

ARBITRASIA COUNCIL FOR DISPUTE RESOLUTION (NATIONAL ARBITRATION) RULES 2024.

SECTION-1

Rule INTRODUCTION

1. Application and Interpretation

1.1 These rules may be called Arbitrasia Council for Dispute Resolution (National Arbitration) Rules 2024.

1.2 Where the parties to a contract have agreed in writing that disputes in relation to that contract shall be referred to arbitration under these rules, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree in writing.

1.3 Where the court directs that arbitration be conducted between the parties in accordance with these rules or where a reference to arbitration is made to ACDR by other institutions or Associations, the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules as amended from time to time.

1.4 These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

1.5 Insofar as these Rules are silent on any matter concerning the arbitral proceedings and the parties have not agreed otherwise, the arbitral tribunal shall conduct the arbitral proceedings in the manner it considers appropriate, in accordance with the general principles of these Rules.

1.6 In the event of any dispute regarding the meaning of these Rules, the Registrar or the arbitral tribunal as the case may be shall interpret them according to their purpose and in the manner most appropriate for the particular arbitration.

1.7 These Rules shall come into force with effect from 1.04.2024 and can be amended by the Arbitration Committee from time to time and all such amendments shall apply prospectively unless the parties agrees otherwise.

2.

Definitions

In these rules

2.1 “Act” means the Arbitration and Conciliation Act 1996.

2.2 “Arbitration Agreement” means any agreement in writing between parties to submit to arbitration under these (whether before or after a dispute has arisen).

2.3 "Arbitral Tribunal" or "Tribunal" means a Sole Arbitrator or a Panel of Arbitrators, and includes an Emergency Arbitrator appointed by ACDR.

2.4 “Arbitration proceedings” means the proceedings conducted by arbitral tribunal under these Rules from the date of its appointment till its termination.

2.5 "Arbitral Award" includes an interim, partial and final award and award by emergency arbitrator.

2.6 “Arbitration Committee” means the committee including any sub-committee constituted by the Governing body for the purpose of Management of Arbitrations conducted by ACDR.

2.7 “Centre” or ACDR means Arbitrasia Council for Dispute Resolutions and its branches or Regional offices.

2.8 “ Governing Body” Directors of ACDR collectively shall be referred to as Governing body.

2.9 “Registrar” means and include additional Registrar and Assistant Registrars appointed by the Governing body in consultation with Arbitration committee.

2.10 "Claimant", notwithstanding any nomenclature given to the parties in any Court proceeding between them, means the party which files the Statement of Claim first in point of time. The other party(ies) shall be referred to as "Respondent(s)". The party filing Counter- Claim(s) shall be referred as "Counter-Claimant" and the other party to the counter Claim shall be referred as “ Non-Counter Claimant”.

2.11 “Counsellor” means legal professional/Advocate attached with the Arbitral tribunal by ACDR for providing legal Assistance to the parties for complying requirement of arbitration proceedings under these rules and acting as communication facilitator between the parties and the arbitral tribunal.

2.12 “Panel of Arbitrators” means the panel of arbitrators prepared by the ACDR.

2.12 “Emergency Arbitrator” means arbitrator appointed by ACDR in accordance with these Rules.

2.13 “National Arbitration” means an arbitration proceedings relating to disputes between the parties within the Jurisdiction of India.

2.14 “Tribunal” includes a sole arbitrators and all the arbitrators where more than one arbitrator is appointed.

2.15 “Statutory Arbitration” means reference to disputes by Govt bodies, Corporations, Companies, Govt Departments, Cooperative societies, Associations where it is provided in their relevant rules that disputes shall be referred for arbitration to ACDR.

2.16 “Banking/NBFCs Arbitration” means where at least one of the parties under dispute is Bank(s)/NBFC’.

2.17 "Party(ies)" mean(s) the Claimant(s) and Respondent(s) in a dispute referred to arbitration in accordance with these Rules and shall include legal representative(s) and as the case may be, the successor-in-interest of such party.

3. Governing Body

3.1 The Governing Body will include all Directors and one or two members co-opted by them to ensure that the composition of the governing body is an odd number. The chairman of Governing body shall be elected amongst the member of Governing body.

3.2 The Governing Body shall meet atleast once in a month. The Chairman must issue the Notice of Meeting at least 7 days before the scheduled meeting. In case of urgent matters, a prior notice of 24 hours can be given. If necessary, the meeting can also be conducted online..

3.2 The Governing Body shall be the highest decision making Body of ACDR and shall take decision by majority.

3.3 The Governing Body shall be the appellate authority for disciplinary action taken against the employees of ACDR

4. Arbitration Committee

4.1 The Governing Body of the Council shall constitute an Arbitration Committee for performing the functions prescribed under these Rules. The Committee shall consist of three eminent persons having experience in the filed of arbitration who shall be appointed by Governing body. The Committee shall hold office for two years. The Governing Body may nominate any of the member of the committee as its chairman.

4.2. The Committee or the Chairman of the Committee may delegate to the Registrar the power to take certain decisions, provided that any such decision shall be reported to the Governing Body.

5 Powers and Functions of Arbitration Committee

- 5.1 To take decisions for smooth and effective functioning of the Arbitration Centres;
- 5.2 To formulate norms/ guidelines for internal functioning of the Arbitration Committee and lay down guidelines for the centre(s);
- 5.3 To recommend revision/amendment in the Rules as deemed appropriate;
- 5.4 To prepare and update the ACDR Panel of Arbitrators and to take such decisions as may be required from time to time;
- 5.5 To fix/revise the Arbitrators' fees;
- 5.6 To recommend transfer/removal of Registrar or Additional Registrar in case of misconduct or negligence in performance of duties.
- 5.7 To remove a person from the Panel of Arbitrators if:
 - (a) any complaint of breach of duty or misconduct is received against him and the Arbitration Committee is of the opinion that it would be expedient in the interest of the Centre not to continue such person on its Panel of Arbitrators; or
 - (b) he is declared to be of unsound mind or becomes incapacitated; or
 - (c) he has incurred any disqualification under the Act; or
 - (d) for any other reason deemed appropriate by the Committee.
- 5.8 The decision of the Committee on any question relating to interpretation of these rules or any procedural matter there under shall be final and binding on the parties.
- 5.9 Exercise all such powers and functions for the proper functioning of the ACDR.

6. Registrar and Additional Registrars

- 6.1 The Arbitration Committee may appoint a Registrar and such number of Additional Registrars as it deems fit for proper administration of Centre(s). The Registrar or Additional Registrars are liable for transfer to any of the

centres

- 6.2 The Registrar and Additional Registrars shall be appointed for period of 2 years at a time and shall be eligible for reappointment on the recommendation of Arbitration Committee.
- 6.3 The arbitration committee may transfer any Registrar to any of the Centre.
- 6.4 The arbitration committee may remove the Registrar or Additional Registrar without citing any reason before expiry of tenure of 2 years.

7. Duties of Registrar and Additional Registrars

- 7.1 The Registrar shall be administrative head of the Principal Centre.
- 7.2 The Arbitration committee may appoint any Additional Registrar to head any of the Centre other than principal Centre at Delhi.
- 7.3 The Registrar /additional Registrar shall exercise powers and perform all functions as has been provided under these rules.
- 7.4 The Registrar shall receive applications for arbitration by the Council, receive payment of fees and deposits, appoints arbitrators in accordance with these rules.
- 7.5 The Registrar shall also receive all communications made to the arbitral tribunal by the parties and communicate to them the orders and directions of the arbitral tribunal, keep a register of applications to the Council and of awards made by the arbitral tribunal, keep such other books or memoranda and make such other records or returns as the Committee shall from time to time require and generally carry out the directions of an arbitral tribunal so constituted under these rules and take such other steps as may be necessary to assist such arbitral tribunal in the carrying out of its functions
- 7.6 The Registrar may delegate to any officer of the Council, at the premises of which the arbitration proceedings are taking place, to discharge such of the functions and administrative duties of the Registrar as are deemed proper and necessary from time to time, with reference to a particular case or cases
- 7.7 The Registrar /Additional Registrar shall be the Disciplinary authority for the employees pertaining to the misconduct in the centers under their Administration.
- 7.8 The Registrar (Principal Centre) shall have power to transfer or remove any employee of ACDR for the better administration.

8. Means Of Giving Notice And Calculation Of Periods Of Time

- 8.1 For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is delivered personally to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addresses last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered to the addressee personally or his authorized representative or if addressee is individual, to any of his family member.
- 8.2 Any party may request ACDR to serve communication through the process server and who will serve the same to the other party personally and if the addressee refuses to receive then service shall be effected through pasting on the wall of premises of Addressee.
- 8.3 A notice including a notification, communication or proposal, may be transmitted by other means of communication that provides or allows for a record of its transmission.
- 8.4 A notice transmitted by electronic means is deemed to have been received on the day it is delivered, and such time shall be determined in accordance with the addressee's time zone.
- 8.5 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.
- 8.6 After the constitution of the Arbitral Tribunal, where any party delivers any Written Communication to the Arbitral Tribunal, it shall simultaneously deliver a copy to all other parties and ACDR, with written intimation to the Arbitral Tribunal.
- 8.7 No such Written Communication shall be received by ACDR in the arbitral proceedings unless the concerned party has complied with Rule 8.6.
- 8.8 Except as provided in these rules the Registrar may at any time extend or reduce any time limits prescribed under these rules

SECTION -II

Request of Arbitration and Response to Arbitration Requests

9.1 The party or parties initiating recourse to arbitration in respect of a particular dispute (the “claimant”) shall give a notice of request for arbitration to the Registrar of ACDR and to the other party or parties (the “respondent”).

9.2 The notice of arbitration shall include the following:

- (a) A demand that the dispute be referred to arbitration;
- (b) Referral order of the court or any authority(if any)
- (c) The names and contact details of the parties;
- (d) Original or duly certified copy of agreement containing arbitration clause or the separate arbitration agreement that is invoked;
- (e) A brief description of the claim and an indication of the amount involved, if any;
- (f) A broad description of the relief or remedy sought; and
- (g) A proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed thereon.
- (h) The nomination of an arbitrator, if the arbitration agreement provides for three arbitrators; or a proposal for a sole arbitrator, if the agreement stipulates a sole arbitrator.
- (i) If there is no existing Arbitration Agreement then a agreement or Memorandum of understanding for referring the dispute to the ACDR
- (j) Disclosure about any other arbitration proceedings relating to the same issue or identical issue.
- (k) Proof of Advance service of notice of Request to the other partie(s) to the dispute.

9.3 The notice of arbitration may include statement of Claim.

9.4 The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

9.5 The party making request shall submit sufficient number of copies of the request as stipulated by Council, being one copy for the centre , one copy for each arbitrator.

9.6 The claimant shall pay Administrative charges as per schedule-1 of these Rules without which the application shall not be entertained.

9.7 The Arbitral proceedings in respect of dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the Respondent.

9.8 In the event that the Claimant fails to comply with any of the requirements referred to herein above, the Registrar may fix a time limit not exceeding 15 days within which the Claimant must comply, failing which the file shall be closed without prejudice to the Claimant's right to resubmit the same claims at a later date in

another notice of request for arbitration

10 Procedure on receipt of Request for Initiation of Arbitration

- 10.1 On receipt of an application for arbitration, the Registrar shall scrutinize the application and notify any defects or short-comings in the said application. The Registrar may give time of 7 days to remove the defects or short comings in the said application.
- 10.2 If the application is complete in all respect, then Registrar shall Register the Notice for Request of arbitration and notify the same to the claimant and other respondents through electronic transmission.
- 10.3 The Registrar shall have absolute discretion to accept or reject the said application. The Registrar is not bound to give reasons for the exercise of his discretion. Before deciding on the acceptability of an application for arbitration, the Registrar may ask the parties for further information and particulars of their claims.
- 10.4 Similarly, if any information or particulars regarding the arbitration agreement furnished by Claimant with the application for arbitration are found to be incorrect or false, at any time subsequently, the Registrar shall have the power to reject the application for arbitration.
- 10.5 Any Party aggrieved by the decision of the Registrar, in accepting or rejecting an application for arbitration as above, may apply to the Court for suitable directions.

11 Response to the Notice of Arbitration

11.1 Within 30 days of the receipt of the notice of arbitration, the respondent shall communicate to the claimant a response to the notice of arbitration failing which it shall be presumed that the party has consented to the arbitration in accordance with these Rules. The response shall include:

11.2 The name and contact details of each respondent and their designated representatives, if any; and

11.3 A response to the information set forth in the notice of arbitration, pursuant to Rule 9.

11.4 The response to the notice of arbitration may also include:

- (a) Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;

- (b) A proposal for the appointment of a sole arbitrator if the same is provided in an agreement;
- (c) Nomination of an arbitrator if the number of arbitrator is three or more;
- (d) A brief description of counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought; and
- (e) A notice of arbitration in accordance with Rule 9 in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant

11.5 The response may also include the statement of Defense and a Statement of Counter claim.

11.6 At this stage the Council shall assess the Claim and/or the Counter Claim and will ascertain the Administrative Fees and the Arbitrators Fees, in terms of Schedule 1, payable by both the parties equally. Council shall issue a communication to both sides and request them to deposit the above fees within 15 days of receipt of communication.

11.7 If the respondent side fails to make payment of its share of Administrative Fees and the Arbitrators Fees within 15 days, then Council shall communicate it to the Claimant for depositing the Respondent's share of above fees within 7 days.

11.8 In case the above payments are not made as stipulated above, the case shall not proceed further.

SECTION -III

12 CONSTITUTION OF ARBITRAL TRIBUNAL

12.1 On receipt of the application for arbitration and payment of requisite charges, the Registrar shall take necessary steps to have the arbitral tribunal constituted ;

12.2 The appointment of sole arbitrator or three arbitrators shall be made in the following manner:

- (a) In case a Sole Arbitrator has to be appointed, the Registrar shall, by a notice in writing, call upon the parties to the dispute to forward the name of an agreed arbitrator from among the Panel of Arbitrators. The said notice shall specify the period within which the

nomination shall be made which shall not be more than thirty days from the date of the said notice to the respective parties. If the parties fail to agree on the person to be appointed as sole arbitrator within the time granted by the Registrar, the Registrar in consultation with the Chairman of the Arbitration Committee and in his absence in consultation with the member of the Governing Body shall appoint the sole arbitrator from among the Panel of Arbitrators. The sole arbitrator so nominated shall constitute the arbitral tribunal to hear the dispute and shall be appointed as such in writing by the Registrar. The Registrar shall give notice to the Parties of the constitution of the arbitral tribunal.

- (b) Where the reference is to three arbitrators, the Registrar shall in the first instance call upon the parties to nominate one arbitrator each from among the Panel of Arbitrators by a notice in writing, sent to them. The said notice shall specify the period within which the nomination shall be made which shall not be more than thirty days from the date of the said notice to the respective Parties. If a Party to the dispute refuses or neglects to appoint an arbitrator on his behalf within the period specified or if he requests the Registrar to nominate an arbitrator on behalf of that party, the Registrar in consultation with the Chairman of the Arbitration Committee and in his absence in consultation with the members of the Governing Body designated by the Chairman shall appoint the arbitrator from the Panel of arbitrators on behalf of that party. On receipt of the nominations from the respective parties or on the appointment as aforesaid by the Registrar, the Registrar shall appoint another person as the Presiding Arbitrator of the arbitral tribunal in consultation with Chairman of the Committee and in his absence in consultation with members of the Governing Body designated by the Chairman, from among the panel of arbitrators to be additional arbitrator to act as Presiding Arbitrator of the arbitral tribunal.

- 12.3 The parties will obtain the consent from the persons nominated by them as arbitrator and intimate the Council accordingly.
- 12.4 The Registrar will obtain the consent from person(s) nominated by ACDR. After a person gives his consent for appointment as arbitrator, he will be duly intimated about his appointment to decide the dispute, by a Memo in writing under the hand of the Registrar about the constitution of the arbitral tribunal. The appointment of the arbitrator will take effect from the date of such intimation about the constitution of the arbitral tribunal.
- 12.5 Before accepting his nomination the prospective arbitrator shall disclose any circumstances such as financial, business, professional or other kind in the outcome of the award, likely to disqualify him as an impartial arbitrator. Upon receipt of such information, the Registrar shall disclose it to the parties, who if willing to proceed under the circumstances disclosed, shall advise the Registrar accordingly. If either party declines to waive the presumptive disqualification, the prospective arbitrator shall be disqualified from acting as arbitrator and the vacancy so created shall be filled, in accordance with the applicable provision of these Rules.
- 12.6 The arbitrator while making the aforesaid disclosure should take notice of the grounds enumerated in the Fifth Schedule of the Act or such other schedule or amendment as may be made from time to time in respect thereof.
- 12.7 Any person, whose relationship with the parties or counsel or the subject matter of the dispute falls under any of the categories specified in the Seventh Schedule of the Act, shall be ineligible to be appointed as an arbitrator provided that the parties may waive the applicability of the categories provided in the Seventh Schedule or such other schedule or amendment as may be made from time to time by an express agreement in relation to the appointment of arbitrators.
- 12.8 If no objection in respect of the appointment of arbitrator(s) by ACDR is received from any of the parties to the dispute within 15 days from the appointment then the arbitrator(s) shall commence the proceeding in accordance with rules.

13. Challenge to the appointment of arbitrators

- 13.1 Any Arbitrator, appointed by ACDR on nomination by a party(ies) or otherwise or by a Court, may be challenged only before the ACDR and only if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or independence, or if the Arbitrator does not possess any requisite qualification which the parties have previously agreed, or if the Arbitrator becomes *dejure or*

defacto unable to fulfil his functions or is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.

- 13.2 A party may challenge the Arbitrator nominated by him only for reasons of which he becomes aware after the appointment has been made.
- 13.3 A party who intends to challenge an Arbitrator shall send a notice of challenge within 14 days after the receipt of the notice of appointment of the Arbitrator who is being challenged or within 14 days after the circumstances mentioned in Rule 13.1 and 13.2 become known to that party.
- 13.4 The notice of challenge shall be submitted to Registrar ACDR and be simultaneously sent to the other party, the Arbitrator(s) being challenged and the other members, if any, of the Tribunal. The notice of challenge shall be in writing and shall state the reasons for the challenge. The Registrar may request comments on the challenge from the parties, the challenged Arbitrator and the other members of the Tribunal (or if the Tribunal has yet not been constituted, any appointed Arbitrator) within a period of 10 days from the date of such request. After the receipt of comments, the Registrar shall place the notice of challenge with all documents before the Arbitration Committee.
- 13.5 The notice of challenge duly submitted shall be disposed of by the Arbitration Committee within a period of 30 days from the date of receipt of notice in terms of the Rules.
- 13.6 The Notice of challenge must be accompanied with deposit of Rs 10,000/- towards processing costs which may be refunded in case the challenge succeeds. If the making the challenge fails to pay the challenge fee within time limit set by the Registrar, the Challenge shall be considered as withdrawn.
- 13.7 The time for making the Award shall, in terms of section 29A(3) of the Arbitration and conciliation Act 1996, stand extended by the period spent between the date of receipt of the application for the challenge and its disposal by the Arbitration Committee.
- 13.8 If the Arbitration Committee appointed by the Chairperson sustains the challenge, a substitute Arbitrator shall be appointed by the Chairperson in accordance with these Rules.
- 13.9 The Arbitration Committee shall have the discretion to impose such costs as may be deemed appropriate in the event that the challenge fails, which shall be recoverable from the party instituting the challenge.
- 13.10 The Council shall forthwith communicate to the parties and the

Arbitral Tribunal whether the challenge has been sustained or Rejected.

- 13.11 Such challenge shall be decided on the basis of the application and the comment(s)/response(s) thereto, if any, and the record of the Arbitration Proceedings, without any oral hearing unless so directed by the Arbitration committee. The decision of the arbitration committee shall be final.

14

Termination and Substitution

- 14.1 If any appointed arbitrator resigns or dies or has been successfully challenged or becomes incapable of acting or neglects or fails to act expeditiously, prior to or during the arbitration hearings, or if he fails to make the award within the time and/ or extended time prescribed under these Rules, the Registrar in consultation with the Arbitration Committee may terminate the authority of such an appointed arbitrator and inform him accordingly. In the event of such termination, the arbitrator or arbitrators as the case may be, and whose authority has been terminated, shall not be entitled to any fee.
- 14.2 In case of the resignation or death or termination of authority of an appointed arbitrator under Sub- Rule above, a new arbitrator will be appointed in his place by the Registrar in consultation with the Arbitration Committee in case they had appointed the original arbitrator. Where the appointment was made by the parties, the Registrar shall call upon the party who had appointed the arbitrator to nominate another arbitrator in his place. If any Party refuses or neglects to nominate an arbitrator within 15 days of the date of notice requiring him to nominate the arbitrator or within such extended time not exceeding thirty days, the Registrar in consultation with the Arbitration Committee shall nominate the arbitrator on behalf of that Party from among the Panel of Arbitrators.
- 14.3 The arbitrator (s) appointed as above will be informed about the reconstitution of the arbitral tribunal and the reconstituted arbitral tribunal shall make the award expeditiously within the time prescribed under these Rules from the date when the reconstituted arbitral tribunal enters on the reference. The reconstituted arbitral tribunal shall proceed with the

arbitration with the liberty to act on the record of evidence and proceedings as then existing or to commence the proceedings de novo.

14.4 Any time limits provided in these rules , for completion of any matters stipulated hereunder shall stand suspended during the period , the Registrar/Arbitration Committee/Governing Body decides the issues relating to appointment or continuance of arbitrators. The arbitral Tribunal may thereafter set appropriate time frames taking into consideration the provisions of these rules.

SECTION-IV

Commencement of Arbitration proceedings and submission of case to the Arbitral Tribunal

15. Conduct of Arbitral proceedings

Subject to deposit the requisite charges provided in these rules , The registrar shall pass over the case file to the constituted Arbitral Tribunal. The arbitral tribunal upon receipt of case file shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.

15.1 Submission of the Case to the Arbitral Tribunal

- (i) The Arbitral Tribunal shall be deemed to have entered on the reference on the day on which the arbitrator or all the arbitrators, as the case may be, have received notice in writing of their appointment by the Registrar after disposal of the challenge to their appointment, if any, made.
- (ii) The Registrar shall send copies of all papers relating to arbitration such as claim statement, defence statement, counter claims, reply, statements, or other documents received from the parties to the dispute to the Arbitrator/Arbitrators constituting the Arbitral Tribunal with a request to proceed with the arbitration.
- (i) If the Claimant does not file all the requisite documents, papers, etc. or does not deposit the appropriate fees as per the Rules after having been given due opportunity for the purpose by the

Registrar or the arbitral tribunal, the Registrar or the arbitral tribunal may dismiss/close the case on file for lack of pursual by the Claimant. Similarly, if the Respondent fails to produce any requisite documents, papers including the statement of defence or information or fails to deposit administrative fees, or arbitrators fees etc. after having been given due opportunity for the purpose by the Registrar or the arbitral tribunal, the Registrar or the arbitral tribunal may proceed further with the arbitration proceedings as per the Rules, notwithstanding such failure or refusal by the Respondent.

16. Case management Conference and Arbitration time table

- 16.1 As soon as practicable after its constitution, the arbitral tribunal shall convene a case management conference to consult the parties on procedural measures that may be adopted.
- 16.2 The Registrar shall issue notice to all the parties to the dispute intimating them the date for the case management conference.
- 16.3 During or following such conference, the arbitral tribunal shall establish the procedural timetable of the arbitration (the “arbitration timetable”) in accordance with the Act and these Rules. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties for reasons to be recorded in writing.
- 16.4 To ensure continued effective case management, the arbitral tribunal, after consulting the parties by means of a further case management conference or otherwise, may adopt further procedural measures or modify the arbitration timetable.
- 16.5 Case management conferences may be conducted through a meeting in person, by video conference, telephone or similar means of communication. In the absence of an agreement of the parties, the arbitral tribunal shall determine the means by which the conference will be conducted.
- 16.6 The arbitral tribunal may request the parties to submit case management proposals in advance of a case management conference and may request the attendance at any case management conference of the parties in person or through duly authorised representative.
- 16.7 The Tribunal may proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meetings or hearings, and

may take any other appropriate measures, not inconsistent with the Act, in order to preserve the fairness and integrity of the proceedings

16.8 Application for adjournment

- (a) Any party seeking adjournment or change in the timelines fixed for the arbitration proceedings, shall file a written request supported by sufficient and cogent reasons with necessary documents. In case such application is filed less than fifteen days prior to the date of hearing, the same shall be accompanied by an application fees of Rs.3,000/- (Rupees Three Thousand) payable to ACDR.
- (b) Mere filing of an application shall, however, not result in an automatic adjournment. The application shall be decided by the Arbitral Tribunal on merits and may be accepted subject to such further conditions as the Arbitral Tribunal deems fit.

17. Seat, Venue, Language and mode of Arbitration

- 17.1 The parties may agree on the seat and mode of arbitration. Parties can also agree to online mode of arbitration as well as a mix of online and offline modes.
- 17.2 Where there is no agreement as to the seat and mode, the seat of arbitration shall be ACDR, New Delhi, unless the arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate.
- 17.3 Unless the parties have agreed otherwise, the arbitral tribunal may meet at any location outside of the seat of arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the seat.
- 17.4 The arbitral tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection.
- 17.5 The award shall be made at the Seat of arbitration.
- 17.6 All arbitrations as far as possible shall be conducted in English language. If parties desires the arbitration to be held in their local language then all proceedings must be translated in English thereafter and before passing of the award and cost of translation shall be borne by the parties equally.

17.7 Any supported material filed by the party shall be either in English or accompanied with its authentic English translation.

18 REPRESENTATION AND ASSISTANCE

18.1 The parties may be represented or assisted by persons or legal professional of their choice.

18.2 The parties must provide authorization of such Representatives.

18.3 After Constitution of tribunal any change and addition by a party in the representatives shall be communicated in writing to the parties , the tribunal and to the Registrar.

19 PLEADINGS

19.1 Statement of Claim

(a) The claimant shall file its statement of Claim with the Registrar ACDR within the time prescribed by the arbitral Tribunal or in accordance with the arbitration timetable. The advance copy of the statement of claim is to be served on the other partie(s). The claimant shall files such number of copies as has been prescribed by the Registrar from time to time.

(b) The claimant may elect to treat its notice of arbitration as a statement of claim, provided that the notice of arbitration also complies with the requirements of this Rule.

(c) The statement of claim shall include the following particulars:

- (a) The names and contact details of the parties;
- (b) A statement of the facts supporting the claim;
- (c) The points at issue;
- (d) The relief or remedy sought; and
- (e) The legal grounds or arguments supporting the claim.

(d) All relevant particulars concerning the Arbitrators, their number, qualifications, if any, prescribed in the arbitration on which parties have already agreed in writing;

(e) A statement as to whether any order under Section 9 of the Act has been passed and if so, whether the request for arbitration is being made within the period provided under sub-section (2) of Section 9 of the Act. A copy of the interim order passed shall also be enclosed;

(f) Value of each of the relief sought along with a declaration stating the aggregate amount of Claims, quantification of Arbitrator's fee as based on aggregate claims and date of deposit of its share of fee, if deposited.

(g) A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement shall be

annexed to the statement of claim.

- (h) The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

19.2 If the Claimant fails within the time specified to submit its Statement of Claim, the Tribunal may issue an order for the termination of the arbitral proceedings qua such claims and impose costs or give other directions, as may be appropriate.

20 Statement of Defence , Plea of Setoff and Counter claim

- 20.1 The Respondent(s) shall, within the time to be determined by the Tribunal in arbitration time-table , file Statement of Defence with advance copy to the opposite party(ies) and the Tribunal. The plea of Set-Off and/or Counter-Claim, if any, shall be filed along with the Statement of Defence.
- 20.2 Subject to the decision of the Tribunal, the failure to adhere to the time limits for filing of pleadings as prescribed by the Arbitrator under Rule 21.2 may result in foreclosure of the right of the Respondent to file Statement of Defence, a plea of Set-Off and/or Counter-Claim.
- 20.3 The copy of the Statement of Defence, plea of Set-Off and/or Counter-Claim and the documents annexed thereto, shall be sent to the Claimant in advance and proof of service thereof shall accompany the Statement of Defence, plea of Set-Off and/or Counter-Claim submitted to the Centre.
- 20.4 The respondent/counter-claimant if chooses to file counter-claim and pays his share of arbitration fees, then the claimant/non-counter claimant shall be liable to pay its share of arbitration fee for counter claim and non-counter claimant shall file its statement of defence to such counter claim in them manner required under the rules.
- 20.5 If the Claimant/non-counter claimant fails to file its statement of defence within the stipulated time or pay its share of arbitration fees may result in forfeiting the right to file such statement of defence in counter claim case.
- 20.6 In case if any party fails to pay his share of arbitration fees the same would have to be paid by claimant and the final liability of which , shall be decided by the tribunal at the time of passing the award.

21 Amendments of Pleadings and further pleadings

21.1 A party may amend or supplement its Claim, Counter-Claim or other pleadings anytime with the leave of Tribunal on such terms as the tribunal may determine. The tribunal shall not allow such amendments if the the Tribunal considers it inappropriate, having regard to the delay in making such request or prejudice to the other party or any other circumstances.

21.2 A Claim or Counter-Claim or pleadings may not be amended or supplemented in such a manner that the amended or supplemented Claim or Counter-Claim or pleadings would, if permitted, fall outside the scope of the arbitration agreement.

21.3 Subject to the leave of the tribunal , the parties may submit further pleading before the tribunal if the same are necessary for disposal of the dispute between the parties.

21.4 The Registrar may adjust the Tribunal's fees and ACDR's (where appropriate) if a party is permitted to amend or supplement its Claim, Counter-Claim or pleadings.

21.5 The registrar shall complete the proceeding of completion of pleading. Once the pleading are complete the case will be listed for taking Evidence and examination of witnesses before the Tribunal.

22. JURISDICTION

22.1 The arbitral tribunal may rule on its own jurisdiction, including ruling on any objections with respect to the existence or validity of the arbitration agreement, and for that purpose,

- (a) an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract; and
- (b) a decision by the arbitral tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration clause.

22.2 A plea that the arbitral tribunal does not have jurisdiction shall be raised in the first instance before the arbitral tribunal, which shall decide such objection in accordance with section 16 of the Act.

22.3 A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings.

22.4 The arbitral tribunal may, in either of the cases referred above, admit a later plea if it considers the delay justified.

22.5 The arbitral tribunal shall decide on a plea referred to hereinabove and, where the arbitral tribunal takes a decision rejecting the plea, continue with the arbitral proceedings and make an arbitral award.

23

INTERIM RELIEF

23.1 A party may, during the arbitral proceedings, apply to the arbitral tribunal-

- (i) for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
- (ii) for an interim measure of protection in respect of any of the following matters, namely:-

- (a) the preservation, interim custody or sale of any goods which are the subject-matter of the arbitration agreement;
- (b) securing the amount in dispute in the arbitration;
- (c) the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may arise therein and authorizing for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorizing any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;
- (d) interim injunction or the appointment of a receiver;
- (e) such other interim measure of protection as may appear to the arbitral tribunal to be just and convenient, and the arbitral tribunal shall have the same power for making orders, as the court has for the purpose of, and in relation to, any proceedings before it.

23.2 The Arbitral Tribunal may modify, suspend or terminate an interim measure granted by it, upon an application by a party, if the circumstances so warrant.

24 Taking of evidence and witnesses

24.1 Ordinarily, the burden of proving the facts relied on to support its Claim, Counter-Claim or Defence, shall be on the concerned party.

24.2 The Tribunal may receive the oral evidence on Affidavit or record the same in writing. Ordinarily the witness will not be required to subject to cross-examination but with the leave obtained from the tribunal any party(ies) may cross-examine the witness and such cross examination must be completed in one sitting subject to the orders of Tribunal.

24.3 The Tribunal, while determining the admissibility, relevance, materiality and weight of any evidence, shall not be bound by the Indian Evidence Act, 1872 or the Code of Civil Procedure, 1908 or by any strict rules of evidence.

24.4 At anytime during the arbitral proceedings, the Tribunal may require the parties to produce documents, exhibits or other evidence within such period of time as the Tribunal shall determine. The Tribunal may also, in consultation with the parties, undertake a site visit.

24.5 In addition, the Tribunal shall have the power to-

(a) conduct such enquiries as may appear to be necessary or expedient;

(b) direct the parties to make available for inspection any property or item;

(c) direct any party to produce for inspection any document(s) in their possession, custody or control which it considers relevant and also direct that copies of such document(s) be supplied to the other parties.

(d) To take into custody of tribunal or to seize any document/record or property.

(e) To direct any government, semi Government, private or public body, authority or organization to produce any official record related with the dispute under arbitration.

(f) To appoint or refer any expert for inspection and examining any document/issues/property and to give his expert opinion.

24.6 Examination of Witnesses or experts

(a) Before a hearing, the Tribunal may require any party to give a list of witnesses, including expert witnesses, whom it intends to examine, the subject matter of their testimony and its relevance to the issues.

(b) The Tribunal shall have the discretion to allow, refuse or limit the number of witnesses intended to be examined by a party.

(c) The Tribunal shall also have the discretion to restrict the time to be allocated for the oral testimony of a witness.

(d) The witness shall be examined by tendering their Evidence affidavits. Ordinarily, witnesses will not be subjected to cross-examination, unless permission is granted by the tribunal on the request or parties proving reasons for the same. If granted, any party may cross-examine the witness, and this cross-examination must be completed in a single session, unless otherwise directed by the Tribunal

25. Hearings and written proceedings.

25.1 Unless otherwise agreed by the parties, the arbitral tribunal shall decide

whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials:

Provided that the arbitral tribunal shall hold oral hearings, at an appropriate stage of the proceedings, on a request by a party, unless the parties have agreed that no oral hearing shall be held.

[Provided further that the arbitral tribunal shall, as far as possible, hold oral hearings for the presentation of evidence or for oral argument on day-to-day basis, and not grant any adjournments unless sufficient cause is made out, and may impose costs including exemplary costs on the party seeking adjournment without any sufficient cause.]

25.2 The parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purposes of inspection of documents, goods or other property.

25.3 All statements, documents or other information supplied to, or applications made to the arbitral tribunal by one party shall be communicated to the other party, and any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be communicated to the parties.

26. Default of a Party

26.1 If the parties have agreed to submit their case to arbitration under these Rules and any party refuses or fails to take part in the arbitration proceedings, the arbitral tribunal may proceed with the arbitration notwithstanding such refusal or absence.

26.2 Unless otherwise agreed by the parties, where, without showing sufficient cause,

- (a) the claimant fails to communicate his statement of claim the arbitral tribunal shall terminate the proceedings;
- (b) the respondent fails to communicate his statement of defence, the arbitral tribunal shall continue the proceedings without treating that failure in itself as an admission of the allegations by the claimant and shall have the discretion to treat the right of the respondent to file such statement of defence as having been forfeited;
- (c) a party fails to appear at an oral hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.

27. Court Assistance in taking Evidence.

27.1 The arbitral tribunal, or a party with the approval of the arbitral tribunal, may apply to the Court for assistance in taking evidence under section 27 of the Act.

27.2 The application shall specify

- (a) the names and addresses of the parties and the arbitrators;
- (b) the general nature of the claim and the relief sought;
- (c) the evidence to be obtained, in particular,
 - (i) the name and address of any person to be heard as witness or expert witness and a statement of the subject-matter of the testimony required;
 - (ii) the description of any document to be produced or property to be inspected.

28

Final Hearing and Closure of Proceedings

28.1 After completion of exercise of Taking evidence the tribunal shall, set the date, time and place of meeting for final hearing. Unless otherwise agreed by the parties the hearing shall be conducted by the tribunal through virtual hearing mode/Video conferencing at the convenience of all the parties to the dispute.

28.2 The parties in addition to oral submission may also file written submissions.

28.3 If any party fails to appear or neglects to participate in final hearing or does not submit written submissions, The tribunal may proceed with the arbitration and may make award based on the submissions and evidence available before it.

28.4 When it is satisfied that the parties have had a reasonable opportunity to present their case, whether in relation to the entire proceedings or a discrete phase of the proceedings, the arbitral tribunal shall declare the proceedings or the relevant phase of the proceedings closed. Thereafter, no further submissions or arguments may be made, or evidence produced in respect of the entire proceedings or the discrete phase, as applicable, unless the arbitral tribunal reopens the proceedings or the relevant phase of the proceedings in accordance with these Rules.

28.5 Once the proceedings are declared closed, the arbitral tribunal shall inform the Council and the parties of the anticipated date by which an award will be communicated to the parties. The date of rendering the award shall be no later than three months from the date when the arbitral tribunal declares the entire proceedings or the relevant

phase of the proceedings closed, as applicable. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by the Council.

- 28.6 The arbitral tribunal may, if it considers it necessary, decide, on its own initiative or upon application of a party, to reopen the proceedings at anytime before the award is made.

29. Waiver

- 29.1 A party that knows, or ought reasonably to know, that any provision of, or requirement arising under, these Rules (including the arbitration agreement) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

30 Settlement of Disputes

Reference of Dispute to the Mediation/conciliation

- 30.1 The Tribunal may encourage settlement of the disputes between the parties amicably.
- 30.2 Parties to an arbitration agreement may, at any time after the commencement of the arbitration proceedings and before passing of the award, request the Arbitral Tribunal to put the arbitration proceedings on hold to enable the parties to resolve their disputes amicably.
- 30.3 The parties shall convey their request to the Arbitral Tribunal, or if the Arbitral Tribunal has not been constituted, to the Registrar.
- 30.4 The Arbitral Tribunal shall accept the request of the parties and keep in abeyance the arbitration proceedings, enabling the parties to resolve their dispute through Conciliation/Mediation.
- 30.5 The parties shall have the liberty to appoint a Conciliator/Mediator of their choice including from the Panel of Conciliators of the ACDR .
- 30.6 The Conciliation/mediation proceedings shall remain confidential and shall not be brought on record in the arbitration proceedings or otherwise, should the mediation fail.
- 30.7 If the parties settle the dispute through mediation/Conciliation, the settlement agreement executed between the parties shall be forwarded to the Arbitral Tribunal, which shall, on receipt of the settlement agreement, proceed to pass an consent award. Such Arbitral Award as passed to record settlement between the parties should contain an express statement that it is an award made at the parties' joint request and with their consent.

- 30.8 Unless the parties expressly agree in writing the mediator/conciliator would be disqualified to act or continue as an Arbitrator.

SECTION -V

31 Awards, Decisions and orders of the Arbitral Tribunal

31.1 Decision making by panel of Arbitrators

(a) Unless otherwise agreed by the parties, in arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made by a majority of all its members.

(b) Notwithstanding sub-section (1), if authorised by the parties or all the members of the arbitral tribunal, questions of procedure may be decided by the presiding arbitrator.

31.2 Time limit for arbitral award. –

(a) The Arbitral Tribunal shall pass an award within a period of twelve months from the date of completion of pleadings. The parties may, by consent, extend the period for making award for a further period not exceeding six months.

(b) If the award is made within a period of six months from the date the arbitral tribunal enters upon the reference, the arbitral tribunal shall be entitled to receive such amount of additional fees of 10% of total Arbitration fess.

(3) If the award is not made within the eighteen months including the extended period then, the mandate of the arbitrator(s) shall terminate unless the Court has, either prior to or after the expiry of the period so specified, extended the period.

32 Form and Content of Arbitral Award

32.1 An arbitral award shall be made in writing and shall be signed by the members of the arbitral tribunal.

32.2 In arbitral proceedings with more than one arbitrator, the signatures of the majority of all the members of the arbitral tribunal shall be sufficient so long as the reason for any omitted signature is stated.

32.3 The arbitral award shall state the reasons upon which it is based, unless

- (a) the parties have agreed that no reasons are to be given, or
- (b) the award is an arbitral award on agreed terms between the parties .

32.4 The arbitral award shall state its date and the place of arbitration and the award shall be deemed to have been made at that place

32.5 The Arbitral Tribunal shall send the originals of the Award signed by the Arbitral Tribunal to the Council. The Council shall affix its seal to the award and , subject to any lien, deliver it to the parties.

32.6. The arbitral tribunal may, at any time during the arbitral proceedings, make an interim arbitral award on any matter with respect to which it may make a final arbitral award.

33. Correction and interpretation of the Award/Additional award

33.1 Within thirty days from the receipt of the arbitral award, unless another period of time has been agreed upon by the parties

- (a) a party, with notice to the other party, may request the arbitral tribunal to correct any computation errors, any clerical or typographical errors or any other errors of a similar nature occurring in the award;

- (b) if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.

33.2 If the arbitral tribunal considers the request to be justified, it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the arbitral award.

33.3 The arbitral tribunal may correct any error of the type referred to in clause (a) of Subrule 32.1 , on its own initiative, within thirty days from the date of the arbitral award.

33.4 Unless otherwise agreed by the parties, a party with notice to the other party, may request, within thirty days from the receipt of the arbitral award, the arbitral tribunal to make an additional arbitral award as to claims presented in the arbitral proceedings but omitted from the arbitral award. If the arbitral tribunal considers the request to be justified, it shall make the additional arbitral award within sixty days from the receipt of such request.

33.5 The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional arbitral award.

34. COMMUNICATION OF AN AWARD

- 34.1 When an award has been made, the Registrar shall furnish a true copy of the award to the parties by registered post provided the arbitration costs have been fully paid to the Council by the parties or by one of them.
- 34.2 The Registrar may require either Party to notify him of the compliance with the award.
- 34.3 The arbitral tribunal and the Registrar of the Council shall assist the parties in complying with any formalities that may be necessary for the enforcement of the award or for other purposes.

35. Deposits for Costs of Arbitration

35.1 The Registrar may require the Parties before passing the case on to the arbitrators, to deposit in advance such sums of money as he deems necessary to defray expenses of the arbitration including the administrative charges, arbitrator's fee and stamp duties. As a general rule, the deposits shall be called for in equal shares from the Claimant(s) and the Respondent(s).

35.2 The arbitral tribunal may, during the course of the arbitration proceedings or in the arbitration award, require further sums to be deposited by the Parties or any one of them to meet the expenses of the arbitration.

35.3 When one of the Parties neglects or refuses to make the deposit, the Registrar or the arbitral tribunal, as the case may be, may require such deposit whether in relation to a claim or a counter-claim, to be made by the other Party to the dispute (Claimant or Respondent as the case may be). Should the whole or part of the deposit be not made by the Parties or any one of them, the Registrar shall inform the Parties or the Party concerned that the claim or counterclaim, as the case may be, will not be the subject matter of the reference.

35.4 The arbitral tribunal shall proceed only in respect of those claims or counter-claims for which the deposits has been duly paid to the Council and otherwise may order the suspension or termination of the arbitral proceedings.

35.5 All deposits towards costs and expenses shall be made with the Council and no payment shall be released to the arbitrators directly by the parties. The deposit made shall be taken into account by the arbitral tribunal in apportioning the cost while making the award. Any deposit

made in excess shall be refunded to such of parties as the arbitral tribunal may direct. The Council shall have a lien for the arbitral award on any unpaid cost of the arbitration

SECTION -VI

FAST TRACK AND EMERGENCY ARBITRATION

36 FAST TRACK PROCEDURE

36.1 The parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, may apply to the Registrar for fast-track procedure and send a copy of application to the other party who may file its objection or gives its consent.

36.2 The arbitration under the fast track procedure shall be allowed only in the cases where

- (a) The involved parties mutually consent to it ; or
- (b) In cases of exceptional urgency.

36.3 The Registrar shall determine after considering the views of the parties if the case is to be conducted under the Fast track procedure. If the procedure

36.4 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

36.5 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under Fast track procedure:

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without any oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

36.6 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

36.7 Arbitration proceedings held under Statutory Arbitrations or in cases related

to Banks/NBFCs are deemed to follow the fast track procedure by default, unless the parties have specifically agreed otherwise in the agreement before the dispute arose.

36.8 The fees payable to the arbitrator shall be paid in accordance with the Schedule- 1 of these Rules.

37. EMERGENCY ARBITRATION

37.1 If a party requires urgent, interim or conservatory measures that cannot await the formation of the Arbitral Tribunal under the rules, it may make an application to Registrar ACDR, with a simultaneous copy thereof to the other party to the arbitration agreement, for such measures.

37.2 The party making application for Emergency arbitration shall-

- (a) include a statement briefly describing the nature and circumstances of the relief sought and specific reasons why such relief is required on an emergency basis and the reasons why the party is entitled to such relief;
- (b) A statement that all other parties have been served the copy of the application.
- (c) Receipt of payment of prescribed fee for the appointment of the Emergency Arbitrator;

37.3 The Registrar in consultation with the arbitration committee may appoint the Emergency arbitrator within two days of making of such request (excluding non-business days).

37.4 Prior to accepting his appointment, a prospective Emergency Arbitrator shall file disclosure in writing in terms of Section 12 of the Act. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by ACDR to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

37.5 An Emergency Arbitrator may not act as an Arbitrator in any future arbitration relating to the dispute unless agreed by all the parties.

37.6 If the parties have agreed on the seat of the arbitration, such seat shall be the seat of the proceedings for emergency interim relief. These rules shall be applicable on Arbitration proceedings, without prejudice to the Tribunal's determination of the seat of arbitration.

37.7 The Emergency Arbitrator so appointed shall schedule a hearing including the filing of pleadings and documents by the parties within two business days of his appointment. The parties shall abide by the schedule, failing which the Emergency Arbitrator may proceed with the arbitration without giving further time to such party.

37.8 The Emergency Arbitrator shall provide a reasonable opportunity of being heard to all the parties before granting any urgent, interim or conservatory measures and proceed to make an order by giving reasons. The hearing may be personal hearing or on teleconference or video conference. The requirement of hearing will be deemed to have been complied with if any of

- the parties files its written submission and desires to rely it instead of personal hearing.
- 37.9 The Emergency Arbitrator shall have the power to order any interim relief that he deems necessary. An order of the Emergency Arbitrator shall be made in writing, with a brief statement of reasons. An order of an Emergency Arbitrator shall be enforceable in the manner as provided in the Act.
- 37.10 The Emergency Arbitrator shall ensure that the entire process from the date of his appointment to the making of the order shall be completed within fourteen (14) days, failing which the Emergency Arbitrator will not be entitled to any fee.
- 37.11 The Emergency Arbitrator shall become *functus officio* after 14 days or after the order is made, whichever is earlier, and shall not be a part of the Arbitral Tribunal which may be formed subsequently unless otherwise agreed to by all the parties.
- 37.12 The order for urgent, interim or conservatory measures passed by the Emergency Arbitrator shall not bind the Arbitral Tribunal on the merits of any issue or dispute that the said Tribunal may be required to determine.
- 37.13 The order passed by the Emergency Arbitrator shall remain operative for a period of 90 (ninety) days from the date of passing of the order unless modified, substituted or vacated by the Arbitral Tribunal. The Arbitral Tribunal shall also have the power to extend the operation of the order beyond the period of 90 (ninety) days.
- 37.14 Any order of the Emergency Arbitrator may be confirmed, varied, discharged or revoked, in whole or in part, by order or award made by the Arbitral Tribunal upon application by any party or upon its own initiative.

SECTION-VII

MISCELLANOUS PROVISIONS

38 EXCLUSION AND WAIVER OF LIABILITY

38.1 The ACDR , including the Registrar, Members of the Arbitration Committee, Governing body, officers, employees or any Committee or Sub-Committee, shall not be liable to any person for anything which is done in good faith, done or intended to be done under these Rules.

38.2 No suit or other legal proceedings shall lie against the arbitrator for anything which is in good faith done or intended to be done under the arbitration and conciliation Act 1996 or under these rules.

39. Confidentiality

39.1 The arbitrator, the arbitral institution and the parties to the arbitration agreement shall maintain confidentiality of all arbitral proceedings except award where its disclosure is necessary for the purpose of implementation and enforcement of award.

Save and except as provided in these Rules, the arbitrator, the ACDR and the parties, shall at all times treat all matters relating to the proceedings and the Award as confidential.

39.2 A party or any Arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter except-

- (a) for the purpose of making an application to any competent Court of any State to enforce or challenge the Award;
- (b) pursuant to the order issued by a Court of competent jurisdiction;
- (c) for the purpose of pursuing or enforcing a legal right or claim;
- (d) in compliance with the provisions of the laws of any State which are binding on the party making the disclosure;
- (e) in compliance with the request or requirement of any regulatory body or other authority; or
- (f) pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.

39.3 In this Rule, "matters relating to the proceedings" means the existence of the proceedings and the pleadings, evidence and other materials in the arbitration proceedings and all other documents produced by another party in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

39.4 The Tribunal has the power to take appropriate measures, including issuing an order or Award for costs, if a party breaches the provisions of this Rule.

39.5 The council may publish any award, whether in its entirety or in the form of excerpts or a summary, only under the following conditions

39.6 References to the parties' names and other identifying information are deleted;
and

39.7 No party objects to such publication within the time fixed for that purpose by the council. In case of an objection, the award shall not be published or disclosed.

40.**FEES AND COSTS**

40.1 The fees payable to the Tribunal and the administrative costs of ACDR shall be in accordance with the schedule I of these rules.

40.2 The Tribunal shall specify in the award the total amount of the costs of the arbitration. Unless the parties have agreed otherwise, the Tribunal shall determine in the award the apportionment of the costs of the arbitration among the parties.

40.3 Advance on Costs

(a) The Registrar shall fix the amount of deposits to be made by the parties in accordance with the Schedule. Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent. The Registrar may fix separate advances of deposits for Claims and Counter-Claims, respectively.

(b) Parties are jointly and severally liable for the deposits as directed by the Registrar. Any party is free to pay the whole of the deposits for costs of the arbitration in respect of the claim or the Counter-Claim should the other party fail to pay its share.

(c) Where the amount of the Claim or the Counter-Claim is not quantifiable at the time payment is due, a provisional estimate of deposits shall be made by the Centre. Such estimate may be based on the nature of the controversy and the circumstances of the case. This may be adjusted in light of such information as may subsequently become available.

(d) The Registrar may from time to time direct parties to make further deposits in accordance with the these rules.

(e) If a party fails to make the deposits as directed within thirty days from the date on which it is due, the Registrar may either terminate the arbitration where the Tribunal is yet to be constituted or where the Tribunal has been constituted, direct the Tribunal to terminate the arbitration with respect to the Claim or Counter-Claims, as the case may be. This shall however be without prejudice to the party reintroducing the same Claims or Counter-Claims in another proceeding, in accordance with law.

40.4 Fees of the Arbitral Tribunal shall be disbursed in accordance with Schedule.

40.5 All deposits shall be made to and held by the ACDR. Any interest which may accrue on such deposits may be retained by the ACDR.

41. Lien on Award

The ACDR and the arbitral Tribunal shall have lien on the award issued by arbitral tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to communicate any such awards to the parties until all such fees and expenses have been paid, whether jointly or severally.

42. Governing Law

The terms of this Schedule and any non-Contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with Law of India

43. Amendment of Rules

The Governing Body may revise, amend or alter these rules or the schedule of fees and other monies to be charged and paid as and when expedient and necessary.

44. Record of Arbitration

ACDR shall keep and maintain Arbitral Record for a period of Three Years from the date of termination of proceedings provided there is no intimation of any challenge.

45. Residuary Provisions

45.1 The Registrar in consultation with Arbitration Committee may take appropriate decisions as may be deemed necessary in respect of all matters which are not specifically provided in these Rules.

45.2 The Arbitration Committee may, from time to time, issue practice directions to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.

45.3 The decisions of the Chairman of the Arbitration Committee and the Registrar with respect to all matters relating to an arbitration shall be binding upon the parties and the Tribunal. The chairman of Arbitration committee, the Registrar shall not be required to provide reasons for such decisions.