



Nishith Desai Associates
LEGAL AND TAX COUNSELING WORLDWIDE

MUMBAI

SILICON VALLEY

BANGALORE

SINGAPORE

NEW DELHI

MUNICH / AMSTERDAM

NEW YORK

GIFT CITY

Research

Service of Foreign Judicial and Extrajudicial Documents in Civil and Commercial Matters in India

A Primer

June 2022

Research

Service of Foreign Judicial and Extrajudicial Documents in Civil and Commercial Matters in India

A Primer

June 2022



Asia-Pacific
Most Innovative Law Firm: 2016
Second Most Innovative Firm: 2019
Most Innovative Indian Law Firm: 2019, 2017, 2016, 2015, 2014



Asia Pacific
Band 1 for Employment, Lifesciences, Tax, TMT:
2021, 2020, 2019, 2018, 2017, 2016, 2015



Tier 1 for Private Equity, Project Development: Telecommunications Networks:
2020, 2019, 2018, 2017, 2014
Deal of the Year: Private Equity, 2020



Asia-Pacific
Tier 1 for Dispute, Tax, Investment Funds, Labour & Employment, TMT, Corporate M&A:
2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012



Asia-Pacific
Tier 1 for Government & Regulatory, Tax: 2020, 2019, 2018



Ranked
'Outstanding' for Technology, Labour & Employment, Private Equity, Regulatory, Tax:
2021, 2020, 2019



Global Thought Leader – Vikram Shroff
Thought Leaders, India – Nishith Desai, Vaibhav Parikh, Dr. Milind Antani
Arbitration Guide, 2021 – Vyapak Desai, Sahil Kanuga



Fastest growing M&A Law Firm: 2018



Asia Mena Counsel: In-House Community Firms Survey:
Only Indian Firm for Life Science Practice Sector: 2018

Disclaimer

This report is a copyright of Nishith Desai Associates. No reader should act on the basis of any statement contained herein without seeking professional advice. The authors and the firm expressly disclaim all and any liability to any person who has read this report, or otherwise, in respect of anything, and of consequences of anything done, or omitted to be done by any such person in reliance upon the contents of this report.

Contact

For any help or assistance please email us on conciierge@nishithdesai.com or visit us at www.nishithdesai.com.

Contents

1. Introduction	1
2. History: Process of Service Prior to the Service Convention	2
3. Service to and From Service Convention Signatory Countries	2
Documents eligible for transmission	2
Channels of transmission under the Service Convention	3
India and the Service Convention	3
Process of transmission under the Service Convention	5
Service to India under the Service Convention	6
4. Service to defendants in non-signatory countries	7
Service to India from a non-signatory country	9
Ways to reduce the time period	9
5. Conclusion	10

Service of Foreign Judicial and Extrajudicial Documents in Civil and Commercial Matters in India: A Primer

1. Introduction

‘Service of process’ marks the beginning of litigation as it is a formal delivery of documents that are legally sufficient to charge the defendant with notice of a pending action.¹ Service assists the opposite party to understand the case being made, and the court to adjudicate the case with full information at hand, thereby perpetuating fairness in trial.

Increasing globalization has prompted numerous cross-border litigations involving parties that are not bound by the legal regime of each other’s jurisdiction. In such circumstances, a need was felt to provide litigants with an effective and reliable channel to serve judicial or extra-judicial documents to parties residing in foreign jurisdictions to facilitate such proceedings. Consequently, countries adopted The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (“**Service Convention/Convention**”) at the Hague Conference on Private International Law in 1965 (“**Conference**”) under which signatory states of the Service Convention would establish a process whereby documents can be served in a simple and efficient manner to ensure that defendants sued in foreign jurisdictions would receive actual and timely notice of legal proceedings and facilitate proof of service abroad.² With this channel for transmission of documents from one State Party to another, the Service Convention seeks to develop mutual judicial assistance amongst countries.

Currently, 79 states have signed the Service Convention (“**Contracting Parties**”). Of these, 66 countries are members of the Conference. A country need not be a member of the Conference to be party to the Service Convention. A country can become a Party to the Service Convention by way of ratification, accession, succession or continuation. However, the difference in the manner of adoption has no impact on how the Service Convention operates in the country. India has acceded to the Service Convention subject to certain reservations. These reservations are discussed in subsequent sections of this paper.

The process prescribed under the Service Convention is only applicable if both the sender and recipient countries are signatories to the Service Convention. The signatory states are required to designate a central authority to request and receive service from other signatory states.³ The framework and the process for service are discussed in subsequent sections of this paper. Service between India and a non-signatory country will be governed by the laws of India and the concerned country. In the following sections, we seek to explain the process governing service of documents to and from India.

1 Brockmeyer v. May 361 F.3d 1222 (9th Cir. 2004).

2 Volkswagenwerk Aktiengesellschaft v. Schlunk, 486 U.S. 694, 698 (1988).

3 Article 2 of the Service Convention

2. History: Process of Service Prior to the Service Convention

The customary channel of service prior to the Service Convention was through letters rogatory. As discussed above, this channel continues to be relied in cases of service to and from non-signatory countries. Letters rogatory can be time-consuming and costly as they are transmitted by way of diplomatic channels. The form of letters rogatory may depend on the country to which it is addressed for which local rules of the foreign jurisdiction must be followed.⁴

3. Service to and From Service Convention Signatory Countries

The Service Convention deals primarily with the transmission of documents. It does not address or comprise substantive rules relating to the actual service of process.⁵ The Service Convention represents a change from the previous regime which lacked the force of a treaty.⁶ It also identifies certain channels of transmission that signatories can use to transmit documents. Signatories can pick and choose the modes of transmission applicable to their country. The Service Convention allows the signatories flexibility to adopt special rules applicable for service in the form of reservations.

To effectuate service between India and a signatory country, the following broad requirements must be fulfilled:

- a. the documents must be eligible for transmission under the Service Convention,
- b. the channel of transmission must be accepted in India and the signatory country, and
- c. process should be in consonance with reservations adopted by India and the signatory country.

We have discussed each of the aforementioned requirements in the ensuing paragraphs.

Documents eligible for transmission

The following criteria must be fulfilled for documents to be eligible for transmission under the Service Convention:

The document must be a judicial or extra-judicial document;

The document must require transmitting under the applicable local laws;

The address of the person to be served must be known;

The documents must be connected to a civil or commercial matter and not criminal matter.⁷

4 <https://www.americanbar.org/groups/litigation/committees/admiralty/practice/2018/tips-for-handling-letters-rogatory/>

5 HCCH, 'Outline of the Hague Service Convention' available at <<https://assets.hcch.net/docs/f4ccc07b-55ed-4ea7-8fb9-8a2b28549e1d.pdf>> last accessed April 07, 2022.

6 Georges A.L. Droz, 'A Comment on the Role of the Hague Conference on Private International Law' 57 Law and Contemporary Problems 3, 5.

7 Article 1, Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, 1965 ("Service Convention").

Channels of transmission under the Service Convention

Generally, the following channels of transmission of judicial and extra judicial documents are available under the Service Convention:

- i. Main channel of transmission (*via* Central Agencies)⁸
- i. Alternative channels of transmission⁹:
 - a. Direct/indirect Consular or Diplomatic channels¹⁰
 - b. Postal channels¹¹
 - c. Direct communication between judicial officers, officials or other competent persons of the State of origin and the State of destination¹²
 - d. Direct communication between an interested party and judicial officers, officials or other competent persons of the State of destination.¹³
 - e. Direct communication between authorities.¹⁴

India and the Service Convention

India signed the Service Convention on November 23, 2006 and the Service Convention was entered into force in India on August 01, 2007.¹⁵ India is amongst 79 other countries who have signed the convention. We now discuss the reservations adopted by India with respect to the process envisaged under the Service Convention.

Even though the Service Convention permits for alternate channels for service to or from India (“Alternative Channels”), India has objected to such Alternative Channels viz:¹⁶

- a) the freedom to send judicial documents, by postal channels, directly to persons abroad,
- b) the freedom of judicial officers, officials or other competent persons of the State of origin to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination,
- c) the freedom of any person interested in a judicial proceeding to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination.

India has issued its reservations against all modes of service *via* Alternative Channels under Article 10. This implies that a valid service can be done only through the Ministry of Law and Justice (“**Central Authority**”) into India under the Service Convention. The detailed process of transmission under the Service Convention.

⁸ See generally, Articles 2-7, Service Convention.

⁹ Articles 8 through 11 of the Service Convention.

¹⁰ Articles 8 and 9 respectively, Service Convention.

¹¹ Article 10 (a), Service Convention.

¹² Article 10 (b), Service Convention.

¹³ Article 10 (c), Service Convention.

¹⁴ Article 11, Service Convention.

¹⁵ <https://mea.gov.in/service-of-summons-abroad.htm>

¹⁶ Article 10 (c), Service Convention.

In America, there appears to be a controversy on whether service effectuated by social media and e-mail is excluded as a result of India's Reservation. This arises from the dissonance in court decisions on the scope of India's Reservation. Some courts are of the view that India's Reservation only covers modes that are expressly specified in the Service Convention (postal service and service through judicial officers). Based on this, the courts considered that there is no bar on service through alternative mediums like e-mail when India is the destination country.¹⁷ However, few other cases have held that the language of Article 10 of the Service Convention includes service *via* an e-mail, thereby bringing it within the purview of India's Article 10 Reservation.¹⁸ American Courts have also noted that since service in India through the Central Authority have often exceeded 6-8 months, alternative service mediums like e-mail are more preferable.¹⁹

The Supreme Court of California has in *Rockefeller Technology Investments (Asia) VII v. Changzhou SinoType Technology Company, Ltd.*,²⁰ held that even if a signatory country has expressed reservation on the application of Article 10 of the Service Convention, the process of service could be held valid if the parties in their contract expressly provided so. In this case, the appellant was US based entity whereas the defendant was a China based entity. It is pertinent to note that China had expressed reservations on the application of Article 10 of the Service Convention. The agreement entered into between the parties provided that the process of service should be undertaken by post and corresponding email. The court observed that when parties waive off their rights through an express agreement, the clauses or conditions of the Service Convention will not be applicable.

Therefore, for a service to be successful in India, the following reservations under the Service Convention must also be accounted for²¹:

- i. Documents for service must be in the English language;²²
- ii. The service of judicial documents through diplomatic or consular channels will be limited to the nationals of the State in which the documents originate;²³
- iii. None of the alternative methods of transmission (such as postal delivery) provided in Article 10 of the Service Convention are applicable to service in India;
- iv. Indian Courts may render a judgment if all conditions specified under Article 15²⁴ are fulfilled; and
- v. For purposes of Article 16, an application for relief will not be entertained if filed after the expiration of one year following the date of the judgment.²⁵

17 *FTC v. PCCare, 247, Inc.*, 12 FRD CIV 7189 (2013); *Gurung v. Malhotra*, 279 F.R.D. 215, 219; *In re S. African Apartheid Litig.*, 643 F. Supp. 2d; *Philip Morris USA Inc. v. Veles Ltd.*, No. Civ. 2988 (GBD), 2007 WL 725412.

18 *Agha v. Jacobs*, No. C 07-1800 Rs., 2008 WL 2051061; *Graphic Styles/Styles International LLC v. Men's Wear Creations & Richard Kumar*, Civil Action No. 14-4283 (16-7-2014).

19 *Richmond Techs., Inc. v. Aumtech Business Solutions*, No. 11-CV-02460-LHK, 2011 WL 2607158.

20 S249923, Supreme Court of California.

21 India has made declarations and reservations with respect to Articles 8, 10, 15 and 16.

22 <https://mea.gov.in/service-of-summons-abroad.htm>

23 India's reservations: <https://www.hcch.net/en/instruments/conventions/status-table/notifications/?csid=984&disp=resdn>

24 Article 15 of the Service Convention allows a court to obtain jurisdiction over a foreign defendant for purposes of giving judgment when a plaintiff has not received a certificate of service or delivery if:

- a) The document was transmitted by one of the methods provided for in this Convention,
- b) A period of time of not less than six months, considered adequate by the judge in the particular case, has elapsed since the date of the transmission of the document,
- c) No certificate of any kind has been received, even though every reasonable effort has been made to obtain it through the competent authorities of the State addressed.

25 Article 16 of the Service Convention permits the Court to grant the defendant relief from the law of limitation concerning appeals in cases where they do not have sufficient time or knowledge of the judgment or have expressed a defence to the case on merits. In India, such application will not be entertained if it is filed after the expiration of one year following the date of the judgment.

For successful transmission from India to another signatory country, the reservations adopted by the signatory country should be accounted for. Further, Article 24 of the Service Convention allows signatories to enter into alternate supplementary agreements for service. Therefore, for service from India to another signatory country, supplementary agreements entered by the signatory country must also be considered.

For instance, the European Union (except for Denmark) has entered into ‘Council Regulation (EC) No. 1393/2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters’ (“**Service Regulation**”).²⁶ The Service Regulation permits service through designated receiving agencies in each of the member states. The Service Regulation also allows service through consular or diplomatic agents, postal service or direct service. There is no hierarchy between the methods of service under this Service Regulation.²⁷

In America, the member states have signed the Inter-American Convention on Letters Rogatory and Additional Protocol (“**IACAP**”).²⁸ The IACAP and the subsequent Inter-American Convention on Taking of Evidence and Additional Protocol govern the service process within the American continent. IACAP allows service through judicial, diplomatic or Central Authority-facilitated channels initiated by a foreign central authority to other member states. While the terms of the IACAP limit its application to civil and commercial matters, it also permits countries to choose to apply it to criminal and administrative matters.²⁹

In addition to the above reservations, the Service Convention also provides for an exemption which, if exercised, permits states to refuse service where compliance with the request would infringe their sovereignty or security.³⁰

Process of transmission under the Service Convention

In India, the Department of Legal Affairs, Ministry of Law and Justice (“**Law Ministry**”) is the central authority under the Service Convention. All transmission requests for issuance of service are to be directed to the Law Ministry. The Ministry has devised general guidelines for service to persons residing abroad (“**Guidelines**”).³¹ The Guidelines are enforceable as law by any High Court. Broadly, the Guidelines state that the transmission request must be in the format prescribed in the ‘Model Form’ under the Service Convention. If the request fulfills the requisite criteria, the service would be undertaken by the central authority.

The Indian government has taken a position that the domestic implementation of the Service Convention would be done in accordance with the provisions of Section 78 read with Order XXVI Rules 19-22 of the Code of Civil Procedure (“**CPC**”).³²

The process issued by a foreign court of a state which is a party to the Service Convention can be sent to Central Authority of the addressee state. The Central Authority may reject or object to the Service Request specifying the reasons. The execution of a Service Request may be refused when the state addressed considers that its sovereignty

26 Available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32007R1393&from=EN>

27 Plumex v. Young Sports NV Case C-473/04.

28 Lucinda A. Low, ‘International Judicial Assistance among the American States – the Inter-American Conventions’ International Lawyer (p. 707, 710)

29 <https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/international-judicial-assistance/Service-of-Process/Inter-American-Service-Convention-Additional-Protocol.html>

30 Article 13, Service Convention.

31 Ministry of Law and Justice, ‘Office Memorandum concerning Service Convention’ available at <https://delhicourts.nic.in/circulars/Sep%2011/21b.pdf>. Last accessed 26 Jan 2021.

32 <https://assets.hcch.net/upload/wop/2008synopsis20.pdf>

or security would be prejudiced thereby.³³ Under the Service Convention, a State cannot refuse a service request solely on the ground that it claims exclusive jurisdiction under its internal law over the subject matter of the action. Further, a State also cannot refuse a service request on the ground that its internal law would not admit a right of action on it.³⁴

If the Central Authority takes no objections, it would issue service upon the defendant. The service undertaken would be considered as summons issued by the Indian court under Section 29(c) of the CPC. Once the service is complete, the central authority would issue an acknowledgment to the transmitter. This entire process can take up to 6 to 8 months. We have set out an example on the typical process in the below diagram.

Service to India under the Service Convention

A petitioner residing and conducting business in Argentina (a signatory) wants to complete service on the defendant residing in Delhi, India.



It is also pertinent to note that the request and the document have to be served in duplicate.³⁵ Further the part of the request which contains a summary of the document to be served is also to be served by the law ministry along with the service order/document.³⁶

³³ Article 13, Service Convention

³⁴ Id 29.

³⁵ Article 3, the Service Convention.

³⁶ Article 5(4), the Service Convention

Concomitantly, where any Indian Court is issuing writ of summons or an equivalent document for service abroad, and any judgement has been passed *ex parte*, without the presence of such person. The judge in such a case will have the power to exempt such defendant from the limitation period otherwise applicable to prefer an appeal against the said judgement, if the defendant is able to show no knowledge of the proceedings and disclosure of *prima facie* defence to the action on merits of the case. Such applications to grant extension of time may be maintained provided it is filled in within a reasonable time frame.³⁷ Further, any objection regarding service of the said summons on the ground that it is not duly originated from authority or the judicial officer, can only be taken before the originating court.³⁸

4. Service to defendants in non-signatory countries

Prior to the enactment of the Service Convention, the service of process occurred by means of Letters of Request/Rogatory. 'Letters Rogatory' refer to formal written requests by a Court in which action is pending to the foreign Court/Judge requesting the service of summons or related acts.³⁹ Generally, the most common remedies sought by letters rogatory include service of process, execution of a civil judgment and the taking of evidence.⁴⁰ These letters are issued because in absence of permission from the foreign court to perform the said act, it would constitute a violation of the country's sovereignty. Letters rogatory, although addressed to Courts, were customarily transmitted by way of diplomatic channels, with the entire process would span over a year.⁴¹ The document to be served from the originating Court is transmitted to the foreign ministry in the State of origin, which then forwards it to the destination State's foreign ministry. The foreign ministry then forwards the documents to the local court, which passes an order permitting such service. After this, a certificate of service is passed on in reverse to reach the originating Court.

The Service Convention does not affect the present system of letters rogatory, as Article 19 allows for other modes of transmission, as permitted by internal law of countries, to continue to remain applicable if invoked.⁴² Thus, countries that are not signatories to the Service Convention rely on their internal laws for the service of legal documents.

In *Mollykutty v. Nicey Jacob and Others*,⁴³ the Kerala High Court took the view that service between India and signatory countries must adhere to the Service Convention to be considered proper. Therefore, local laws of service in India only govern service to and from non-signatories. In India, the CPC prescribes the way foreign service of process to non-signatories occurs in commercial disputes. Section 29 of the CPC governs the process

37 Article 16, the Service Convention

38 Anupama Sharma v. Union of India; 2014 SCC OnLine Bom 229, ¶11.

39 ABA, 'Tips for handling Letters Rogatory' available at <<https://www.americanbar.org/groups/litigation/committees/admiralty/practice/2018/tips-for-handling-letters-rogoratory/>> last accessed 26 Jan 2021.

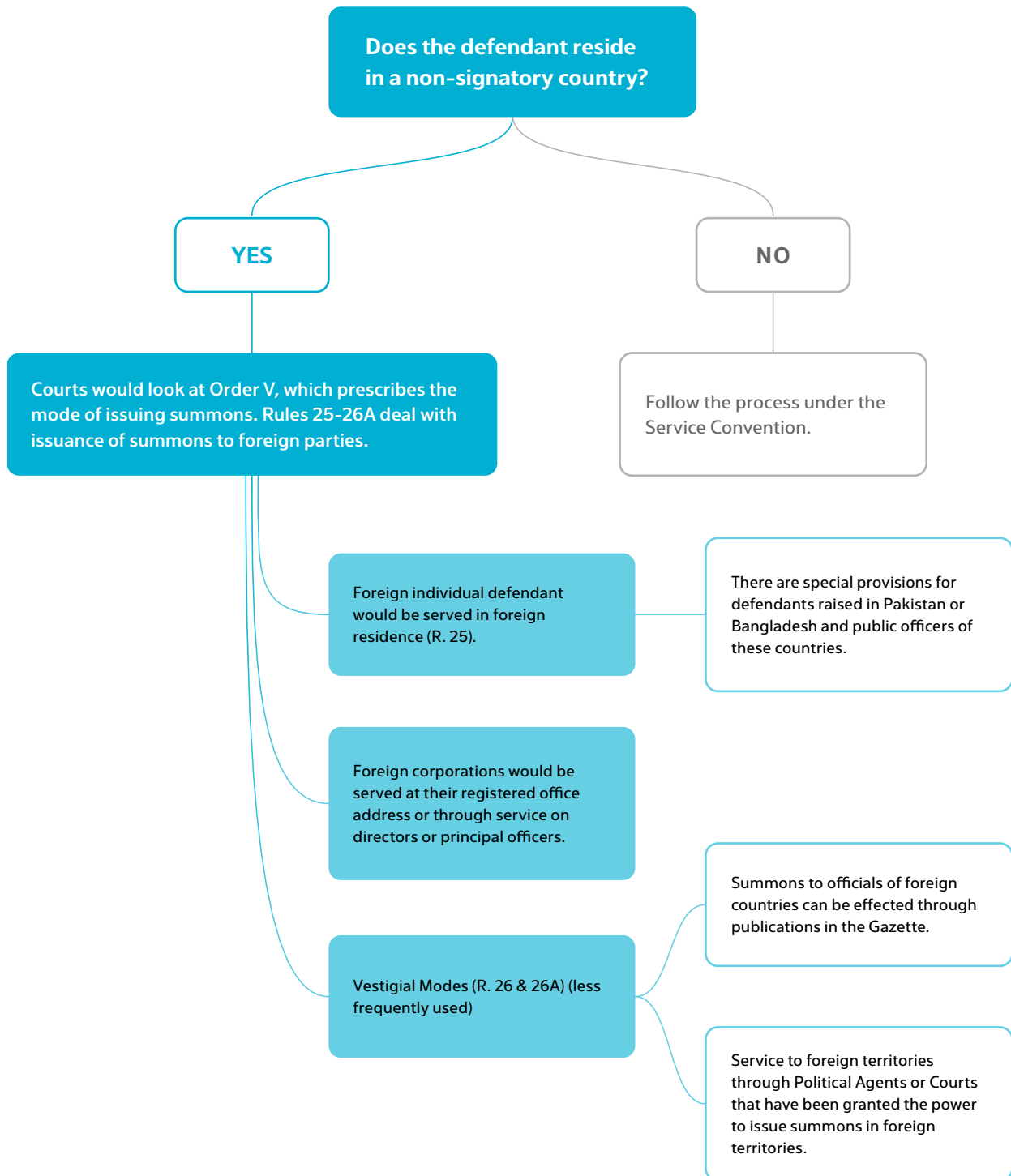
40 Thomson Reuters Glossary, 'Letters Rogatory' available at <[https://uk.practicallaw.thomsonreuters.com/8-519-1439?transitionType=Default&context-Data=\(sc.Default\)&firstPage=true](https://uk.practicallaw.thomsonreuters.com/8-519-1439?transitionType=Default&context-Data=(sc.Default)&firstPage=true)> accessed 26 Jan 2021.

41 ABA, 'Tips for handling Letters Rogatory' available at <<https://www.americanbar.org/groups/litigation/committees/admiralty/practice/2018/tips-for-handling-letters-rogoratory/>> last accessed 26 Jan 2021.

42 Stephen Downs, 'The Effect of the Service Convention on Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters' 2 (1) Cornell Int'l L.J. (p. 131)

43 2018 SCC OnLine Ker 20657.

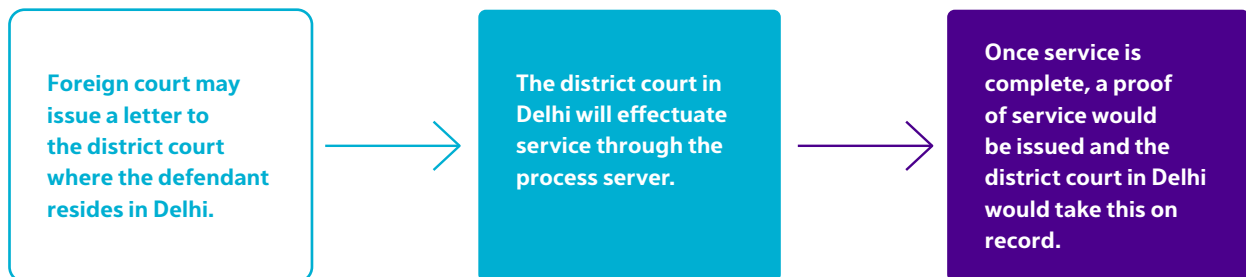
of service through foreign courts.⁴⁴ Section 29 of the CPC permits foreign courts to issue summons to defendants in India through the civil court whose jurisdiction the defendant resides. The process followed by the court is represented diagrammatically below.



44 “Section 29 Service of Foreign Summons. Summons and other processes issued by
 a) any Civil or Revenue Court established in any part of India to which the provisions of this Code do not extend, or
 b) any Civil or Revenue Court established or continued by the authority of the Central Government outside India, or
 c) any other Civil or Revenue Court outside India to which the Central Government has, by notification in the Official Gazette, declared the provisions of this section to apply.
 may be sent to the Courts in the territories to which this Code extends and served as if they were summonses issued by such Courts.”

Service to India from a non-signatory country

A petitioner residing and conducting business in a non-signatory country wants to complete service on the defendant residing in Delhi, India (say).



Ways to reduce the time period

It is a trite that the process of service under the Service Convention is a formal channel which involves layers of authorities in case of main channel of transmission. In case of India, the problem further aggravates because action by Ministry of Law and Justice which is the Central Authority and concerned Courts may take months to process and make it onerous. In 2011, The Ministry of Law issued an office memorandum requesting registrar generals of Indian courts to provide 3 months' time in advance to the Ministry for affecting service in foreign countries.

To avoid the same, two available methods are (a) process of service to a resident agent and (b) waiver clause in the agreement.

a. Process of service to a resident agent

The Service Convention is applicable only in cases where there is inter-state request for process of service. In context of the same, when a resident agent is appointed by the foreign party in the forum state, the court can directly issue the request to such agent without the applicability of the Service Convention. Such resident agent can be both voluntarily and involuntarily appointed by the Defendant party. The US Supreme Court in the case of *Volkswagenwerk Aktiengesellschaft v. Schlunk*⁴⁵ noted that the process of service to the subsidiary of a defendant will be considered valid and will not attract the Service Convention, even when such subsidiary is not a party to the main agreement between the parties.

Based on this, it is arguable that appointment of a resident agent and providing the same in the agreement will not only save time for the parties but will also make the whole process expeditious.⁴⁶

45 486 U.S. 694, 698 (1988).

46 John F. Coyle, et.al, Contracting Around the Hague Service Convention, (2019) University of California Davis Law Review, Vol. 53, 56.

b. Waiver clause in the agreement

The parties in their agreement can also agree to waive off the provisions of the Convention and agree to their own terms of process of service.⁴⁷ Through this method parties can decide their own convenient way to process the service and bind themselves by such agreement as was noted in the case of *Rockefeller Technology*⁴⁸. However, this is a riskier method and can promote litigation on the validity of the service because of the conundrum and lack of judicial precedent on this issue.

5. Conclusion

To a large extent, the signing of the multilateral Service Convention between countries has eased this process by streamlining such requirements. India's objections to alternate channels of transmission of documents under the Service Convention makes the process of service longer, and less desirable. Foreign courts have also been particularly concerned about delays in service due to India's objections. Jurisprudence and legislative will in this regard appears to be scant. It remains to be seen whether such reservations shall be removed in the distant future.

A high-level comparison chart explaining the process of service under the Service Convention and CPC is set out below.

Applicable rules for process of service	When applicable	Transmitting Authority in India
Service Convention	For service to/from India and a signatory country.	Ministry of Law and Justice Department of Legal Affairs.
Section 29 of the CPC	For service to/from India and a non-signatory country.	The civil court whose jurisdiction the defendant resides.

⁴⁷ Century Metal Recycling Private Limited vs. Sachin Chhabra and Ors. - Delhi High Court, 2017.

⁴⁸ S249923, Supreme Court of California.

About NDA

At Nishith Desai Associates, we have earned the reputation of being Asia's most Innovative Law Firm – and the go-to specialists for companies around the world, looking to conduct businesses in India and for Indian companies considering business expansion abroad. In fact, we have conceptualized and created a state-of-the-art Blue Sky Thinking and Research Campus, Imaginarium Aligunjan, an international institution dedicated to designing a premeditated future with an embedded strategic foresight capability.

We are a research and strategy driven international firm with offices in Mumbai, Palo Alto (Silicon Valley), Bangalore, Singapore, New Delhi, Munich, and New York. Our team comprises of specialists who provide strategic advice on legal, regulatory, and tax related matters in an integrated manner basis key insights carefully culled from the allied industries.

As an active participant in shaping India's regulatory environment, we at NDA, have the expertise and more importantly – the VISION – to navigate its complexities. Our ongoing endeavors in conducting and facilitating original research in emerging areas of law has helped us develop unparalleled proficiency to anticipate legal obstacles, mitigate potential risks and identify new opportunities for our clients on a global scale. Simply put, for conglomerates looking to conduct business in the subcontinent, NDA takes the uncertainty out of new frontiers.

As a firm of doyens, we pride ourselves in working with select clients within select verticals on complex matters. Our forte lies in providing innovative and strategic advice in futuristic areas of law such as those relating to Blockchain and virtual currencies, Internet of Things (IOT), Aviation, Artificial Intelligence, Privatization of Outer Space, Drones, Robotics, Virtual Reality, Ed-Tech, Med-Tech and Medical Devices and Nanotechnology with our key clientele comprising of marquee Fortune 500 corporations.

The firm has been consistently ranked as one of the Most Innovative Law Firms, across the globe. In fact, NDA has been the proud recipient of the Financial Times – RSG award 4 times in a row, (2014-2017) as the Most Innovative Indian Law Firm.

We are a trust based, non-hierarchical, democratic organization that leverages research and knowledge to deliver extraordinary value to our clients. Datum, our unique employer proposition has been developed into a global case study, aptly titled 'Management by Trust in a Democratic Enterprise,' published by John Wiley & Sons, USA.

Research@NDA

Research is the DNA of NDA. In early 1980s, our firm emerged from an extensive, and then pioneering, research by Nishith M. Desai on the taxation of cross-border transactions. The research book written by him provided the foundation for our international tax practice. Since then, we have relied upon research to be the cornerstone of our practice development. Today, research is fully ingrained in the firm's culture.

Over the years, we have produced some outstanding research papers, reports and articles. Almost on a daily basis, we analyze and offer our perspective on latest legal developments through our "Hotlines". These Hotlines provide immediate awareness and quick reference, and have been eagerly received. We also provide expanded commentary on issues through detailed articles for publication in newspapers and periodicals for dissemination to wider audience. Our NDA Labs dissect and analyze a published, distinctive legal transaction using multiple lenses and offer various perspectives, including some even overlooked by the executors of the transaction. We regularly write extensive research papers and disseminate them through our website. Our ThinkTank discourses on Taxation of eCommerce, Arbitration, and Direct Tax Code have been widely acknowledged.

As we continue to grow through our research-based approach, we now have established an exclusive four-acre, state-of-the-art research center, just a 45-minute ferry ride from Mumbai but in the middle of verdant hills of reclusive Alibaug-Raigadh district. Imaginarium AliGunjan is a platform for creative thinking; an apolitical ecosystem that connects multi-disciplinary threads of ideas, innovation and imagination. Designed to inspire 'blue sky' thinking, research, exploration and synthesis, reflections and communication, it aims to bring in wholeness – that leads to answers to the biggest challenges of our time and beyond. It seeks to be a bridge that connects the futuristic advancements of diverse disciplines. It offers a space, both virtually and literally, for integration and synthesis of knowhow and innovation from various streams and serves as a dais to internationally renowned professionals to share their expertise and experience with our associates and select clients.

We would love to hear from you about any suggestions you may have on our research publications. Please feel free to contact us at research@nishithdesai.com.

Recent Research Papers

Extensive knowledge gained through our original research is a source of our expertise.



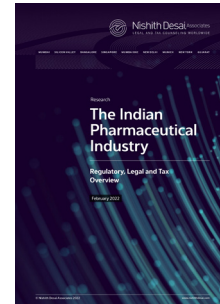
June 2022

Mergers & Acquisitions
An India Legal, Regulatory
and Tax Perspective



April 2022

**Private Equity and Private Debt
Investments in India**
Regulatory, Legal and Tax Overview



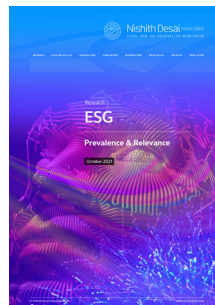
February 2022

**The Indian Pharmaceutical
Industry**
Regulatory, Legal and Tax Overview



November 2021

The Global Drone Revolution
Aerial Transport, Agritech, Commerce
and Allied Opportunities



October 2021

ESG
Prevalence and Relevance



February 2021

Doing Business in India
The Guide for US Businesses and
Organizations entering and expanding
into India

For more research papers [click here](#).



Nishith Desai Associates
LEGAL AND TAX COUNSELING WORLDWIDE

MUMBAI

93 B, Mittal Court, Nariman Point
Mumbai 400 021, India

Tel +91 22 6669 5000

SILICON VALLEY

220 S California Ave., Suite 201
Palo Alto, California 94306, USA

Tel +1 650 325 7100

BANGALORE

Prestige Loka, G01, 7/1 Brunton Rd
Bangalore 560 025, India

Tel +91 80 6693 5000

SINGAPORE

Level 24, CapitaGreen
138 Market St
Singapore 048 946

Tel +65 6550 9855

NEW DELHI

13-H, Hansalaya Building, 15
Barakhamba Road, Connaught Place
New Delhi 110 001, India

Tel +91 11 4906 5000

MUNICH / AMSTERDAM

Maximilianstraße 13
80539 Munich, Germany

Tel +49 89 203 006 268

NEW YORK

1185 6th Avenue, Suite 326
New York, NY 10036, USA

Tel +1 212 464 7050

GIFT CITY

408, 4th Floor, Pragya Towers
GIFT City, Gandhinagar
Gujarat 382 355, India

Service of Foreign Judicial and Extrajudicial Documents
in Civil and Commercial Matters in India

A Primer