



ARBITRATION RULES

For Arco Dispute Resolution
Private Limited



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PART 1

INTRODUCTORY PROVISIONS

- This document mentions the arbitration rules (“Rules”) that shall be used during the process of arbitration conducted through Arco Dispute Resolution Private Limited (“Arbitration Institution”).
- These rules are consistent with the Arbitration and Conciliation Act, 1996 and relevant rules made thereunder.
- Arbitration Institution shall be immediately informed in case any inconsistency is found in the Rules.

ARTICLE I

SCOPE AND EXTENT OF APPLICATION

- 1.1. Where the parties have agreed in writing that the dispute in relation to any matter, except those matters which are non-arbitral in India, owing to the law in force not permitting the same, arising between two parties in India shall be referred to Arco Dispute Resolution Private Limited (“Arbitration Institution”) for arbitration, then the parties shall be deemed to have agreed that the dispute shall be settled in conformity with the Rules or such amended rules as to Arbitration Institution may have adopted from time to time. The reference to these arbitration rules of Arbitration Institution is given in the respective arbitration agreement or arbitration clause.
- 1.2. Moreover if any of the Rules of Arbitration Institution are inconsistent or in conflict with the provision of law applicable to the arbitration from which the parties cannot derogate then the provision of law shall prevail.

ARTICLE II

DEFINITIONS

Sr. No.	Terms	Definition and Meanings
1.	Act	Arbitration and Conciliation Act 1996, Arbitration and Conciliation (Amendment) Act 2015, Arbitration and Conciliation (Amendment) Act, 2019, Arbitration and Conciliation (Amendment) Act, 2021
2.	Advocate	Legal Practitioner, Lawyer, Advocate, Barrister is a person authorized to appear in a litigation on behalf of a party and who possess a law degree, enrolled with the Bar Council in accordance to the prescriptions laid by the Advocates Act, 1961
3.	Arbitration	Arbitration administered by ArCo Dispute Resolution Private Limited (“Arbitration Institution”).

4.	Arbitrator	Sole arbitrator or 3 (three) or more arbitrators appointed for settling the dispute between the parties and also includes emergency arbitrator.
5.	Arbitration Agreement	An agreement entered into by the parties to submit to arbitration through Arbitration Institution for all or certain disputes which may arise between them by virtue of a defined legal relationship.
6.	Arbitration Institution	Means and includes a Arco Dispute Resolution Private Limited's ADR-Alternate Dispute Resolution, ODR-Online Dispute Resolution, and EDR- External Dispute Resolution
7.	Arbitration Rules/Rules	Means rules of arbitration of the Arco Dispute Resolution Council.
8.	Arbitral award	Means and includes Final Award, Interim Award, Partial Award, Additional award and Award of Emergency Arbitrator
9.	Arbitral Tribunal	Means sole arbitrator or more number of arbitrators, including any arbitral tribunal formed under these Rules.
10.	Claimant	Means and includes one or more claimant
11.	Claim	Includes claim or claims arising between one party and any other party.
12.	Council	Means Arco Dispute Resolution Council
13.	Code of conduct	Means any code of conduct prescribed under these Rules for the parties and the arbitrators
14.	Fast Track Arbitration	Means arbitration in accordance with Article XXX of these Rules.
15.	Registrar	Registrar appointed by Arco Dispute Resolution Private Limited
16.	Remote Hearing	Means commencement of arbitral proceedings through an electronic communication platform which shall include Jupitice Technologies, MS Teams, Zoom, Google Meet and any other online mode as Arbitration Institution deems fit.
17.	Respondent	Means one or more respondent.

ARTICLE III

ARBITRATION CLAUSE

- 3.1. The parties who wish to avail the services of Arbitration Institution can use the provisions of sub-rule 3.3 in any of their documents with another party, at the execution stage, in order to resolve any future dispute through Arbitration Institution.
- 3.2. Any party who has executed a document containing the provision of sub-rule 3.3 shall also be bound by these Rules.

3.3. *"In case of any dispute, difference or controversy arising out of or in connection with this agreement/ contract, Parties may attempt to resolve it amicably by negotiating at Arco Dispute Resolution Private Limited ('Arbitration Institution') and in case of failure to resolve the dispute or difference shall refer the same to conciliation at Arbitration Institution and in accordance with its then current procedural rules. If the conciliation is abandoned by the conciliator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to and determined by arbitration at Arbitration Institution in accordance with its Arbitration Rules. The Parties can initiate and conduct the processes of negotiation, conciliation and arbitration through online Request/Application to the Arbitration Institution through online mode via Jupitice ODR/ Zoom/ Google Meet platform."*

3.4. It is to be noted that the provisions of the above sub-rule are indicative in nature and might not always be used verbatim.

ARTICLE IV

WRITTEN COMMUNICATION AND TIME LIMITS

4.1. By the virtue of Section 3 the Act and the Rules of Arbitration Institution, any notice communication, pleadings or proposals shall be provided in writing i.e. written communication. Any of the written communication is presumed to have been received if it has been delivered to the addressee personally or by the registered post or courier service, or transmitted by any form of electronic communication including email or delivered by any other mode which provide a track record of its delivery or transmission or in any other mode as may arbitral tribunal or Arbitration Institution deems fit at his (a) business premises, (b) habitual residence or (c) mailing address. And if none of the places mentioned above can be found after reasonable search, a written communication is deemed to have been received if it is sent to the addressee the last known place (a) business premises,(b) habitual residence or (c) mailing address by registered letter or by any other means whose track record could be obtained.

4.2. For the purpose of these Rules the written communication is deemed to have been received on the day it was so transmitted in case of electronic communication (in accordance with the country and the time zone of the recipient.)

4.3. Once the arbitral tribunal is composed in accordance with Part – 3 of these Rules, the copy of the written communication in any and all forms received by arbitral tribunal shall be delivered to each arbitrator, all the other parties and the registrar.

4.4. For the purpose of determining any period of time under these Rules the period shall begin on the day after a written communication have deemed to be received in accordance with sub-rule 4.1 and 4.2. The time period begins on the first succeeding business day if such day is a non-business day in the place of the recipient as defined by sub-rule 4.1. If the last business day of the term falls on a non-business day at the location of the recipient the period is prolonged until the next business day. The non-business days that occur during the period of time are taken into account when determining the time frame.

4.5. The Registrar or any authorised person can extend or shorten the time frame prescribed under these Rules at its own discretion.

ARTICLE V

INTERPRETATION OF RULES

5.1. The judgment of Arbitration Institution on any question concerning the interpretation of these rules on any procedure matter arising there from shall be final and binding on the parties.

ARTICLE VI

CONFIDENTIALITY

6.1. All matters relevant to the proceedings and the Award must be treated as confidential by the parties and the Tribunal at all times. The Tribunal's deliberations will be treated with confidentiality.

6.2. The term "*All matters relevant to the proceedings*" in these Rules refers to the existence of the proceedings, as well as the pleadings, evidence, and other materials in the arbitration proceedings, as well as all other documents produced by a party in the proceedings or the Award arising from the proceedings, but it does not include any matter that is otherwise in the public domain.

6.3. If any party violates the terms of this rule, the Tribunal has the authority to take appropriate action, including issuing an order or award for sanctions or costs.

*****End of Part - I*****

PART-2

INITIATION OF ARBITRATION

ARTICLE VII

REQUEST FOR ARBITRATION

- 7.1. Any party intending to initiate arbitration (the "Claimant") must file a written notice as per sub-rule 7.3 with the Registrar of Arbitration Institution, which is called a "Request for Arbitration". Then the Registrar shall remit the given notice to the party against whom the arbitration is to be initiated (the "Respondent") and any other parties to the dispute as it deems fit.
- 7.2. The Registrar's receipt of the entire Request for Arbitration (also, "Request") shall be deemed to be the date of the arbitration's commencement. For the clarification of doubt, the Request for Arbitration is considered complete when all of the requirements of information mentioned in sub-rule 7.3 are met or when the Registrar determines that such requirements have been met in a substantial manner. The parties will be notified of the arbitration's start date by the Registrar.
- 7.3. The notice of request or Request for Arbitration must include or be supplemented by:
 - a) a detailed information pertaining to the name, address and other contact details which shall also include email, phone /mobile number of each of the parties, and details of legal representatives (if any) of the parties to the dispute;
 - b) original or legally attested copies of the arbitration agreement or the whole arbitration clause that has been invoked;
 - c) a statement to the agreement(s), contract(s) or other instrument(s) arising out of or in relation to the dispute;
 - d) a brief statement comprising details regarding nature and scope the dispute, as well as the Claimant's claims against the Respondent(s), including the relief sought, as well as the sum of any quantified claims and, to the possible extent, an estimate of the monetary worth of any other claims;
 - e) confirmation that copies of the Request for Arbitration and any documents have been or are being served simultaneously on all other parties, specifying the mode of service used and the date of service, to be accompanied by documentary proof (as the registrar deems fit) of actual delivery at the time of service or as soon as possible thereafter (including the date of delivery);
 - f) all relevant details and any comments or submissions relating to the number of arbitrators and their selection in accordance with these Rules, as well as any nomination of an arbitrator required thereby; and
 - g) all relevant particulars and any comments or submissions relating to the location of the arbitration, the applicable rules of law, and the arbitration language,
 - h) the claimant may include any additional papers or information with the request that it deems necessary or that would aid in the efficient resolution of the dispute.
 - i) The Statement of Claim referred to under these Rules may be included in the Request for Arbitration as well.

- 7.4. In addition to the Request for Arbitration, the Claimant must pay the appropriate filing fee as specified in the Arbitration Institution's Arbitration Fee Schedule in effect on the date of submitting the Request for Arbitration.
- 7.5. If the filing fee is not paid when the Request for Arbitration is filed, Registrar of the Arbitration Institution will establish a deadline for the Claimant to pay the charge. If the fee is not paid within this time frame, the Request for Arbitration will be dismissed by Arbitration Institution.

ARTICLE VIII

RESPONSE TO THE REQUEST OF ARBITRATION

- 8.1. Registrar shall send a copy of Request of Arbitration to the Respondent(s). The Respondent then must file a response within 10 (Ten) days of receiving the Request from the Registrar, which must include the following information:
 - a) a detailed information pertaining to the name, address and other contact details which shall also include email, phone /mobile number of each of the parties, and details of legal representatives (if any) of the parties to the dispute,
 - b) a brief statement comprising details regarding nature and scope of the dispute, as well as the respondent's defence to the claims, including the relief sought, as well as the sum of any quantified claims and, to the possible extent, an estimate of the monetary worth of any other counterclaims,
 - c) a affirmation or denial to all or part of the claims, including the Claimant's invocation on the arbitration agreement;
 - d) all relevant details and any comments or submissions relating to the number of arbitrators and their selection in accordance with these rules, as well as any nomination of an arbitrator required thereby; and
 - e) all relevant particulars and any comments or submissions relating to the location of the arbitration, the applicable rules of law, and the arbitration language.
 - f) The Statement of Defence and Counterclaim referred to under these Rules may be included in the response to the Request for Arbitration as well.
- 8.2. In addition to the Response to the Request, the Respondent must pay the appropriate filing fee as specified in the Arbitration Institution's Arbitration Fee Schedule in effect on the date of submitting the response to the Request for Arbitration.

ARTICLE IX

SEAT AND VENUE OF ARBITRATION

- 9.1. The arbitral seat may be the one as agreed upon by the parties. Unless the Tribunal determines, in light of all the circumstances of the case, that another seat is more appropriate, the seat of

arbitration for domestic arbitration shall be the place where the agreement was executed in India. The award shall be deemed to have been made at the arbitrator's seat.

- 9.2. Any or all hearings, meetings, and discussions may be held by the Tribunal in any manner it deems appropriate or expedient, and at any place it deems convenient or appropriate.
- 9.3. If the Arbitration Institution or the Tribunal determines that a physical meeting of the parties is not possible owing to a variety of factors, then the Arbitration Institution will organise a remote hearing of the parties through Jupitice ODR, Zoom, MS Teams, Google Meet, or any other video conferencing mode which will be used as the venue for the arbitration session or meeting.

*****End of Part - 2*****

PART-3

COMPOSITION OF ARBITRAL TRIBUNAL

ARTICLE X

NUMBERS OF ARBITRATORS

- 10.1 When the parties agree to these Rules, Arbitration Institution acts as the Appointing Authority and shall appoint the arbitrators.
- 10.2 According to the Section 9 of the Act, the parties to the dispute are free to determine the number of arbitrators.
- 10.3 In general, the dispute under these Rules shall be decided by a sole arbitrator unless, otherwise agreed by the parties.
- 10.4 A dispute shall be settled by 3 (three) arbitrators if the parties have agreed to do so or if Arbitration Institution, in the absence of an agreement between the parties, considers it appropriate to appoint 3 (three) arbitrators, considering the parties' intentions, the amount in issue, the complexity, or other relevant issues of the dispute.

ARTICLE XI

APPOINTMENT OF ARBITRATORS

- 11.1. Once the Request of Arbitration is made by the party and the other party has responded, then the arbitrators need to be appointed for settling the dispute, which could be as follows:
 - a) **Sole Arbitrator:** In case of the appointment of sole arbitrator, the parties to the dispute are supposed to give the names of one or more persons; among whom one shall be the sole arbitrator. But if within 10 (Ten) days after acceptance of a Request of Arbitration by all other parties for the appointment of a sole arbitrator the parties have not reached agreement thereon, a sole arbitrator shall be appointed by Arbitration Institution as soon as practically possible.
 - b) **Three Arbitrators:** In case of the appointment of 3(three) arbitrators, the parties to the dispute are supposed to give the name of one arbitrator each and then the third arbitration will be appointed by these two arbitrators. If the parties have agreed that three arbitrator are to be appointed and if within 10 (Ten) days after receipt of Request of Arbitration by all the parties for the appointment the arbitrators the parties have not reached agreement thereon, the arbitrators shall be appointed by Arbitration Institution as soon as practically possible.
- 11.2. The Notice for such appointment should be rendered to all the parties to the dispute within 24 (Twenty Four) hours of such appointment.
- 11.3. For appointing the arbitrators the Registrar shall take into account the nature of the transaction, the nature and circumstances of the dispute, the country, location, and languages of the parties, and the number of parties when choosing an arbitrator under these Rules.

- 11.4. In addition, any qualifications needed of the arbitrator by the parties' agreement will be taken into account, as well as any other factors that are likely to result in the appointment of an independent and impartial arbitrator suitable for the arbitration.
- 11.5. The Registrar must also assess whether the arbitrator has enough time, availability, and ability to conduct the case in a timely and efficient way consistent with the arbitration.

ARTICLE XII

EMERGENCY ARBITRATORS

- 12.1 Any party may apply to the Registrar in writing for emergency interim relief prior to the Tribunal's formation in circumstances of extreme urgency. Along with all relevant papers, the application must include and be accompanied by;
 - a) A brief description of the nature and circumstances of the relief requested, as well as the precise reasons why such relief is necessary on an emergency basis;
 - b) The reasons why the party is entitled to such relief;
 - c) A declaration attesting to the fact that all other parties have been notified, or an explanation of the steps taken in good faith to notify other parties; and
 - d) Confirmation that any Registrar imposed fees for proceedings instituted under these Rules has been paid as without which the application would be denied.
- 12.2. The Registrar will decide the application as fast as feasible in the circumstances, and if approved, will seek to appoint an Emergency Arbitrator within 24 (Twenty Four) hours of receipt of the application and payment of the requisite fee to the Registrar.
- 12.3. In case of an Emergency Arbitrator, a sole arbitrator will be appointed as an Emergency Arbitrator even if the arbitration agreement claims for more arbitrators.
- 12.4. The Emergency Arbitrator may conduct the procedures in whatever way it sees fit in the circumstances, taking into account the nature of the proceedings and the necessity to give all parties a reasonable opportunity to be heard. As an alternative to a traditional hearing, the Emergency Arbitrator may conduct proceedings via telephone or remote hearing or demand written pleadings.
- 12.5. The Emergency Arbitrator shall have all of the powers conferred on the Tribunal by these Rules, including the right to rule on his own jurisdiction, and shall be able to resolve any issues arising from the application of these Rules.
- 12.6. The claim for emergency relief must be decided by the Emergency Arbitrator as quickly as practicable, as but no later than 15 (Fifteen) days after the Emergency Arbitrator's appointment. The Council may only extend this deadline in extreme circumstances or if all parties to the emergency procedures agree in writing.
- 12.7. An Emergency Arbitrator's interim remedy is deemed to be an interim measure issued or awarded by a Tribunal and the parties agree to comply with any such interim measure immediately and without delay, and they also waive their rights to any form of appeal, review, or recourse to any state court in relation to any such interim measure.

ARTICLE XIII

CHALLENGE OF ARBITRATOR

- 13.1. Any person who is appointed as an arbitrator may be challenged if circumstances exist that raise reasonable doubts about the arbitrator's impartiality and/or independence, and/or if the arbitrator lacks any requisite qualification that the parties have previously agreed upon and who doesn't fulfil the norms for accreditation of arbitrators (under Section 43J of the Act) and/or if the arbitrator becomes *de jure* or *de facto* unable to perform his functions and/or is not performing them in accordance with the Rules or within the prescribed time frame.
- 13.2. A party intending to challenge an arbitrator must submit a notice of challenge to the Registrar and simultaneously to the other parties to the dispute and the challenged arbitrator as well in writing with the reason for challenge within 7 (Seven) days of receiving the challenged arbitrator's notice of appointment.
- 13.3. When one party challenges an arbitrator, the other party may agree to accept the challenge or the challenged arbitrator may also voluntarily resign from his position.
- 13.4. A substitute arbitrator will be appointed in accordance with the procedure outlined in these Rules if the opposite party accepts the challenge or the arbitrator self-resigns. The time constraints for replacing an arbitrator begin on the date the opposite party agrees to the challenge or the challenged arbitrator withdraws.
- 13.5. The Council/Registrar/Arbitration Institution will decide the challenge if the other party does not consent to the challenge within 7 (seven) days of receiving the notice of challenge and the challenged arbitrator does not withdraw voluntarily.
- 13.6. If the challenge is upheld by the Council/Registrar/Arbitration Institution, a replacement arbitrator will be appointed in accordance with the procedure for replacing arbitrators outlined in these Rules. The time constraints for replacing arbitration will begin on the date that the Registrar notifies the parties of the Council's decision.
- 13.7. If the Council/Registrar/Arbitration Institution dismisses the challenge, the arbitrator may proceed with the arbitration.
- 13.8. The Council has the authority to set the challenge costs in accordance with Arbitration Institution's administrative costs, and to direct who should bear these costs and how they should be paid. The Registrar may request deposits to cover the challenge's costs and may set a deadline for payment of such deposits, after which the challenge will be considered withdrawn.
- 13.9. The decision of the Arbitration Institution made under this Rule is final and binding on the parties.

ARTICLE XIV

REPLACEMENT OF ARBITRATOR

- 14.1. On the death or resignation of the Arbitrator or the acceptance a valid challenge, or the receipt of a written request from all parties for the Arbitrator's dismissal, the Arbitrator is replaced.
- 14.2. When the Council determines that an arbitrator is prevented *de jure* or *de facto* from performing the arbitrator's functions, or that the particular arbitrator is not performing those functions in accordance with the Rules or within the prescribed time limits, the arbitrator may be replaced on the Council's own initiative.
- 14.3. A substitute arbitrator is appointed in accordance with the rules that shall be in effect at the time of the original arbitrator's appointment, when an arbitrator is replaced for whatever reason.

ARTICLE XV

EXPEDITED FORMATION OF TRIBUNAL

- 15.1. Any party may appeal to the Council for the Tribunal to be formed more expeditiously if there is an exceptional need.
- 15.2. A copy of the Request for Arbitration or a copy of the Response must be submitted to the Registrar in writing ideally by electronic means and given to all other parties to the arbitration. The application must state the particular causes for extreme urgency that necessitates the Tribunal's establishment as soon as possible.
- 15.3. In these circumstances, the Council will make a decision on the application as soon as practicable. If the application is granted, the Council may shorten any length of time set forth in these Rules or arbitration agreement or other agreement between the parties for the purpose of constituting the Tribunal.

ARTICLE XVI

JURISDICTION

- 16.1. If the party to the dispute have any query regarding the jurisdiction of any arbitration agreement before the Tribunal is established, or to the Arbitration Institution's competence to administer arbitration, the Registrar will remit the matter to the Council. The Council will decide if it is *prima facie* satisfied that a genuine arbitration agreement under the Rules exists or not if the Registrar so determines. If the Council is not satisfied, the proceedings will be discontinued. Any decision made by the Registrar or the Council has no bearing on the Tribunal's ability to rule on its own jurisdiction.
- 16.2. An allegation that the Tribunal lacks jurisdiction must be raised in the Statement of Defence or

a Statement of Defence to the Counterclaim as soon as possible. If a party fails to submit a jurisdictional objection by then, the objection is deemed waived expressly. When the topic believed to be beyond the scope of the Tribunal's jurisdiction is addressed during the

arbitration, a claim that the Tribunal is exceeding its authority may be made. In either event, if the Tribunal believes the delay is warranted, it may accept a late plea under this Rule.

ARTICLE XVII

PLEA AS TO THE JURISDICTION

- 17.1. The Tribunal shall have the authority to rule on its own jurisdiction, including any objections to the arbitration agreement's existence, termination, or legality. An arbitration agreement that is part of a contract is treated as if it were a separate agreement from the rest of the contract for this reason. The invalidity of the arbitration agreement is not *ipso jure* based on the Tribunal's finding that the contract is null and void.
- 17.2. Regardless of any pending challenge to its jurisdiction before a court, the Tribunal may continue the arbitral proceedings and make an award.
- 17.3. A party aggrieved by such an award may make an application for setting aside such an arbitral award.

*****End of Part - 3*****

PART 4

CONSOLIDATE METHOD

ARTICLE XVIII

CONSOLIDATION PROCEEDINGS

- 18.1. The Council shall have the power (but not the obligation) to consolidate 2 (two) or more pending arbitrations under these Rules at the request of a party (the "Request for Consolidation"), after discussing with the parties and any appointed arbitrators.
- 18.2. Arbitration Institution will consult with the parties and the Arbitral Tribunal before deciding whether to combine or not, taking into account:
 - a) the stage of the current arbitration;
 - b) the efficiency and expeditiousness of the proceedings; and
 - c) Any other relevant factors.
- 18.3. If Arbitration Institution decides to combine, then any arbitrator who has already been appointed may be released.

ARTICLE XIX

CON-CURRENT HEARING

- 19.1. The parties may agree to have concurrent hearings of different arbitration proceedings if:
 - a. The Arbitral Tribunals of the different arbitration proceedings are the same;
 - b. The claims made in the different arbitration proceedings arise under the same arbitration agreement; or
 - c. The relief sought arises out of the same transaction or series of transactions if the claims are made under one or more arbitration agreement.
- 19.2. The Arbitral Tribunal shall consult with the parties and Arbitration Institution before deciding whether to hold concurrent hearings or not, taking into account:
 - a. The stage of the pending arbitrations in different proceedings;
 - b. The efficiency and expeditiousness of concurrent hearings; and
 - c. Any other relevant circumstances.
- 19.3. The Council' decision for conduction of consolidated or con-current hearings will be final and binding on the parties.

ARTICLE XX

FEES

- 20.1. The Arbitration Institution may suitably adjust its Administrative Fees and the Tribunal's fees (where appropriate) after a decision to consolidate the proceedings has been made.

****End of Part-4***

PART 5

PROCEEDINGS OF ARBITRAL TRIBUNAL

ARTICLE XXI

SUBMISSION OF CASE TO ARBITRAL TRIBUNAL

- 21.1. The Arbitral Tribunal is deemed to have entered on the subject on the day that the arbitrator or all arbitrators, as the case may be, receive written notice of their appointment from the Registrar following the resolution of any objection to their appointment.
- 21.2. With a request to proceed with the arbitration, the Registrar shall send copies of all papers relating to arbitration, such as claim statements, defence statements, counter claims, reply, statements, or other documents received from the parties to the dispute to the Arbitrator/Arbitrators constituting the Arbitral Tribunal.

ARTICLE XXII

LANGUAGE

- 22.1. The Tribunal shall determine the language or languages to be used in the proceedings as soon as possible after its appointment, unless the parties agree otherwise. This decision applies to the statement of claim, the statement of defence, and any further written statements, as well as the language or languages to be used in any oral proceedings.
- 22.2. Unless the parties have agreed differently, the arbitration will begin in the language specified in the arbitration agreement. If the party has submitted any information in any other language other than determined than the party is supposed submit the translated information in the language determined by the Tribunal.
- 22.3. If no language is specified in the arbitration agreement or arbitration clause, then the language of arbitration proceedings shall be English by default or any other language deemed fit by the Tribunal.

ARTICLE XXIII

STATEMENT OF CLAIM

- 23.1. Within a time frame established by the arbitral tribunal, the Claimant must send its Statement of Claim in writing to the Respondent and each of the arbitrators.
- 23.2. The Claimant may treat its Request of Arbitration as a Statement of Claim if it also meets the conditions of the Request of Arbitration with relation to these rules. The following information must be included in the Statement of Claim:
 - a. The parties' names and contact information;
 - b. A summary of the facts that support the claim;
 - c. The points in dispute;
 - d. The relief or remedy sought;

- e. The legal grounds or arguments that support the claim.

23.3. Unless a Respondent has brought a counterclaim and wishes the arbitration to continue, if the Claimant fails to submit its Statement of Claim within the time stipulated, the Tribunal may issue an order terminating the arbitral proceedings or giving such other directions as may be appropriate.

ARTICLE XXIV

STATEMENT OF DEFENCE AND COUNTER-CLAIM

- 24.1. The Respondent must send its Statement of Defence to the Claimant and each of the Arbitrators in writing within a time frame established by the Tribunal.
- 24.2. The Respondent may choose to treat its Response to the Request of Arbitration as a Statement of Defence if it also meets the standards of these Rules.
- 24.3. If a counterclaim is filed, the Claimant must send to the Respondent a Statement of Defence to the Counterclaim setting out its full defence to the counterclaim, including, a statement of facts and legal contentions on which it relies, within a time period determined by the Tribunal at the first procedural meeting held in pursuant of these Rules.
- 24.4. If the Respondent fails to submit a Statement of Defence, or if any party fails to present its case in the manner required by the Tribunal at any point throughout the arbitration, the Tribunal may nonetheless proceed with the arbitration.

ARTICLE XXV

CHANGES AND AMENDMENTS IN STATEMENT OF CLAIM AND DEFENCE

- 25.1. A party may amend, supplement, or alter its claim, counterclaim, or other pleadings with the Tribunal's permission, unless the Tribunal deems it unsuitable to accept such amendment due to the delay in making it, prejudice to the opposing party, or other circumstances. A claim or counterclaim, on the other hand, may not be altered in such a way that the amended claim or counterclaim is outside the scope of the arbitration agreement.
- 25.2. If a party is permitted to alter its claim or defence, the Registrar may adjust the Tribunal's and Arbitration Institution's fees (as necessary).

ARTICLE XXVI

HEARINGS

- 26.1. The Tribunal shall hold a hearing for the presentation of evidence and/or oral pleadings on the merits of the dispute, including, without limitation, any issue of jurisdiction, if either party so

requests or the Tribunal so decides, unless the parties have agreed to a documents as provided in these Rules.

- 26.2. If an oral hearing is scheduled, the arbitral tribunal must notify the parties in advance of the date, time, and location of the hearing. The Tribunal may, in advance of any hearing, send a list of questions to the parties that it wants them to answer with extra care.
- 26.3. Witnesses, including expert witnesses, may be heard and cross-examined according to the arbitral tribunal's rules.
- 26.4. The Tribunal may proceed with the arbitration and make the Award based on the pleadings and evidence before it if any party to the proceedings fails to appear at a hearing without providing sufficient cause for such failure. All meetings and hearings will be held incommunicado unless the parties agree otherwise, and any recordings, transcripts, papers, or other materials used will be kept confidential.

ARTICLE XXVII

EVIDENCE

- 27.1. The burden of proof is on each party to prove the facts that could be relied upon to sustain its claim or defence.
- 27.2. The Tribunal must decide on the admissibility, relevance, materiality, and weight of any evidence, as well as whether or not rigorous evidentiary rules should be used. The Tribunal is not obligated to follow any evidence rules.
- 27.3. The Tribunal may ask the parties to provide documents, exhibits, or other evidence within a time frame determined by the arbitral tribunal at any time throughout the arbitration procedures.
- 27.4. In addition to the powers set forth in these Rules, and without prejudice to the arbitration's necessary legal rules, the Tribunal shall have the authority to:
 - a. conduct any investigations that the Tribunal deems necessary or expedient;
 - b. order the parties to make any property or item available for inspection as the Tribunal deems necessary or expedient;
 - c. order any party to produce any document in their possession, custody, or control that the Tribunal believes relevant to the matter and material to its outcome for view and copying to the Tribunal and the other parties; and
 - d. determine any legal or other privilege claims.

ARTICLE XXVIII

INTERIM OR PRELIMINARY RELIEF

- 28.1. The Emergency Arbitrator or the Tribunal may, at the request of a party, grant Interim or Preliminary Relief.

- 28.2. A party may make a request for an interim measure as described in sub-rule 28.1., along with an application for a preliminary order instructing a party not to misinterpret the interim measure's purpose, without giving notice to any other party.
- 28.3. Only if the Emergency Arbitrator or arbitral Tribunal believes that disclosing the request for the interim measure to the party against whom it is aimed would defeat the measure's objective, may the Emergency Arbitrator or arbitral Tribunal issue a preliminary order.
- 28.4. The Emergency Arbitrator or arbitral Tribunal may require the party seeking a preliminary order to furnish security in connection with the order unless the Emergency Arbitrator or arbitral Tribunal determines that doing so is improper or unnecessary. Provided further that, immediately after passing a preliminary order, the Emergency Arbitrator or arbitral Tribunal shall notify all parties of the request for an interim measure, as well as a copy of the preliminary order, if any, and all other communications between any party and the Emergency Arbitrator or arbitral Tribunal in relation thereto.
- 28.5. If an order is made pursuant to sub-rule 28.3 and 28.4, the Emergency Arbitrator or arbitral Tribunal shall offer any party facing a preliminary order the chance to state its case as soon as possible, and shall rule on any objections to the preliminary order as soon as possible.

ARTICLE XXIX

EXPEDITED FAST TRACK PROCEDURE

- 29.1. When parties have agreed in writing to have their disputes arbitrated by the Tribunal in an expedited form then the Fast-track Procedure would apply.
- 29.2. Regardless of any rules, a party may apply to Arbitration Institution in writing for the arbitral proceedings to be conducted in accordance with the Fast-track Procedure under these Rules if any of the following criteria are met:
 - a) the amount in dispute is less than INR 1,00,000 (One Lacs Only)
 - b) in any other case as may be decided by the Council/Arbitration Institution.
- 29.3. When a party applies to Arbitration Institution under sub-rule 29.2. and the Arbitration Institution determines, after considering the parties' opinions, that the arbitral proceedings should be conducted under the Fast-track Procedure, the procedure set forth in sub-rule 29.4. shall be followed.
- 29.4. The following processes apply in the event of arbitration under the expedited Fast-track Procedure:
 - a. Any time constraints set forth in these Rules may be waived by Arbitration Institution.
 - b. Unless Arbitration Institution finds differently, the case will be assigned to a Sole Arbitrator.
 - c. Unless the parties agree differently, the dispute will be settled solely on the basis of documentary evidence, with the arbitral tribunal having the authority to hold a hearing on the pleadings and documentary evidence.

d. Arbitration Institution shall decide the time for determining the award, taking into account the facts of the case but not exceeding 3 (three) months, unless Arbitration Institution extends the time for a further period of 3 (three) months under exceptional circumstances.

ARTICLE XXX

WITNESS

- 30.1. The Tribunal may require any party to provide notice of the name of witnesses, including expert witnesses, who it plans to call, the subject matter of their testimony, and its relevance to the issues, prior to any hearing.
- 30.2. At any hearing, the Tribunal has the authority to accept, refuse, or limit the appearance of witnesses to provide oral testimony.
- 30.3. The Tribunal has complete discretion over how witnesses are interrogated, and it may order that any witness' testimony be provided in writing.
- 30.4. Each of the parties, their representatives, and the Tribunal may interrogate any witness who delivers testimony in the manner that the Tribunal determines.

ARTICLE XXXII

EXPERT DETERMINATION

- 31.1. Unless the parties have agreed otherwise, the Tribunal may:
 - (a) Appoint an expert to report on specific issues following consultation with the parties; and
 - (b) Compel a party to furnish any relevant information to such expert, as well as to produce or allow access to any relevant documents, products, or property for inspection.
- 31.2. Any expert so designated is required to produce a written report to the Tribunal. The Tribunal shall provide a copy of the written report to the parties upon receipt of the report and invite the parties to submit written comments on the report.
- 31.3. Unless the parties have agreed otherwise, any such expert must participate in a hearing after delivering his written report if the Tribunal deems it necessary. The parties will have the opportunity to question him during the hearing.

ARTICLE XXXIII

CLOSING OF HEARINGS

- 32.1. The arbitral tribunal may ask the parties if they have any other evidence, witnesses to call, or comments to make, and if they don't, the sessions may be adjourned.
- 32.2. The arbitral tribunal may, if it believes it essential due to unusual circumstances, decide to reopen the hearings at any time before the decision is made, either on its own initiative or at the request of a party.

End of Part-5



PART 6

AWARDS BY ARBITRAL TRIBUNAL

ARTICLE XXXIV

SETTLEMENT

- 33.1. If the parties achieve a settlement after the arbitration begins, the arbitral tribunal shall, if the parties so wish, record the agreement in the form of an award made by consent of the parties.
- 33.2. If the parties do not require a consent award, they must notify Arbitration Institution that they have reached an agreement. Only upon full payment of the arbitration expenses will the arbitration be held completed and the arbitral tribunal be released.

ARTICLE XXXV

AWARD

- 34.1. The Tribunal may declare the proceedings concluded after consulting with the parties if it is satisfied that the parties have no more relevant and material evidence to present or pleadings to file. The Tribunal may reopen the proceedings on its own volition or at the request of a party, but only before an Award is made.
- 34.2. The Tribunal must submit all final awards to the Registrar within 30 (Thirty) days of the Tribunal declaring the proceedings concluded, unless the Registrar extends the deadline for submission (to not more than 10 (Ten) further days) of the award in exceptional circumstances, on the Tribunal's request or on the Registrar's own initiative.
- 34.3. The Registrar may, as soon as practical, advise changes to the award's form and, without impacting the Tribunal's discretion, bring the Tribunal's attention to substantive issues. The Tribunal is free to make any changes to the draft award that it sees fit (if any).
- 34.4. Unless the parties agree otherwise, the arbitral tribunal has the authority to:
 - a) award interest on any sum of money ordered to be paid by the award for the entire or part of the period between the date the cause of action arose and the date the award was realised; and
 - b) determine the rate of interest.
- 34.5. By accepting to arbitration under these Rules, the parties agree that the award will be final and binding on them from the time it is issued. The parties agree quickly and without delay carry out the award.
- 34.6. The Registrar may extend the time limits in this Rule.

ARTICLE XXXVI

CORRECTION AND ADDITIONAL AWARD

- 35.1. Within 7 (Seven) days of receiving an Award, a party may seek the Tribunal to remedy any error in computation, clerical or typographical error, or other error of a similar type in the Award by writing to the Registrar and any other party. If the Tribunal believes the request is

reasonable, it must fix the error within 10 (Ten) days of receiving it. Any corrections, whether made in the original Award or in a separate note, become part of the Award. Within 10 (Ten) days of the date of the Award, the Tribunal may correct any error on its own discretion.

35.2. A party may, within 7 (Seven) days after receiving an Award, request the Tribunal to make a Additional Award as to matters submitted in the arbitral proceedings but not addressed in the Award by writing to the Registrar and any other party. In such situations, the Tribunal may reopen the proceedings for the limited purpose of deciding a request made pursuant to this Rule, notwithstanding anything in these rules. If the Tribunal finds the request to be reasonable, it will make the additional award within 10 (Ten) days of receiving it.

35.3. The Registrar may extend the time limits in this Rule

ARTICLE XXXVII

INTERPRETATION OF THE AWARD

36.1. A party may obtain an interpretation of an Award from the Tribunal by writing to the Registrar and any other party within 7 (Seven) days of receiving the Award. If the Tribunal believes the request is reasonable, it must provide an interpretation in writing within 10 (Ten) days of receiving it. The Award will include the interpretation.

36.2. The Registrar may extend the time limits in this Rule.

ARTICLE XXXVIII

SCRUTINY OF THE AWARD

37.1. If the parties agree, Arbitration Institution will notify a Scrutiny Board consisting of one or more legal experts, and

- a) the arbitral tribunal will send the award in draft form to Arbitration Institution before signing it.
- b) Arbitration Institution shall submit the draft award to the Scrutiny Board, which may make changes to the award's form and, without impacting the arbitral tribunal's freedom of decision, may also direct the arbitral tribunal's attention to substantive issues.
- c) Within 10 (Ten) days of Arbitration Institution's submission, the Scrutiny Board will return the award with comments, which Arbitration Institution will immediately forward to the arbitral tribunal.
- d) The arbitral tribunal may accept or reject the remarks made by the parties at its discretion.

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