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Anti-Suit Injunctions In India: Jurisdictional Control In Transnational Litigation Under Private International Law

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Abstract

In today's world of globalization and international business dealings, disputes often involve multiple jurisdictions, leading to complex issues in Private International Law (PIL). Anti-suit injunctions (ASIs) have become an important legal tool to manage transnational litigation effectively. This paper looks at how Indian courts use ASIs to handle transnational disputes, focusing on the question: How can anti-suit injunctions balance jurisdiction control, fairness, and international respect within India's PIL framework? Anti-suit injunctions work by stopping parties from starting or continuing cases in foreign courts. This approach helps prevent parallel litigation, forum shopping, and misuse of the legal process, while also respecting the sovereignty of foreign courts. Rooted in fairness, ASIs are discretionary and granted only when oppressive or unreasonable behavior threatens justice. The study reviews key Indian cases, including *Modi Entertainment Network v. W.S.G. Cricket* (2003), *Y. Narasimha Rao v. Venkata Lakshmi*, and *Swastik Gases Pvt. Ltd. V. Indian Oil Corporation*. It also offers views from the United Kingdom, which takes an equitable approach, the United States, which focuses on protecting jurisdiction, and Singapore, which has a supportive framework for arbitration. The paper examines modern challenges like injunctions related to arbitration, cross-border e-commerce disputes, conflicts over intellectual property, and issues with technology-driven jurisdiction. It assesses whether current PIL practices are adequate. The argument is that ASIs play a vital role in ensuring fairness and respect for contracts. There is a need for clearer legal standards and possibly codifying Private International Law in India. By analysing case law, comparative viewpoints, and legal critique, this study adds to the understanding of fair jurisdictional remedies in India's changing landscape of transnational litigation.

Keywords - Anti-Suit Injunctions, Private International Law, Forum Shopping, Arbitration and Transnational Litigation.

I. INTRODUCTION

Anti-suit injunctions are an important remedy in Private International Law. They allow courts to manage how parties act in cross-border disputes involving different jurisdictions. An anti-suit injunction does not target a foreign court directly. Instead, it prevents a party under the jurisdiction of the local court from starting or continuing legal action in a foreign court.³⁵⁶ This

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³⁵⁶ *Société Nationale Industrielle Aérospatiale v. Lee Kui Jak*, [1987] AC 871, 892 (PC).

focus on the individual party maintains the authority of foreign courts while helping domestic courts address unfairness that arises from parallel, troublesome, or oppressive legal actions.

Anti-suit injunctions come from equity. They are given only in exceptional cases, where the need for justice is much stronger than the need for respecting international relationships.³⁵⁷ Their current importance is tied to the realities of global business, where overlapping claims of jurisdiction and careful choices of court often lead to competing legal actions. In these situations, anti-suit injunctions act as a way to stop misuse of the legal process and ensure justice is administered properly³⁵⁸.

The link between anti-suit injunctions, conflict of laws, and jurisdiction is essential. This remedy affects where disputes are settled. Indian courts use this power thoughtfully and through a careful legal process that balances fairness and international respect. In the case of *Modi Entertainment Network v. W.S.G. Cricket* (2003),³⁵⁹ the Supreme Court set out clear rules for issuing anti-suit injunctions, stressing the importance of caution, proportionality, and fairness. Earlier, in *Oil and Natural Gas Commission v. Western Company of North America* (1987),³⁶⁰ the Court acknowledged that such injunctions are valid in suitable cases, firmly placing them within Indian Private International Law.

II. RESEARCH METHODOLOGY:

This paper adopts a doctrinal and analytical research methodology. It primarily examines judicial decisions, statutory provisions, and scholarly literature relating to anti-suit injunctions under Private International Law. A comparative approach is employed to analyse Indian jurisprudence alongside developments in select foreign jurisdictions, with the objective of identifying doctrinal trends and normative concerns. The research is qualitative in nature and relies exclusively on secondary sources.

III. THE USE OF ANTI-SUIT INJUNCTIONS IN INTERNATIONAL LITIGATION

a. Purpose and Scope of Anti-Suit Injunctions

Anti-suit injunctions act as preventive remedies in international litigation.³⁶¹ They aim to manage how litigants behave in cases with competing or parallel jurisdictions. Their main goal is to avoid unfair procedures caused by forum shopping, multiple lawsuits, and the chance of conflicting judgments.³⁶² By stopping parties from pursuing foreign cases that are oppressive or annoying, courts work to ensure fairness, efficiency, and proper justice.³⁶³ Anti-suit injunctions do not serve as tools for controlling jurisdiction; instead, they act as rare protections against misuse of the court system in international disputes.

³⁵⁷ *Airbus Industrie GIE v. Patel*, [1999] 1 AC 119, 135 (HL).

³⁵⁸ Lawrence Collins, *Jurisdiction and Forum Selection in International Litigation*, 41 *Tex. Int'l L.J.* 1, 6–7 (2006).

³⁵⁹ *Modi Entertainment Network v. W.S.G. Cricket*, 2003 INSC 27, ¶¶ 24–25 (India).

³⁶⁰ *Oil and Natural Gas Commission v. Western Company of North America*, 1987 INSC 14, 506 (India).

³⁶¹ Adrian Briggs, *The Conflict of Laws* 1–2 (4th ed. 2019).

³⁶² Dicey, Morris & Collins, *The Conflict of Laws* ¶ 12-001 (15th ed. 2012).

³⁶³ *Société Nationale Industrielle Aérospatiale v. Lee Kui Jak*, [1987] AC 871, 892 (PC)

b. Grounds for Grant: Oppression, Vexation, and the Ends of Justice

Indian courts only grant anti-suit injunctions based on specific and exceptional reasons. The key factors include whether continuing foreign proceedings would be oppressive or annoying to the defendant and if stopping such proceedings is necessary for justice. Simple inconvenience or the presence of parallel cases is not enough. Courts need to be convinced that the foreign litigation places an unfair burden on a party, equating to procedural harassment or strategic misuse.³⁶⁴ Judges exercise caution in this area, considering international respect and fairness to everyone involved.

c. Anti-Suit Injunctions and the Doctrine of Forum Non Conveniens

The doctrine of forum non conveniens plays an important role in granting anti-suit injunctions. While anti-suit injunctions limit how litigants conduct themselves, forum non conveniens helps courts decide if the local forum is the best place to resolve the dispute.³⁶⁵ Courts look at factors like where the parties and evidence are located, the applicable law, where contractual obligations will be performed, and if there are similar cases happening at the same time.³⁶⁶ An anti-suit injunction is usually warranted only when the local forum is clearly the better choice and the foreign proceedings do not serve any legitimate purpose other than harassment or gaining an unfair edge.³⁶⁷ This connection makes sure that anti-suit injunctions are not issued just because a court has the power to do so, but because fairness and convenience truly demand limiting foreign proceedings.³⁶⁸

d. Anti-Suit Injunctions and the Doctrine of Forum Non Conveniens

The doctrine of forum non conveniens allows courts to refuse or pause jurisdiction when another forum is clearly more suitable for resolving a dispute. It looks ahead, letting courts make sure that litigation takes place in a setting that is most convenient, efficient, and fair for the parties, while reducing the chances of unnecessary parallel cases. In disputes that cross national borders, this doctrine is especially important. Litigants may try to start cases in several jurisdictions to gain a strategic edge, which can lead to procedural problems and conflicting rulings.³⁶⁹ Indian courts apply forum non conveniens alongside considerations of fairness, including justice, oppression, and distress, carefully weighing the interests of the parties with respect for international cooperation. While forum non conveniens deals with forum suitability before litigation intensifies, cross-border disputes often reach a point where similar cases are already ongoing in multiple courts. At this point, the focus shifts from choosing a forum to managing the ongoing judicial processes. The doctrine of lis pendens becomes especially relevant, giving courts a framework to handle the risks of overlapping litigation, conflicting judgments, and procedural misuse, often by using equitable remedies like anti-suit injunctions.³⁷⁰

³⁶⁴ Castanho v. Brown & Root (UK) Ltd., [1981] AC 557, 573 (HL).

³⁶⁵ Spiliada Maritime Corp. V. Cansulex Ltd., [1987] AC 460, 476 (HL).

³⁶⁶ Adrian Briggs, *supra* note 1, at 383–85.

³⁶⁷ Laker Airways Ltd. V. Sabena, 731 F.2d 909, 927–28 (D.C. Cir. 1984).

³⁶⁸ Airbus Industrie GIE v. Patel, [1999] 1 AC 119, 138 (HL).

³⁶⁹ Lawrence Collins, *Jurisdiction and Forum Selection in International Litigation*, 41 Tex. Int'l L.J. 1, 6–7 (2006).

³⁷⁰ Dicey, Morris & Collins, *supra* note 2, ¶ 12-005.

e. Lis Pendens in International Litigation

The doctrine of lis pendens deals with cases where parallel proceedings involving the same parties and similar subject matter are active in different courts.³⁷¹ In international litigation, concurrent proceedings create serious challenges related to fairness, efficiency, and the risk of conflicting judgments. Unlike domestic legal systems, which may have laws to manage simultaneous suits, international disputes lack a unified system for coordinating proceedings. This situation leads to competing claims of jurisdiction, creating confusion for litigants and threatening the fair administration of justice.³⁷² In Private International Law, lis pendens is not just a procedural issue; it's a real concern that calls for judicial action through tools like anti-suit injunctions.

Section 10 CPC Limitation:

According to Indian law, Section 10 of the Code of Civil Procedure, 1908 includes the doctrine of lis pendens but only applies to cases filed in Indian courts.³⁷³ As a result, Section 10 CPC does not cover parallel proceedings occurring in foreign courts.³⁷⁴ This limitation makes it necessary to use anti-suit injunctions to avoid multiple proceedings, ensure fairness, and protect the quality of judicial results in cross-border disputes.³⁷⁵

Risks of Inconsistent Judgments and Justification for Anti-Suit Injunctions:

The main concern in international lis pendens is the risk of conflicting judgments, which can disrupt legal certainty and make enforcement difficult.³⁷⁶ Anti-suit injunctions act as a preventive measure to stop parties from continuing foreign proceedings that are oppressive, annoying, or unfair. They help maintain the consistency of judicial processes and ensure fair treatment for everyone involved.

In *SNI Aerospatiale v. Lee Kui Jak*, the Privy Council stated that anti-suit injunctions may be issued when foreign proceedings are oppressive or unfair, even if it goes against the principle of comity.³⁷⁷ This reasoning was supported in *Societe Nationale Industrielle Aerospatiale v. Lee Kui Jak*, which highlighted that comity doesn't require courts to accept abusive parallel litigation.³⁷⁸ Indian courts have taken a similar stance in *Modi Entertainment Network v. W.S.G. Cricket*, noting that while the mere presence of lis pendens does not justify an injunction, it becomes important when paired with unfair or annoying conduct by the litigant.³⁷⁹

f. Comparative Perspectives: United Kingdom and Singapore

The approaches taken by the United Kingdom and Singapore regarding anti-suit injunctions show two important models in common-law Private International Law for handling cross-border disputes and protecting jurisdictional and arbitration agreements.³⁸⁰ Both countries recognize

³⁷¹ Adrian Briggs, *The Conflict of Laws* 401–02 (4th ed. 2019).

³⁷² Lawrence Collins, *Jurisdiction and Forum Selection in International Litigation*, 41 *Tex. Int'l L.J.* 1, 6–7 (2006).

³⁷³ Code of Civil Procedure, No. 5 of 1908, § 10 (India).

³⁷⁴ *Indian Bank v. Maharashtra State Cooperative Marketing Federation Ltd.*, 1998 INSC 217, 83 (India).

³⁷⁵ *Oil and Natural Gas Commission v. Western Company of North America*, 1987 INSC 14, 506 (India).

³⁷⁶ Adrian Briggs, *supra* note 1, at 404–05

³⁷⁷ *Société Nationale Industrielle Aérospatiale v. Lee Kui Jak*, [1987] AC 871, 892–93 (PC).

³⁷⁸ *Id.* At 892

³⁷⁹ *Modi Entertainment Network v. W.S.G. Cricket*, 2003 INSC 27, ¶¶ 24–26 (India).

³⁸⁰ Adrian Briggs, *The Conflict of Laws* 401–03 (4th ed. 2019).

anti-suit injunctions as equitable remedies that work in personam.³⁸¹ However, their underlying principles and goals differ in important ways.

United Kingdom

In the United Kingdom, the authority to grant anti-suit injunctions comes from equity and is based on the court's in personam jurisdiction.³⁸² This power is stated in Section 37 of the Senior Courts Act 1981, which allows courts to issue injunctions when it is "just and convenient" to do so.³⁸³ Historically, English courts have used anti-suit injunctions to block foreign proceedings that are unreasonable, unfair, or bothersome, especially if these proceedings challenge contractual forum selection or arbitration agreements.

However, the scope of this equitable power was greatly limited during the United Kingdom's time in the European Union. In cases like *Turner v. Grovit* and *Allianz v. West Tankers*, the Court of Justice of the European Union ruled that anti-suit injunctions against proceedings in other EU Member States went against the principle of mutual trust in the Brussels I Regulation.³⁸⁴ Because of this, English courts could not issue such injunctions within the intra-EU context, despite their traditional common-law authority.

After Brexit, English courts have reaffirmed their ability to grant anti-suit injunctions based on common-law principles. The UK Supreme Court confirmed this new approach in *UniCredit Bank GmbH v. RusChemAlliance LLC* (2024). In this case, the Court ruled that English courts could restrain foreign proceedings that violate an arbitration agreement, even if the arbitration seat is outside of England, as long as the arbitration agreement is governed by English law.³⁸⁵ This decision highlights a strong judicial commitment to upholding contracts and ensuring arbitration remains effective in international disputes.

Singapore

Singapore has established a clear and supportive method for anti-suit injunctions that rests on common-law principles and is backed by legal frameworks such as the International Arbitration Act and the role of the Singapore International Commercial Court.³⁸⁶ Singaporean courts view anti-suit injunctions as essential tools for maintaining party autonomy and preserving the integrity of the arbitration process.³⁸⁷

A key aspect of Singapore's approach is the "strong cause" standard. When a party starts foreign proceedings that violate an arbitration agreement or an exclusive jurisdiction clause, Singapore courts typically grant an anti-suit injunction unless the breaching party can show strong reasons why the contractual forum should not be enforced.³⁸⁸ This creates a substantial burden for the party acting against the contract and assumes a preference for honoring contracts.

³⁸¹ *Société Nationale Industrielle Aérospatiale v. Lee Kui Jak*, [1987] AC 871, 892 (PC).

³⁸² *Castanho v. Brown & Root (UK) Ltd.*, [1981] AC 557, 573 (HL).

³⁸³ Senior Courts Act 1981, c. 54, § 37 (UK).

³⁸⁴ *Turner v. Grovit*, Case C-159/02, ECLI:EU:C:2004:228; *Allianz SpA v. West Tankers Inc.*, Case C-185/07, ECLI:EU:C:2009:69.

³⁸⁵ *UniCredit Bank GmbH v. RusChemAlliance LLC*, [2024] UKSC - (UK).

³⁸⁶ International Arbitration Act 1994 (Cap. 143A) (Sing.).

³⁸⁷ *Sun Travels & Tours Pvt. Ltd. V. Hilton International Manage (Maldives) Pvt. Ltd.*, [2019] SGCA 10, ¶¶ 66–67.

³⁸⁸ *Donohue v. Armco Inc.*, [2002] 1 All ER 749 (HL), applied in Singapore.

Singaporean law clearly distinguishes between contractual anti-suit injunctions and non-contractual anti-suit injunctions. Contractual anti-suit injunctions arise from a breach of a jurisdictional or arbitration agreement. Non-contractual anti-suit injunctions are based on oppressive or vexatious conduct in foreign litigation. The bar for granting contractual anti-suit injunctions is lower, showing the priority given to party autonomy.³⁸⁹ Additionally, when parties choose Singapore as the place of arbitration, they accept the supervisory authority of Singapore courts. These courts have become more willing to grant anti-suit relief to third parties when needed to protect the arbitration seat.³⁹⁰

Analytical Significance for Indian Private International Law

The experiences of the United Kingdom and Singapore show that anti-suit injunctions can be used effectively without harming international relations, as long as they are principled, in personam, and sensitive to contracts. These methods provide useful insights for Indian courts to create a more predictable and consistent framework for anti-suit injunctions in international litigation.

IV. RECOURSE TO ANTI-SUIT INJUNCTIONS TO RESOLVE JURISDICTIONAL CONFLICTS AND THE ROLE OF INTERNATIONAL COMITY

Jurisdictional conflicts are a common issue in transnational litigation, especially when parties start parallel proceedings in multiple forums to gain a tactical edge. These conflicts create major challenges for judicial authority, procedural fairness, and the orderly management of justice. In Private International Law, anti-suit injunctions serve as fair, party-directed remedies that allow courts to stop litigants from pursuing foreign proceedings that are oppressive, annoying, or abusive.

The use of this power is tightly regulated by the principle of international comity. This principle requires judges to respect the sovereignty and decision-making abilities of foreign courts. Comity acts not as an outright ban but as a guideline for caution, advising against unnecessary interference in foreign cases. Indian courts, especially after important clarification from the Supreme Court, have stated that anti-suit injunctions cannot be justified solely on the basis of convenience for the forum. Such interference would harm the mutual respect shared among jurisdictions and disrupt international judicial harmony.³⁹¹

However, comity does not require judges to step back completely. In *Modi Entertainment Network v. W.S.G. Cricket*, the Supreme Court ruled that Indian courts can issue anti-suit injunctions if foreign proceedings are oppressive or annoying. This is permissible only if the court has personal jurisdiction over the defendant and the injunction is essential to uphold justice.³⁹² This ruling emphasizes that comity should coexist with fair control over procedural misuse.³⁹³

³⁸⁹ Gary Born, *International Commercial Arbitration* 1061–63 (2d ed. 2014).

³⁹⁰ *Maldives Airports Co. Ltd. V. GMR Male International Airport Pvt. Ltd.*, [2013] SGCA 16.

³⁹¹ *Id.* ¶ 24.

³⁹² *Id.* ¶¶ 24–25.

³⁹³ *Id.* ¶ 26.

Comparative law supports this balanced approach. In *Laker Airways Ltd. V. Sabena*, U.S. courts upheld anti-suit injunctions to block foreign proceedings aimed at undermining domestic antitrust jurisdiction.³⁹⁴ Likewise, in *British Airways Board v. Laker Airways*, English courts recognized that judicial restraint might give way in rare cases where foreign litigation threatens substantial justice or amounts to procedural manipulation.³⁹⁵ Together, these rulings confirm that while international comity is important, it cannot be used to protect behavior that compromises fairness, judicial integrity, or effective justice management.

V. JURISDICTION IN THE RECOGNITION AND ENFORCEMENT OF FOREIGN CIVIL AND COMMERCIAL JUDGMENTS IN INDIA

Jurisdiction is a key requirement for recognizing and enforcing foreign civil and commercial judgments under Indian law. Section 13 of the Code of Civil Procedure, 1908 sets the conditions for treating a foreign judgment as final in India. A foreign court must have the proper authority for its judgment to be recognized and enforced. If a court lacks jurisdiction according to Indian Private International Law, its judgment will not be accepted.

Competence includes more than just formal power. It also involves factors like whether the defendant accepted the court's authority, where they live, or if they voluntarily took part in the proceedings. Indian courts have consistently stated that jurisdiction must be real and substantial, not just presumed based on weak or one-sided reasons. In *R. Viswanathan v. Rukn-ul-Mulk*, the Supreme Court ruled that foreign judgments based on jurisdictional principles that conflict with Indian law cannot be recognized.³⁹⁶

Adhering to natural justice and public policy is also critical. A foreign judgment obtained without procedural fairness or that goes against fundamental ideas of justice cannot be enforced under Section 13 of the CPC. The Supreme Court, in *Y. Narasimha Rao v. Venkata Lakshmi*, reaffirmed that judgments issued without proper jurisdiction or that ignore natural justice standards cannot be enforced in India.³⁹⁷

In this context, anti-suit injunctions act as a preventive tool. They stop parties from starting strategically motivated foreign proceedings that might later be unrecognized due to jurisdiction issues or breaches of natural justice. The case of *Alcon Electronics v. Celem SA* shows the courts' commitment to ensuring that only those judgments that meet jurisdictional legitimacy and fairness receive enforcement.³⁹⁸ This approach strengthens the integrity and reliability of international legal decisions under Indian Private International Law.

VI. DAMAGES FOR BREACH OF FORUM SELECTION CLAUSES AND CONTROL OF INTERNATIONAL LITIGATION

Forum selection clauses are important for party autonomy in international commercial contracts. By agreeing to an exclusive forum, parties aim for certainty, predictability, and efficiency in

³⁹⁴ *Laker Airways Ltd. V. Sabena*, 731 F.2d 909, 927–28 (D.C. Cir. 1984).

³⁹⁵ *British Airways Board v. Laker Airways Ltd.*, [1985] AC 58, 81–82 (HL).

³⁹⁶ *R. Viswanathan v. Rukn-ul-Mulk Syed Abdul Wajid*, A.I.R. 1963 S.C. 1 (India)

³⁹⁷ *Y. Narasimha Rao v. Y. Venkata Lakshmi*, (1991) 3 S.C.C. 451 (India).

³⁹⁸ *Alcon Electronics Pvt. Ltd. V. Celem S.A.*, (2017) 2 S.C.C. 253 (India).

dispute resolution. Indian courts generally recognize these clauses as valid and enforceable, as long as they do not violate Indian law, public policy, or fairness principles.³⁹⁹

When a forum selection clause is breached, it often leads to lawsuits in several jurisdictions. This situation increases costs and creates multiple legal proceedings, risking conflicting judgments. Such actions amount to strategic forum shopping, which undermines the contractual agreement. Indian courts have developed remedies to discourage parties from starting cases that breach agreed forum clauses.

Anti-suit injunctions have been used to stop parties from pursuing foreign proceedings that violate a forum selection clause. However, courts have also recognized damages as a practical or additional remedy. These damages compensate for losses from breaches of contractual obligations without interfering with foreign judicial processes.⁴⁰⁰

The Indian judiciary takes a careful but principled stance in enforcing forum selection clauses. In *Swastik Gases Pvt. Ltd. V. Indian Oil Corporation*, the courts confirmed that exclusive jurisdiction clauses should usually be respected, supporting contractual certainty. Similarly, in *Atlas Export Industries v. Kotak & Co.*, the courts supported party autonomy in choosing a foreign forum, as long as fairness and justice are considered.⁴⁰¹ English courts in *The Eleftheria* have identified factors for enforcing forum selection clauses, such as fairness, convenience, and the interests of justice.⁴⁰² Indian courts reference this reasoning to maintain control over international litigation strategies, thus protecting contractual certainty and preventing misuse of cross-border litigation.

The United States takes a more interventionist stance. Courts are more willing to issue ASIs to protect domestic jurisdiction and stop overlapping or strategic foreign lawsuits, as seen in *Laker Airways Ltd. V. Sabena*. This method emphasizes domestic court authority while considering comity. It serves as a solid way to defend fairness against troublesome foreign cases.

Singapore has a clear, arbitration-friendly approach. Its courts use the “strong cause” test under the International Arbitration Act, mainly granting ASIs to enforce arbitration agreements or limit troublesome foreign litigation.⁴⁰³ Singaporean law distinguishes between contractual ASIs, which involve breaches of jurisdiction or arbitration clauses, and non-contractual ASIs aimed at oppressive or troublesome cases. This distinction helps improve efficiency and supports the rights of the parties involved. Cases like *Asiana Airlines* and *Cooperativa Muratori* show Singapore’s readiness to offer help to third parties tied by arbitration agreements and to protect the integrity of the arbitration seat.⁴⁰⁴

India’s position is similar to the UK model, emphasizing comity and judicial restraint. However, lessons from the US and Singapore suggest ways to improve enforcement methods and legal clarity. By adopting clear rules for issuing ASIs while respecting foreign jurisdictions, India can increase predictability, protect contractual rights, and prevent misuse of international litigation processes.

³⁹⁹ *Swastik Gases Pvt. Ltd. V. Indian Oil Corp. Ltd.*, (2013) 9 S.C.C. 32 (India).

⁴⁰⁰ Adrian Briggs, *Agreements on Jurisdiction and Choice of Law* 357–60 (Oxford Univ. Press 2008).

⁴⁰¹ *Atlas Export Indus. V. Kotak & Co.*, (1999) 7 S.C.C. 61 (India).

⁴⁰² *The Eleftheria*, [1969] 1 Lloyd’s Rep. 237 (Q.B.).

⁴⁰³ *Sun Travels & Tours Pvt. Ltd. V. Hilton Int’l Manage. (Maldives) Pvt. Ltd.*, [2019] SGCA 10.

⁴⁰⁴ (a) *Asiana Airlines Inc. V. Gate Gourmet Korea Co. Ltd.*, [2019] SGCA 37.

(b) *Cooperativa Muratori & Cementisti – CMC di Ravenna v. PSB Corp. Ltd.*, [2008] 2 S.L.R.(R.) 743 (Sing.).

VII. COMPARATIVE ANALYSIS: INDIAN POSITION VIS-À-VIS FOREIGN JURISDICTIONS

A comparative examination of anti-suit injunctions (ASIs) shows different judicial philosophies shaped by various approaches to jurisdiction, fairness, and international respect. Indian courts take a cautious and balanced approach, whereas foreign jurisdictions like the United Kingdom, the United States, and Singapore show different levels of assertiveness in managing international litigation. In India, ASIs are seen as an exceptional remedy, applied sparingly to stop parties from pursuing burdensome or oppressive foreign actions that undermine justice. Indian courts weigh the principles of respect, fairness, and party choice. They ensure intervention happens only when foreign proceedings threaten fairness or promote strategic forum shopping. In *Modi Entertainment Network v. W.S.G. Cricket* (2003), the Supreme Court stressed that ASIs require the court to have personal jurisdiction over the defendant and to evaluate the balance of convenience and fairness. This approach reflects India's commitment to judicial restraint and influences the recognition and enforcement of foreign judgments under Section 13 CPC, as confirmed in *Y. Narasimha Rao v. Venkata Lakshmi* and *Alcon Electronics v. Celem SA*.⁴⁰⁵

In contrast, the United Kingdom uses an equity-based framework, rooted in the court's personal jurisdiction under Section 37 of the Senior Courts Act 1981. English courts issue ASIs to stop unfair or oppressive foreign litigation and give significant weight to respect for other jurisdictions.⁴⁰⁶ The House of Lords in *Airbus Industrie GIE v. Patel* mentioned that injunctions should be issued sparingly.⁴⁰⁷ The CJEU's constraints within the EU (e.g., *Turner v. Grovit*, *Allianz v. West Tankers*) show the limits set by mutual trust obligations.⁴⁰⁸ Recent cases, such as *UniCredit v. RusChemAlliance* (2024), reaffirm that English courts can issue ASIs to protect arbitration agreements if they follow English law.⁴⁰⁹

The United States takes a more interventionist approach. Courts are more willing to issue ASIs to protect domestic jurisdiction and prevent duplicate or strategic foreign litigation, as seen in *Laker Airways Ltd. V. Sabena*. This approach prioritizes domestic judicial authority while considering respect for other jurisdictions, creating a strong mechanism to protect substantive justice against unreasonable foreign actions.

Singapore has a structured, arbitration-friendly outlook. Its courts use the "strong cause" test under the International Arbitration Act, granting ASIs mainly to enforce arbitration agreements or stop burdensome foreign litigation.⁴¹⁰ Singaporean case law distinguishes between contractual ASIs (related to breaches of jurisdiction or arbitration clauses) and non-contractual ASIs (linked to oppressive or vexatious proceedings). This distinction promotes efficiency and party choice. Cases like *Asiana Airlines* and *Cooperativa Muratori* show Singapore's readiness to provide

⁴⁰⁵ (a) *Y. Narasimha Rao v. Y. Venkata Lakshmi*, (1991) 3 S.C.C. 451 (India).

(b) *Alcon Elecs. Pvt. Ltd. V. Celem S.A.*, (2017) 2 S.C.C. 253 (India).

⁴⁰⁶ Senior Courts Act 1981, c. 54, § 37 (U.K.).

⁴⁰⁷ *Airbus Industrie GIE v. Patel*, [1999] 1 A.C. 119 (H.L.).

⁴⁰⁸ (a) *Turner v. Grovit*, Case C-159/02, ECLI:EU:C:2004:228.

(b) *Allianz SpA v. West Tankers Inc.*, Case C-185/07, ECLI:EU:C:2009:69.

⁴⁰⁹ *UniCredit Bank GmbH v. RusChemAlliance LLC*, [2024] UKSC 30.

⁴¹⁰ Sundaresh Menon, *International Arbitration: The Coming of a New Age for Asia*, 28 *Arb. Int'l* 1, 15–18 (2012).

relief to third parties tied by arbitration agreements and to protect the integrity of the arbitration seat.⁴¹¹

India's position broadly aligns with the UK model, favoring respect and judicial restraint. However, insights from the US and Singapore reveal ways to improve enforcement mechanisms and clarity in doctrine. By adopting structured principles for granting ASIs while respecting foreign jurisdictions, India can increase predictability, protect party autonomy, and reduce abuse in international litigation processes.

VIII. CONTEMPORARY CHALLENGES AND THE FUTURE OF ANTI-SUIT INJUNCTIONS IN INDIA

Anti-suit injunctions (ASIs) in India have become more relevant as Indian courts deal with modern cross-border litigation. The rise of transnational commercial disputes, caused by globalization and the complexity of multinational contracts, has increased the risk of parallel proceedings in different jurisdictions. This situation leads to forum shopping, inconsistent results, and procedural abuse. In this changing environment, ASIs serve as important remedies to protect fairness in procedures and support contractual dispute resolution methods.

A significant recent development is the use of anti-enforcement and anti-anti-suit injunctions in commercial and intellectual property disputes. In the case of *InterDigital Technology Corporation v. Xiaomi Corporation*, the Delhi High Court granted one of India's first anti-enforcement injunctions. It also issued an anti-anti-suit injunction against a foreign order from a Wuhan court.⁴¹² The court ruled that a foreign injunction could not prevent a party from pursuing litigation in India when the Indian court was able to handle the case. This decision established key principles regarding foreign court interference and strengthened Indian judicial authority in cross-border intellectual property cases.

More recently, in *Honasa Consumer Limited v. RSM General Trading LLC*, the Delhi High Court issued a rare anti-enforcement injunction against execution proceedings started in a Dubai court.⁴¹³ These proceedings were seen as an attempt to undermine an arbitration process in India. This decision marked a significant expansion of equitable control in arbitration-related transnational disputes and showed the court's willingness to protect arbitration and contracts from conflicting actions in foreign courts.

Another contemporary challenge comes from technology-related disputes where claims about jurisdiction connect with digital commerce and intellectual property rights. Cross-border e-commerce and standard-essential patent (SEP) litigation, as seen in the *InterDigital-Xiaomi* case, show how courts face conflicting jurisdiction claims involving different countries and possibly conflicting orders.⁴¹⁴

Despite these changes, India's legal system still does not have a clear set of laws for Private International Law that specifically addresses jurisdiction conflicts and fair remedies like anti-suit injunctions. Because of this, judges have a lot of discretion, which can lead to inconsistent outcomes. Current case law focuses on factors like jurisdictional competence, oppression or

⁴¹¹ (a) *Asiana Airlines Inc. V. Gate Gourmet Korea Co. Ltd.*, [2019] SGCA 37.

(b) *Cooperativa Muratori & Cementisti – CMC di Ravenna v. PSB Corp. Ltd.*, [2008] 2 S.L.R.(R.) 743 (Sing.).

⁴¹² *InterDigital Tech. Corp. V. Xiaomi Corp.*, MANU/DE/0839/2021.

⁴¹³ *Honasa Consumer Ltd. V. RSM Gen. Trading LLC*, .

⁴¹⁴ *InterDigital Tech. Corp. V. Xiaomi Corp.*, MANU/DE/0839/2021.

vexation, and justice, but clearer rules and criteria would help make outcomes more predictable for cross-border litigants.⁴¹⁵

Looking ahead, the future of anti-suit injunctions in India will rely on ongoing judicial improvements, steady application of fair principles, and possible changes in legislation or legal thinking. Clearer standards that balance respect for international cooperation with the need to stop procedural abuse will strengthen India's role as a forum that can effectively handle complex international litigation.

IX. CONCLUSION

Anti-suit injunctions in India have become an important tool in Private International Law. They allow courts to handle cross-border disputes while ensuring fairness, respect for contracts, and the integrity of both domestic and foreign proceedings. Indian case law, such as *Modi Entertainment Network v. W.S.G. Cricket and InterDigital Technology Corp. V. Xiaomi Corp.*, shows a careful balance between international respect, judicial restraint, and fair intervention. These remedies are rare and based on discretion, not common practice.

Current challenges highlight the need for clearer rules. Transnational commercial disputes, digital commerce, essential patent litigation, and arbitration-related issues are pushing the limits of judicial methods. Without a codified Private International Law framework, uncertainty increases, making judicial discretion both necessary and unpredictable. Insights from the UK, US, and Singapore provide valuable lessons on how to structure anti-suit injunctions, especially regarding party autonomy, choosing forums, and protecting arbitration agreements.

Recommendations for Future Research in Private International Law

1. **Codifying Anti-Suit Injunctions:** Explore the need for clear rules to standardize the granting of anti-suit injunctions, forum non conveniens, and the recognition of foreign judgments.
2. **Digital and Online Jurisdiction :**Investigate how Private International Law can resolve cross-border e-commerce disputes, intellectual property conflicts, and other technology-related litigation.
3. **Arbitration and Non-Signatory Parties:** Examine the role of anti-suit injunctions in protecting arbitration agreements, especially when involving third parties or indirect participants.
4. **Comparative Analysis:**Study foreign legal systems (UK, US, Singapore) to find practices that could guide the development of Indian Private International Law principles.
5. **Balancing Predictability and Flexibility:** Analyze strategies that maintain judicial discretion while offering clear, consistent standards for fair relief in international cases.

⁴¹⁵ *ONGC v. W. Co. Of N. Am.*, (1987) 1 S.C.C. 496 (India).