is typical, the preamble, the recitals, the interpretations, the body, followed by the boiler plates. Without even one of these, a contract is handicapped.

Preamble, Recitals, and Interpretations: The Foundation of Intent

While often overlooked as mere formalities, the Preamble and Recitals (the 'whereas' clauses) are critical. They set the context, background, the commercial understanding, and the intent of the parties entering into the agreement. In an instance of ambiguity within the operative clauses, Indian courts frequently refer to the recitals to discern the true intention of the parties. A well-drafted recital section can be a powerful tool in litigation to guide judicial interpretation in your favour. Similarly, the 'Definitions and Interpretations' clause is the dictionary of the contract. Ambiguity here will cascade into disputes throughout the agreement. Defining terms like "Confidential Information" or "Material Adverse Effect" with precision prevents future conflicts over their scope and application.

Representations and Warranties: The Bedrock of Assurance

Representations and Warranties (R&Ws) are statements of fact made by one party to induce the other to enter into the contract. For instance, a seller represents that it is duly incorporated, holds all necessary licenses, and has clear title to its assets. A warranty is a promise that these facts are true and will remain true for a certain period.



The crucial linkage is between a breach of these R&Ws and the 'Events of Default' clause. A meticulously drafted contract will specify that any material breach of a representation or warranty constitutes an immediate Event of Default, but not before a well-defined cure period has passed. This can trigger a cascade of remedies for the non-breaching party, including the right to terminate the contract, accelerate payment obligations, or claim indemnification for losses. However, the right to terminate a contract for breach is ideally predicated, or rather should be, on the breach being "material", meaning it is so significant that it defeats the very purpose of the agreement, and not based on a trivial infraction. A counter-argument, however, may be made where the clause specifies "any breach" as an event to terminate, irrespective of its materiality. While contracts may grant termination rights, these must be exercised in good faith and cannot be triggered by minor issues that do not fundamentally impact the commercial arrangement.

Negotiations often centre on qualifiers. A party may seek to qualify its representations with phrases like "to the best of its knowledge," limiting its liability to what it actually knew, as opposed to what it ought to have known. Conversely, the other party will push for unqualified, absolute statements. The inclusion of a "bring-down" certificate at closing in some transactions, where a party re-affirms its R&Ws, is a vital mechanism to ensure the factual basis of the deal remains intact until completion.

Indemnity Clauses: The Shield Against Loss

An indemnity clause is a contractual promise by one party (the indemnifying party) to compensate the other (the indemnified party) for a specific loss or damage. This is one of the most heavily negotiated clauses as it directly allocates risk. A robust indemnity clause should clearly define (a) the scope, i.e. what losses are covered - only direct losses arising from a breach or indirect and consequential losses as well, and if it covers third-party claims, legal costs, and taxes; and (b) the limitations, i.e. include a 'cap' on the total liability (often linked to the contract value); and (c) a survival period after which no new claims can be brought. A failure to draft these with precision leads to protracted disputes over the quantum and eligibility of a claim.

Liquidated Damages: Pre-Estimating Loss

Liquidated damages clauses specify a predetermined sum payable by the defaulting party upon a breach of contract. As discussed, under Section 74 of the Indian Contract Act, 1872, this sum must be a genuine pre-estimate of the loss likely to be suffered, not a penalty. The basis for calculation should be clearly articulated in the contract. Factors to consider include: (a) difficulty in

proving actual damages, where it is difficult to precisely quantify the actual loss that would arise from a breach (e.g., delay in project completion, loss of market opportunity); (b) reasonableness of the quantum and it being proportionate to the potential loss; (c) linkage to specific and identifiable breaches.

Payment Clauses and Enforcement Issues

The commercial heart of many contracts is the obligation to pay. Clarity is paramount: the exact amount, the currency, the due date, the method of payment, and the consequences of late payment. A clause stipulating interest on delayed payments is standard, but its enforceability hinges on it being a genuine pre-estimate of loss, not a penalty. Under Section 74 of the Indian Contract Act, 1872, courts will not enforce a penalty clause and will only award reasonable compensation not exceeding the amount stipulated.

Enforcement, especially for payment, is a significant challenge. To mitigate this risk, particularly in large transactions, parties may insist on securing payment obligations through mechanisms like an irrevocable bank guarantee, a standby letter of credit, or by routing payments through an escrow account. These instruments shift the primary risk of non-payment from the counterparty to a financial institution, providing a much higher degree of certainty.

Non-Compete Clauses: Balancing Protection and Freedom

Non-compete clauses, or restrictive covenants, aim to prevent a party from engaging in a competing business for a certain period and within a specific geography. However, Section 27 of the Indian Contract Act, 1872, declares any agreement in restraint of trade to be void.

Courts have carved out exceptions, upholding "reasonable" restrictions; the test of reasonableness is key. A non-compete clause is more likely to be upheld if: (a) It is ancillary to a primary transaction, such as the sale of a business with its goodwill, an employment contract, or a joint venture; (b) the restriction is limited in duration; (c) the geographical scope is not overly broad where the business operates; and (d) the scope of business being restricted is narrowly defined and directly related to the business being protected. A blanket ban on a person pursuing their trade is almost always struck down. Therefore, drafting must focus on protecting a legitimate proprietary interest (like trade secrets or customer connections) rather than on merely stifling competition.

Related Party Transactions and Cross-Border Complexities

When contracting parties are related (e.g., group

companies), the transaction must be demonstrably at arm's length to comply with corporate governance norms under the Companies Act, 2013, and to avoid challenges from minority shareholders or tax authorities.

In cross-border transactions, this scrutiny intensifies. The contract must not only satisfy Indian law but also navigate international tax treaties and transfer pricing regulations. Furthermore, anti-money laundering (AML) laws impose a significant compliance burden. Contracts must include clauses requiring parties to provide sufficient Know Your Customer (KYC) documentation and warrant that the funds involved are from legitimate sources. A breach of these AML-related warranties should be an immediate and non-curable event of default, giving the other party the right to terminate instantly to avoid legal and reputational contagion.

Assignment Clauses: Transferring Rights and Obligations

An assignment clause governs a party's ability to transfer its rights or obligations under the contract to a third party. In cross-border transactions, this clause carries significant weight. If a party assigns its rights, the governing law of the assignment itself might differ from the governing law of the underlying contract, creating complex legal issues. Furthermore, it is crucial to distinguish between assignment (transfer of rights) and novation (transfer of both rights and obligations, requiring the consent of all original and new parties). A novation creates a new contract, extinguishing the old one, which has different legal implications. Assignment clauses are sometimes linked to "change of control" provisions, where a change in ownership or control of a party is deemed an indirect assignment, triggering consent requirements or even termination rights.

Exit Clauses and Mechanisms for Exits

Exit clauses are vital provisions in any contract, particularly where an investment is involved. They provide a predefined roadmap for parties to disengage from the contractual relationship, ensuring an orderly and predictable separation. Some typical exit clauses include an IPO, sale of the entire company / majority stake to a strategic buyer (a mergers and acquisitions), a secondary sale, buyback that requires the promoters or remaining investors (partners / promoter / shareholders) to buy the exiting party stake which includes clauses like right of first offer / refusal or pre-emption rights, put and call options, tag and drag along rights. Each of these have their own significance depending upon the situation and stakes involved and need to be carefully worked out.

Safeguarding Client Interests While Drafting

Effective contract drafting is fundamentally about risk management and protecting the client's interests. Key strategies include:

Thorough Due Diligence: Understand the client's business, the counterparty, the commercial objectives, and potential risks. This informs the entire drafting process.

Clear and Unambiguous Language: Ensure that every clause is precise and leaves no room for multiple interpretations. Ambiguity is the breeding ground for disputes.

Proactive Risk Allocation: Use representations, warranties, indemnities, and limitations of liability to allocate risks fairly and predictably. Ensure the client is adequately protected against foreseeable and unforeseeable risks.

Robust Dispute Resolution Mechanisms: A clear and enforceable dispute resolution clause (arbitration, mediation, or court jurisdiction) is paramount. SIAC, for example, is widely preferred in cross border contracts for arbitration.

Comprehensive Exit Strategies: Plan for the end of the contract, whether through natural expiry, termination for cause, or mutual agreement, ensuring a smooth and predictable winding-up of obligations.

Force Majeure: Include a well-defined force majeure clause to excuse non-performance due to unforeseeable events beyond the parties' control, specifying the events, notice requirements, and consequences.

Conclusion

The art of contract drafting lies in foreseeing potential conflicts and meticulously crafting clauses that address them proactively. Each clause, from the foundational representations and warranties to the critical dispute resolution mechanisms, and extending to the crucial exit strategies and security provisions, plays a vital role in shaping the commercial relationship and determining the outcome in times of disagreement. A well-drafted contract is not merely a record of agreement but a strategic tool that allocates risks, defines responsibilities, and provides a clear roadmap for navigating the complexities of business transactions, thereby minimizing disputes and fostering successful commercial ventures.



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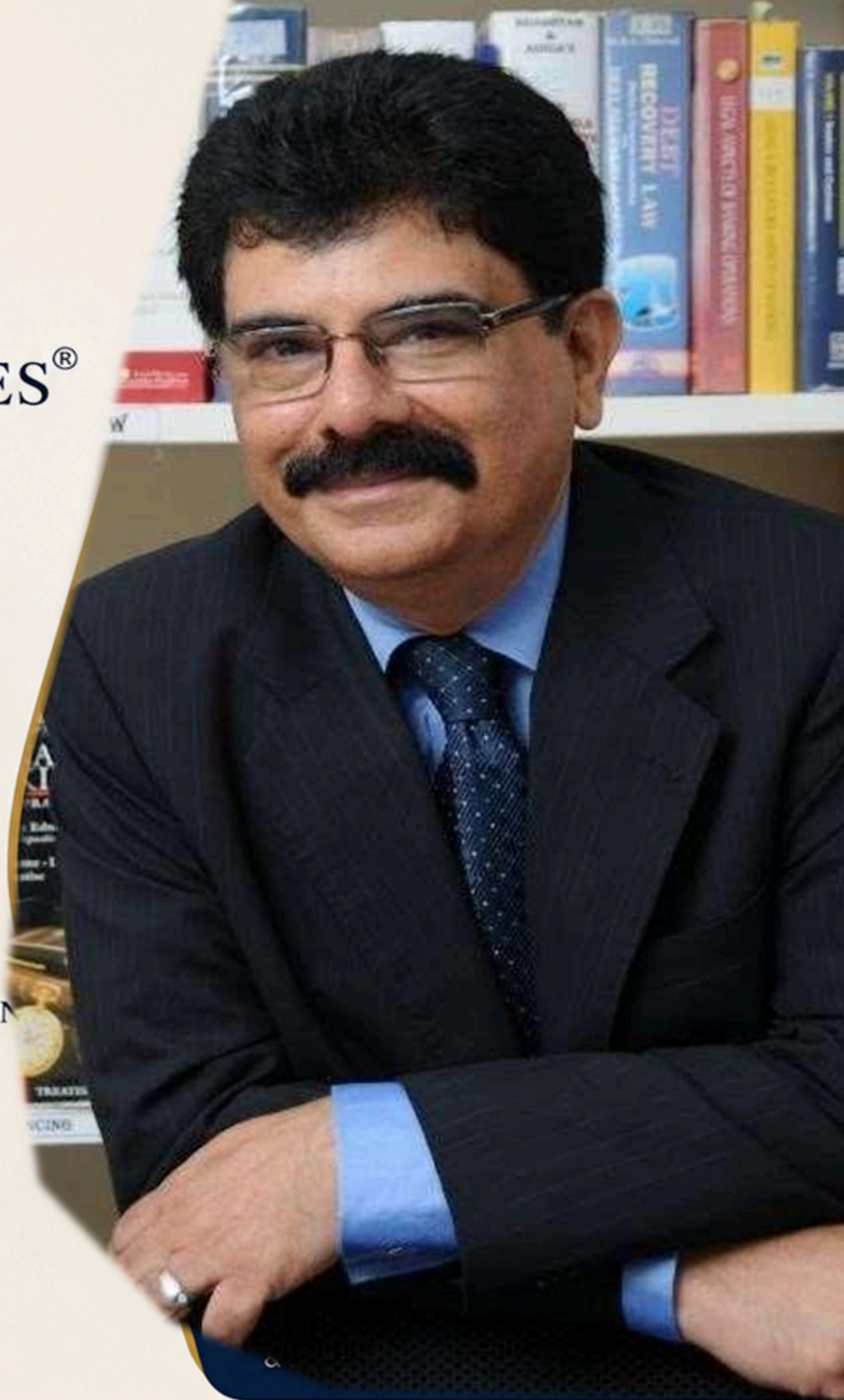
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From Gatekeeper to Architect: How Artificial Intelligence Is Redrawing the In-House Counsel's Mandate

Ask

most people what an in-house lawyer does and, if they're honest, the picture that comes to mind is a gate. Counsel stands at the threshold of a decision, and the job is to keep the wrong things out, the clause that won't hold, the disclosure that goes out a day late, the risk nobody bothered to price. For a long time that was the whole of it. We were the function that said "no," or, on a good day, "not yet."

I've spent more than a decade in that role, and I can tell you the picture is now out of date. Two forces are pulling it apart at the same time. One is artificial intelligence, which has quietly become good enough to matter. The other is a wave of regulation that no longer treats technology as somebody else's problem. Between them, the old wall separating "legal work" from "how the business actually runs" is coming down. And the general counsel are being asked to do something we were never really asked to do before, not to guard the gate, but to design the building.

Start with the numbers, because they are striking. In the Association of Corporate Counsel's 2025 survey of in-house teams, 657 professionals across thirty countries, active use of generative AI among in-house counsel hit 52 percent. A year earlier it was 23 percent. It more than doubled in twelve months. Ninety-one percent said the biggest payoff was efficiency in drafting and research, and almost two-thirds expected to lean less on outside firms as a result.

Anyone who has run a legal team knows exactly why. A first cut of a routine agreement, the initial sweep through a data room, checking a counterparty's paper against your own playbook, this is the work that used to eat an afternoon, and a supervised model now does the heavy lifting in minutes. When your team is small and the volume isn't, that reclaimed time isn't a nice-to-have. It's the difference between processing documents and actually thinking.

But if all we take from this moment is "we can draft faster," we've missed the point entirely. Speed doesn't change what a lawyer is for. The real shift is somewhere else. Technology has stopped being a tool we use and become the thing we have to govern.

Here's what caught my attention. Regulators in very different jurisdictions are arriving at the same idea at almost the same moment: when a company puts AI to work, it cannot hand the accountability to

the algorithm. Someone has to own it and, more and more, that someone sits on or answers to the Board.

In India, SEBI's June 2025 consultation paper on the responsible use of AI and machine learning in the securities markets is a good tell. It sets out five pillars, model governance, investor protection and disclosure, proper testing before anything goes live, controls for fairness and bias, and data privacy. All sensible. But the part worth underlining is where it puts the responsibility, regulated firms are expected to keep real oversight in-house, with named senior people answerable for how their models behave. Automate the task if you like. You don't get to automate away the responsibility.

Data regulation is telling the same story. India's Digital Personal Data Protection Rules, notified in November 2025, finally give the 2023 Act teeth, with the core obligations for data fiduciaries biting from May 2027. If your organisation handles sensitive personal data and in healthcare, that's not a corner of the business, it's the whole of it, protecting that data has gone from an IT chore to a fiduciary duty that lands squarely on the board, with breach-notification timelines, consent architecture and heavier obligations for the larger players. The EU's AI Act and supervisory expectations elsewhere are pushing in the same direction.

The pattern underneath all of it is what should interest us. Regulators aren't satisfied with catching problems after the fact anymore. They want to see the governance built in beforehand, the framework, the controls, the map of who is accountable, the trail that shows the thinking behind a decision before it was taken. That isn't gatekeeping. That's architecture. And it's ours to do.

The thing an architect hands over isn't a memo explaining why something can't be done. It's the structure that lets the business go ahead safely, the guardrails inside which the answer can finally be "yes."

In practice that means owning the machinery an organisation needs to adopt technology without getting hurt by it. The acceptable-use policy that tells people where these tools may go and where they must never take privileged or confidential material. The model-governance protocol that records how a system was tested, watched and signed off. The data-governance regime that traces where information

actually flows against what you were allowed to do with it. The disclosure discipline that keeps what the market hears accurate and on time. None of these is a document you write and file. Each is a structure you design, the thing a board can be shown, an auditor can test, and a regulator will accept.

For the company secretary the change runs even deeper. The board's own plumbing, how information reaches directors, how minutes hold up, how filings stay on schedule, how you stand behind a growing pile of machine-assisted work is going digital. Which makes the secretary the custodian of the board's information: the person who can vouch that when directors rely on a system, the system is worth relying on, and that when a machine drafted something, a human read it, understood it, and put their name to it. In a world of automated first drafts, that kind of patient human checking isn't a drag on progress. It's the thing that makes the progress safe to use.

I don't want to wave away the risks, because they're real and pretending otherwise fools no one. These models still invent authority and sound completely sure while doing it. Confidentiality and privilege can evaporate the second someone pastes the wrong thing into the wrong tool. Bias can slip through dressed up as objectivity. And the accountability gap, the quiet assumption that "the model decided" is precisely the gap regulators are moving to close.

The takeaway isn't to be timid. It's to be clear-eyed about what the technology does and doesn't do. AI sharpens judgment; it doesn't supply it, and

it certainly can't carry the responsibility that comes with it. The value of an in-house lawyer is moving, fast, away from cranking out documents and toward the harder work, knowing which questions actually matter, how to shape the risk, and where the accountability finally has to sit. That's the part no system can do for you. It's also the part that's becoming worth more, not less.

The lawyers who'll set the tone for the next ten years aren't the ones digging in against the technology, and they aren't the ones handing it the keys either. They're the ones treating it as material to be shaped building the frameworks, holding the governance, carrying the accountability that boards and regulators now want to see out in the open.

The gate was never the point. The structure is. For a profession that's spent too long cast as the brake, this is a genuinely good moment: a chance to be the architect instead, and to design the systems that let an organisation chase what it wants with its integrity intact. The tools are here. The rules are settling into place. The only thing left is for us to pick up the drawing board.



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Navigating Data Localisation, Protection, and Privacy in Cross-Border Technology Deployment

Three Concepts Often Conflated

Cross-border technology deployment increasingly requires organisations to navigate three related but distinct questions: what data may be collected and used, what protections must surround it, and where particular categories of data may be stored or processed. These questions are often grouped together under the broad label of “data compliance”, but they are not interchangeable.

Data privacy concerns the rights and interests of individuals in relation to their personal information — what is collected, why it is collected, and how it is used or disclosed. Data protection is the governance and operational framework that gives effect to those rights: lawful processing, transparency, security, retention, accountability, and appropriate controls. Data localisation, by contrast, concerns geographic restrictions on where specified data may be stored, processed, or retained.

The distinction matters across technology environments, from cloud and SaaS platforms to AI-enabled products, fintech, digital services, telecom, satellite and enterprise technology. A system may satisfy privacy requirements while still failing a localisation requirement; equally, data may remain within a national border while being processed in a way that creates privacy or protection concerns.

This article considers these obligations as separate but interacting disciplines and sets out a practical framework for approaching them during technology design, market entry, contracting, and ongoing compliance.

The Regulatory Landscape: A Patchwork, Not a Blueprint

There is no single global framework governing cross-border data. Organisations operating across jurisdictions generally encounter overlapping regimes drafted for different purposes and applying different thresholds. A useful starting point is to consider three broad layers and then assess how they interact.

The Privacy Layer

The EU’s General Data Protection Regulation (GDPR) remains one of the most influential comprehensive privacy frameworks, addressing lawful bases, individual

rights, security, accountability, and international transfers. India’s Digital Personal Data Protection Act, 2023 (DPDP Act) establishes a framework built around notice, consent and specified obligations for Data Fiduciaries and rights of Data Principals, with operational detail supplemented by rules. Across APAC and other markets, requirements vary considerably.

The practical consequence is that organisations should identify the requirements applicable to each market, processing activity, and category of data rather than assuming that a single global privacy position will always suffice.

The Localisation Layer

Localisation requirements are more fragmented. Some rules may restrict transfers outside a jurisdiction; others may require domestic retention, local copies, or particular handling of defined categories of data. These obligations may arise outside the principal privacy statute, including in financial, telecommunications, security, or other sector-specific rules.

For technology organisations, the important question is therefore not simply whether data is “localised”, but which data is subject to a geographic requirement, what triggers that requirement, and what forms of storage, processing, transfer, or access are permitted.

The Sectoral and Licensing Layer

Technology deployments can also be subject to sector-specific rules, licences, contractual obligations, or regulatory frameworks that create additional requirements concerning data, security, access, retention, reporting, audit, or regulatory oversight.

These requirements can materially affect technology design even where they are not described as privacy rules. Telecom, fintech, healthcare, critical infrastructure and other regulated sectors may each introduce additional constraints. The broader lesson is applicable across technology: general privacy law should be reviewed alongside the rules governing the particular product, service, sector, or market.

Technology Architecture and the Data-Flow Question

The practical compliance challenge often begins with the architecture. Modern technology products may rely on cloud infrastructure, distributed processing,



regional hosting, third-party providers, analytics services, support functions, and cross-border development or operations.

Rather than treating the entire technology environment as a single data set, organisations should examine the relevant functions and flows. What data is generated? Where is it collected? Where is it processed? Where is it stored? Who can access it? Where does it move, and why?

This level of analysis helps distinguish genuinely regulated flows from those that do not trigger the same requirements. It also allows technical teams and legal teams to work from the same factual picture.

Where the Obligations Collide

Localisation requirements can pull in a different direction from operational objectives such as resilience, availability, latency, scalability, and cost. Privacy principles may favour minimisation and deletion while another legal or sectoral requirement may require retention.

Cross-border operations can also create overlapping obligations concerning access to information. A technology organisation may need

to consider the requirements of more than one jurisdiction when information is accessed, disclosed, transferred, or processed across borders.

Where requirements genuinely conflict, the objective should not be to assume that one rule automatically overrides another. The better discipline is to identify the competing requirements, assess available legal and technical safeguards, document the analysis, and escalate material residual risk through the appropriate governance process.

Data Protection as an Operational Discipline

Data protection is where legal requirements become operational controls. Appropriate governance may include access controls, security measures, retention rules, vendor oversight, incident response, records of processing, contractual safeguards, and mechanisms for exercising data-subject rights.

For technology companies, these controls should be connected to the way the product actually works. A privacy framework that exists only in policies and contracts but does not reflect the underlying data flows is unlikely to provide durable protection.

Practical Principles for Technology Organisations

- ❖ Map the data before you map the law. Identify what data exists, where it is generated, where it moves, where it is stored, and why.
- ❖ Minimise and limit purpose by design. Collect only what is necessary and define the purpose for which material categories of data are processed.
- ❖ Review the sectoral context. General privacy legislation is only one part of the regulatory picture where a technology product operates in a regulated environment.
- ❖ Build privacy and localisation considerations into architecture. Legal analysis is most effective when it happens before technical choices become difficult or expensive to change.
- ❖ Use contractual safeguards deliberately. Agreements with customers, vendors, processors, and affiliates should reflect actual roles, flows, responsibilities, and applicable transfer mechanisms.
- ❖ Keep external statements accurate and proportionate. Privacy notices, contracts, regulatory materials, and other external commitments should be based on the same underlying facts.
- ❖ Treat compliance as an ongoing process. Changes to products, vendors, processing locations, markets, or law can change the analysis and should trigger appropriate reassessment.

A Step-by-Step Navigation Guide for General Counsel

Principles become more useful when translated into a repeatable sequence. A general counsel or compliance lead can use the following framework when a technology deployment raises localisation, protection, and privacy questions simultaneously.

Scope the deployment

Who to engage: Business, product, technology, and relevant operational stakeholders.

What to read: The commercial scope, target markets, product description, and high-level architecture.

What to discuss: The nature of the deployment, relevant data categories, jurisdictions involved, third-party dependencies, and material timing considerations.

What to produce: A short scoping note identifying the jurisdictions, data categories, key questions, and responsible stakeholders.

Map the data flows

Who to engage: Engineering, architecture, security, and privacy/data-protection specialists.

What to read: Relevant system documentation, data inventories, records of processing, vendor information, and existing flow maps.

What to discuss: What data is generated, where, for what purpose, where it is stored or processed, who can access it, and where it moves.

What to produce: A function-level data-flow register identifying areas requiring further legal analysis.



Identify the applicable requirements

Who to engage: Privacy counsel, regulatory counsel, and appropriate local advisers where necessary.

What to read: Applicable privacy legislation, localisation rules, sector-specific requirements, contractual obligations, and relevant licensing frameworks.

What to discuss: Which requirements apply, what triggers them, whether they are absolute or conditional, and how they attach to each relevant data flow.

What to produce: An obligations matrix linking material data flows to applicable requirements and their sources.

Surface conflicts and assess risk

Who to engage: Information security, risk, compliance, technology, and relevant legal stakeholders.

What to read: Applicable security, access, retention, transfer, and regulatory oversight requirements.

What to discuss: Any genuine conflicts between jurisdictions, legal obligations and technical constraints, together with available mitigations.

What to produce: A concise risk assessment identifying the issue, options, safeguards, and any decision requiring escalation.

Align the external position

Who to engage: Relevant legal, compliance, regulatory, commercial, and product stakeholders.

What to read: Customer-facing terms, privacy materials, contractual arrangements, regulatory requirements, and other external commitments.

What to discuss: Whether the organisation's descriptions of its processing activities, safeguards, retention, and data flows are accurate and consistent.

What to produce: A coherent set of external commitments supported by an appropriate internal record of the underlying analysis.

Document, embed, and monitor

Who to engage: Privacy, contracts, compliance, security, technology, and the relevant business or product owner.

What to read: Data-processing agreements, transfer mechanisms, privacy notices, retention schedules, security documentation, and relevant regulatory commitments.

What to discuss: Ownership of controls, change-management triggers, review frequency, and how material system or legal changes will be reassessed.

What to produce: A living compliance register with owners, review dates, and links to the underlying obligations.

Common Pitfalls — and How to Avoid Them

- ❖ Reading the privacy statute but overlooking sectoral requirements. General privacy law is only one part of the regulatory picture.
- ❖ Treating "localisation" as a single rule.

Requirements differ by jurisdiction, sector, data category, and trigger.

- ❖ Allowing product documentation, privacy materials, contracts, and regulatory documentation to diverge. Maintain a consistent factual basis across external commitments.
- ❖ Designing the technology first and addressing data requirements later. Late-stage compliance changes are often more expensive and disruptive.
- ❖ Treating third-party providers as outside the compliance perimeter. Cloud, analytics, support, and other vendors can materially affect data flows and transfer obligations.
- ❖ Treating security, access, or geographic controls as purely technical matters. Where personal or other regulated data is involved, legal and privacy review should form part of the process.
- ❖ Hiding genuine conflicts instead of documenting them. Where requirements cannot easily be reconciled, record the analysis and escalate the residual risk through appropriate governance.

Conclusion: Designing for Regulatory Divergence

Global data regulation is not moving toward a single uniform model. Localisation requirements, privacy statutes, sectoral rules, contractual obligations, and regulatory expectations reflect different policy priorities and will continue to evolve at different speeds.

The organisations best placed to navigate that environment are those that treat regulatory divergence as a design constraint rather than a last-minute legal obstacle. Data mapping, purpose limitation, security, contractual safeguards, and regulatory requirements should be considered while products and systems are being designed, not only immediately before launch.

The practical discipline is straightforward: identify the data, identify the applicable requirements, understand where those requirements intersect or conflict, involve the right stakeholders, document material decisions, and keep the resulting controls under review.

That approach allows technology organisations to build products and services that are not only legally defensible, but operationally workable across jurisdictions — without treating privacy, protection, and localisation as three names for the same problem.



TUHINA DEY
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The AI Boom: Implications for Commercial Contracts and Data Protection in the Middle East and India

The Global Boom of Artificial Intelligence

Artificial Intelligence has evolved from a specialized technological field into a defining force shaping global economic growth, digital infrastructure, and regulatory reform. Since 2023, the surge in AI development has triggered unprecedented levels of investment, with both governments and private enterprises accelerating the creation of data centres, the deployment of machine-learning models, and automation across all sectors.

AI-related capital expenditure has grown dramatically, significantly boosting international trade through heightened demand for advanced components needed for large-scale data-centre construction. Parallel to this, enterprise adoption has reached record levels in 2025–2026, with organizations rapidly integrating AI into functions such as customer service, human resources, legal operations, coding support, and sales optimization.

Major technology and cloud providers have also committed trillions of dollars to AI infrastructure — a trend that is reshaping power distribution networks, expanding global compute capacity, and redefining long-term technology procurement practices.

This explosive growth is not limited to technical advancement alone; it is fundamentally transforming commercial contracting landscapes, risk-management models, compliance systems, and cross-border regulatory frameworks across jurisdictions.

2. Impact of the AI Boom on Commercial Contracts

The growing reliance on AI is reshaping how commercial contracts are drafted, interpreted, negotiated, and enforced. Its influence is seen across contract formation, operational performance, and risk allocation.

2.1. Transformation of Contract Management

AI-powered tools have begun streamlining the entire contract lifecycle. They assist with drafting, reviewing, analysing, and negotiating contractual terms, helping organizations reduce time spent on administrative tasks. Companies adopting AI-enabled contract review tools have experienced measurable improvements — most notably a 35% increase in accuracy and a

significant reduction in drafting and review errors. Additionally, surveys reflect increasing industry confidence: 94% of legal and contracting professionals anticipate that AI will soon play a pivotal role in contract-risk assessment and compliance monitoring. While these benefits enhance efficiency, they also raise concerns regarding enforceability, potential algorithmic bias, and the legal validity of decisions guided by AI systems. These questions are prompting companies to re-evaluate their contracting processes and ensure proper oversight of AI-assisted decision-making.

2.2. Legal Implications for Contract Formation and Enforcement

AI integration within the contracting process challenges traditional legal foundations. Contracts negotiated or drafted autonomously by AI systems raise questions regarding whether genuine intent and mutual consent — key elements of a valid contract — have been satisfied.

Furthermore, when AI tools modify terms or generate entire agreements, it may become difficult to trace human involvement, creating uncertainties in assigning accountability. Excessive reliance on automated systems may blur the identity of the “legal party” responsible for specific contractual decisions. As a result, regulators and legal professionals are advocating for clearer rules governing AI’s role in contract formation to ensure enforceability and protect contracting parties.

2.3. Evolving Contractual Clauses to Address AI-Related Risks

Due to the unique risks associated with AI systems, contractual clauses are evolving to include specialized provisions. These include:

- ❖ Explicit allocation of intellectual-property rights relating to AI models, training data, and outputs.
- ❖ Customized liability and indemnity frameworks addressing harms caused by AI-generated errors. However, many AI vendors impose stringent liability caps, often shifting a disproportionate share of risk to customers.
- ❖ Mandatory transparency duties requiring vendors to disclose information about training datasets, model behaviour, data-usage rights, and system limitations. As studies show, 92% of AI vendors



claim extensive rights over customer data, making clear contractual boundaries essential.

2.4. AI Infrastructure Contracts

The exponential growth of AI has driven major expansion in data-center infrastructure. High-density GPU clusters, hyperscale cloud environments, and AI-specialized colocation centres now require intricate contractual arrangements. These include:

- ❖ Power-purchase agreements that address the immense energy demands of large AI models.
- ❖ AI-specific colocation contracts detailing GPU allotments, cooling capabilities, and guaranteed computational uptime.
- ❖ Compliance provisions that embed regulatory obligations directly into infrastructure agreements to manage data-sovereignty, cybersecurity, and cross-border transfer requirements.

3. Applicability of Data Protection Frameworks in the Middle East

Countries across the Middle East — especially the UAE, Saudi Arabia, Qatar, Bahrain, and Oman — are rapidly modernizing their data-protection laws. Many are now aligned closely with GDPR standards, aiming

to strengthen personal-data governance and support their national AI visions.

3.1. United Arab Emirates (UAE)

The UAE has established a multi-layered data-protection ecosystem:

- ❖ The Federal Personal Data Protection Law (PDPL) governs nation-wide processing activities, emphasizing consent, purpose limitation, data-minimization, and strict rules for international transfers.
- ❖ Financial free zones such as DIFC and ADGM operate their own GDPR-aligned data-protection regimes, including specialized provisions addressing autonomous and AI-driven systems (e.g., DIFC Regulation 10).
- ❖ Complementing these legal frameworks are AI ethics charters, toolkits, and sector-specific regulations that guide responsible AI development across healthcare, financial services, and public administration.

AI Implications: AI systems handling personal data of UAE residents must adhere to PDPL's requirements for consent, transparency, and lawful cross-border

transfers. These rules apply to AI training datasets, workplace AI in smart-city environments, and algorithmic systems used in sensitive sectors such as finance and healthcare.

3.2. Saudi Arabia: PDPL

Saudi Arabia's PDPL is one of the region's most advanced privacy laws and applies to both domestic and foreign entities processing the personal data of Saudi residents. It mandates:

- ❖ Breach notifications within 72 hours.
- ❖ Purpose-specific and consent-driven data processing.
- ❖ Cross-border data transfers only through approved safeguards such as SCCs, BCRs, or regulator-approved mechanisms.
- ❖ AI governance through SDAIA frameworks, ethics principles, and soon-to-be-introduced AI-specific laws governing algorithmic accountability and system audits.

AI Implications: AI deployments in Saudi Arabia must comply with robust accountability and data-protection obligations, particularly when using cloud-based AI infrastructure or processing sensitive categories of data.

3.3. Wider Middle East Data-Protection Landscape Across the broader MENA region:

- ❖ Qatar, Bahrain, and Oman enforce GDPR-style laws, each integrating AI considerations such as data minimization and transparent automated processing.
- ❖ Smart-city and workplace AI solutions must respect sector-specific obligations, PDPL-derived rules, and emerging AI-ethics guidelines — especially within the UAE and Saudi Arabia, where AI development is aligned with national economic strategies.

- ❖ Gulf regulators increasingly link AI governance to procurement eligibility, making AI risk assessments and audit mechanisms mandatory for suppliers.

Applicability of Data-Protection Provisions in India (DPDP Act, 2023 & DPDP Rules, 2025)

India's DPDP Act and its Rules (2025) constitute one of the world's most detailed, consent-centric data-protection regimes. It significantly impacts how AI developers collect, process, store, and transfer personal data.

4.1. Core AI-Relevant Requirements

Under the DPDP Act:

- ❖ Personal data may be processed only with explicit, informed, and purpose-specific consent, or under a permissible legal basis.
- ❖ Data principals — individuals — are granted rights to correction, erasure, and grievance redressal.
- ❖ Organizations classified as Significant Data Fiduciaries (SDFs) must conduct impact assessments, independent audits, and establish strict governance mechanisms (particularly relevant for high-risk AI systems).

4.2. Impact on AI Training and Model Development

The DPDP Rules (2025) introduce detailed operational duties:

- ❖ Data fiduciaries must specify the exact purpose for collecting every data element, prompting AI developers to redesign data-collection practices to ensure compliance.
- ❖ Withdrawal of consent triggers mandatory data deletion — including from training datasets — requiring AI systems to support selective "unlearning" processes.



- ❖ While publicly available data may be used for AI development, risks of re-identification and data misuse remain, revealing gaps that require future regulatory attention.

4.3. Cross-Border Data Transfers

The DPDP framework places strong government-defined restrictions on international data transfers. AI systems relying on global compute or cloud-training environments must navigate localization requirements, cross-border transfer approvals, and stringent data-mapping obligations.

Contract Clauses Requiring Detailed Analysis in the Age of the AI Boom

As AI becomes deeply embedded in business operations, commercial contracts must evolve to address the unique risks associated with autonomous decision-making, large-scale data usage, and complex model behaviour.

5.1. Intellectual Property (IP) Clauses

Contracts must now clearly define ownership of training datasets, model outputs, and AI-generated content. Vendors often assert broad rights over inputs and outputs, making explicit IP allocation critical. Additionally, use of open-source and third-party components requires careful licensing reviews to prevent unintended IP exposures. Given that most AI vendors seek expansive rights to reuse customer data, strict limitations must be negotiated.

5.2. Data-Usage and Cross-Border Clauses

Heightened privacy regulations require more granular contracts:

- ❖ India's DPDP Act requires precise mapping of purposes to data uses.
- ❖ Consent withdrawal necessitates data deletion from training pipelines.
- ❖ Saudi Arabia's PDPL mandates appropriate safeguards for international transfers.
- ❖ The UAE's PDPL demands clear transparency on AI training, data storage, and access-control practices.

5.3. Liability and Indemnity Clauses

AI brings unpredictable outcomes — algorithmic bias, model drift, harmful recommendations — which must be accounted for in liability provisions. Many vendors cap liability at low levels and limit indemnities, increasing customer exposure. Sector-based regulations, such as those in UAE's financial sector, require human oversight and auditability.

5.4. Transparency & Audit Rights

Regulators increasingly require organizations to demonstrate model explainability. Contracts must permit audits of training data, logs, and model

performance. Ethical AI frameworks in the Middle East reinforce transparency obligations.

5.5. Confidentiality and Trade-Secret Protection

AI models can inadvertently reveal sensitive information or learned patterns. Contracts must ensure robust protection of proprietary data, model weights, and internal processing structures. UAE and Middle East frameworks closely link confidentiality with AI ethics requirements. Indian analyses highlight risks of re-identifying individuals from AI outputs.

5.6. AI-Specific Service-Level Agreements (SLAs)

Modern SLAs must consider accuracy thresholds, model-drift limits, GPU availability, retraining schedules, and remedies for biased or unstable outputs. This is especially crucial in regulated sectors requiring fairness and accountability.

5.7. Termination, Portability & Exit Clauses

AI solutions often create vendor lock-in due to proprietary architectures. Contracts should mandate data portability, model export options, and structured migration support. Termination must include secure deletion of training data and logs in line with consent-withdrawal obligations.

Conclusion

The rapid expansion of AI is transforming how organizations negotiate and manage commercial contracts. It is also accelerating regulatory reforms in the Middle East and India, where governments are aligning privacy laws with global standards and introducing AI-specific oversight mechanisms.

To operate safely in this new environment, companies must adopt detailed AI-focused contractual provisions addressing intellectual property, data governance, transparency, liability, and system performance. With India's DPDP Act setting one of the world's strictest consent-based regimes and Middle Eastern regulators rapidly advancing their frameworks, legal and compliance teams must elevate their expertise.

Navigating the interplay between AI innovation, contractual obligations, and evolving privacy laws is no longer optional — it is a strategic imperative for every organization seeking to deploy AI responsibly and competitively.



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Greece's Golden Visa and Real Estate Market in 2026: Residence, Investment and Financing in a Changing Market

Greece continues to attract international property investors, combining an active real estate market with EU membership and a well-established residence-by-investment framework. In 2026, however, a Golden Visa acquisition requires more than finding a property at the relevant threshold. The location and legal status of the asset, its intended use, the source of funds and the payment structure all need to be considered before completion.

A More Targeted Golden Visa Framework

Under the current real-estate route, the general minimum investment is EUR 800,000 in the Region of Attica, the Regional Unit of Thessaloniki, the Regional Units of Mykonos and Thira, and on islands with a population exceeding 3,100 inhabitants. In the rest of Greece, the general threshold is EUR 400,000. The investment must concern a single property and, for developed property or property for which a building permit has been issued, at least 120 sq.m. of main-use space is required.

A EUR 250,000 route remains available for two special categories: property whose main-use spaces are lawfully changed to residential use, and property comprising a listed building that requires restoration or reconstruction. The 120 sq.m. requirement does not apply to these routes. For change-of-use investments, the conversion must be completed after 5 April 2024 and before the residence-permit application is submitted. These routes are therefore attractive but technically demanding and require careful legal and engineering review.

What the Golden Visa Offers

For third-country nationals, the programme provides



a five-year Greek residence permit, renewable for successive five-year periods while the qualifying investment and statutory conditions are maintained. Periods of absence from Greece do not, in themselves, prevent renewal, so the regime does not impose a minimum physical-presence requirement for renewal.

Eligible family members may obtain linked residence permits, including a spouse or qualifying partner, eligible unmarried children under 21, and direct ascendants of the spouses or partners. A Greek residence permit also facilitates short stays in other Schengen States, generally for up to 90 days in any 180-day period, subject to the applicable Schengen entry conditions.

The investor residence permit does not itself grant access to employment in Greece and should not be confused with citizenship, which is governed by separate statutory residence and integration requirements.

A Real Estate Market Still Moving Upwards

According to the Bank of Greece, apartment prices increased by 5.7% year-on-year in the first quarter of 2026, after an average annual increase of 8.1% in 2025. In Q1 2026, prices rose by 5.2% in Athens, 6.4% in Thessaloniki and 6.9% in other areas of Greece.

For investors, the figures reinforce an important

Greek Golden Visa Program

point: the Golden Visa threshold is not an investment strategy in itself. Location, rental demand, redevelopment potential, construction quality, title position and resale prospects remain decisive. A property may satisfy immigration requirements and still be a poor investment.

Financing and Payment Structure Matter

Financing should be considered before the purchase contract is finalised. For Golden Visa purposes, the qualifying consideration must be paid in full before the residence-permit application is submitted and through the payment methods prescribed by Article 100 of the Migration Code. These include a crossed bank cheque to a payment account of the beneficiary held with a credit institution operating in Greece, a credit transfer, or payment through a qualifying POS transaction. The notarial documentation must record the consideration, payment method and relevant payment details.

Where borrowing forms part of the investor's wider funding arrangements, the loan drawdown, security package and contractual payment schedule should be coordinated so that the statutory full-payment and payment-method requirements are satisfied before the residence application is filed. Non-resident

purchasers should also anticipate lender-specific valuation, KYC, anti-money-laundering and source-of-funds requirements.

The cost of borrowing is commercially relevant. Bank of Greece data show that the average interest rate on new floating-rate housing loans was 3.56% in June 2026. This is a market average, not an indication of the terms available to an individual foreign investor, but it demonstrates why financing costs should form part of the acquisition analysis.

Due Diligence Before Residence Planning

A Golden Visa-eligible property is not automatically a legally sound or commercially attractive property. Investors should verify title and cadastral registration, mortgages and other encumbrances, planning and building compliance, permitted use, leases, tax matters and, where relevant, the legality and completion of any change of use.

Investors should also consider how the asset will be used after completion. Under the current framework, qualifying Golden Visa property is subject to statutory restrictions on short-term letting and subletting in the sharing-economy context. In addition, property acquired under the EUR 250,000 change-of-use route may not be used as the registered seat or branch of a business. These restrictions can materially affect the projected return and intended use of an investment.

Looking Beyond the Visa

Greece's Golden Visa remains attractive because it combines a tangible investment with renewable residence rights, family coverage and Schengen mobility, without a minimum physical-presence requirement for renewal. But the strongest transactions are those in which the residence permit forms part of a broader investment strategy.

In the 2026 market, the legal, technical, banking and immigration aspects of the transaction need to work together. The Golden Visa may begin with a property purchase, but the quality of the investment depends on much more than meeting the statutory threshold.



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Jason Chong Wai Zhe

The Litigator's Paradox: Why a Good Settlement Outshines a Great Trial or Hearing

As a litigator whose practice focuses heavily on complex construction claims, international arbitrations, and statutory adjudication under the Construction Industry Payment and Adjudication Act 2012, my primary duties are strategic planning and advocacy. Whether resisting multi-million ringgit appeals or filing claims before arbitral tribunals, my objective is always to secure the best outcome for my clients.

Yet, experience on the front lines of highstakes commercial disputes yields an unavoidable truth: the most successful outcome for a client is rarely a contested judgment or an arbitral award. It is a commercially sensible, welltimed settlement.

The Hidden Costs of Fighting to the End

Formal dispute resolution, whether in court or under institutional arbitration rules such as SIAC, ICC, AIAC, or AAA, is an essential mechanism for enforcing rights. However, in complex sectors like construction, engineering, oil and gas, and major commercial ventures, litigation and arbitration are inherently time- and resource-intensive.

Even when a party secures a favorable verdict, the formal dispute process exacts a significant toll:

Financial Burn: The monetary cost of prolonged proceedings, encompassing amongst others legal fees, expert reports, and institutional costs, can quickly erode the value of a claim. A technical legal victory that consumes a massive portion of the recovered sum is, in practical terms, a commercial loss.

Operational Disruption: Preparing for trials and hearings demands extensive involvement from executive management, project managers, and technical personnel. Sifting through years of project records diverts key personnel away from active business operations.

Enforcement Delays & Risk: Winning an award or judgment is often only the first step. Appeals, set-aside applications, and multijurisdictional enforcement proceedings can delay actual financial recovery for years.

Negotiating from Strength: Rigorous Fact Investigation

Settlement should never be a compromise born of fear, weakness, or an inability to try a case. The most advantageous settlements are achieved when a party negotiates from a position of absolute preparedness and objective strength

To achieve this leverage early in a dispute:

Early Factual Clarity: Litigators must conduct thorough, rigorous fact investigations from the outset, examining project records, site logs, payment certificates, and delay events to strip away emotional bias and isolate the true merits of the claim.

Objective Risk Assessment: By stress-testing claims regarding noncertified works, backcharges, disruption, and loss and expense early, counsel can provide an accurate valuation of risk before massive legal costs are incurred.

Understanding the Human Element: Settlement negotiation requires us to study not just the documents, but also the human beings involved, dissecting what the opposing party truly wants and identifying what your client is realistically willing to let go.

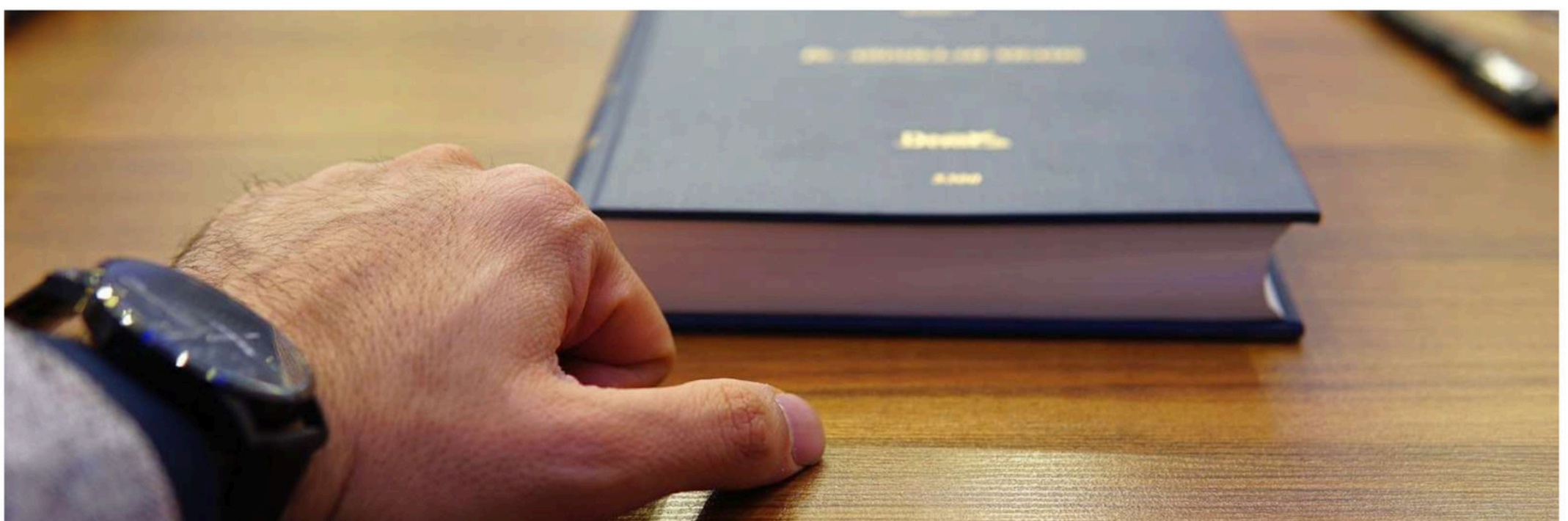
Targeted Negotiation: When an opposing party is confronted with a structured, factually unassailable case during early talks, the dynamic shifts from aggressive posturing to pragmatic problemsolving.

Practical Advocacy and Commercial Realism

In practice, guided by the ethos "We listen, we advise, and we execute," an effective advocate's job is not to maximize billable trial hours, but to secure the client's ultimate objective: the best possible financial recovery in the shortest reasonable timeframe.

Being a practical and assertive litigator requires giving honest, straightforward advice, setting realistic expectations early, and avoiding the pitfall of overpromising at trial when a favorable settlement is achievable. Litigation advocacy remains a vital tool, but it should be deployed as a calculated instrument to achieve commercial resolution, not as an end in itself.

Ultimately, the most effective counsel are not those who pursue trials or hearings at all costs, but those who combine sharp legal advocacy with commercial realism to deliver swift, decisive, and value-maximizing results.



Parliament Speeding Past Democracy by Examining the Eroding Sanctuary of Deliberation

A Constitutional Jurisprudence on Legislative Velocity, Executive Accountability, and the Crisis of Democratic Legitimation

This analytical article examines the steady erosion of parliamentary deliberation in India, where the rush to enact legislation has increasingly superseded the constitutional mandate for rigorous legislative scrutiny and executive accountability. It highlights how bypassing committee reviews, compressing session calendars, and marginalising floor debates not only weaken democratic legitimisation but also burden the judiciary with ambiguous, poorly vetted laws.

I. The Constitutional Ideal: Parliament as the Crucible of Sovereign Will

The Indian Constitution, framed meticulously by the Constituent Assembly, does not conceive Parliament merely as a legislative voting chamber or an administrative apparatus for legal ratification.

It establishes Parliament as the supreme altar of democratic deliberation, public accountability, and constitutional ethos. Under our Westminster-derived constitutional framework, representative democracy derives its moral authority and legal validity not merely from the numerical force of the Treasury benches, but from the rigorous, adversarial, and inclusive process of parliamentary debate.

The cornerstone of parliamentary governance is executive responsibility to the Legislature. As Dr. B.R. Ambedkar famously articulated during the Constituent Assembly debates, a democratic constitution must balance two fundamental requirements: stability and responsibility. Dr. Ambedkar noted that while executive stability is vital, continuous daily

assessment of executive responsibility is indispensable for preventing authoritarian drift. This daily assessment is operationalised through parliamentary questions, calling-attention motions, committee scrutiny, and comprehensive legislative debates. When these deliberative mechanisms are bypassed, the constitutional equilibrium is severely disrupted.

“Legislative enactment stripped of deliberation ceases to be an act of sovereign democratic will; it degrades into an arbitrary mandate of executive expedience.”



II. The Contemporary Crisis: Speed over Scrutiny and the Disappearance of Debate

An alarming systemic crisis has gripped the Indian Parliament, as dramatically illustrated by empirical proceedings culminating in the 2026 Monsoon Session. India's parliamentary challenge is no longer confined to political disruptions or tumultuous floor protests; it has evolved into a far more dangerous phenomenon — the systematic disappearance of substantive legislative debate.

The 2026 Monsoon Session stood as a stark witness to exceptionally low utilization of scheduled sitting time, juxtaposed against a startling, unprecedented velocity in passing complex statutory enactments. Substantive Bills with far-reaching socio-economic, financial, and legal ramifications were introduced, considered, and passed within minutes, with minimal or zero parliamentary discussion. This high-speed legislative throughput treats lawmaking as an assembly-line operation rather than an exercise in democratic consensus building.

When statutes are forced through Parliament at breakneck speed, the legislative process suffers a structural mutation. Parliament loses its character as a deliberative assembly and functions as an executive registry. This trend severely undermines the basic structure doctrine, which recognizes parliamentary democracy and the rule of law as non-negotiable pillars of the Indian Constitution.

III. Scanning Parliament Records: Four Decades of Institutional Erosion

A historical scan down the archives and institutional records of the Indian Parliament reveals a troubling, quantifiable trajectory of systemic erosion across four vital dimensions:

1. Precipitous Decline in Annual Sitting Days: In the initial decades following Independence (1st to 4th Lok Sabhas), Parliament convened for an average of 120 to 140 days per year. This extended calendar provided ample temporal bandwidth for exhaustive policy discussions, budget scrutiny, and private members' business. Over recent decades, annual sittings have steadily plummeted to an average of barely 50 to 60 days. In sharp contrast, mature democracies like the United Kingdom maintain a parliamentary calendar exceeding 140 to 150 sitting days annually. The continuous shrinking of the parliamentary calendar inherently stifles democratic engagement.

2. Atrophy of Committee Scrutiny: Department-related Standing Committees (DRSCs), established in 1993, were designed to act as the 'technical conscience' of Parliament. They facilitate non-partisan, detailed, clause-by-clause scrutiny of draft legislation while incorporating testimony from legal experts, economists, and civil society. During the 14th Lok Sabha (2004–2009) and 15th Lok Sabha (2009–2014), over 60% to 70% of introduced Bills were referred to Standing Committees. In recent Lok Sabhas, this figure has precipitously collapsed to under 15%–20%. By routinely bypassing committee scrutiny, Parliament enacts unexamined legislation that lacks technical rigour.

3. Severe Compression of Question Hour: Question Hour represents the most potent weapon in a parliamentarian's arsenal to enforce direct executive accountability. Frequent disruptions, procedural suspensions, and compressed sitting schedules have severely diminished Question Hour. When Ministers are shielded from probing oral questions from elected representatives, public accountability is effectively erased.

4. Structural Marginalization of Opposition Space: The health of a constitutional democracy depends upon a recognized, empowered, and structured Opposition. Prolonged vacancies in statutory offices and the erosion of opposition-led parliamentary space dismantle the institutional checks and balances necessary to curb majoritarian overreach.

IV. Legal Ramifications and Ground Reality: The Judicial Burden

The consequences of hasty lawmaking extend far beyond parliamentary halls; they directly impact the administration of justice and ground reality across India:

• **Proliferation of Defective and Ambiguous Statutes:**

When legislation is passed without thorough debate, statutory ambiguities, drafting errors, and constitutional oversights remain uncorrected. This forces citizens and institutions into protracted legal battles, flooding the High Courts and the Supreme Court with preventable litigation.

• **Impairment of Judicial Interpretation:** Courts interpreting complex statutes frequently rely on Parliamentary Debates (Hansard) and Committee Reports to ascertain legislative intent. When statutes are passed without debate, judges are deprived of legislative context, compelling the judiciary to engage in extensive judicial interpretation to resolve statutory ambiguities.

• **Street-Level Protests Replacing Parliamentary Debate:**

When constitutional channels for legislative debate and public consultation are suppressed, social conflict naturally shifts from Parliament to the streets. The ground reality proves that lawmaking without consensus breeds public agitation and civil disquiet.

V. Institutional Roadmap: Restoring Legislative Integrity

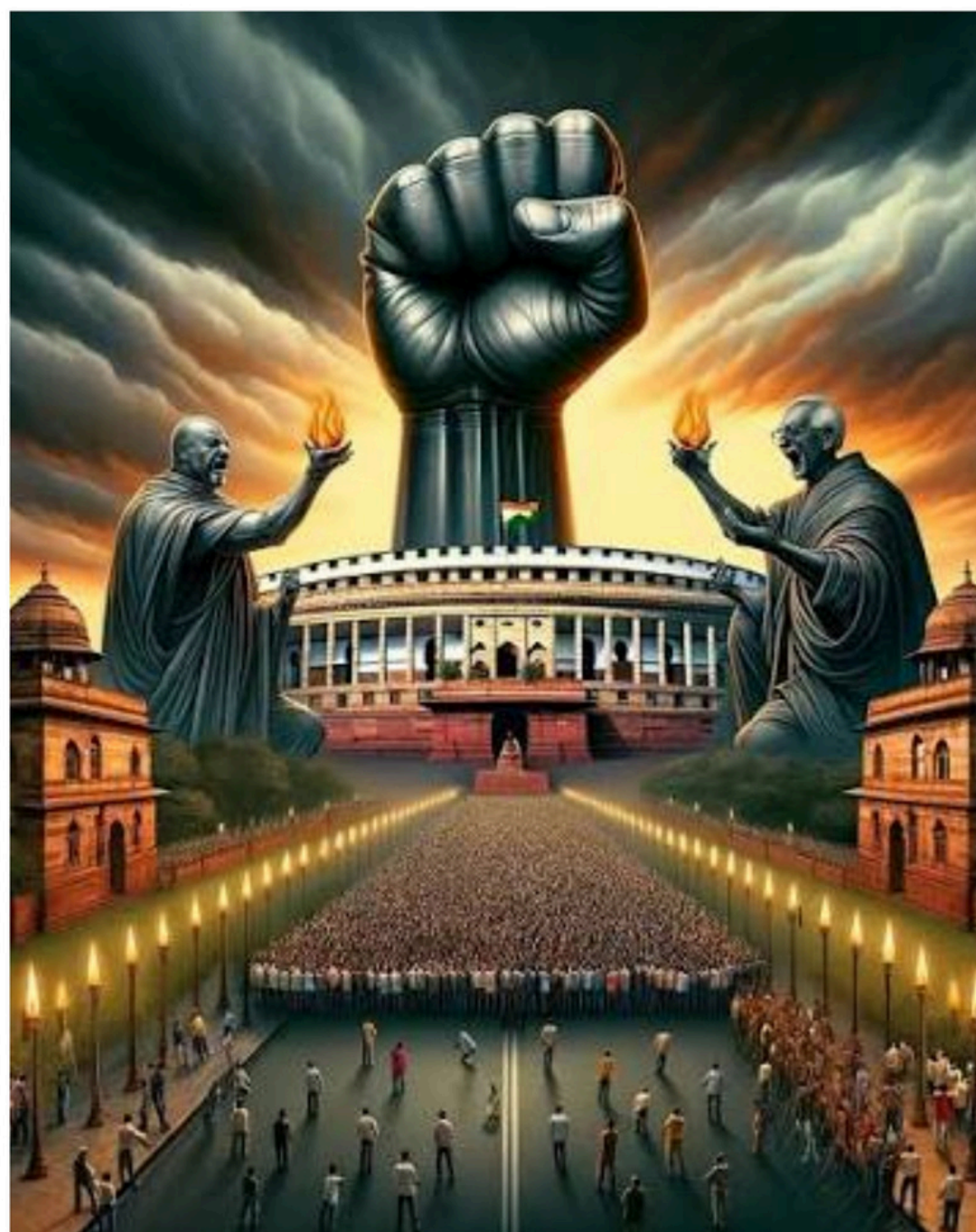
To arrest this constitutional decay and restore the sanctified role of the Indian Parliament, the following imperative institutional reforms must be adopted immediately:

1. **Statutory Mandate for Annual Sitzings:** Enact a statutory requirement fixing a mandatory minimum of 100 to 120 parliamentary sitting days per year, preventing arbitrary adjournments sine die.
2. **Compulsory Committee Reference:** Amend the Rules of Procedure and Conduct of Business to mandate that every substantive Bill introduced in Parliament — barring emergency national security legislation — must automatically be referred to a Standing or Select Committee for detailed review.
3. **Institutionalized Opposition Time:** Introduce dedicated parliamentary business days (modelled on 'Opposition Days' in the UK House of Commons) where nongoverning parties control the legislative agenda to debate critical national issues.
4. **Pre-Legislative Consultation Enforcement:** Enforce strict adherence to the 2014 Pre-Legislative Consultation Policy, requiring all draft legislation to be made publicly available for at least 30 days along with impact assessment reports prior to parliamentary introduction.

VI. Conclusion: The Imperative of Constitutional Conscience

A thriving democracy demands more than periodic electoral exercise; it requires continuous, transparent, and deliberative governance. As legal professionals dedicated to the Constitution of India and the rule of law, we must unequivocally recognize that legislative speed achieved by sacrificing democratic scrutiny severely damages our constitutional fabric.

Parliament must not be permitted to speed past democracy. It is the urgent collective duty of parliamentarians, legal scholars, intellectuals, and citizens to reclaim the sanctity of legislative deliberation — ensuring that Indian parliamentary democracy remains a beacon of sovereign, deliberative governance.



Bharath Kumar Daraboina
ASSOCIATE PARTNER &
ADVOCATE, PRISM LEGAL
ASSOCIATES



**Daraboina Subramaniam
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PROMOTER & CHIEF
PATRON ADVOCATE,
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The Evolution of Electronic Contracts: Expressing Consent in the Digital Economy - What It Means for Businesses, Regulators, and the Legal Fraternity

The rapid advancement of digital technologies has fundamentally transformed the way individuals and businesses conduct commercial transactions. E-commerce platforms, digital banking services, fintech solutions, cloud-based applications, and artificial intelligence have become integral components of modern business operations, allowing parties to enter into legally binding agreements without ever meeting in person. Today, contracts are routinely concluded through websites, mobile applications, emails, electronic signatures, and automated digital platforms, reflecting a shift from traditional paper-based transactions to a digitally connected economy.

While these developments have significantly enhanced commercial efficiency, reduced transaction costs, and expanded access to global markets, they have also introduced complex legal questions concerning the formation of contracts, the validity of electronic consent, and the protection of contracting parties. At the heart of every contract lies the expression of will through offer and acceptance. Although technology has transformed the methods through which consent is communicated, the legal principles governing contractual formation remain fundamentally unchanged. The challenge for legislators and legal practitioners is therefore not to redefine contractual consent but to ensure that traditional legal principles remain effective within an increasingly digital environment.

The Digital Contracting Landscape

Digital contracting has become an essential feature of today's global economy. Businesses across virtually every sector including banking, insurance, healthcare, real estate, logistics, and retail rely on electronic contracting systems to provide services efficiently and at scale. Consumers routinely purchase products with a single click, financial institutions execute agreements electronically, and multinational corporations negotiate complex commercial arrangements through secure digital communication platforms.



Unlike traditional contracts, electronic agreements are concluded without the physical presence of the contracting parties. Offers may be communicated through company websites, online marketplaces, email correspondence, or digital platforms, while acceptance may occur by clicking an acceptance button, submitting an online application, sending an email, or completing another electronic action that clearly demonstrates consent. Despite these technological differences, the fundamental legal requirement remains the existence of a genuine meeting of minds between the parties. Consequently, electronic contracts are not a new category of contracts but rather a modern method of expressing contractual intent.

Legal Recognition of Electronic Consent

The United Arab Emirates has established a progressive legal framework that recognizes electronic transactions as legally enforceable when they satisfy the requirements governing contractual formation. UAE legislation adopts a technology-neutral approach by recognizing that contractual intent may be expressed through any reliable method capable of clearly demonstrating a party's willingness to enter into a legal relationship. Whether consent is communicated through electronic mail, websites, digital signatures, audiovisual communication, or other electronic means, the decisive factor remains the existence of a clear and unequivocal intention to create legal obligations.

An electronic offer must contain the essential terms of the proposed contract and demonstrate the offeror's genuine intention to be legally bound upon acceptance. Similarly, electronic acceptance must correspond to the offer without introducing material modifications that would alter the substance of the proposed agreement. This approach reflects the long-established principle that contracts derive their legal force from mutual consent rather than from the medium through which consent is expressed.

Furthermore, the UAE's recognition of electronic transactions aligns with broader international developments aimed at facilitating cross-border electronic commerce. By ensuring that electronic communications receive the same legal recognition as traditional written communications, legislators have promoted legal certainty while encouraging technological innovation and commercial growth.

Key Legal Challenges in Electronic Contracting

Despite the growing acceptance of electronic contracts, several legal challenges continue to shape their practical application. One of the most significant concerns involves verifying the authenticity of electronic consent. Although clicking an acceptance button may constitute valid acceptance under applicable law, questions frequently arise regarding accidental selections, unauthorized account access, identity theft, technical malfunctions, or automated actions performed without genuine human intention. Legal professionals must therefore evaluate whether electronic conduct accurately reflects the contracting party's true intention.

Another challenge concerns cross-border transactions. Electronic commerce frequently involves parties located in different jurisdictions, creating uncertainty regarding applicable law, jurisdiction, recognition of judgments, and dispute resolution procedures. Businesses operating internationally must carefully structure their contractual arrangements to address governing law clauses, jurisdiction agreements, and arbitration provisions capable of reducing legal uncertainty.

Consumer protection also represents a growing area of regulatory attention. Standard online contracts are commonly accepted without negotiation, placing consumers in a relatively weaker bargaining position. Businesses must therefore ensure that electronic offers provide transparent information regarding pricing, contractual obligations, cancellation rights, privacy practices, and dispute resolution procedures. Failure to provide sufficient transparency may expose businesses to regulatory enforcement and contractual disputes.

The increasing integration of artificial intelligence into commercial decision-making presents additional legal considerations. Automated systems are increasingly capable of negotiating contractual terms, processing customer requests, and executing transactions with minimal human intervention. As AI technologies become more sophisticated, legislators and courts will face new questions regarding liability, accountability, and the legal attribution of electronically generated contractual decisions.

Finally, cybersecurity and digital trust remain fundamental concerns. Secure authentication mechanisms, reliable electronic signatures, robust data protection measures, and comprehensive electronic record retention systems are essential to preserving confidence in digital transactions and ensuring that electronic evidence remains admissible when disputes arise.

Implications for Businesses

The expansion of digital contracting requires businesses to adopt comprehensive legal and technological compliance strategies. Organizations should ensure that their electronic contracting processes clearly identify the contracting parties, accurately describe contractual terms, and maintain reliable records demonstrating when and how contractual consent was obtained.

Legal departments must work closely with technology and compliance teams to establish secure authentication procedures, maintain electronic audit trails, implement robust cybersecurity controls, and regularly review digital contracting policies to ensure compliance with evolving regulatory requirements. Businesses should also provide consumers with clear and accessible contractual information, minimizing ambiguity while strengthening transparency and commercial trust.

As organizations continue to embrace digital transformation, effective contract management increasingly depends upon integrating legal compliance with technological innovation rather than treating them as separate disciplines.

Opportunities for the Legal Fraternity

The continued expansion of electronic commerce presents substantial opportunities for legal professionals specializing in commercial law, technology law, and regulatory compliance. Lawyers are increasingly expected to advise clients on electronic contracting systems, digital governance, cybersecurity compliance, electronic signatures, consumer protection obligations, and cross-border regulatory frameworks.

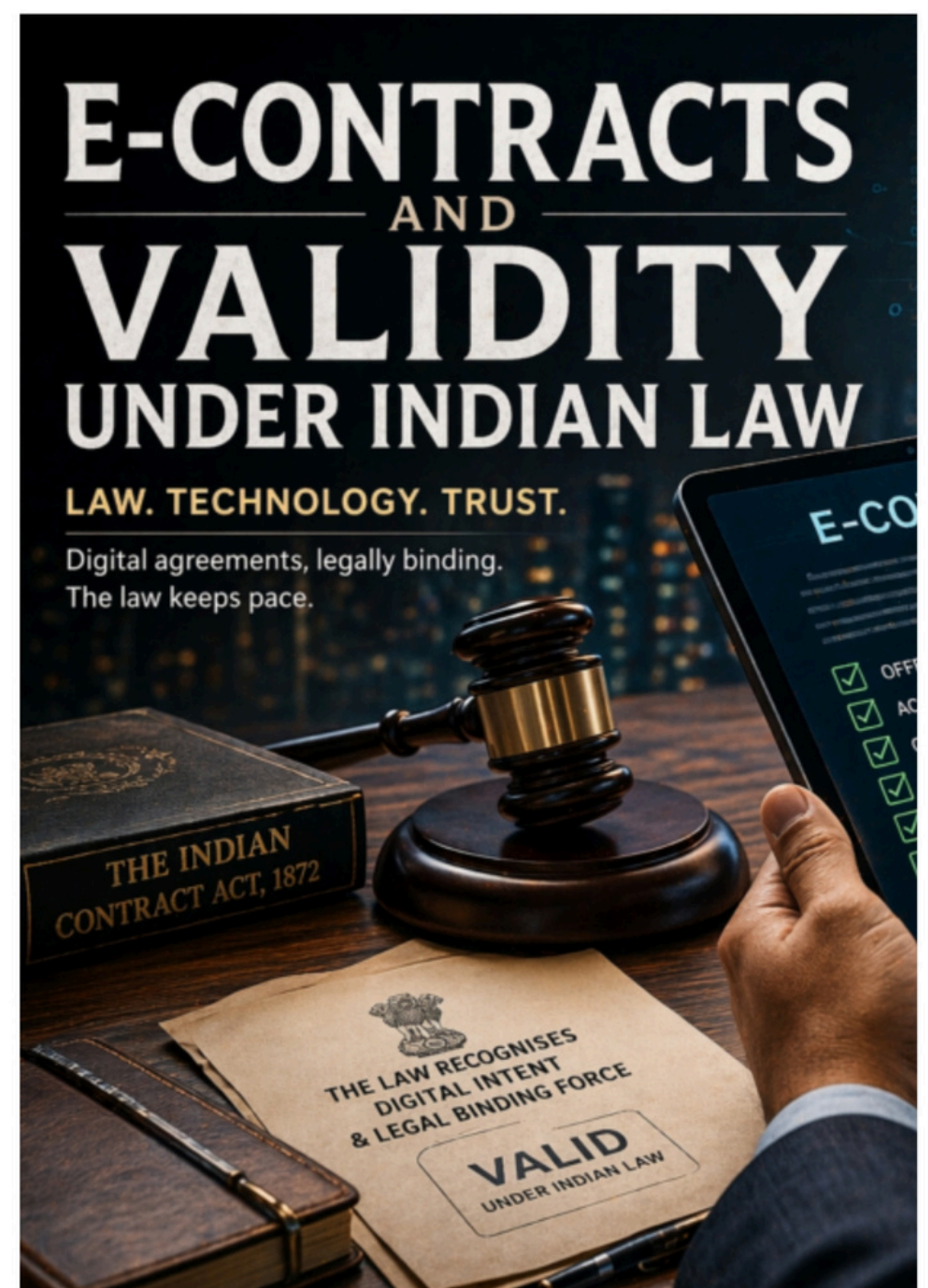
Technology-driven transactions also generate growing demand for specialists in data protection, artificial intelligence governance, blockchain applications, smart contracts, and digital evidence. As businesses continue expanding their digital operations, legal practitioners capable of combining commercial awareness with technological understanding will be uniquely positioned to provide strategic legal advice.

Additionally, disputes arising from electronic transactions including questions relating to contractual validity, electronic evidence, cybersecurity incidents, and platform liability are expected to increase steadily. This evolution creates significant opportunities for lawyers practicing litigation, arbitration, and dispute resolution within the digital economy.

Conclusion

Electronic contracting has fundamentally transformed the mechanics of commercial transactions without altering the legal principles upon which contracts are founded. The expression of will through valid offer and acceptance remains the cornerstone of every enforceable agreement, regardless of whether consent is communicated through traditional documentation or advanced digital technologies.

As digital commerce continues to expand across industries and jurisdictions, legal professionals will play an increasingly important role in ensuring that innovation develops alongside legal certainty, regulatory compliance, and effective protection of contractual rights. By bridging the gap between technological advancement and established legal principles, the legal fraternity will continue to facilitate secure, reliable, and sustainable growth within the global digital economy.

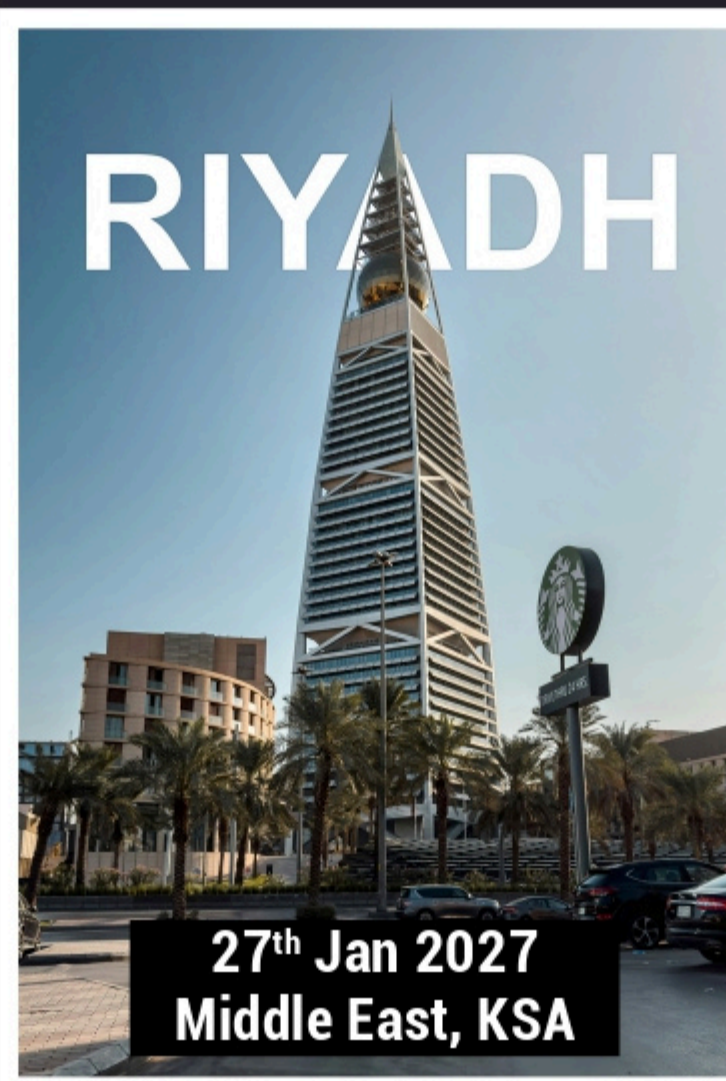
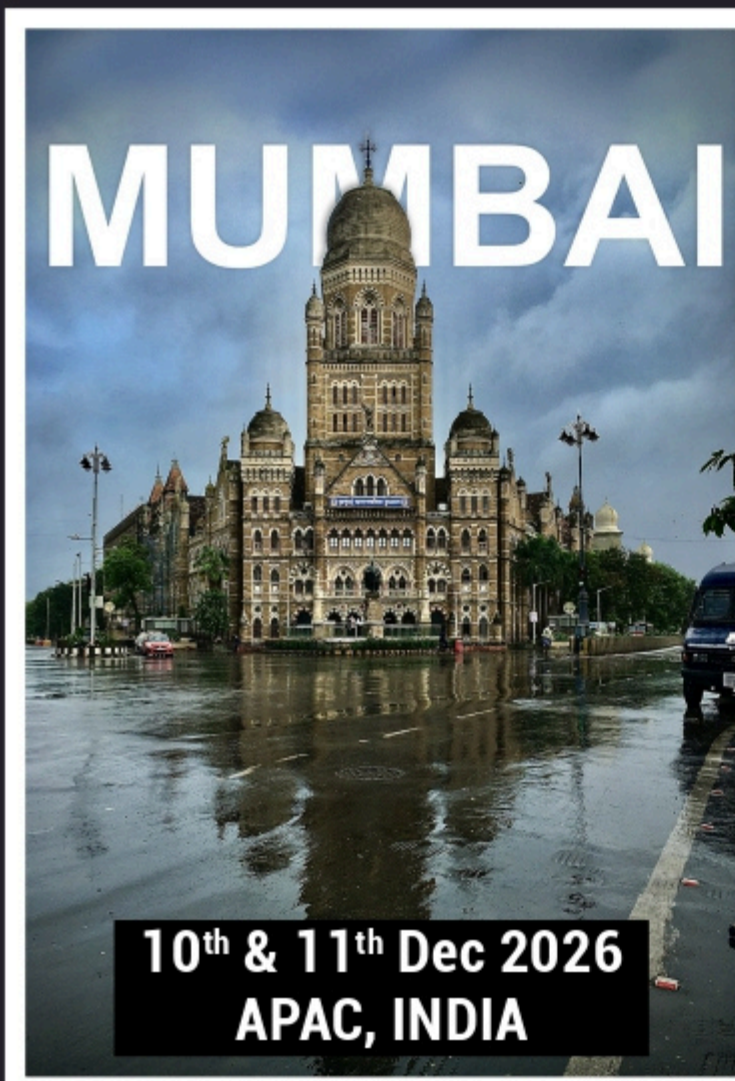


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