

ARTIFICIAL INTELLIGENCE AND INTERNATIONAL ARBITRATION: A PLETHORA OF TECHNOLOGY?

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ABSTRACT

Globalization isn't a new episode watched and lived by us. We have been born and brought up in this ever-growing dynamic living environment. To say that technology is just another limb of globalization cannot be very far from today's reality. Use of technology and artificial intelligence (hereinafter referred as "AI") can be dotted back to the era of embracing the internet with respect to legal field.²

Arguably, the use of AI in arbitration has been more significant as compared to in litigation due to a very simple reason i.e., litigation has witnessed more nightmares in the sense of procurement and implementation.³ Like all that glitters isn't gold, utilization of information technology for the purpose of arbitral processes has been stuck in the infancy stage.⁴ The legal world, globally, has been walking on egg shells when it comes to using information technology with respect to arbitration as it not only contravenes the procedural safeguards but also has the capacity to compromise the quality of justice at a great length.⁵

The International Arbitration does not shy away from this debate. Furthermore, there has been a division in opinions at the international level. Some consider the technology and AI to be the cornerstone is the Legal History, the handing over to the next generation or turning of the page, whichever way you want to say it. Others believe that, with the technology moving at the speed of the light, the loopholes and exploitation of the Judicial System is too easy.

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² Arsic, Jasna. "International Commercial Arbitration on the Internet – Has the Future Come Too Early?", Vol. 14, Issue 3, *Journal of International Arbitration*, Kluwer Law International BV, Sept. 1997, pp. 209–21. Crossref, doi:10.54648/joia1997026.

³ L. Tyrone Hol, *Whither Arbitration – What Can be Done to Improve Arbitration and Keep out Litigation's Ill Effects*, Volume 7, *DePaul Business & Commercial Law Journal* (2008) Available at: <https://via.library.depaul.edu/cgi/viewcontent.cgi?article=1120&context=bclj>

⁴ Kaufmann, G., *The Use of Information Technology in Arbitration*. (2005) Available at: <http://lk-k.com/wp-content/uploads/The-Use-of-Information-Technology-in-Arbitration.pdf>

⁵ *Id.*

In this article, I will elucidate:

1. The worldwide debate on use of AI as Arbitrators in International Arbitrations;
2. Whether the plethora of technology is indeed a step back for the Judicial System worldwide?
3. Whether the right to use of technology should compromise the quality of justice

I. INTRODUCTION

In the age of the 21st century discussing AI as arbitrators and legal practitioners, is not an out of the box question. We are governed by technology, fascinated and facilitated by it. Hence, technology coming for our jobs is just another reroute of the capitalist marketers. In every inch of turn of this white-collared world, technology has been augmented into our lives.

International arbitration often necessitates a grasp of domestic as well as international legal system simultaneously. International Arbitration is a spectrum of law which is document intensive, in a sense, that arbitrators and counsels are required to facilitate countless hours for legal research and document reviewing. This is where the use of AI proves to be beneficial as it cuts down time exponentially.⁶

Eminent personalities of the legal playfield have advocated the use of AI in international arbitration to suffice the pressure of mounting case load and documentation. This is due to the escalating demand for speedy and efficient settlement of disputes.⁷ AI not only offers substantive potential to manage and diagnose cases & inefficiencies of arbitral procedurals but also has the ability to augment cognitive functions of human brain and perform it without any hint of delay.⁸ Use of technology is an element of globalization that signifies economic growth, especially in the developing nations. AI takes this economic development a limb further.

As the title of the research exemplify, this paper aims to narrow down the answers for some highly debated and controversial questions with respect to International Arbitration and AI

⁶Thomas R. Snider, *Artificial Intelligence and International Arbitration: Going Beyond Email*, AL Tamini & Co., Available at: <https://www.tamimi.com/law-update-articles/artificial-intelligence-and-international-arbitration-going-beyond-e-mail/>

⁷ Winston Maxwell, Laurent Gouiffès, and Gauthier Vannieuwenhuyse, *The future of arbitration: New technologies are making a big impact and AI robots may take on human roles*, Hogan Lovells, Available at: <https://www.hoganlovells.com/en/publications/the-future-of-arbitration-ai-robots-may-take-on-human-roles>

⁸ Megan Turchi, *"The future of International Arbitration may not be AI"*, Thinkset, Available at: <https://www.thinksetmag.com/issue-7/ai-may-not-be-the-future-of-international-arbitration>

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II. IS AI COMPETENT ENOUGH TO TAKE OVER THE WORLD RENOWNED AND HIGHLY EXPERIENCED ARBITRATORS?

Under Section 11 of the Arbitration and Conciliation Act, 1996, any person, of sound mind, can become an arbitrator. This person can be someone with a legal background like judge, advocate or someone who does not belong to law entirely like chartered accountant, maritime expert, engineer or a businessman.

In India, Arbitration has been gaining momentum since the past decade, especially in commercial litigation. Arbitrators like retired CJIs have passed awards in various arbitral matters. In such a situation, the competency of AI will obviously be put under a skeptic lenses. AI being competent enough to take over arbitrators is not only going to put many out of their profession but also undermine the authority of a highly reputed jurist and, or, legal professional.

HENCE, the question substitution of arbitrators with AI is a very crucial first pillar of this fiasco. There are 3 essentials that play a grave role in determining the above question:

- a. Language and interpretation of law
- b. Programming and database of AI
- c. Precedents set by International Courts.

A. Language and interpretation of the law:

AI has already shattered the glass wall into the legal field. Language of a statute and its interpretation plays a massive role in determination of justice and arbitral award. International Arbitration has experienced its fair share of ambiguity when it comes to language of law pertaining to arbitrators being humans specifically.

*“Convention on Recognition and Enforcement of Arbitral Awards”*⁹ has been silent in its definition of *“arbitrators”*.¹⁰ As the Convention was signed and ratified before the intervention of Web 2.0 and AI, *“arbitrators”* are assumed and hence interpreted as human.

⁹ United Nations Commission on International Trade Law, http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html

¹⁰ Convention on Recognition and Enforcement of Arbitral Awards 1958, Article I (2) and Article V (1) (b) (USA).

In domestic laws of many nations, a natural person is preferred over a legal person as an arbitrator.¹¹ For that matter, Dutch Code of Civil Procedure under Article 1023 explicitly mentions the appointment of a natural person as an arbitrator.¹² The same has been observed under Article 1450 of Code of Civil Procedure of France¹³ and under and Portuguese Voluntary Arbitration Law.¹⁴

When it comes to international arbitration and laws with respect to it, the language of the law does not affirm or deny the appoint of natural persons as arbitrators, expressly, though the interpretation and procedure of appointment is such that it can only be fulfilled by the former. A small example to explain this can be observed in the laws of Vietnam¹⁵, Indonesia¹⁶, North Korea¹⁷ and China¹⁸. These countries have provided “*year and certain level of experience*” as an essential condition to be appointed as an arbitrator.

The gravest drawback in strengthening the international arbitration laws is that it hasn't defined *natural person* and hence the existence of the former is based on assumption. In such a case, appointment of an AI as an arbitrator is arguably easy.¹⁹ Though, if the parties to the dispute have consented to appoint an AI as an arbitrator, it cannot be superseded by any law on the mere basis of language and interpretation.

B. Programming and Database of AI:

There have been instances and examples where software has been used in law on a daily basis. Intervention of AI can seem like a huge step but in reality it is a mixture of many small steps that have now taken an evolutionary turn.

¹¹Hope, J. (2019) *Can a Robot Be an Arbitrator?* STOCKHOLM ARBITRATION YEARBOOK 103, 111

¹² Dutch Civil Law, <http://www.dutchcivillaw.com/civilprocedureleg.htm>

¹³French Code Of Civil Procedure in English (2019)

¹⁴ Portuguese Arbitration Association, The Portuguese Voluntary Arbitration Law, <https://arbitragem.pt/en/apa/projects-legislation>.

¹⁵The Law on Commercial Arbitration <https://eira.energycharter.org/component/attachments/attachments.html?id=5527&task=download>

¹⁶ Arbitration and Alternative Dispute Resolution Act [http://www.flevin.com/id/lgsso/translations/Laws/Law%20No.%2030%20of%201999%20on%20Arbitration%20and%20Alternative%20Dispute%20Resolution%20\(no%20elucidation\).pdf](http://www.flevin.com/id/lgsso/translations/Laws/Law%20No.%2030%20of%201999%20on%20Arbitration%20and%20Alternative%20Dispute%20Resolution%20(no%20elucidation).pdf)

¹⁷ The Law on External Economic Arbitration <https://www.international-arbitration-attorney.com/wp-content/uploads/2013/07/North-Korea-Arbitration-Law.pdf>

¹⁸Zhonghua Renmin Gongheguozhongcaifa <http://www.cmac.org.cn/wp-content/uploads/2018/08/Arbitration-Law-of-the-Peoples-Republic-of-China-2017-Amendment.pdf>

¹⁹Moses, L.B., *Recurring Dilemmas: The Law's Race to Keep up with Technological Change*. U. ILL. J.L. TECH. & POL'Y 239, 250-54, (2007)

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SmartSettle is one such software. It is a small cause claim software which generates numerical issue with respect to two-party negotiation and payment plan.²⁰ Then comes **AdjustWinner**. This software ensures division and distribution of goods amongst the disputing parties in a fair and just manner.²¹ The paradigm shift was brought by **Mondria**- the online dispute resolution software of e-bay.²² Mondria settles customer disputes regarding rules and regulation of e-bay virtually.

Software such as mentioned above have been proved effective as a case management instrument. The outcome of assistance of AI and software has been witnessed by the world in the form of **ROSS**. IBM's data processing AI, ROSS, is world's first AI attorney that has already assisted approximately 50 human lawyers in cases with respect to bankruptcy.

C. Precedents of International Courts

a. U.S. Supreme Court

A study by Katz in 2017 prepared a model which aimed to predict and analyze the legal decisions of the US Supreme Court's decisions between 1816 and 2015, which comprised of 28,009 cases. This work stands out because it employs a significant amount of training data and powerful machine learning technologies, in contrast to other studies that used far less data.²³

A model was assembled by selecting several sets of input data, such as case history and content²⁴, the Circuit Court of Appeals from which the appeal originated²⁵, the time of oral argument and the chronology of the case itself²⁶, and the voting patterns of the individual Justices involved.

An initial subset of the dataset was used for training, and then the algorithm was applied to the rest of the dataset to answer two questions: 2) How each individual Justice voted on the question of whether or not to uphold the Court's decision. When compared to similar models, this one performed exceptionally well, correctly predicting 70.2% of Supreme Court rulings and 71.9% of Justices' votes. A number of issues with the U.S. Supreme Court study remain

²⁰ Smartsettle, <https://www.smartsettle.com/about-us/vision-speech/>

²¹ Adjusted Winner NYU EDU, <http://www.nyu.edu/projects/adjustedwinner/>

²² Mondria, <http://mondria.com/>

²³ Sivaranjani et al.,

²⁴ Katz et al.,

²⁵ *Id.*

²⁶ *Id.*

unanswered, and it is unclear how widely this research may be applied to arbitration despite its obvious effectiveness. As Scherer pointed out in a recent piece on the subject, first, it is unclear if the model can be effectively adapted to lower court rulings given that these courts are tasked with resolving disputes rather than serving as an appeal body. This is due to the fact that few variables in the training data really pertain to the substance of the disagreement, as opposed to, say, the background or timeline of the case or the behaviour of the Justices. In addition, the research was conducted only on instances when the Supreme Court of the United States has reviewed lower court rulings. Therefore, it does not use instances in which the Court has original jurisdiction as part of its training data.

This is so because Court's judgement might lead to a nuanced conclusion that does not reduce to a simple yes/no answer as to whether the lower court's decision is overturned or upheld.

However, unlike appellate courts, arbitral tribunals are charged with settling disputes rather than reviewing the judgement of a higher court or panel. In addition, the issues of fact and law at stake in international arbitration conflicts can be extensive and difficult to reduce to a simple yes/no framework. As a result, whether or not an AI model can predict a case conclusion when the data are very complicated and not readily translated to a binary categorization is still up in the air. Second, the model did not just learn from variables connected to the internal substance of the cases and the real court documents, but also from features linked to the political leanings of the Justices.

In the United States, judicial nominations are sometimes very politicised, and judges' party leanings can influence their rulings. In other parts of the world, however, the selection of judges is not often based on politics. The study's overarching objective to develop a generic model looks to be unrealistic due to this limitation. As for arbitration, one may contend that the political leanings of arbitrators matter more in the case of investment arbitration. Arbitration in international business transactions, on the other hand, is more fact-based.

For this reason, the primary aspects of the mentioned research model, which have to do with the political leanings of judges, may not be as relevant in international arbitration.

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b. European Court of Human Rights

In a highly regarded study, the researchers used precedent cases to train machine learning algorithms on three articles of the European Convention on Human Rights- prohibition on torture under Article 3, protection of the right to a fair trial under Article 6, and protection of the right to respect for private and family life under Article 8.

The most striking aspect of this research is that, in contrast to a study of the United States Supreme Court, neither contextual or temporal factors or the political leanings of the Justices were factored into the model. The researchers noted that the language taken from the decisions' procedural, factual, and legal portions (but not the operative provisions), where the Court announces its conclusion, was utilised for the study. After training, the model made predictions utilising the entire text that were accurate 79% of the time. Researchers also found that getting an accuracy of 73% by focusing exclusively on the details of the events was possible.

This study has a high success rate; however, it has some major flaws. To begin, the researchers only had access to the verdicts themselves and no other paperwork associated with the cases. In this case, the prediction tasks relied solely on the language of the published rulings, rather not the petitions or briefs filed with the Court.²⁷ Without access to the component of the decision that provides the court's legal reasoning, the parties have no way of knowing what the judge will rule on in advance of the trial.

So, the model transformed one conclusion into another, and one judgement into still another. A judgment's applications, briefs, and other key elements are not reassembled to create a new whole. This leads to critical concerns regarding the model's usefulness for preemptively predicting the results of decisions. Secondly, the study's evaluations were predetermined to support the conclusion. Because of this, it is difficult to forecast outcomes in advance based on the judgement texts alone. Furthermore, the term "legal reasoning" pretty much says it all. Information gleaned from the law section often includes the judges' justifications for finding a violation or finding no violation, and on rare occasions, the verdict itself. For example, take the following text drawn from the case of *Velcheva v. Bulgaria*, one of the examples listed in the study, as a result, "Article 61 of the Convention has been violated".

²⁷Aletras et al.

It is unclear from the report if researchers deliberately removed such phrases from the analysis, although it appears that they did not.²⁸ No lawyer is needed to determine whether or if this remark is a breach of Article 6 of the European Convention on Human Rights, which guarantees the right to a fair trial.²⁹ When all the arguments and conversations are written into the verdict itself, it will become clear whether or not there was a breach. Therefore, it is dubious to use such potentially biased data for ex post facto prediction.

Lastly, the model relied on the Court's description of the facts rather than the parties' own descriptions of the facts, which is problematic for ex-ante result prediction. Researchers acknowledge this caveat by noting that the ECtHR's fact compositions might be altered to get a desired result, but they still draw the conclusion that the case's facts are the most predictive factor.

This perspective is also endorsed by Morison and Harkens, who said the facts are not in question at this level because the ECtHR is as an appeals court, and therefore make no issue to this.

Meanwhile, Pasquale and Cashwell joke that the study's approach is similar to "predicting" the nature of a cuisine based on its nutritional profile. While it might be claimed that the ECtHR is bound by the findings of fact made in the domestic courts.³⁰

For the time being, at least, a model can only use data from previously solved problems to anticipate the results of new decisions.

The actual prizes and their internal content are thus still significant for predictive purposes until a "complete" model is constructed and a database for it is produced. In contrast, the researchers found that the content parts of the ECHR judgements were clearly divided, facilitating uniformity and therefore enabling text-based analysis.

Although international arbitral judgments are more thorough than domestic awards, it is not always obvious what constitutes a reasoned award or how to prepare one in the context of international commercial arbitration. If an arbitral award's textual content were to form the basis of a model, there would be difficulties in separating factual results from legal conclusions. The technique adopted by civil law and common law courts when making

²⁸ Aletras et al., supra note 26.

²⁹ Velcheva v. Bulgaria, App. No. 35355/08, para. 40.

³⁰ Garcia Ruiz v. Spain, 1999-I EUR. CT. H.R. 87 (1999)

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awards is different, which is another connected difficulty. The former uses a "instances-to-principles" line of thinking, whereas the later uses "principles-to-instances"

Even though a judgement is clearly split into various subject portions, the nature of the material may nevertheless vary depending on whether the arbitrator was educated in a civil or common law country. Finally, the ECHR study's data originated from a court of last resort, or apex court, just like the U.S. Supreme Court study's data did. However, unlike judicial review, international commercial arbitration is fact-based and seeks to resolve conflicts on their merits rather than relying on precedent. When a case cannot be simply reduced to a binary categorization (violation/no violation, affirm/reverse, etc.), it raises the question of whether an AI model can accurately anticipate the conclusion.

III. ISSUES PERTAINING TO TAKE OVER BY AI TAKES OVER

1. Amendments in Major Sets of International Arbitration Rules

The International Chamber of Commerce (ICC), American Arbitration Association (AAA) and London Court of International Arbitration (LCIA), have their own set of international arbitration rules. Specialized entities like as WIPO are increasingly joining them in developing sector-specific arbitration systems. Due to these extensive alterations, international business arbitration is anticipated to become more widely utilised. It is crucial to evaluate the various arbitral regimes and how the new regimes will affect the uniformity and predictability of resolution of commercial international disputes.³¹

The rules regulating administered arbitrations are changing the most, as these are the arbitrations that will be managed or supervised by an institution to varying degrees. In contrast, ad hoc arbitration is conducted by the parties.

The parties to ad hoc arbitration may opt for a preexisting set of rules, such as the UNCITRAL Model Rules. Institutional arbitration rules, such as those of the ICC, the AAA, and the LCIA, can have an impact beyond the arbitrations they directly oversee since ad hoc arbitrations might adopt them as their own. Moreover, they are invaluable resources for both arbitral institutions and private parties as they craft their own arbitration terms in contracts.

³¹ Gwyn, A.H. and Benjamin O. Tayloe, Jr. *Comparison of the Major International Arbitration Rules*. 19 CONSTRUCTION LAW 23, (1999)

The modifications that have been made to ICC, AAA, and LCIA are minor practical adjustments to operating regulations. When placed in perspective, however, these shifts reveal the consequences of the worldwide expansion of trade. International arbitration legislation is being adopted by several nations in favour of older, more general laws that were only drafted to cover domestic disputes."³²

2. Choice of Law Clause

The first contentious issue, which has long plagued American law and practice, is the question of how to determine the applicable law in international arbitration agreements. A choice of law provision is common in arbitration agreements involving foreign parties.

Recent trends in international arbitration practice highlight the need to include a choice of law clause to clearly identify the applicable law for the entirety of the parties' contract. However, court intervention may be required to resolve the pre-arbitration issue where the parties' interpretation of this arbitration agreement differs. For the most part, a court will defer to the parties' choice of law to regulate a contract. Commercial arbitration law continues to face challenges and uncertainty in the area of proper execution of parties' stated choice of law agreements in U.S. courts.

US Supreme Court devised a method in "*Mastrobuono v. Shearson Lehman Hutton*"³³ that maintains the parties' autonomy in deciding whether to integrate particular rules of arbitration via the stated choice of law provision. The standard applied by the court is whether or not this option can be projected impartially from the text of the agreement. The correct application of a choice of law provision can, hence, be determined by using these objective criteria. Pre-Mastrobuono precedent held that, while the law of the contracting parties' domiciled nation would govern issues of arbitrability and validity of the arbitration agreement, the national law (i.e., the *lex fori*) would govern issues of content.

As a result, allegations of non-arbitrability regarding public policy were rejected under U.S. law, as contained in the Federal Arbitration Act (FAA).³⁴ Let's say, for the sake of argument, that a certain contract has both, arbitration clause and a choice of law clause, that are both

³² Christopher R. Drahozal *Commercial Norms, Commercial Codes, and International Commercial Arbitration*, 33 VAND. J. TRANSNAT'L. 79, 120, (2000).

³³ *Mastrobuono v. Shearson Lehman Hutton* 514 U.S. 52 (1995).

³⁴ Federal Arbitration Act, 9 U.S.C. §§ 1-16, 201-10,301-07 (2001) (USA).

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extremely broad in scope. During the course of a dispute, the argument may develop that some topics at stake are not amenable to arbitration under the selected legislation. The precedent, which relied on the separability concept, required the arbitration clause as a standalone agreement. This arbitration provision shall be deemed to be obligatory and hence enforceable with the Federal Arbitration Act. The arbitrator, not a judge, would hear the parties' arguments about whether or not a certain issue is subject to arbitration.

With its judgement in “*Volt Information Sciences, Inc. v. Board of Trustees in 1989*”³⁵, however, the Supreme Court of the United States refocused its attention on the arbitration agreement's voluntary nature. Instead of the separability theory being the focus of analysis, the idea of party autonomy emerged as the most important concept. The autonomy of the parties allowed them to agree on a body of legislation that would preclude the arbitration of some disputes on public policy grounds. If that legislation was used as the basis for the arbitration clause's choice of law, it would be more likely that a court would find the issue to be non-arbitrable and thereby prevent it from going to arbitration. Both the courts and the academic community were harsh in their assessment of Volt.

This seemed to downplay the importance of government policy encouraging arbitration of conflicts and posed a danger to the efficacy and credibility of generally acknowledged dispute resolution methods in cross-border business dealings.

To mitigate Volt's impact, some judges have argued that a clear indication that an ousting of federal law was intended should be included in the choice of law clause. The disputes with respect to claims being punitive damages can be taken to arbitration. For instance, New York law appears to permit punitive damages in court lawsuits but not in arbitration verdicts. Imagine a contract that specifies New York law and provides for mandatory arbitration. Punitive damages: may they be given by an arbitrator? Some courts have given that answer based on Volt, reasoning that New York law must be followed. Still others argued that federal law should be applicable as the choice of law clause only talks about substantive law of contract while excluding its arbitrability. United States Supreme Court revisited the question in *Mastrobuono*, aiming to find common ground linking the theory of party autonomy and the separability doctrine. While the intentions of the contracting parties are still relevant, the arbitration provision must be analysed independently according to the

³⁵ *Volt Information Sciences, Inc. v. Board of Trustees* 489 U.S. 468 (1989).

separability concept. In the absence of a mutual agreement by the parties to waive punitive damages, the matter must be sent to arbitration.

IV. AUTHOR'S PERSPECTIVE

AI Arbitrators sounds like an intermingling between Metaverse and ChatGPT. As much as we all want them to assist us and ease our lives, we are well aware of the shortfalls and authenticity.

After the research analysis above, few pointers that can be narrowed down are:

1. As far as the language of prevalent law is concerned, AI can be appointed as an Arbitrator. This is possible due to three very simple yet challenging facts:
 - a. Firstly, the definition of “arbitrators” as per various legal literature does not limit itself. In simpler terms, the definition has a very broad sense of interpretation, which entails and leads to inclusion rather than being exclusive.
 - b. Secondly, the definition of arbitration contains “natural person”. Now as a premise, the definition of natural person should have been mentioned in order to determine the walls and boundaries of the words. In the present case, as there exists no definition of natural person internationally, in the sense of arbitration, the inclusion of AI as an arbitrator is fairly easy, which in turn leads to exploitation of the resources currently prevalent in society. In order to limit unnecessary exploitation of legal statute and literature, the premise of a word has to be interpreted in such a way that it does not lead to exploitation of law at the hands of a third party. In the present case, such situation is not possible for a simple reason that there are no defining boundaries.
 - c. Lastly, in the due course of interpretation of language of law, the programming language used and database present also plays a crucial role, in a sense that it provides for a set of precedents in an uncharted territory with reference to AI and law. The same goes for precedents present in law in form of judgements, which act as documentation of resources in matters which are highly debatable yet not properly documented.
2. International rules pertaining to arbitration have suffered gravely due to the ambiguity in respect of choice of law. This issue is only going to intensify when AI comes into play.
3. AI can act as arbitrator provided none of the party contest it. But should AI act as arbitrator is the question of the hour. Throughout various literature and the work presented herein, it is

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clear as glass that AI will be a beneficial and paradigm shift in the course of arbitration but the same literature and work also foresees the disruption in law brought by artificial intelligence.

- a. Law, especially arbitration, is a field which required emotional quotient to negotiate, arbitrate and understand the legal semantics of a situation. Without emotional intelligence, advocates and lawyers are battery operated robots with profit earning as the only goal. Such is the situation if arbitrators are replaced. Emotional intelligence, that is EQ, of an advocate is challenged and tested at every stage of proceedings and due to which, the no proceeding is black and white.
- b. Recently, a Washington Times post declared that constant running and usage of data for ChatGPT has resulted in a money losing model. Such thing will repeat itself on a constant as using an AI as arbitrator is not going to be a cheap or easy investment. This in return will hamper the middle-class structure gravely because with rise in cost of production and maintenance of an AI, the cost to access such facilities will also be influenced creating an unprecedented, invisible yet highly predictable discrimination amongst member of the society, challenging their right to equality. Law as a field has to sustain each individual in society. This will be completely altered.

V. CONCLUSION

What AI in arbitration brings to the table is increase in participant's access to information about the probability of claims succeeding, the best strategies employed in arbitral processes to increase success rates, unbiased arbitral panel selection procedure, and other significant issues at a lower cost. Despite the difficulties discussed in the preceding section. As a result, the following are some potential solutions to the problems that AI faces when used in arbitration.

Both the arbitrators and the attorneys in the arbitration process should always keep in mind that keeping client confidences secure is an integral aspect of providing professional representation. One strategy to address the issue of bias in AI algorithms is to increase attention paid to the data used to train machine learning systems, which can help prevent the development of biased AI systems. In addition, nonbiased results require diversity in the machine learning community to identify and correct instances of bias in AI.

Confidentiality in arbitration and ever-evolving nature of AI fall short in generating accurate outcomes backed by sufficient information. Even-though it hasn't been completely implemented yet, AI can prove to be of good use in the domain of arbitration, where it has already shown its mettle in the form of superior performance on jobs requiring analytical processing.

The arbitration sector is one area where AI has opened the floodgates to change. The potential benefits of AI greatly outweigh its drawbacks. The issue of where to draw the line of involvement is a persistent one. The ideals of arbitration would be undermined if AI were given entire control of the arbitration process. However, if AI is entirely debunked, cases will continue to be stalled because the courts will be made to look like they are too busy. Therefore, a middle ground must be taken in order to enjoy the benefits of technology while yet upholding the norms of arbitration.

Arbitrators can employ AI to help them in their work. Using Weak AI to streamline processes may help get disagreements settled more quickly. In the context of arbitration, AI might manage the admission of claims, collecting of arguments, thorough investigation into history of conflicts, and potential arbitration verdict based on precedents and accessible data. Conversely, human mediators can handle complex communication issues. AI can help in choosing qualified arbitrators.

New York Dispute Resolution Journal states that “**heavy amounts of material may be summarised by simple classification and grouping methods**”, by arbitration and hence making it a better dispute resolution process as compared to litigation in terms of cost and time. With the aid of AI technologies, the award may be drafted with ease by simply inserting important snippets of facts, common and contested viewpoints of the parties, and procedural history. An approach somewhere in the centre, one that embraces diversity and inclusion, may be very useful for the legal profession. Arbitration might benefit from the use of AI, but it should not be permitted to handle all cases on its own.