

Hemant Gupta

(Former Judge, Supreme Court)

CHAIRPERSON



4th April 2023

Dear friends

Sub: Request for Suggestions and Opinion on the draft 'India International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations, 2023'

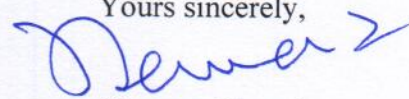
1. Greetings from the India International Arbitration Centre ("IIAC"). The IIAC has been established by an Act of Parliament to make India a hub for domestic and international arbitration and for providing a choice for parties to adopt an efficient institutional arbitration mechanism for resolution of their commercial disputes.
2. The dispute resolution processes that are in place have a huge impact on the Indian economy and the global perception on doing business in India. To this end, the IIAC aims to inspire confidence amongst parties (both domestic and international) by providing a neutral dispute resolution platform for resolution of commercial disputes through a seamless arbitral process.
3. One of the major steps to achieve IIAC's objective is to create a suitable ecosystem to facilitate domestic and international arbitration. The IIAC has put together a draft set of Regulations for the conduct of arbitration proceedings after taking into consideration the mandate of the [Indian] Arbitration and Conciliation Act, 1996 as well as international best practices vis-à-vis institutional arbitration. Please find attached the draft 'India International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations, 2023' ("**Draft Arbitration Regulations**").
4. As you might be aware, the IIAC has been declared by statute as an institution of national importance and therefore it would be ideal for the stakeholders involved in the arbitral process to provide their suggestions and inputs to make this institution a success. As you are actively involved in the conduct of arbitration, we seek your suggestions and opinion with respect the Draft Arbitration Regulations. While providing your suggestions, you may

kindly include, among other things, your views as regards the provisions that deal with the conduct of arbitration hearings in a timely manner and on a day-to-day basis as well as your views on the ad valorem fee scale for domestic and international arbitration provided in the Schedule to the Draft Arbitration Regulations.

5. You may send your suggestions and opinion by email to me and / or to the Registrar of IIAC at registrar@indiaiac.org preferably by 24th April 2023.

With Best Wishes

Yours sincerely,



(Hemant Gupta)

**[TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY, PART III, SECTION 4]
GOVERNMENT OF INDIA**

(INDIA INTERNATIONAL ARBITRATION CENTRE)

New Delhi, the , 2023

NOTIFICATION

F. No. A – 60011/48/2022_NDIAC (E).- In exercise of the powers conferred by clause (f) of sub-section (2) of section 31 of the India International Arbitration Centre Act, 2019 (17 of 2019), the India International Arbitration Centre hereby makes the following Regulations:-

1. **Short title and commencement.** – (1) These Regulations may be called the India International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations, 2023.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**- (1) In these Regulations, unless the context otherwise requires,-

(a) “Act” means the Arbitration and Conciliation Act, 1996;

(b) “Arbitral Tribunal” includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed, and shall include an Emergency Arbitrator appointed under these Regulations;

(c) “Arbitration Centre Act” means the India International Arbitration Centre Act, 2019 ;

(d) “Award” includes an Interim, Partial or Final Award;

(e) “Centre” means the India International Arbitration Centre established and incorporated under Section 3 of the Arbitration Centre Act, 2019;

(f) “Chairperson” means the Chairperson of the Centre referred to in Clause (a) of Section 5 of the Arbitration Centre Act;

(g) “Chamber of Arbitration” means the Chamber of Arbitration as defined under Section 28 of the Arbitration Centre Act;

(h) “Committee” means the relevant Committee of the Centre referred to in Section 19 of the Arbitration Centre Act;

- (i) “Emergency Arbitrator” means an arbitrator appointed pursuant to Regulation 16 of these Regulations.
- (j) “Member” means a Full-time or Part-time Member of the Centre;
- (k) “Panel of Arbitrators” means the panel of arbitrators maintained by the Centre;
- (l) “Practice Directions” means the guidelines published by the Centre from time to time, to supplement, regulate and implement these Regulations.
- (m) “Registrar” means the Registrar of the Centre and includes any Deputy Registrar or any other person entrusted with the duties of the Registrar;
- (n) “Regulations” means the India International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations, 2023.
- (o) “Tribunal Secretary” means any person who provides assistance to the Arbitral Tribunal and whose engagement has been consented to by the parties, at the request of the Arbitral Tribunal;
- (2) All other words and expressions used herein but not defined shall have the same meanings respectively assigned to them in the Act or the Arbitration Centre Act, as the case may be.

3. **Application.-** (1) Where parties have agreed to refer their disputes to the Centre for arbitration or to arbitration in accordance with these Regulations (whether before or after a dispute has arisen) or where the Court directs that arbitration be conducted between the parties in accordance with these Regulations, the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by the Centre in accordance with these Regulations as amended from time to time and that such Regulations have been incorporated by reference in the arbitration agreement and/or in a Contract that contains an arbitration clause.

(2) If any of these Regulations are in conflict with any provision of any law applicable to the arbitration or the arbitration agreement from which the parties cannot derogate, the provision of law or the agreement, as the case may be, shall prevail.

4. **Communication and calculation of period of time.-** (1) For the purposes of these Regulations, any notice, communication or proposal shall be in writing, hereinafter referred to as the written communication and any such written communication may be delivered personally or by registered post or by a courier service, or transmitted by any form of electronic communication or delivered by any other means that provides a record of its transmission or in any other manner

as may be directed by the Arbitral Tribunal. Such written communication shall be deemed to have been received if it is delivered -

- (i) to the addressee personally; or
- (ii) to his habitual residence, place of business or designated address; or
- (iii) to any address agreed by the parties for service of communication; or
- (iv) according to the practice of the parties in prior dealings; or
- (v) to his known email address; or
- (vi) if none of the aforesaid can be found after making reasonable inquiry, then at the addressee's last-known place of business or residence.

Explanation. – For the purpose of these Regulations, “electronic communication” shall include electronic mail and facsimile and any other type of communication which provides a record of transmission.

(2) Any written communication shall be deemed to have been received on the day when it is delivered or, in the case of electronic means, transmitted, and such time shall be determined with reference to the time zone of the seat of arbitration. In the event no place / seat of arbitration has been chosen by the parties or determined by the Registrar or by the Arbitral Tribunal, the time of receipt shall be construed based on Indian Standard Time (IST).

(3) For the purposes of calculating any period of time under these Regulations, such period shall begin to run on the day following the day when a written communication is deemed to have been received pursuant to Sub-Regulation (2). When the day next following such date is a non-business day in the place of receipt pursuant to Sub-Regulation (1), the time period commences on the first following business day. If the last day of such period is a non-business day at the place of receipt, the period is extended until the first business day which follows.

(4) Non-business days occurring during the running of the period of time are included in calculating the period.

(5) After the constitution of the Arbitral Tribunal, where any party delivers any written communication to the Arbitral Tribunal, it shall simultaneously deliver an electronic copy to each arbitrator, all other parties and the Centre and it shall confirm in writing to the Arbitral Tribunal that it has done so or is doing so.

(6) The Registrar may, if the circumstances so warrant, amend the time limits provided for in these Regulations, as well as any time limits that the Registrar has set. The Registrar shall not amend any time limits agreed by the parties or set by the Arbitral Tribunal or Emergency Arbitrator unless the parties agree or the Arbitral Tribunal or Emergency Arbitrator directs otherwise.

5. Request for arbitration.- (1) Arbitration proceedings under these Regulations shall commence,-

- (i) when a party makes a request in writing by uploading it on the portal provided on the website of the Centre (indiaiac.org) or by way of an email to the Registrar in accordance with Sub-Regulation (2) to commence the arbitration; or
- (ii) on receipt of an order of a Court referring the parties to arbitration.

(2) When a party files a Request for Arbitration, it shall contain or be accompanied by-

- (i) in cases covered by clause (ii) of Sub-Regulation (1), order of the Court referring the parties to arbitration;
- (ii) the complete arbitration clause or the separate arbitration agreement that is invoked including where the parties have agreed for conduct of arbitration by or through the Centre;
- (iii) a reference to and, where possible, a copy of the contract or other instruments out of, or in relation to, which the dispute arises;
- (iv) the full names and contact details, including postal address or addresses, telephone number, facsimile number and electronic mail address, to the extent known, of the parties to the arbitration and their legal representatives, if any;
- (v) a statement briefly describing the nature and circumstances of the dispute and the claims advanced by the Claimant against any other party to the arbitration (each such other party hereafter to be called as the Respondent), specifying the relief claimed, including the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
- (vi) a statement of any matters which the parties have previously agreed pertaining to conduct of the arbitration or with respect to which the Claimant wishes to make a proposal such as, the number of arbitrators, governing law of the contract, governing law of arbitration, the language of the arbitration and seat of arbitration.

- (vii) unless the parties have agreed otherwise including stating that appointment of arbitrator is to be done by the Centre or except where an arbitrator has been named by the Court, the nomination of an arbitrator, if the arbitration agreement provides for three arbitrators, or a proposal nominating a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
- (viii) confirmation that copies of the request for arbitration and any documents, or as the case may be, exhibits have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the Centre of actual delivery including the date of delivery; and
- (ix) confirmation that the requisite filing fee or administration charges has been paid and failing which, the Request for Arbitration shall be treated as not complete and the arbitration as not having been commenced.

(3) Party making the Request for Arbitration may also file a Statement of Claim, referred to in Regulation 18, along with the Request.

(4) For the removal of doubt, it is clarified that the contents of the Request for Arbitration does not prevent a party from subsequently adding, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs claimed, subject to Regulation 15, such matters and reliefs fall within the scope of the arbitration agreement and are relevant to the dispute.

(5) Subject to the Centre's actual receipt of the requisite filing fee, the date of receipt of the complete Request for Arbitration by the Centre shall be deemed to be the date of commencement of the arbitration.

(6) For the removal of doubt, it is clarified that the Request for Arbitration is deemed to be complete when all the requirements of Sub-Regulation (2) are fulfilled or when the Centre determines that there has been substantial compliance with such requirements and notifies the parties of the date of commencement of the arbitration.

6. Response to the Request for Arbitration.—(1) The Respondent shall send to the Claimant and the Centre a Response within fifteen days of the receipt of the Request for Arbitration by uploading it on the portal provided on the website of the Centre (indiaiac.org) or by way of an email, which shall contain or be accompanied by-

- (a) a confirmation or denial of all or part of the claims, including the Claimant's invocation of the arbitration agreement;
 - (b) the full names and contact details (including postal address, telephone number and mobile number, facsimile number and electronic mail address of the Respondent and its legal representatives and successor in interest, if any;
 - (c) a statement briefly describing the nature and circumstances of the dispute and the defence to the claim, and a brief statement describing the nature and circumstances of any Counterclaims, specifying the relief claimed, including the amounts of any quantified Counterclaims and, to the extent possible, an estimate of the monetary value of any other Counterclaims;
 - (d) any comment in response to any statements contained in the Request for Arbitration, or with respect to which the Respondent wishes to make a proposal, on matters relating to the conduct of the arbitration such as the number of arbitrators, governing law of the contract, governing law of the arbitration, the language of the arbitration and the seat/place of arbitration;
 - (e) unless the parties have agreed otherwise including an agreement that the appointment of arbitrator is to be done by the Centre,-
 - (i) where the arbitration agreement provides for a sole arbitrator, concurrence or otherwise with the Claimant's proposal for a sole arbitrator.
 - (ii) where the arbitration agreement provides for three arbitrators, the nomination of arbitrator as envisaged in such agreement.
 - (f) confirmation that copies of the Response and the documents, or as the case may be, exhibits relied on have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, by documentary proof satisfactory to the Centre of actual delivery including the date of delivery;
 - (g) confirmation that the requisite filing fee or administration charges have been paid for any counterclaim.
- (2) The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Regulation 19.
- (3) For the removal of doubt, it is clarified that the contents of the Response do not restrict the Respondent from subsequently adding, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs claimed, subject to Regulation 18, such matters and reliefs fall within the scope of the arbitration agreement and are relevant to the dispute.

7. Joinder of Additional Parties

(1) Prior to the constitution of the Arbitral Tribunal, a party or non-party to the arbitration may file an application with the Registrar for one or more additional parties to be joined in an arbitration pending under these Regulations, as a Claimant or a Respondent, provided that any of the following criteria is satisfied:

- a) the additional party to be joined is *prima facie* bound by the arbitration agreement; or
- b) all parties, including the additional party to be joined, have consented to the joinder of the additional party.

(2) An application for joinder shall include:

- a) the case reference number of the pending arbitration;
- b) the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
- c) whether the additional party is to be joined as a Claimant or a Respondent;
- d) identification of the relevant arbitration agreement and a copy of such agreement;
- e) a reference to the contract or other instrument out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument; and
- f) a brief statement of the facts and legal basis supporting the application.

(3) The party or non-party applying for joinder shall, at the same time as it files an application for joinder with the Registrar, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

(4) The Chairperson shall, after considering the views of all parties, including the additional party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder. The Chairperson's decision to grant an application for joinder is without prejudice to the Arbitral Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Chairperson's decision to reject an application for joinder, in whole or in part, is without prejudice to any party's or non-party's right to apply to the Arbitral Tribunal for joinder pursuant to sub-regulation 6.

(5) Where an application for joinder is granted under sub-regulation 4, the Chairperson may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all parties, including the additional party joined, Regulations 9 to 13 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Chairperson's decision under sub-regulation 4.

(6) After the constitution of the Arbitral Tribunal, a party or non-party to the arbitration may apply to the Arbitral Tribunal for one or more additional parties to be joined in an arbitration pending under these Regulations as a Claimant or a Respondent, provided that any of the following criteria is satisfied:

- a) the additional party to be joined is *prima facie* bound by the arbitration agreement; or
- b) all parties, including the additional party to be joined, have consented to the joinder of the additional party.

(7) Subject to any specific directions of the Arbitral Tribunal, the provisions of sub-regulation 2 shall apply, *mutatis mutandis*, to an application for joinder under sub-regulation 6.

(8) The Arbitral Tribunal shall, after giving all parties, including the additional party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under sub-regulation 6. The Arbitral Tribunal's decision to grant an application for joinder under this Regulation is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.

(9) Without prejudice to the powers of the Chairperson pursuant to sub-regulation 5, where an application for joinder is granted under sub-regulation 4 or sub-regulation 8, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Arbitral Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Regulation 14.

(10) Where an application for joinder is granted under sub-regulation 4 or sub-regulation 8, the requisite filing fee under these Regulations shall be payable for any additional claims or counterclaims.

8. **Consolidation mechanism.-** (1) At the request of a party (the Request for Consolidation), and after consulting with the other parties and the constituted Arbitral Tribunal, if any, in the first arbitration matter, the Chairperson may consolidate two or more arbitrations pending under these Regulations into a common arbitration where.-

- (i) the parties agree to the consolidation; or
- (ii) all of the claims in the arbitrations are made under the same arbitration agreement.
- (iii)

(2) The party making the request shall provide copies of the request for consolidation to all other parties and to the Arbitral Tribunal constituted, if any, in the first arbitration matter.

(3) In deciding whether to consolidate, the Chairperson shall take into account all the circumstances of the case and he shall endeavour to determine any application for consolidation within a period of fourteen days following the receipt of the request for consolidation.

(4) Where the Chairperson decides to consolidate two or more arbitrations under Regulation 7.1, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or the Chairperson decides otherwise, taking into account the circumstances of the case. The Registrar shall provide copies of the decision of the Chairperson to all parties and to the Arbitral Tribunal constituted, if any, in the first arbitration matter.

(5) Where the first Arbitration has not commenced, the Chairperson may appoint either a sole Arbitrator or multi member tribunal after taking into account the arbitration agreements. However, if the proceedings have commenced in other arbitration proceedings, other than the first, the Chairperson shall decide to consolidate the proceedings in view of the terms of the agreements.

- (6) The decision of the Chairperson as to consolidation will be final and binding on the parties.
- (7) The Centre may suitably adjust its administrative fees and the Arbitral Tribunal's fees (where appropriate) after a decision to consolidate has been made.

9. **Disclosure on independence and impartiality of the arbitrators.-** (1) Where a person is approached in connection with his possible appointment as an arbitrator, he shall disclose in writing any circumstances—

(a) the existence, either direct or indirect, of any past or present, relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, and any relationship with or previous appointments made by Counsel, Advocates and / or Solicitors involved in the arbitration, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

(b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within the time stipulated, as applicable.

Explanation 1.— The grounds stated in the Fifth Schedule to the Act shall guide in determining whether such circumstances exist which give rise to justifiable doubts as to the independence or impartiality of an arbitrator.

(2) The disclosure shall be made by such person in the form specified in the Sixth Schedule to the Act.

(3) An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall, without delay, disclose to the parties in writing any circumstances referred to in Sub- Regulation (1), unless they have already been informed of them by him.

(4) Notwithstanding any prior agreement to the contrary, 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 to the Act shall be ineligible to be appointed as an arbitrator:

Provided that parties may, subsequent to disputes having arisen between them, waive the applicability of this Sub-Regulation by an express agreement in writing.

(5) No party or anyone acting on its behalf shall at any time, have any *ex parte* communication relating to the case with any arbitrator once appointed.

10. Appointment and Confirmation of Arbitrators- (1) Unless the parties have agreed otherwise, a sole arbitrator shall be appointed.

(2) Subject to the agreement between the parties, the parties may nominate an arbitrator from the Panel of Arbitrators subject to sub-clause 3.

(3) The Chairperson may appoint any other arbitrator nominated by a party on sufficient grounds in exceptional circumstances. Such Arbitrator such conduct proceedings under these Regulations.

(4) If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person including the arbitrators already appointed, that agreement shall be treated as an agreement to nominate an arbitrator under these Regulations.

(5) The Chairperson alone shall be empowered to appoint arbitrators including from the panel of arbitrators maintained by the Centre and in all cases, the arbitrators nominated by the parties, or by any third person, shall be subject to appointment by the Chairperson in his discretion.

(6) In appointing an arbitrator under these Regulations, due consideration shall be given to any qualifications required of the arbitrator by the agreement of the parties, and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator appropriate for the arbitration. The Chairperson shall also consider whether the arbitrator has sufficient time, availability and ability to conduct the case in a prompt and efficient manner.

(7) The Chairperson shall appoint an arbitrator as soon as practicable. Any decision by the Chairperson to appoint an arbitrator under these Regulations shall be final and binding on the parties.

11. Sole Arbitrator - (1) If a sole arbitrator is to be appointed, either party may propose to the other party the names of one or more persons to serve as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, the Chairperson may appoint the nominee agreed to by the parties.

(2) If within 28 days after the date of commencement of the arbitration, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the Chairperson shall appoint the sole arbitrator.

12. Three Arbitrators – (1) If three arbitrators are to be appointed, each party shall nominate one arbitrator. If a party fails to make a nomination of an arbitrator within 14 days after receipt

of a party's nomination of an arbitrator, the Chairperson shall proceed to appoint an arbitrator on its behalf.

(2) Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties, the Chairperson shall appoint the third arbitrator, who shall be the presiding arbitrator.

13. Multi-Party Appointment of Arbitrator(s) – (1) Where there are more than two parties to the arbitration, and a sole arbitrator is to be appointed, the parties may agree to jointly nominate the sole arbitrator. In the absence of such joint nomination having been made within 28 days of the date of commencement of the arbitration, the Chairperson shall appoint the sole arbitrator.

(2) Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimants shall jointly nominate one arbitrator and the Respondents shall jointly nominate one arbitrator. Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties, the Chairperson shall appoint the third arbitrator, who shall be the presiding arbitrator. In the absence of both such joint nominations having been made within 28 days of the date of commencement of the arbitration, the Chairperson shall appoint all three arbitrators and shall designate one of them to be the presiding arbitrator.

14. Challenge of Arbitrators.-(1) An arbitrator may be challenged by any party 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 *de jure* or *de facto* unable to fulfil his functions or is not fulfilling those functions in accordance with these Regulations or within the prescribed time limits.

(2) A party may challenge the arbitrator nominated by him only for reasons of which he becomes aware after such nomination has been made.

(3) A party who intends to challenge the appointment of an arbitrator shall send a notice of challenge within fourteen 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 Sub-Regulation (1) becomes known to that party.

- (4) The Notice of Challenge shall be filed with the Registrar and shall be sent simultaneously to the other party, the arbitrator who is being challenged and the other members of the Arbitral Tribunal.
- (5) The Notice of Challenge shall be in writing and shall state the reasons for the challenge.
- (6) The Registrar may, in his discretion, order a suspension of the arbitration until the challenge is resolved, but shall not be obliged to do so.
- (7) When an arbitrator is challenged by one party, and the other party does not dispute the challenge made by the first party within a period of seven days from the date of receipt of the notice of challenge, the Chairperson may remove such arbitrator. The challenged arbitrator may also withdraw voluntarily from his office. In neither case does this imply acceptance of the validity of any of the grounds for the challenge.
- (8) In instances referred to in Sub-Regulation 13 (7), a substitute arbitrator shall be appointed in accordance with the procedure referred to in Regulation 14.
- (9) If the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily, the Chairperson shall decide such challenge and he may request comments, or as the case may be, submissions on the challenge to be made by the parties and the arbitrator and set a schedule for such comments or submissions to be made.
- (10) If the Chairperson upholds the challenge, a substitute arbitrator shall be appointed in accordance with the procedure as applicable under Regulation 14.
- (11) If the Chairperson rejects the challenge, the arbitrator shall continue with the arbitration.
- (12) The Registrar may fix the costs of the challenge and may direct by whom and how such costs should be borne.
- (13) The Registrar may call for deposits towards the costs of the challenge and may set a time limit for the payment of such deposits. If the party making the challenge fails to pay the deposit within the time limit set by the Registrar, the challenge shall be considered as withdrawn.
- (14) The Chairperson's decision made under this Regulation shall be final and binding on the parties.

15. Substitution of Arbitrator.- (1) An arbitrator shall be substituted upon death, resignation, acceptance by the Chairperson of a challenge, or receipt by the Chairperson of a written request

by all the parties for the removal of the arbitrator and such request being accepted by the Chairperson.

(2) An arbitrator shall be substituted on the Chairperson's own initiative, when he decides that the arbitrator is prevented *de jure* or *de facto* from fulfilling the arbitrator's functions.

(3) When, on the basis of information that has come to his attention, the Chairperson considers applying Sub-Regulation 14 (2), he shall decide on the matter after the arbitrator concerned and the parties have had an opportunity to comment on the proposal for substitution in writing within a period of 14 days and those comments shall be communicated to the parties and to the Arbitral Tribunal.

(4) When an arbitrator is to be substituted for any reason, a substitute arbitrator shall be appointed as per the procedure applicable to the appointment of the arbitrator who is being substituted.

(5) Once reconstituted, and after having invited the comments of the parties, the Arbitral Tribunal shall determine, if and to what extent the proceedings that have already taken place, shall be repeated before the reconstituted Arbitral Tribunal.

(6) Notwithstanding Sub-Regulation 14 (5)- (a) if the sole or presiding arbitrator is substituted, any hearings held previously shall be held again, unless otherwise agreed by the parties; (b) if any other arbitrator is substituted in a three-member Arbitral Tribunal such prior hearings may be held again at the discretion of the Arbitral Tribunal after consulting with the parties; (c) if the Arbitral Tribunal has issued an interim or partial Award, any hearings related to such Award, shall not be held again, and such interim or partial Award shall remain in effect.

16. Fast Track Procedure- (1) Prior to the constitution of the Arbitral Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Fast Track Procedure under this Regulation where either of the following criteria is satisfied:

a) the likely amount in dispute does not exceed the amount of, or the equivalent amount of INR 5 Crores (Rs 5,00,00,000), representing the aggregate of the claim, counterclaim and any set-off; or

b) the parties so agree in writing.

The party making an application under this Regulation shall, at the same time as it files an application for the proceedings to be conducted in accordance with the Fast Track Procedure with

the Registrar, send a copy of the application to the other party and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

(2) Where a party has filed an application with the Registrar under this Regulation, and where the Chairperson determines, after considering the views of the parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Fast Track Procedure, the following procedure shall apply notwithstanding any contrary terms in the arbitration agreement between the parties:

- (i) the case shall be referred to a sole arbitrator, unless the Chairperson determines otherwise;
- (ii) the Registrar may shorten any time-lines under these Regulations;
- (iii) the Arbitral Tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed unless agreed otherwise by the parties;
- (iv) the Arbitral Tribunal shall have the power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (v) an oral hearing may be held only if all the parties make a request or if the Arbitral Tribunal considers it necessary to have an oral hearing for clarifying certain issues;
- (vi) 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.
- (vii) the Award under this Regulation shall be made within a period of six months from the date the Arbitral Tribunal enters upon reference.
- (viii) if Award is not made within said period of six months, the mandate of the Tribunal shall terminate unless an extension of time to make the Award has been granted by the Registrar in exceptional circumstances.

(3) The Arbitral Tribunal may, upon application by a party, and after giving the parties the opportunity to be heard and in consultation with the Registrar, order that the arbitral proceedings shall no longer be conducted in accordance with the Fast Track Procedure. Where the Arbitral Tribunal allows such an application, the arbitration shall continue to be conducted by the same

Arbitral Tribunal that was constituted to conduct the arbitration in accordance with the Fast Track Procedure.

17. Emergency Arbitrator.— (1) In cases of exceptional emergency, a party may apply to the Registrar in writing for emergency interim relief at the time of filing or following the filing of the Notice of Arbitration but prior to the constitution of the Arbitral Tribunal.

(2) The party making an application under Sub-Regulation 17 (1) shall simultaneously send a copy thereof to the other parties to the arbitration. .

(3) The party making such an application 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) pay the relevant application fee for the appointment of the Emergency Arbitrator, and

(c) file proof of service of such application upon the other parties.

(4) The Emergency Arbitrator's fee shall be as specified in these Regulations and the party invoking the provision of Emergency Arbitrator shall deposit such fees along with the application.

(5) If the Chairperson is of the view that the Centre should accept the application for emergency interim relief for determination, he shall endeavour to appoint the Emergency Arbitrator within three days (including non-business days) of receipt by the Registrar of such request.

(6) Prior to accepting his appointment, a prospective Emergency Arbitrator must disclose to the Registrar any facts or circumstances which may give rise to justifiable doubts as to his impartiality or independence.

(7) Any challenge to the appointment of the Emergency Arbitrator shall be made within one business day of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator and the circumstances which form the basis for the challenge shall be disclosed.

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

(9) The Emergency Arbitrator so appointed shall schedule a hearing including the filing of submissions and documents by the parties within two business days of his appointment and 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.

(10) The parties shall comply with any order or partial order made by the Emergency Arbitrator.

(11) The Emergency Arbitrator shall have the power to order any interim relief that he deems necessary.

(12) An order of the Emergency Arbitrator shall be made in writing, with a brief statement of reasons and shall be signed. Where the seat / place of arbitration is in India the order of the Emergency Arbitrator shall be enforceable in the manner as provided in Section 17 (2) of the Act or any statutory modifications thereof.

(13) The Emergency Arbitrator shall ensure that the entire process from his appointment as the Emergency Arbitrator to making the order shall be completed within fifteen days and the said period may only be extended by the Registrar in exceptional circumstances or by written agreement of all the parties to the said proceedings.

(14) The Emergency Arbitrator shall become *functus officio* after the order is made and shall not be a part of the Arbitral Tribunal, which may be formed subsequently and in accordance with these Regulations unless otherwise agreed to by all the parties.

(15) 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 Arbitral Tribunal may be required to determine.

(16) The order passed by the Emergency Arbitrator shall remain operative for a period of two months from the date of passing of the order unless modified, substituted or vacated by the Arbitral Tribunal and the Arbitral Tribunal shall have the power to extend the said order beyond the period of two months.

(17) 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.

18. Interim Measures by the Arbitral Tribunal – (1) Subject to the provisions of the Act, a party may, during the arbitral proceedings apply to the Arbitral Tribunal for an interim measure of protection in respect of the subject matter of the dispute as it may consider necessary, including

—

- (i) the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
 - (ii) 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) order any party to provide for security for legal or other costs in any manner the Tribunal deems appropriate ;
 - (d) 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 authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party or authorising 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;
 - (e) order any party to produce any document in its possession or control which the Tribunal considers relevant to the dispute ;
 - (f) interim injunction or the appointment of a receiver;
 - (g) such other interim measures of protection as may appear to the Arbitral Tribunal to be just and convenient;
- (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.

19. Statement of Claim.- (1) Unless already submitted pursuant to Regulation 5 (3), the Claimant shall, within a period of time to be determined by the Arbitral Tribunal send to the Respondent and the Arbitral Tribunal (with a copy to the Centre) by uploading it on the portal provided on the website of the Centre (indiaiac.org) or by way of an email, a Statement of Claim setting out in full detail —

- (i) a statement of facts supporting the claim;
- (ii) copies of supporting documents; and
- (iii) the relief claimed, together with the amount of all quantifiable claims.

(2) If the Claimant fails within the time specified to submit its Statement of Claim, the Arbitral Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate, unless a Respondent has brought a Counterclaim and wishes the arbitration to continue.

20. Statements of Defence and Counterclaim.- (1) Unless already submitted pursuant to Regulation 6 (2), the Respondent shall within a period of time as may be determined by the Arbitral Tribunal, send to the Claimant and the Arbitral Tribunal (with a copy to the Centre) by uploading it on the portal provided on the website of the Centre (indiaiac.org) or by way of an email, a Statement of Defence setting out its full defence to the Statement of Claim.

(2) The Statement of Defence may also include a Counterclaim (if any), which shall comply with the requirements of Regulation 18 (1).

(3) If a Counterclaim is made, the Claimant shall within a period of time to be determined by the Arbitral Tribunal, send to the Respondent a Statement of Defence to the Counterclaim (with a copy to the Centre), setting out its full defence to the Counterclaim.

(4) If the Respondent fails to submit a Statement of Defence, or, if at any stage any party fails to avail itself of the opportunity to present its case in the manner directed by the Arbitral Tribunal, the Arbitral Tribunal may nevertheless proceed with the arbitration.

21. Amendments to the Statements of Claim or Defence.- (1) Subject to the provisions of the Act, with the leave of the Arbitral Tribunal a party may amend, supplement or modify its Claim, Counterclaim or other Pleadings, unless the Arbitral Tribunal considers it inappropriate to allow such amendment, having regard to the delay in making the request:

(2) The Registrar, may modify or vary the Arbitral Tribunal's fees and the Centre's fees if a party is permitted to amend its Claim or Counterclaim, as appropriate.

22. Further Pleadings.-

The Arbitral Tribunal shall decide whether further pleadings shall be required from the parties or may be presented by them and it shall fix the periods of time for communicating such pleadings, if any.

23. Powers of the Arbitral Tribunal

Unless otherwise agreed by the parties, in addition to the other powers specified in these Regulations, and except as prohibited by the mandatory rules of law applicable to the arbitration, the Arbitral Tribunal shall have the power to:

- a. except as provided in these Regulations, extend or abbreviate any time limits prescribed under these Regulations or by its directions;
- b. conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient;
- c. order the parties to make any property or item in their possession or control available for inspection;
- d. order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;
- e. order any party to produce to the Arbitral Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession or control which the Arbitral Tribunal considers relevant to the case and material to its outcome;
- f. issue an order or Award for the reimbursement of unpaid deposits towards the costs of the arbitration;
- g. direct any party or person to give evidence by affidavit or in any other form;
- h. direct any party to take or refrain from taking actions to ensure that any Award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a party or otherwise;
- i. order any party to provide security for legal or other costs in any manner the Arbitral Tribunal thinks fit;
- j. order any party to provide security for all or part of any amount in dispute in the arbitration;

- k. proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Arbitral Tribunal's orders or directions or any partial Award or to attend any meeting or hearing, and to impose such sanctions as the Arbitral Tribunal deems appropriate in relation to such failure or refusal;
- l. decide, where appropriate, any issue not expressly or impliedly raised in the submissions of a party provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond;
- m. determine the law applicable to the arbitral proceedings; and
- n. determine any claim of legal or other privilege.

24. **Jurisdiction.**- (1) If a party objects to the existence or validity of the arbitration agreement, or to the competence of the Centre to administer an arbitration, before the Arbitral Tribunal is appointed, the Chairperson shall determine the objection.

(2) If the Chairperson sustains the objection, the proceedings shall be terminated.

(3) Any determination by the Chairperson dismissing the objection shall be without prejudice to the power of the Arbitral Tribunal to rule on its own jurisdiction.

(4) The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, termination or validity of the arbitration agreement.

(5) A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in a Statement of Defence or in a Statement of Defence to the Counterclaim and a failure by a party to raise a jurisdictional objection by then shall be treated as an express waiver of that objection.

(6) The Arbitral Tribunal may rule on an objection referred to in Regulation 24 (5) either as a preliminary question or in an Award on the merits.

25. **Conduct of proceedings.** - (1) The Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate to ensure the cost effective, fair and timely resolution of the dispute.

(2) As soon as practicable after the appointment of all arbitrators, the Arbitral Tribunal shall conduct a preliminary meeting with the parties (in person or by telephone conference or by video conference), to discuss the procedures that will be most appropriate and efficient for the case.

(3) During or following the preliminary meeting, the Arbitral Tribunal shall establish the procedural timetable that it intends to follow for the conduct of the arbitration (including a timeline for the parties to lead evidence and make oral submissions on a day-to-day basis). and shall communicate the procedural timetable to the parties and the Centre.

(4) To ensure continued effective case management, the Arbitral Tribunal after consulting the parties, may adopt further procedural measures or modify the procedural timetable from time to time and all such modified procedural timetables and orders shall be communicated to the parties and the Centre.

(5) The filing of the Statement of Claim and Statement of Defence shall be completed within a period of six months from the date the arbitrator or all the arbitrators, as the case may be, received notice, in writing of their appointment.

(6) The Arbitral Tribunal may frame a list of Issues after the Pleadings are completed, if it deems it appropriate to do so.

(7) The Arbitral Tribunal may proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Regulations or with the Arbitral Tribunal's orders or directions, or any partial or interim Award or to attend any meetings or hearings, and may impose such sanctions as the Arbitral Tribunal deems appropriate in such circumstances.

26. **Language.-** (1) Unless the parties have agreed otherwise, the language of the arbitration shall be English.

(2) If a document is in a language other than the language of the arbitration, the Arbitral Tribunal, or if the Arbitral Tribunal has not been established, the Registrar, may order that a party to submit a translation in a form to be determined by the Arbitral Tribunal or the Registrar.

27. **Party Representatives** (1) Any party may be represented by legal practitioners or any other authorised representatives. The Registrar and/or the Arbitral Tribunal may require proof of authority of any party representatives.

(2) Any change or addition by a party to its representatives shall be promptly communicated in writing to the Registrar, the Arbitral Tribunal (if appointed) and the other parties.

28. **Place / Seat of Arbitration.** - (1) The parties may agree on the place / seat of arbitration. Failing such an agreement, the place / seat of arbitration shall be determined by the Arbitral Tribunal having regard to the circumstances of the case.

(2) The Arbitral Tribunal, in consultation with the parties may hold all proceedings including hearings either physically, virtually or in a hybrid manner. Where the Arbitral Tribunal decides to hold the hearings (including for recording of evidence) physically it may hold it at any location agreed to by the parties or where there is no such agreement hold it at a place which the Arbitral Tribunal considers convenient or appropriate, after consulting the parties.

29. **Applicable law.**- (1) The Arbitral Tribunal shall, for deciding the merits of the dispute, apply the law or rules, as the case may be, agreed upon by the parties and in case of failure of such agreement between the parties, the Arbitral Tribunal shall decide the dispute on merits by applying the law or rules which it determines to be appropriate in the facts and circumstances of the case.

(2) In an arbitration other than international commercial arbitration, the Arbitral Tribunal shall decide the dispute submitted to arbitration in accordance with the law for the time being in force in India.

(3) The Arbitral Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised the Arbitral Tribunal to do so.

(4) In all cases, the Arbitral Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any trade usages applicable to the transaction to the extent that the Arbitral Tribunal considers it relevant to the arbitration.

30. **Hearings.**— (1) Unless the parties have agreed otherwise, the Arbitral Tribunal shall if either party so requests or the Arbitral Tribunal so decides, hold a hearing for the presentation of evidence and for oral arguments on an interim application and on the merits of the dispute.

(2) The Arbitral Tribunal shall fix the date, time and place of any meeting or hearing and shall give the parties reasonable notice in advance.

(3) If any party to the proceedings, without sufficient cause, fails to appear at a hearing, the Arbitral Tribunal may proceed with the arbitration and may make the Award based on the evidence and submissions before it.

(4) Unless the parties agree otherwise, all meetings and hearings shall be in private, and any recordings, transcripts, documents or other materials used in the proceedings shall remain confidential.

31. **Witnesses.-** (1) Before any hearing, the Arbitral Tribunal may require any party to give a list of witnesses, including expert witnesses, whom it intends to produce, the subject matter of their testimony and its relevance to the issues.

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

(3) The Arbitral Tribunal shall determine the manner in which witnesses are to be examined, and may direct that the testimony of any witness be presented in written form.

32. **Arbitral Tribunal-appointed experts.-** (1) Unless the parties have agreed otherwise, the Arbitral Tribunal may—

(a) in consultation with the parties, appoint one or more experts to report on specific issues which shall be set out by the Tribunal in writing; and

(b) require a party to give such expert any relevant information, or produce, or provide access to any relevant documents, goods or property for inspection.

(2) Any expert so appointed shall submit a report in writing to the Arbitral Tribunal and upon receipt of said written report, the Arbitral Tribunal shall supply a copy of the report to the parties.

(3) Unless the parties have agreed otherwise, if a party so requests or if the Arbitral Tribunal considers it necessary, any such expert shall after delivery of his written report, participate in an oral hearing where the parties may cross-examine him.

(4) Any expert so appointed shall furnish a declaration that he is and shall continue to be impartial and independent.

(5) The charges and costs relating to the expert shall be borne, as determined by the Arbitral Tribunal.

33. **Making of the Award** - (1) The Arbitral Tribunal, upon being satisfied that the parties have no further relevant and material evidence to produce or submissions to make, shall declare that the proceedings are closed, and the Arbitral Tribunal may, on its own motion or upon application of a party before any Award is made, reopen the proceedings.
- (2) The Arbitral Tribunal shall submit all draft Awards to the Registrar within 60 days from the date on which it declares the proceedings closed unless, in exceptional circumstances, and further to an application by the Arbitral Tribunal or on the Registrar's own motion, the Registrar extends the time for submission of the draft Award.
- (3) The Registrar may suggest changes, within 21 days as to the form of the draft Award and point out any typographical or clerical errors in the draft Award without affecting the decision of the Tribunal.
- (4) The Arbitral Tribunal is at liberty to make such changes, if any, as it deems fit to the Award.
- (5) The Arbitral Tribunal may make separate Awards on different issues at different times.
- (6) Where there is more than one arbitrator, the Arbitral Tribunal shall decide by a majority.
- (7) The Award shall be made in writing and signed by the Arbitral Tribunal and unless agreed otherwise by the parties in writing, the Award shall state the reasons upon which it is based.
- (8) Subject to the provisions of Section 29A of the Act or any statutory modification thereof, where the arbitration is not an international commercial arbitration (i.e. domestic arbitration), the award shall be made by the Arbitral Tribunal within a period of 12 months from the date of filing of the Statement of Defence to the Claim (or) where there is a Counterclaim, within a period of 12 months from the date of filing of the Statement of Defence to the Counterclaim.
- (9) Where the arbitration is an international commercial arbitration seated in India (or) is an arbitration seated outside India, the award shall be made by the Arbitral Tribunal within a period of 12 months from the date of filing of the Statement of Defence to the Claim (or) where there is a Counterclaim, within a period of 12 months from the date of filing of the Statement of Defence to the Counterclaim. The Registrar may, on an application filed by the parties or by the Arbitral Tribunal or on the Registrar's own motion, extend the time for making the Award after taking into consideration the circumstances of the case.
- (10) The Award may be executed in any number of counterparts, each of which is an original and all of which together evidence the same Award.

(11) Where there are three arbitrators and any of them fails to sign the Award, the Award shall state the reason for the absence of the signature.

(12) If the majority members of Arbitral Tribunal sign the Award, it shall be final and binding for the purposes of these Regulations, provided that all arbitrators were provided with a reasonable opportunity to sign the Award.

(13) The Award shall be delivered by the Arbitral Tribunal to the Registrar, who shall transmit certified copies to the parties upon the full settlement of the costs of arbitration.

(14) The Arbitral Tribunal may Award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Arbitral Tribunal determines and in respect of any period, as it determines appropriate.

(15) In the event of a settlement, if the parties so request, the Arbitral Tribunal may render a consent Award recording the settlement, provided always that such Award contains an express statement that it is an Award made with the consent of the parties. A consent Award need not contain reasons.

(16) If the parties do not require a consent Award, the parties shall confirm to the Tribunal and the Registrar that a settlement has been reached.

(17) The Arbitral Tribunal shall be discharged and the arbitration concluded upon payment of any outstanding costs of the arbitration.

(18) By agreeing to arbitration under these Regulations, the parties agree that an Award shall be final and binding on the parties from the date it is made.

34. Costs of Arbitration - (1) The Arbitral Tribunal's fees and the Centre's fees shall be fixed by the Registrar in accordance with the Schedule of Fees as applicable.

(2) The Arbitral Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable Practice Directions.

(3) The Arbitral Tribunal shall specify in the Award, the total amount of the costs of the arbitration. Unless the parties have agreed otherwise, the Arbitral Tribunal shall determine in the Award, the apportionment of the costs of the arbitration among the parties.

(4) The term "costs of the arbitration" includes,—

- (a) the Arbitral Tribunal's fees and expenses
- (b) the Centre's administration fees and expenses;
- (c) the costs of expert advice and of other assistance reasonably required by the Arbitral Tribunal.

35. **Legal and Other Costs** -The Arbitral Tribunal shall have the authority to order in its Award that all or a part of the legal or other costs of a party be paid by another party.

36. **Deposits for Costs of Arbitration.** - (1) The Registrar shall fix the amount of deposits towards costs of the arbitration.

(2) 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 and the Registrar may fix separate advances on costs for claims and counterclaims, respectively.

(3) Where the amount of the Claim or the Counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar, based on the nature of the controversy, the contract amount and the circumstances of the case. The provisional estimate may be adjusted in light of the information as may subsequently become available.

(4) The Registrar may from time to time direct parties to make further advances towards costs of the arbitration incurred or to be incurred on behalf of, or for the benefit of, the parties.

(5) If a party fails to make the deposits as directed, the Registrar may, after consulting the Arbitral Tribunal and after informing the parties, direct the Arbitral Tribunal to suspend the work and set a time limit, not exceeding sixty days, on the expiry of which the relevant Claims or Counterclaims shall stand terminated without prejudice to the party reintroducing the same Claims or Counterclaims in another proceeding de novo, in accordance with law.

(6) Parties are jointly and severally liable for the costs of the arbitration.

(7) Any party is free to pay the whole of the deposits towards costs of the arbitration in respect of the Claim or the Counterclaim, in case the other party fails to pay its share.

(8) If the arbitration is settled or disposed of without a hearing, the costs of arbitration shall be finally determined by the Centre and it shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or disposed.

(9) In the event that the costs of arbitration determined are less than the deposits made, there shall be a refund made to the parties by the Centre in such proportions as the deposits were made unless otherwise agreed by the parties.

(10) All deposits shall be made to and held by the Centre and any interest which may accrue on such deposits shall be retained by it.

(11) The Centre shall have a lien on the arbitral Award for any unpaid costs of the arbitration and the Award shall not be notified to the parties unless all such costs have been fully paid to the Centre by the parties or by any one of them.

37. Exclusion of liability.- (1) The Centre, including the Chairperson, Members, Chief Executive Officer, Registrar, member of any other committee or Chamber of Arbitration of the Centre, other officers, employees, any Arbitrator or Emergency Arbitrator, shall not be liable to any person for any negligence, act or omission in connection with any arbitration governed by these Regulations.

(2) The Centre, including the Chairperson, Members, Chief Executive Officer, Registrar, member of any other committee or Chamber of Arbitration of the Centre, other officers, employees, any Arbitrator or Emergency Arbitrator, shall not be under any obligation to make any statement in connection with any arbitration governed by these Regulations and no party shall seek to make the Chairman, any Members, officers, employees, any Arbitrator or Emergency Arbitrator act as a witness in any legal proceedings in connection with any arbitration governed by these Regulations.

38. Waiver

A party who knows or ought to know of a failure to comply with any of the provisions, or requirement arising under, these Regulations, or of any other rules or Regulations made thereunder and which are applicable to the proceedings, any direction given by the Arbitral Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Arbitral Tribunal or the conduct of the proceedings and yet proceeds with the arbitration without promptly stating its objection or if a time limit is provided for stating that objection, within that period of time, shall be deemed to have waived its right to object.

39. **Confidentiality** - (1) The Parties, the Arbitral Tribunal, an Emergency Arbitrator and the Centre shall at all times treat all matters relating to the proceedings and the Award including the deliberations as confidential.

(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 Arbitral Tribunal on application by a party with proper notice to the other parties.

(3) In this Regulation, “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.

(4) The Arbitral Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a party fails to comply with the provisions of this Regulation.

40. **Decisions of the Chairperson, Members, Chief Executive Officer and Registrar** -(1)

The decisions of the Chairperson, Members, Chief Executive Officer or Registrar with respect to all matters relating to an arbitration conducted under these Regulations shall be conclusive and binding upon the parties and the Arbitral Tribunal. The Chairperson, Members, Chief Executive Officer or the Registrar shall not be required to provide reasons for such decisions, unless expressly provided for in these Regulations or Practice Directions made under these Regulations.

41. Miscellaneous

(1) In all matters not expressly provided for in these Regulations, the Chairperson, Members, Chief Executive Officer, Registrar, and the Arbitral Tribunal shall act in the spirit of these Regulations and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any Award.

(2) The Registrar may from time-to-time issue Practice Directions to supplement, regulate and implement these Regulations for the purpose of facilitating the administration of arbitrations governed by these Regulations.

SCHEDULE OF FEES

I) DOMESTIC ARBITRATION (“DA”)

A. **CASE FILING FEE (DA) -** INR 5,000/-

B. ADMINISTRATION FEES (DA)

S. No.	Amount in Dispute (INR) [Claim + Counterclaim (if any)]	Administration Fees(INR)
(i)	Upto 25,00,000	15,000
(ii)	25,00,001 to 1,00,00,000	25,000
(iii)	1,00,00,001 to 5,00,00,000	50,000
(iv)	5,00,00,001 to 7,00,00,000	75,000
(v)	7,00,00,001 to 10,00,00,000	90,000
(vi)	10,00,00,001 to 25,00,00,000	1,00,000
(vii)	25,00,00,001 and above	1,50,000

Note: The IIAC Administration Fees does not include the following:

- IIAC’s Administrative Expenses in connection with the arbitration

- Cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services)
- GST as may be applicable.

C. ARBITRATOR'S FEES- PER ARBITRATOR (DA)

S. No.	Amount in Dispute (INR) [Claim + Counterclaim (if any)]	Arbitrator's Fee (INR)
(i)	Upto 5,00,000	50,000
(ii)	5,00,001 to 25,00,000	50,000 plus 5% excess over 5,00,000
(iii)	25,00,000 to 1,00,00,000	1,50,000 plus 3.5% excess over 25,00,000
(iv)	1,00,00,001 to 10,00,00,000	4,12,500 plus 3% excess of 1,00,00,000
(v)	10,00,00,001 to 20,00,00,000	31,12,500 plus 1.75% excess of 10,00,00,000
(vi)	20,00,00,001 to 50,00,00,000	48,62,500 plus 1% excess of 20,00,00,000
(vii)	50,00,00,001 to 75,00,00,000	78,62,500 plus 0.25% excess of 50,00,00,000
(viii)	75,00,00,001 to 100,00,00,000	84,87,500 plus 0.10% excess of 75,00,00,000
(ix)	101,00,00,000 to 200,00,00,000	87,37,500 plus 0.03% excess of 100,00,00,000
(x)	Above 200,00,00,000	91,00,000

Note: The Arbitrator's Fees does not include:

- The Expenses of the Arbitrator, which shall be governed by the Practice Directions issued by IIAC.
- GSTas may be applicable.

D. FEES FOR EMERGENCY ARBITRATOR PROCEEDINGS (DA)

Administration Fees of IIAC	-	INR 50,000/-
Emergency Arbitrator's Fees	-	INR 5,00,000/-

Note: The Fees for Emergency Arbitrator proceedings does not include the following:

- IIAC's Administrative Expenses in connection with the Emergency Arbitrator proceedings
- The Expenses of the Emergency Arbitrator, which shall be governed by the Practice Directions issued by IIAC.

- Cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services)
- GST as may be applicable.

II) INTERNATIONAL ARBITRATION (“IA”)

1. **CASE FILING FEE (IA) -** USD 500/- (or equivalent in INR)

2. **ADMINISTRATION FEES (IA)**

S. No.	Amount in Dispute (USD or equivalent in INR) [Claim + Counterclaim (if any)]	Administration Fees (USD or equivalent in INR)
(i)	Up to 50,000	1,000
(ii)	50,001 to 100,000	1,000 plus 2% excess of 50,000
(iii)	100,001 to 500,000	2,000 plus 1% excess over 100,000
(iv)	500,001 to 1,000,000	6,000 plus 0.60% excess over 500,000
(v)	1,000,001 to 2,000,000	9,000 plus 0.30% excess over 1,000,000
(vi)	2,000,001 to 5,000,000	12,000 plus 0.10% excess over 2,000,000
(vii)	Above 5,000,000	15,000

Note: The IIAC Administration Fees does not include the following:

- IIAC’s Administrative Expenses in connection with the arbitration
- Cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services)
- GST as may be applicable.

3. **ARBITRATOR’S FEES - PER ARBITRATOR (IA)**

S. No.	Amount in Dispute (USD or equivalent in INR) [Claim + Counterclaim (if any)]	Arbitrator's Fee (USD or equivalent in INR)
(i)	Up to 50,000	5,000
(ii)	50,001 to 100,000	5,000 plus 10% excess over 50,000
(iii)	100,001 to 500,000	10,000 plus 6% excess over 100,000
(iv)	500,001 to 1,000,000	34,000 plus 4% excess over 500,000
(v)	1,000,001 to 2,000,000	54,000 plus 2.5% excess over 1,000,000
(vi)	2,000,001 to 5,000,000	79,000 plus 1.25% excess over 2,000,000
(vii)	5,000,001 to 10,000,000	116,500 plus 0.6% excess over 5,000,000
(viii)	10,000,001 to 50,000,000	146,500 plus 0.1% excess over 10,000,000
(ix)	50,000,001 to 100,000,000	186,500 plus 0.025% excess over 50,000,000
(x)	Above 100,000,000	200,000

Note: The Arbitrator's Fees does not include:

- The Expenses of the Arbitrator, which shall be governed by the Practice Directions issued by IIAC.
- GST as may be applicable.

4. **FEES FOR EMERGENCY ARBITRATOR PROCEEDINGS (IA)**

Administration Fees of IIAC	-	USD 1,500/- (or equivalent in INR)
Emergency Arbitrator's Fees	-	USD 15,000/-(or equivalent in INR)

Note: The Fees for Emergency Arbitrator proceedings does not include the following:

- IIAC's Administrative Expenses in connection with the Emergency Arbitrator proceedings
- The Expenses of the Emergency Arbitrator, which shall be governed by the Practice Directions issued by IIAC.
- Cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services)
- GST as may be applicable.

III) APPOINTMENT FEES IN AD HOC ARBITRATION MATTERS

Domestic Arbitration

- 1 Arbitrator – INR 5,000/-
- 2 Arbitrators – INR 10,000/-
- 3 Arbitrators – INR 15,000/-

International Arbitration

- 1 Arbitrator – USD 500/- (or equivalent in INR)
- 2 Arbitrators – USD 1,000/- (or equivalent in INR)
- 3 Arbitrators – USD 1,500/- (or equivalent in INR)

Note:

- The Appointment Fees is payable when a request for appointment of arbitrator has been made to the IIAC in an ad hoc arbitration where parties have agreed for the IIAC to make such appointment (either before or after the dispute has arisen). The Appointment Fees is payable by the party making the request for appointment.
- Where a Court refers a matter to the IIAC for appointment of arbitrator on an application made by a party for such appointment, then the Appointment Fees is payable by the party that made an application to the Court for the appointment of arbitrator.
- Where a Court on its own motion refers a matter to the IIAC for appointment of arbitrator, the Appointment Fees is payable by both the parties in equal share. However, either party can pay the entire Appointment Fees.

(Registrar)
India International Arbitration Centre,
New Delhi