



UIA

Union Internationale des Avocats
International Association of Lawyers
Unión Internacional de Abogados

India: The New Global Manufacturing Hub

Seminar presented by the UIA and the UIA India Chapter in collaboration with the Delhi International Arbitration Centre, Bar Association of India and the Supreme Court Bar Association

**SATURDAY,
MARCH 29
& SUNDAY,
MARCH 30, 2025**



New Delhi

India

www.uianet.org

[#UIAMumbai](https://twitter.com/UIAMumbai)

All the information relative to our seminars is available on our Website www.uanet.org ("Events" section). The topics, the speakers and the allocation of speakers to the topics are still subject to change. An updated version of the programme is expected to be available in the coming weeks.

Saturday, March 29

08:30 – 09:00 REGISTRATION OF PARTICIPANTS

Auditorium, Delhi International Arbitration Centre
S-Block, Dr. Zakir Hussain Marg, High Court of Delhi,
New Delhi - 110003

09:00 – 09:45 WELCOME & OPENING OF THE SEMINAR

Carlo MASTELLONE, *UIA President Elect, Studio Legale Mastellone, Florence, Italy*

A.K. GANGULI, *Senior Advocate and President of the UIA India Chapter, New Delhi, India*

Guest of Honour, *Judge Supreme Court of India*

Hon'ble Mr. Justice Sanjeev KHANNA, *Judge Supreme Court of India*

Special Invitee, *Judge, Delhi High Court*

09:45 – 11:45 FOREIGN DIRECT INVESTMENTS: STRATEGIC LEGAL CONSIDERATIONS FOR INVESTORS IN INDIA'S EXPANDING MANUFACTURING SECTOR: INTERNATIONAL TRADE AGREEMENTS AND BITS WITH INDIA

The dynamics of India's Manufacturing Growth, being the World's most populated nation, present legal challenges and opportunities in Foreign Direct Investments. Investors should learn and evaluate the existing international trade agreements (ITAs) and bilateral investment treaties (BITs) with India including Africa-India BITs.

Several critical analyses should be conducted to assess the potential impact and at the same time to take advantage of the best opportunities. Consideration of benefits arising from ITAs and BITs, discovering its scope and coverage, access or limitations to markets, tariff reductions, quotas, and regulatory alignment are key for the investor.

Review BITs for provisions related to protection of foreign investments might also be a determinant factor for the analysis, such as: fair and equitable treatment, protection against expropriation, and dispute resolution mechanisms.

Examination of the regulatory obligations imposed by ITAs and BITs, including standards for product safety, labour, and environmental regulations is crucial for maintaining compliance.

Last but not least, customs procedures should be verified in order to evaluate how streamlined or complex customs procedures might be under the trade agreements vis a vis the real world, which, at the end of the day will necessarily affect the ease of importing and exporting goods.

Chair: Judge Supreme Court of India

Co-Moderator to be confirmed.

Speakers:

Aboubacar FALL, *Senegal Bar, former member of the Paris Bar, former Principal Legal Counsel for the African Development Bank (AfDB) Group and former Chairperson of the Management Board of the African Legal Support Facility (ALSF), Dakar, Senegal*

Additional speakers to be confirmed.

11:15 – 11:45 COFFEE BREAK

11:45 – 13:00 NAVIGATING THE INDIAN M&A LANDSCAPE. LEGAL CONSIDERATIONS FOR ACQUISITIONS IN INDIA'S MANUFACTURING SECTOR.

India's role as one of the most populated countries in the world as well as one of the most important global manufacturing hubs is accelerating the entry of foreign companies in the market, both for tackling the domestic market and for getting the advantages of India's manufacturing power. Acquisitions of local companies play an important role on this market entry by foreign companies and experience shows that these acquisitions present legal challenges from an M&A standpoint.

Investors should consider the specificities that should be taken into account in the acquisition analysis and due diligence, from industry regulations to compliance and from export restrictions to reputational issues.

When negotiating the acquisition (SPA and SHA) both investors and local parties should analyse, amongst other, the possible local restrictions for joint ownership, limits on granting warranties, usual terms for seller's liabilities and ways to regulate and enforce non-compete agreements.

And finally, significant post-closings obligations and regularisation needs should be assessed in order to avoid future problems.

In this session we will try to address all (and some other issues) and gather the views of both local and foreign parties in the acquisition and M&A process

Chair: Judge Supreme Court of India

Co-Moderator and speakers to be confirmed.

13:00 – 14:30 LUNCH

14:30 – 16:00 THE ROLE OF FINANCE, THE FIGHT AGAINST FINANCIAL CRIME AND PPPS FOR THE INDIA'S GROWTH

India is one of the world's fastest growing economies. Its foreign exchange regulations have been liberalised over the last few years to facilitate the inflow and outflow of funds in the Country. **Venture capital funding and private equity investment** in India are increasing rapidly. Its Government has focused on developing several enabling tools and activities to spur private sector investments into the Country through **public-private partnerships** (PPPs). PPPs in India are also significant in the fight against financial crime. With regard to the latter, it has to be highlighted that the FATF Plenary (26-28 June 2024) concluded that India has reached a high level of technical compliance with the FATF requirements and its AML/CFT/CPF regime is achieving good results, including in its ML and TF risk understanding, international cooperation, access to basic and beneficial ownership information, use of financial intelligence, and depriving criminals of their assets and counter-proliferation financing measures. However, improvements are needed to strengthen the supervision and implementation of preventive measures in some of the non-financial sectors. India also needs to address delays relating to concluding ML and TF prosecutions, and to ensure that CFT measures aimed at preventing the non-profit sector from being abused for TF are implemented in line with the risk-based approach, including by conducting outreach to NPOs on their TF risks. Furthermore, universal **financial inclusion** has always been a national commitment and public policy priority in India. **Digital finance** is increasing financial inclusion. Access to financial products and services is a prerequisite for participation in modern economic and social life. Speakers will illustrate how the mentioned topics are developed in India also making a comparison with other Countries.

Chair: Judge Supreme Court of India

Co-Moderator & speaker:

Barbara BANDIERA, *President of the UIA Banking and Financial Services Law Commission, Milan, Italy*

Speakers:

Olivier NICOD, *UIA Financial Deputy Director, Walder Wyss, Lausanne, Switzerland*

Silvestre TANDEAU DE MARSAC, *UIA Financial Director, FTMS Avocats, Paris, France*

16:00 – 16:30 COFFEE BREAK

16:30–18:00 THE GLOBAL MARKETPLACE FOR INDIA'S MANUFACTURED GOODS: TAXATION CHALLENGES AND OPPORTUNITIES

With India maintaining strong economic relationships with both the Global North and the Global South, the country's manufacturers can avail themselves of a strong and deep

network of international taxation treaties to minimize the risk of double taxation. Direct and indirect taxes, customs duties and tariffs are types of tax on cross-border goods that are collected by customs as government revenue and to protect local industries. A significant portion of cross-border trade of goods takes place between associated enterprises and the role of transfer pricing and customs value is material in the cross-border business environment, and its importance for multinational enterprises, tax authorities and customs administrations. Additionally, the sale of manufactured goods usually is not the end of the transaction with global customers, as manufacturers often have to assign staff overseas for installation, maintenance, and technical support, which assignments pose their own cauldrons of taxation and immigration issues.

This session's speakers shall recommend best practices as to how Indian manufacturers can best navigate this morass of direct and indirect taxation, and immigration, to maximize compliance with a view to international taxation efficiency

Chair: Judge Supreme Court of India

Co-Moderators:

Riccardo G. CAJOLA, *Cajola & Associati, Milan, Italy*

Clayton CARTWRIGHT, *Vice President of the UIA Immigration and Nationality Law Commission, The Cartwright Law Firm LLC, Columbus, GA, USA*

Speakers to be confirmed.

18:15 – 19:30 CULTURAL EVENING

19:30 DINNER - *Venue to be confirmed*

Sunday, March 30

08:30 – 09:00 REGISTRATION OF PARTICIPANTS

Auditorium, Delhi International Arbitration Centre
S-Block, Dr. Zakir Hussain Marg, High Court of Delhi,
New Delhi - 110003

09:00 – 10:00 PITFALLS OF INTERNATIONAL SALES AND MANUFACTURING CONTRACTS: WHAT TO CONSIDER WHEN SELLING GOODS OR SERVICES TO PARTNERS FROM THE EU?

Dialogue between an Indian seller and a EU buyer

1. What are the most critical clauses in every international sales and manufacturing contract?

- Object of the contract/specifications: what exactly do we have to deliver?
- Products conformity: the eternal issue of quality
- Transport: 4000 miles from India to Europe...
- Payment: how to secure it?

2. How to deal with compliance sustainability requirements?

- Sustainability clauses: why and what for? How to draft them properly?

3. How to negotiate choice of law and dispute resolution clauses and bridge the gap between civil and common law jurisdictions?

- Civil law jurisdictions v. Indian law – clash of two legal traditions?
- CISG and Unidroit – why to use it and what for?
- But: are we allowed to choose our governing law and to what extent? Why are the dispute resolutions clauses The most important clauses of every international sales contract?

4. The actual logistics of contract negotiation must not be ignored as well, for it is imperative to ensure that company officials and staff who are physically present in India or the EU, are acting as authorized under the respective immigration laws of India or the relevant Member State.

Chair: *Judge Supreme Court of India*

Co-Moderators:

Mariaelena GIORCELLI, *President of the UIA International Sale of Goods commission, Bortolotti, Mathis & Associati, Turin, Italy*

Michal ROSZAK, *Berg & Moll International Lawyers, Warsaw, Poland*

Clayton CARTWRIGHT, *Vice President of the UIA Immigration and Nationality Law Commission, The Cartwright Law Firm LLC, Columbus, GA, USA*

10:00 – 10:15 COFFEE BREAK

10:15 – 11:15 DO'S AND DON'TS FOR DRAFTING AN ARBITRATION AGREEMENT, WITH A FOCUS ON MULTI-STEP DISPUTE RESOLUTION CLAUSES

The rise and establishment of India as a global manufacturing hub brings an opportunity to implement global dispute resolution best practices and avoid unnecessary, burdensome and expensive conflicts. This session will offer an in-depth examination of multi-step dispute resolution strategies. Participants will explore effective methods for drafting clear, enforceable multi-step dispute resolution clauses that integrate collaborative dispute resolution methods, such as mediation, expert determination and dispute boards, with adversarial dispute resolution methods, such as international arbitration and international commercial litigation. The session will highlight common pitfalls to avoid, ensuring that the dispute resolution agreements are both enforceable and conducive to efficient dispute resolution

Chair: *Judge Supreme Court of India*

11:15 – 12:30 ADHOC VS INSTITUTIONAL ARBITRATIONS - INDIA, POTENTIAL TO BE THE NEXT ARBITRATION HUB

Chair: Hon'ble Mr. Justice Vibhu BHAKRU
Chairperson, Delhi International Arbitration Centre (TBC)

12:30 – 13:00 VELADICTORY & CLOSING REMARKS

Hon'ble Mr. Justice Surya KANT, *Judge, Supreme Court of India*
Judge, Delhi High Court
Krishnan VENUGOPAL, *Vice President, UIA India Chapter and National Representative of India*

VOTE OF THANKS

Mamta TIWARI, *Secretary General UIA India Chapter*

13:00 LUNCH



Join the UIA, the world's largest international network of lawyers and benefit from a 50% discount on your membership fee during the seminar!

www.uianet.org

SEMINAR VENUE

**Auditorium, Delhi
International Arbitration
Centre**
S-Block, Dr. Zakir Hussain
Marg, High Court of Delhi,
New Delhi - 110503

LANGUAGE

The working language will
be **English**.

CONTINUING LEGAL
EDUCATION

Every participant attending
the seminar will receive a
“Certificate of
Participation” at the end of
the event that may be used
to obtain “Credits” for
“Continuing Legal
Education” - “Continuing
Professional Development”
purposes, depending on
national rules. For more
information, please contact
the UIA.

REGISTRATION FEES

	On or before February 27	From February 28
UIA Member	<input type="checkbox"/> € 395	<input type="checkbox"/> € 445
UIA Member - Young lawyer (<35) *	<input type="checkbox"/> € 345	<input type="checkbox"/> € 395
Non-member	<input type="checkbox"/> € 445	<input type="checkbox"/> € 495
Non-member - Young lawyer (<35) *	<input type="checkbox"/> € 395	<input type="checkbox"/> € 445
SAARC member country lawyers**	<i>Should register at UIA India Chapter</i>	

* Please attach proof of age to the registration form to benefit from young lawyers fee
** SAARC member country lawyers should register at UIA India Chapter

Fees include:

- Attendance at all working sessions
- Seminar documentation on the UIA Website www.uanet.org
- Coffee breaks on March 29 & 30
- Lunches on March 29 & 30
- Dinner on March 29

Please note that the number of places at the seminar is limited. The organisers reserve the right to refuse registrations in the event of excess applications.

In order for your name to appear in the **list of participants**, which will be distributed during the seminar, your registration form must be received by **March 17** at the latest. An updated electronic list will be sent by email to all the participants after the seminar.

HOTEL RESERVATION

Each participant should make his/her own arrangements for hotel accommodation in New Delhi. The seminar will take place at the **Delhi International Arbitration Centre**, S-Block, Dr. Zakir Hussain Marg, High Court of Delhi, New Delhi - 110003
Hotel suggestions nearby are:

Le Méridien New Delhi (5*)

3 km from the seminar venue

Windsor Pl, Connaught Place,
New Delhi, Delhi 110001, India
T +91 11 4502 0200

Website: <https://www.marriott.com/en-us/hotels/delmd-le-meridien-new-delhi/overview/?scid=f2ae0541-1279-4f24-b197-a979c79310b0>

Shangri-La Eros New Delhi (5*)

3 km from the seminar venue

19, Ashoka Rd, Janpath, Connaught Place,
New Delhi, Delhi 110001, India
T +91 11 4119 1919

Website: <https://www.shangri-la.com/newdelhi/erosshangrila/>

UIA CANCELLATION CONDITIONS AND GENERAL CONDITIONS

CANCELLATION CONDITIONS OF THE UIA

All cancellations will be subject to a 20% processing fee and must be sent in writing to the UIA (Union Internationale des Avocats) **no later than February 28, 2025**. No refund will be made for cancellations received after this date.

Participants who have paid the total registration fee and who are unable to attend the seminar personally may send a colleague as a substitute after informing the UIA. A €50 processing fee will be charged.

VISAS

Anyone who requires a visa invitation letter in order to attend the seminar should register and pay their registration fees **no later than February 28, 2025** to ensure there is enough time to obtain a visa.

All cancellations will be refunded in full, minus €50 + VAT to cover administrative costs, provided that the UIA has received the registration documents and **total** registration fees **no later than February 28, 2025**.

If you register after this date, only 50% of the amount paid minus €50 + VAT to cover administrative costs will be refunded for cancellations due to visa refusals. All cancellations due to a visa refusal must be sent in writing and reach the UIA **before the seminar**. Cancellations must be accompanied by **a proof of visa refusal**. If your visa is issued after the seminar date or if you do not have proof of visa refusal, you will not be entitled to a refund.

COVID-19

For any cancellation of onsite participation after **February 28, 2025**, a credit voucher or a full refund of the registration fees* will be offered in the following cases:

- if you test positive for Covid-19 less than 14 days before the seminar (a medical certificate or a proof of positive test result will be required);
- border shutdown by Austrian government or by your country's government;
- if country where you live is under lockdown.

For any other reason, the standard cancellation policy will apply.

(*) If you wish, part of the amount paid for the seminar can be carried forward to another UIA event or refunded.

Should the onsite seminar be cancelled due to Covid-19 concerns, participants will be able to request a credit voucher or a full refund of their registration fees.

If a virtual alternative is offered, part of the amount paid for the onsite seminar can be used for the virtual seminar. The remaining amount can be carried forward to another UIA event or refunded.

GENERAL CONDITIONS

All registrations received by the Union Internationale des Avocats (UIA) along with the full payment of fees corresponding to the events selected will be confirmed in writing.

The UIA reserves the right to cancel or postpone the seminar to a later date, change the seminar venue and/or programme, make any corrections or modifications in the information published in the seminar programme and cancel any invitation to participate in the seminar, at any time and at their entire discretion, without having to provide any reasons for the same.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature, suffered (directly or indirectly) by a

delegate, accompanying person or a third party following any cancellations, changes, postponements or modifications.

The UIA strongly advises participants to subscribe to modifiable and/or refundable services, as well as to take out a cancellation insurance.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature whatever, suffered (directly or indirectly) by a delegate or accompanying person, except in case of death or personal injury due to gross negligence by the UIA.

The contractual relations between the UIA and each participant (delegate or accompanying person) in relation to the seminar are subject to French law and jurisdiction, to the exclusion of any other law. Paris is the city of jurisdiction.

FORMALITIES

It is the responsibility of participants to ensure compliance with police, customs and health formalities for their journey. Participants unable to take part in the seminar because of their inability to take a flight or any other means of transportation due to being unable to provide the documents required (passport, visa, vaccination certificate, etc.) cannot claim any reimbursement

FORCE MAJEURE

“Force majeure” means any events external to the parties, of both an unforeseeable and insurmountable nature that prevents either the client or the participants, or the agency or service providers involved in organising the seminar, from executing all or part of the obligations provided for in the present agreement. By express agreement, such will be the case in the event of a strike affecting the means of transport, hotel staff, air traffic controllers, an insurrection, a riot or any prohibition whatsoever decreed by governmental or public authorities.

It is expressly agreed that for the parties, a case of force majeure would suspend the execution of their reciprocal obligations. At the same time, each of the parties shall bear the burden of all the expenses incumbent upon them, resulting from the case of force majeure.

HEALTH

The organisers decline any responsibility in case of any health problems existing prior to the seminar that may lead to complications or be aggravated during the entire period of the stay: pregnancy, cardio-vascular problems, any allergies, special diets, any disorders under treatment and not yet consolidated on the day the seminar starts, psychic or mental or depressive illness, etc. (Non exhaustive list).

PERSONAL DATA PROTECTION

Personal data collected is processed by the Union Internationale des Avocats, in its capacity as data controller. The data is used to manage registrations for events organised by the Union Internationale des Avocats.

In accordance with the applicable regulations, you have the right to access, rectify and delete your personal data, as well as the right to data portability. You may also withdraw your consent to the processing of your personal data at any time or request that such processing be restricted.

Finally, you have the right to specify instructions concerning the fate of your data in the event of your demise.



India: The New Global Manufacturing Hub

NEW DELHI, INDIA

SATURDAY, MARCH 29 & SUNDAY, MARCH 30, 2025

Register online at: www.uianet.org

or please complete and return this form by email to: uiacentre@uianet.org

UIA (International Association of Lawyers)

Tel: +33 1 44 88 55 66 ▪ Fax: +33 1 44 88 55 77 ▪ Email: uiacentre@uianet.org

Family Name:

First Name:

UIA Identification number (if you already have one): MI _____

Firm:

Address:

Post Code: City:

Country:

Tel: Fax:

Email:

Date of Birth:

EU VAT ID-number:

Special requests (special diet, allergies, handicap...):

Arrival/departure times & flight numbers:

A. SEMINAR REGISTRATION FEES

	On or before February 27	From February 28
UIA Member	<input type="checkbox"/> € 395	<input type="checkbox"/> € 445
UIA Member - Young lawyer (<35) *	<input type="checkbox"/> € 345	<input type="checkbox"/> € 395
Non-member	<input type="checkbox"/> € 445	<input type="checkbox"/> € 495
Non-member - Young lawyer (<35) *	<input type="checkbox"/> € 395	<input type="checkbox"/> € 445
SAARC member country lawyers**	<i>Should register at UIA India Chapter</i>	

* Please attach proof of age to the registration form to benefit from young lawyers fee

** SAARC member country lawyers should register at UIA India Chapter

B. SEMINAR SOCIAL ACTIVITIES

Please indicate below whether you plan to attend the following events **included** in the cost of your registration.

- Lunch – Saturday, March 29
- Dinner – Saturday, March 29
- Lunch – Sunday, March 30

C. TOTAL

Total (A) – Registration Fees	€.....
--------------------------------------	--------

D. CANCELLATION CONDITIONS AND GENERAL CONDITIONS

I, the undersigned, confirm having read and accepted the cancellation policy and the general terms and conditions given on page 6 of the registration programme. My registration will only be taken into account after receipt of my payment.

The participant is aware that his/her image and/or voice may be recorded or filmed during the entire duration of the seminar and, by signing this registration form, grants UIA the right to use, reproduce and distribute the concerned images and recordings by any known or unknown means and on all types of media, for an unlimited duration, completely free of charge.

The undersigned acknowledges having been informed of the processing of the personal data contained in this form by UIA, as detailed on page 6 of the registration programme.

E. METHOD OF PAYMENT

- By bank transfer in €, without charges to the payee, in favour of the Union Internationale des Avocats, quoting “**2025 New Delhi Seminar**”, to the following bank and account:

Société Générale – Agence Paris Institutionnels
50 rue d’Anjou – 75008 Paris – France
BIC / SWIFT N°: SOGEFRPP
IBAN: FR76 3000 3033 9200 0503 4165 164

- By credit card: Visa Mastercard

Card N°: _ _ _ _ _

3 digits: _ _ _ Expiry date: _ _ / _ _

Name of card holder:.....

I authorise the Union Internationale des Avocats to debit the above mentioned credit card in the amount of
€ (EUR)

Date:/...../.....

Signature: