

KD LEX CHAMBERS
RULES FOR INTERNATIONAL INSTITUTIONAL ARBITRATION

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PART-1: Introductory Rules

1. Scope of Application

- I. Where the parties have agreed to refer by any agreement, submission or reference howsoever made or evidenced in writing (whether signed or not) provides in whatsoever manner for arbitration under the rules of this institution [**KD Lex Chambers LLP (KDLC)**], the parties thereto shall be taken to have agreed in writing that any arbitration between them shall be conducted in accordance with the provisions of the rules of this institution or such amended rules as this institution may have adopted hereafter to take effect any other rules prevailing in the nation or in the worldwide for giving effect in a better manner.
- II. This institution rule has also been brought up to give effect to the New York Convention, or any other convention to which India is a signatory, or shall be a signatory in the future.
- III. This institution may from time-to-time issue notes and guidelines to supplement, clarify and implement these rules.

2. Definitions

- I. References to "Act" means the Arbitration and Conciliation Act (India),1996 as amended from time to time.
- II. Reference to "Arbitral tribunal" includes one or more arbitrators.
- III. Reference to "claimant" includes one or more claimants.
- IV. Reference to "respondent" includes one or more respondents, and "additional party" includes one or more additional parties.

- V. Reference to “Party” or “Parties” includes claimants, respondents or additional parties;
- VI. Reference to “claim” or “counterclaims” includes any claim or claims by any party against any other party.
- VII. Reference to "Arbitration Agreement" includes one or more arbitration agreements.
- VIII. Reference to "Written Communication" includes all correspondence, notifications, proposals, pleadings, statements, documents, orders and awards that are produced, submitted or exchanged in the arbitration but shall not include the draft awards, draft orders or any documents which administrative nature of works between the Arbitral Tribunal and Institution.
- IX. Reference to "Communication" includes delivery, transmission or notification of a written documentation by hand, registered post, courier service, e-mail, fax service, or other means of telecommunication, which provides a record of a transmission.
- X. Reference to “award” includes, inter alia, an interim, partial, final, or additional award.
- XI. Reference to "Court" means, the same as defined under the Arbitration and Conciliation Act,1996.

3. Notice and Calculation of Time Periods

To any address agreed by the parties:

- I. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered 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 addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.
- II. All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be sent to each party, each arbitrator, and any other

officials as the case may be. Any notification or communication from any officials to the parties shall also be sent to the Arbitrator & the Institution.

- III. All notifications or communications from the arbitral tribunal shall be made to the last address of the party or its representative for whom the same are intended, as notified either by the party in question or by any other party. Such notification or communication may be made by delivery against receipt, registered post, courier, registered email, or any other means of telecommunication that provides a record of the sending thereof.
- IV. Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with the provision of the rules under this act. When the day following such a date is an official holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a nonbusiness day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.
- V. Without prejudice to the effectiveness of any other form of written communication, written communication may be made by fax, email or any other means of electronic transmission affected to a number, address or site of a party.
- VI. The transmission is deemed to have been received on the day of transmission.

4. Request for Arbitration.

1. Any party wishing to commence an arbitration under these/the Rules shall submit its Request for Arbitration (the "Request") to any of the offices registered.
2. The date on which the Request is received by the institution shall, for all purposes, be deemed to be the date of the commencement of the arbitration only after the completion of process of requesting arbitration.
3. The Request shall contain the following information:
 - a) The name in full, description, address and other contact details of each of the parties;

- b) the name in full, address and other contact details of any person(s) representing the claimant in the arbitration;
- c) a description of the nature and circumstances of the dispute giving rise to the claims and on the basis upon which the claims are made;
- d) copy of relevant agreement based on which dispute arise
- e) a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
- f) any relevant agreements and, in particular, the arbitration agreement(s);
- g) where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made;
- h) all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

4. Together with the Request for Arbitration, the claimant shall:

- a. make payment of the filing fee as prescribed under the applicable rules of this act in force on the date the Request is submitted; and
- b) submit a sufficient number of copies of the Request for each other party, each arbitrator, Institution, and any other officials, where the claimant requests transmission of the Request by delivery against receipt, registered post or courier. In the event that the claimant fails to comply with either of these requirements, the institution may fix a time limit within which the claimant must comply, failing which the file shall be closed without prejudice to the claimant's right to submit the same claims at a later date in another Request.
- c) The institution shall transmit a copy of the Request and the documents annexed thereto to the respondent for its Answer to the Request once the institution has sufficient copies of the Request and the required filing fee.

5. Answer to Request: - Counterclaims

1. Within the time period of agreement noticed by the parties if not, within 14 days from receipt of the Request from this Institution (prescribed by the institution itself), the respondent shall submit an answer (the "Answer") which shall contain the following information:

- a) its name in full, description, address and other contact details;
- b) the name in full, address and other contact details of any person(s) representing the respondent in the arbitration;
- c) its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made;
- d) its response to the relief sought;
- e) any observations or proposals concerning the number of arbitrators and their choice in light of the claimant's proposals and in accordance with the provisions of this Act, and any nomination of an arbitrator required thereby; and
- f) any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

The respondent may submit such other documents or information with the Answer as it considers appropriate or as may contribute to the efficient resolution of the dispute.

2. This institution may grant the respondent an extension of the time for submitting the answer, provided the application for such an extension contains the respondent's observations or proposals concerning the number of arbitrators and their choice and, where required under this act, the nomination of an arbitrator. If the respondent fails to do so, the institution shall proceed in accordance with the Rules.

3. The answer shall be submitted in a sufficient number of copies for each other party, each arbitrator and the other officials, as the case may be where the respondent requests transmission thereof by delivery against receipt, registered post or courier.

4. The institution shall communicate the answer and the documents annexed thereto to all other parties.

5. Any counterclaims made by the respondent shall be submitted with the answer and shall provide:

- a) a description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made;
- b) a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;

- c) any relevant agreements and, in particular, the arbitration agreement(s); and
- d) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made.

The respondent may submit such other documents or information with the counterclaims as it considers appropriate or as may contribute to the efficient resolution of the dispute.

6. The claimant shall submit a reply to any counterclaim within 14 days from receipt of the counterclaims communicated by the Institution. The institution may grant the claimant an extension of time for submitting the reply.

6. Joinder of Additional Parties

1. A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the “Request for Joinder”) to the Institution. The date on which the Request for Joinder is received by the institution shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party. Any such joinder shall be subject to the provisions of this institution. Unless all parties, including the additional party, otherwise agree, or as provided for in Rule 6, no additional party may be joined after the confirmation or appointment of any arbitrator. The Institution may fix a time limit for the submission of a Request for Joinder.

2. The Request for Joinder shall contain the following information:

- a. the case reference of the existing arbitration;
- b. the name in full, description, address and other contact details of each of the parties, including the additional party; and
- c. the party filing the Request for Joinder may submit therewith such other documents or information as it considers appropriate or as may contribute to the efficient resolution of the dispute.
- d. the additional party may make claims against any other party in accordance with the provisions of Rule 6 and it does not impact the original arbitration agreement.
- e. Whether the additional party is to be joined as a claimant or a respondent.

- f. If any application being made under the Rule 6 as an additional party, identification of the relevant agreement and, where possible, a copy of such agreement; and
- g. a brief statement of the facts and legal basis supporting the application.

3. Any Request for Joinder made after the confirmation or appointment of any arbitrator shall be decided by the institution once constituted and shall be subject to the additional party accepting the constitution of the Institution and agreeing to the Terms of Reference, where applicable. In deciding on such a Request for Joinder, the Institution shall take into account all relevant circumstances, which may include whether the Institution has prima facie jurisdiction over the additional party, the timing of the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitral procedure. Any decision to join an additional party is without prejudice to the Institution's decision as to its jurisdiction with respect to that party.

7. Multiple Contracts

Where there are disputes arising out of or in connection with more than one contract, the claimant may:

- a. Subject to the provisions of this institution, claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.
- b. The institution has the power to agree and also accept the payment of a single filing fee under these sections for all the arbitration sought to be consolidated.
- c. Where the institution rejects the application for consolidation, in whole or in part, the claimant shall be required to make payment of the requisite filing fee under these sections in respect of each arbitration that has not been consolidated.

8. Consolidation of Arbitrations

The prior to the sought to be consolidated, where the Institution may, at the request of a party, consolidate two or more arbitrations pending under the rules into a single arbitration, where:

- a) all parties have agreed to consolidation; or
- b) all of the claims in the arbitrations are made under the same arbitration agreement or agreements; or
- c) the arbitration agreements are compatible, and: (i) the disputes arise out of the same legal relationships; (ii) a principal of contract and its ancillary contracts; (iii) and same transactions or series of transactions
- d) the claims in the arbitrations are not made under the same legal relationships; related a principal of contract; not on the same transaction's agreement or agreements; the tribunal may not consolidation of arbitrations

When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

PART-2: Composition of the Arbitration Tribunal

9. Number and Appointment of Arbitrator(s)

The composition of arbitral tribunal in the arbitration agreement shall consist of the number of the arbitrators and their appointments are coming under the Rule-10 and Rule-11 of the Rules:

1. Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration.
2. Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality, and independence. The prospective arbitrator shall disclose in writing to the Institution any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality. The Institution shall provide such information to the parties in writing and fix a time limit for any comments from them.
3. An arbitrator shall immediately disclose in writing to the Institution and to the parties any facts or circumstances of a similar nature to those referred to in Rule 13, concerning the arbitrator's impartiality or independence which may arise during the arbitration.
4. The decisions of the Institution as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final.
5. By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.
6. Insofar as the parties have not provided otherwise, the Institution shall be constituted in accordance with the provisions of Rule 10 and Rule 11.
7. In order to assist prospective arbitrators and arbitrators in complying with their duties under Rule 12, each party must promptly inform the Institution, the arbitral tribunal and the other parties, of the existence and identity of any non-party which has entered into an arrangement for

the funding of claims or defenses and under which it has an economic interest in the outcome of the arbitration.

8. The Institution shall be obliged to the New York Convention whereas it deems fit.

9. The Institution shall be obliged to the International Center for the Settlement of International Dispute Convention, whereas it deems fit.

10. The Institution shall be obliged to give effect to the any other conventions to which India is signatory, or shall be signatory.

The disputes shall be decided by a sole arbitrator or by three arbitrators, or any other numbers but it must be an odd. Where the parties have not agreed upon the number of arbitrators, the Institution shall appoint a sole arbitrator, save where it appears to the Institution that the dispute is such as to warrant the appointment of three arbitrators. In such case, the claimant shall nominate an arbitrator within 30 days from receipt of the notification of the decision of the Institution, and the respondent shall nominate an arbitrator within 30 days from receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by the Institution.

10. Sole Arbitrator

1. Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator for confirmation.

2. If the parties fail to nominate a sole arbitrator within 30 days from the date when the claimant's Request for Arbitration has been received by the other party or parties, or within such additional time as may be allowed by the institution, the sole arbitrator shall be appointed by the Institution.

11. Three Arbitrator(s)

1. Where the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the appointment shall be made by the Institution.

2. Where the dispute is to be referred to three arbitrators, the third arbitrator, who will act as president of the arbitration, shall be appointed by the Institution, unless the parties have agreed upon another procedure for such appointment, in which case the nomination will be subject to confirmation pursuant to Rule 11. Should such procedure not result in a nomination within 30 days from the confirmation or appointment of the co-arbitrators or any other time limit agreed by the parties or fixed by the Institution, the third arbitrator shall be appointed by the Institution.

12. Multiple-Party Appointment of Arbitrator(s)

1. Where there are multiple claimants or multiple respondents, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator for confirmation pursuant to Rule 11.

2. Where an additional party has been joined Rule 6, and where the dispute is to be referred to three arbitrators, the additional party may, jointly with the claimant(s) or with the respondent(s), nominate an arbitrator for confirmation pursuant to Rule 11 and subject to Rule 6.

13. Qualifications of Arbitrator(s)

Any arbitrator appointed in an arbitration under these/the Rules, whether or not nominated by the parties, shall be and remain at all times independent and impartial:

1. In appointing an arbitrator under rules, the Institution shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations that are relevant to the impartiality or independence of the arbitrator.

2. The Institution shall also consider whether the arbitrator has the sufficient availability to determine the arbitration case in a prompt and efficient manner that is appropriate given the nature of the arbitration.

3. In confirming or appointing arbitrators, the Institution shall consider the prospective arbitrator's nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals and the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the Rules of this institution. The same shall apply where the Institution confirms arbitrators pursuant to Rule 12.

4. The Institution may confirm as co-arbitrators, sole arbitrators and presidents of arbitral tribunals persons nominated by the parties or pursuant to their particular agreements, provided that the statement they have submitted contains no qualification regarding impartiality or independence or that a qualified statement regarding impartiality or independence has not given rise to objections.

5. The Institution may also appoint directly to act as arbitrator any person whom it regards as suitable where:

- i. one or more of the parties is a state or may be considered to be a state entity;
- ii. the Court considers that it would be appropriate to appoint an arbitrator from a country or territory. (i.e. Nationality of Arbitrator)

14. Challenge of Arbitrator(s)

A party may challenge an arbitrator appointed or who's nominated has participated in arbitration to determine whether circumstances existing which give rise to justifiable doubts as to the independent or impartiality of an arbitrator may:

(a) A challenge of an arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by the submission to the Institution of a written statement specifying the facts and circumstances on which the challenge is based.

(b) For a challenge to be admissible, it must be submitted by a party either within 30 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date when the party making the challenge was informed of the facts

and circumstances on which the challenge is based in such date is subsequent to the receipt of such notification.

(c) The Institution shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Institution has afforded an opportunity for the arbitrator concerned, In writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.

15. Procedure: Challenge of arbitrator(s)

When the parties are free to agree on a procedure for challenging an arbitrator:

- a. a party who intends to challenge an arbitrator shall, within 15 days of after constitution of tribunal, aware that the arbitrator's justifiable doubts as to their independence or impartiality
- b. unless the arbitrator(s) challenged under Rule 14 withdrawal of their office or other party agrees the challenged arbitrator(s), the tribunal shall decide on the challenge
- c. parties can challenge the arbitrator(s) under the any procedure agreed on

16. Decision on challenge:

When the termination or substitute of arbitrator by another arbitrator shall be decided by:

- The Institution may decide the challenge of arbitrator(s) under the Act (the Arbitration and Conciliation Act,1996), is not successful, thereafter the tribunal may procedure with arbitration proceedings
- Any of the party may not agree the challenge of arbitrator(s), the Institution terminate the challenge, shall continue with proceedings

17. Replacement of an Arbitrator(s)

When an arbitrator is to be replaced, the Institution has discretion to decide whether or not to follow the original nominating process. Once reconstituted, and after having invited the parties to comment, the institution shall determine if and to what extent prior proceedings shall be repeated before the reconstitution. The replacement of an Arbitrator(s) may:

- a. Failure or Impossibility of Rules done by the arbitrator(s): he /she becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay, and
- b. Controversy remains on the ground of challenge of arbitrator(s) shall be successful
- c. Where the arbitrator(s) themselves withdraws from the arbitration

PART-3: Arbitral Proceeding(s)

18. Seat of the Arbitration

The place of the arbitration shall be fixed by the Institution, unless otherwise agreed upon by the parties. The place of the arbitration includes the seat of the arbitration and venue of the arbitration. The seat of arbitration, the parties or the Institution may:

- i. The parties may agree on the seat of the arbitration. Failing such an agreement, the seat of the arbitration shall be determined by the Institution having regard to all circumstances of the case.
- ii. The Institution may, after consulting the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.
- iii. The Institution may deliberate at any location it considers appropriate for the better settlement & cost-effective.

19. Language of the Arbitration

1. The parties are free to agree upon the language or languages to be used in the arbitral proceedings
2. In the absence of an agreement by the parties, the Institution shall determine the language or languages of the arbitration, unless otherwise specified, being given to all relevant documentary evidences or hearings shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral Institution.

20. Applicable Rule of Law

1. The parties shall be free to agree upon the rules of law to be applied by the Institution to the merits of the dispute. In the absence of any such agreement, the Institution shall apply the rules of law which it determines to be appropriate.
2. The Institution shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.
3. The Institution shall assume the powers of an amiable compositeur or decide ex aequo et bono only if the parties have agreed to give it such powers.

21. Conduct of the Arbitration

- a) The Institution and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.
- b) In order to ensure effective case management, after consulting the parties, the Institution shall adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties. Such measures may include one or more of the case management techniques described in Appendix I (CASE MANAGEMENT TECHNIQUES).
- c) Upon the request of any party, the Institution may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.
- d) In all cases, the Institution shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
- e) The parties undertake to comply with any order made by the Institution.

22. Terms of Reference

1. As soon as it has received the file from the Parties, the Institution shall draw up, on the basis of documents or in the presence of the parties and in the light of their most recent

submissions, a document defining its Terms of Reference. This document shall include the following particulars:

- i. the names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration;
- ii. the addresses to which notifications and communications arising in the course of the arbitration may be made;
- iii. a summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
- iv. unless the Institution considers it inappropriate, a list of issues to be determined;
- v. the names in full, address and other contact details of each of the arbitrators;
- vi. the place of the arbitration; and
- vii. particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the Institution to act as amiable compositor or to decide ex aequo et bono.

2. The Terms of Reference shall be signed by the parties and the Institution Within 30 days from the date on which the file has been transmitted to it.

3. If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to the Institution for approval. When the Terms of Reference have been signed in accordance with the provision of this act, or approved by the Institution the arbitration shall proceed.

4. After the Terms of Reference have been signed or approved by the Institution, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the Institution, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.

23. Case Management Conference and Procedural Timetable

- a) When drawing up the Terms of Reference or as soon as possible thereafter, the Institution shall hold a case management conference to consult the parties on procedural measures as per the provision of these rule.
- b) During such a conference, or as soon as possible thereafter, the Institution shall establish the procedural timetable that it intends to follow for the efficient conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the parties and the institution.
- c) To ensure continued effective case management, the Institution, after consulting the parties by means of a further case management conference or otherwise, may adopt further procedural measures or modify the procedural timetable.
- d) Case management conferences may be conducted through a meeting in person, by video conference, telephone, E-mail or similar means of communication. In the absence of an agreement of the parties, the Institution shall determine the means by which the conference will be conducted. The Institution 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 an internal representative.

24. Establishing the Facts of the Case.

- a) The Institution shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
- b) The Institution may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned, which shall be guided by the rules of Principle of Natural Justice.
- c) The Institution, after consulting the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.
- d) At any time during the proceedings, the Institution may summon any party to provide additional evidence.

e) The Institution may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.

25. Hearings

a) A hearing shall be held if any of the parties so requests or, failing such a request, if the Institution on its own motion decides to hear the parties. When a hearing is to be held, the Institution, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it. The Institution may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely by videoconference, telephone or other appropriate means of communication.

b) If any of the parties, although duly summoned, fails to appear without valid excuse, the Institution shall have the power to proceed with the hearing.

c) The Institution shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the Institution and the parties, persons not involved in the proceedings shall not be admitted.

d) The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers.

26. Witnesses

a) Before any hearing, the tribunal may require the parties to give notice of the identity of witnesses, including expert witnesses, whom the parties intend to produce, the subject matter of their testimony and its relevance to the issues.

b) The tribunal may allow, refuse or limit the appearance of witnesses to give oral evidence at any hearing.

- c) Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the tribunal in such manner as the tribunal may determine.

27. Closing of the Proceedings and Date for Submission of Draft Awards

As soon as possible after the last hearing concerning matters to be decided in an award or the filing of the last authorized submissions concerning such matters, whichever is later, the Institution shall:

- a. declare the proceedings closed with respect to the matters to be decided in the award; and
- b. inform the Institution and the parties of the date by which it expects to submit its draft award to the institution for approval.

After the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorized by the Institution.

28. Conservatory and Interim Measures

a) Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the Institution may, at the request of a party, order any interim or conservatory measure it deems appropriate. The Institution may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the Institution considers appropriate.

b) Before the file is transmitted to the Institution, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by the Institution shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers

reserved to the Institution. Any such application and any measures taken by the judicial authority must be notified without delay to the Institution.

29. Emergency Arbitrator(s)

A party that needs urgent interim or conservatory measures that cannot await the constitution of an arbitrator (“Emergency Measures”) may make an application for such measures pursuant to the Emergency Arbitrator Rules in **Appendix II (EMERGENCY ARBITRATOR RULES)**:

- a) Any such application shall be accepted only if it is received by the Institution.
- b) The emergency arbitrator’s decision shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator.
- c) The emergency arbitrator shall be bound by the rules of the institution.
- d) The institution shall have all rights reserved to review the decisions of the emergency arbitrator.
- e) The emergency arbitrator’s order shall not bind the Institution with respect to any question, issue or dispute determined in the order. The Institution may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.
- f) The Institution shall decide upon any party’s requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or noncompliance with the order.
- g) The Emergency Arbitrator Provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter, pursuant to the Rules. Any application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. Any such application and any measures taken by the judicial authority must be notified without delay to the Institution.

PART-4: Arbitration Award

30. Time Limit for the Final Award

- a) The time limit within which the tribunal must render its final award is six months. Such time limit shall start to run from the date of the last signature by the Institution or by the parties of the Terms of Reference or, in the case of application of Section 29(A), the date of the notification to the Institution of the approval of the Terms of Reference by the Institution. The tribunal may fix a different time limit based upon the procedural timetable established pursuant of the provision of this Act.
- b) The tribunal may extend the time limit pursuant to a reasoned request from the Institution or on its own initiative if it decides it is necessary to do so.

31. Making of the Award

When the bench of arbitrators is composed of more than one arbitrator, an award is made by a majority decision. If there is no majority, the award shall be made by the president of the tribunal.

1. The award shall state the reasons upon which it is based.
2. The award shall be deemed to be made at the place of the arbitration and on the date stated therein.
3. An arbitral award shall be made in writing and shall be signed by the members of the tribunal
4. After the arbitral tribunal award is made, a signed copy shall be delivered to each party.

32. Award by Consent

If the parties reach a settlement after the file has been transmitted to the tribunal in accordance with the provision of this Rule, the settlement shall be recorded in the form of an award made by consent of the parties, if so, requested by the parties and if the institution agrees to do so.

33. Notification, Deposit and Enforceability of the Award

a) Once an award has been made, the institution shall notify to the parties the text signed by the institution, provided always that the costs of the arbitration have been fully paid to the institution by the parties or by one of them.

b) Additional copies certified true by the institution shall be made available on request and at any time to the parties, but to no one else.

c) An original of each award made in accordance with the Rules shall be deposited with the Institution.

d) Every award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

34. Correction and Interpretation of the Award; Additional Award; Remission of Awards

a) On its own initiative, the Institution may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award within 30 days from notification of the award.

- b) Any application of a party for the correction of an error of the kind referred to this Rule, or for the interpretation of an award, must be made to the Institution within 30 days from receipt of the award by such party.
- c) Any application of a party for an additional award as to claims made in the arbitral proceedings which the Institution has omitted to decide must be made to the Institution within 30 days from receipt of the award by such party.

35. Advance to Cover the Costs of the Arbitration

1. After receipt of the Request, the Institution may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration
 - a. until the Terms of Reference have been drawn up; or
 - b. when the Expedited Procedure Provisions apply, until the case management conference.
 - c. Any provisional advance paid will be considered as a partial payment by the claimant of any advance on costs fixed by the Institution.
2. As soon as practicable, the Institution shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators, the Institution administrative expenses and any other expenses incurred by the Institution related to the arbitration for the claims which have been referred to it by the parties. The advance on costs fixed by the Institution pursuant to this section shall be payable in equal shares by the claimant and the respondent.
3. Where counterclaims are submitted by the respondent under Rule 5 or otherwise, the Institution may fix separate advances on costs for the claims and the counterclaims. When the Institution has fixed separate advances on costs, each of the parties shall pay the advance on costs corresponding to its claims.
4. Where claims are made under Rule 4 or 8, the Institution shall fix one or more advances on costs that shall be payable by the parties as decided by the Institution. Where the Institution has previously fixed any advance on costs pursuant to the Rule 35, any such advance shall be replaced by the advance(s) fixed pursuant to the Rule, and the amount of any advance previously paid by any party will be considered as a partial payment by such party of its share of the advance(s) on costs as fixed by the Court pursuant to the Rule 35.

5. The amount of any advance on costs fixed by the Institution pursuant to the Rule 35 may be subject to readjustment at any time during the arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs should such other party fail to pay its share.

6. When a request for an advance on costs has not been complied with, and the Institution may direct the arbitrator to suspend its work and set a time limit, which must be not less than 15 days, on the expiry of which the relevant claims shall be considered as withdrawn. Should the party in question wish to object to this measure, it must make a request within the aforementioned period for the matter to be decided by the Institution.

7. If one of the parties claims a right to a set-off with regard to any claim, such set-off shall be taken into account in determining the advance to cover the costs of the arbitration in the same way as a separate claim insofar as it may require the Institution to consider additional matters.

36. Decision as to the Costs of the Arbitration

a. The costs of the arbitration shall include the fees and expenses of the arbitrators and the Institution expenses fixed by the Institution, in accordance with the scales in force at the time of the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the Institution and the reasonable legal and other costs incurred by the parties for the arbitration.

b. The Institution may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant scale should this be deemed necessary due to the exceptional circumstances of the case.

c. At any time during the arbitral proceedings, the Institution may make decisions on costs, other than those earlier fixed by the Institution, and order payment.

d. The final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.

e. In making decisions as to costs, the Institution may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.

f. In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of a final award, the Institution shall fix the fees and expenses of the arbitrators and the Institution administrative expenses.

37. Modified Time Limits

a. The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of the Institution, it shall become effective only upon the approval of the Institution.

b. The Institution, on its own initiative, may extend any time limit which has been modified pursuant to Rule 37.

c. While agreeing for resolution of dispute by fast-track procedure, may agree that the arbitral tribunal shall consist of fast procedure under Rule 37.

PART-5: Miscellaneous

38. Waiver

A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the Institution, or any requirement under the arbitration agreement relating to the constitution of the institution or the conduct of the proceedings, shall be deemed to have waived its right to object.

39. Limitation of Liability

The arbitrators, any person appointed by the Institution, the emergency arbitrator, the institution members, Institution itself, and their employees and representatives shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.

40. General Rule

In all matters not expressly provided for in the Rules, the Institution shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law.

41. Governing Law and Settlement of Disputes

Any claims arising out of or in connection with the administration of the arbitration proceedings by the Institution under the Rules shall be governed by the Indian law. and settled by the Indian Judicial System in India, which shall have exclusive jurisdiction.

APPENDIX I - CASE MANAGEMENT TECHNIQUES

The following are examples of case management techniques that can be used by the Institution and the parties for controlling time and cost. Appropriate control of time and cost is important in all cases. In cases of low complexity and low value, it is particularly important to ensure that time and costs are proportionate to what is at stake in the dispute.

- a) Bifurcating the proceedings or rendering one or more partial awards on key issues, when doing so may genuinely be expected to result in a more efficient resolution of the case.
- b) Identifying issues that can be resolved by agreement between the parties or their experts.
- c) Identifying issues to be decided solely on the basis of documents rather than through oral evidence or legal argument at a hearing.
- d) Production of documentary evidence:
 - i. requiring the parties to produce with their submissions the documents on which they rely;
 - ii. avoiding requests for document production when appropriate in order to control time and cost;
 - iii. in those cases where requests for document production are considered appropriate, limiting such requests to documents or categories of documents that are relevant and material to the outcome of the case;
 - iv. establishing reasonable time limits for the production of documents;
 - v. using a schedule of document production to facilitate the resolution of issues in relation to the production of documents.

- e) Limiting the length and scope of written submissions and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.
- f) Using telephone or video conferencing for procedural and other hearings where attendance in person is not essential and use of IT that enables online communication among the parties, Arbitrators, and the Institution.
- g) Organizing a pre-hearing conference with the Institution at which arrangements for a hearing can be discussed and agreed and the arbitral Institution can indicate to the parties' issues on which it would like the parties to focus at the hearing.

APPENDIX-2: Emergency Arbitrator(s) Rules

SECTION 1 - Application for Emergency Measures

1. A party wishing to have recourse to an emergency arbitrator pursuant to The Provision of this Act of Arbitration of Institution (the "Rules") shall submit its Application for Emergency Measures (the "Application") to the Institution at any of the offices.
2. The Application shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for the emergency arbitrator, and one for the Institution where the party submitting the Application requests transmission thereof by delivery against receipt, registered post or courier.
3. The Application shall contain the following information:
 - a) the name in full, description, address and other contact details of each of the parties;
 - b) the name in full, address and other contact details of any person(s) representing the applicant;
 - c) a description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
 - d) a statement of the Emergency Measures sought;
 - e) the reasons why the applicant needs urgent interim.

- f) any relevant agreements and, in particular, the arbitration agreement;
 - g) any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration;
 - h) The Application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the Application.
4. The Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement, or any other language which the institution deems fit.
5. The Institution shall terminate the emergency arbitrator proceedings if a Request for Arbitration has not been received by the applicant within 10 days from the receipt of the Application, unless the Institution determines that a longer period of time is necessary.

Section 2- Appointment of the Emergency Arbitrator; Transmission of the File

1. The Institution shall appoint an emergency arbitrator within as short a time as possible, normally within two days from the receipt of the Application.
2. No emergency arbitrator shall be appointed after the file has been transmitted to the Institution pursuant to the normal proceedings under this act. An emergency arbitrator appointed prior thereto shall retain the power to make an order within a reasonable period.
3. Once the emergency arbitrator has been appointed, the Institution shall so notify the parties and shall transmit the file to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to each other party and the Institution. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Institution.
4. Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.
5. Before being appointed, a prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The Institution shall provide a copy of such statement to the parties.

6. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Application.

SECTION 3- Challenge of an Emergency Arbitrator

1. A challenge against the emergency arbitrator must be made within three days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based, if such date is subsequent to the receipt of such notification.

2. The challenge shall be decided by the Institution, after it has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.

SECTION- 4 - Place of the Emergency Arbitrator Proceedings

1. If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the Institution shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration.

2. Any meetings with the emergency arbitrator may be conducted through a meeting in person at any location the emergency arbitrator considers appropriate or by video conference, telephone or similar means of communication.

SECTION- 5 – Proceedings

1. The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within as short a time as possible, normally within two days from the transmission of the file to the emergency arbitrator pursuant to the rules of this act.

2. The emergency arbitrator shall conduct the proceedings in the manner which the emergency arbitrator considers to be appropriate, taking into account the nature and the urgency of the Application. In all cases, the emergency arbitrator shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

SECTION- 6 – Order

1. Pursuant to the rules of this act, the emergency arbitrator’s decision shall take the form of an order (the “Order”).

2. In the Order, the emergency arbitrator shall determine whether the Application is admissible pursuant of the Rules and whether the emergency arbitrator has jurisdiction to order Emergency Measures.

3. The Order shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the emergency arbitrator.

4. The Order shall be made no later than 15 days from the date on which the file was transmitted to the emergency arbitrator pursuant to this Appendix. The Institution may extend the time limit pursuant to a reasoned request from the emergency arbitrator or on the Institution's own initiative if the institution decides it is necessary to do so.

5. Within the time limit established pursuant to this Appendix, the emergency arbitrator shall send the Order to the parties, with a copy to the Institution, by any of the means of communication permitted by the Rules that the emergency arbitrator considers will ensure prompt receipt.

6. The Order shall cease to be binding on the parties upon:

a. the institution’s termination of the emergency arbitrator proceedings pursuant to this Appendix;

b. the acceptance by the Institution of a challenge against the emergency arbitrator pursuant to this Appendix;

c. the arbitral final award, unless the institution expressly decides otherwise; or

d. the withdrawal of all claims or the termination of the arbitration before the rendering of a final award.

7. The emergency arbitrator may make the Order subject to such conditions as the emergency arbitrator thinks fit, including requiring the provision of appropriate security.

8. Upon a reasoned request by a party made prior to the transmission of the file to Institution pursuant to the Rules of this act, the emergency arbitrator may modify, terminate or annul the Order, Subject to the approval of the Institution.

SECTION- 7 – Costs of the Emergency Arbitrator Proceedings.

1. The applicant must pay an amount of, consisting of an amount for Institution administrative expenses and other expenses for the emergency arbitrator's fees and expenses.

2. The Institution may, at any time during the emergency arbitrator proceedings, decide to increase the emergency arbitrator's fees or the Institution administrative expenses taking into account, inter alia, the nature of the case and the nature and amount of work performed by the emergency arbitrator. If the party which submitted the Application fails to pay the increased costs within the time limit fixed by the Institution, the Application shall be considered as withdrawn.

3. The emergency arbitrator's Order shall fix the costs of the emergency arbitrator proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.

4. The costs of the emergency arbitrator proceedings include the Institution administrative expenses, the emergency arbitrator's fees and expenses and the reasonable legal and other costs incurred by the parties for the emergency arbitrator proceedings.

5. In the event that the emergency arbitrator proceedings do not take place pursuant to this Appendix or are otherwise terminated prior to the making of an Order, the Institution shall determine the amount to be reimbursed to the applicant, if any. An amount paid for Institutional administrative expenses is nonrefundable in all cases.

SECTION- 8 – General Rule

1. The Institution shall have the power to decide, at its own discretion, all matters relating to the administration of the emergency arbitrator proceedings not expressly provided for in this Appendix.

2. In all matters concerning emergency arbitrator proceedings not expressly provided for in this Appendix, the Institution and the emergency arbitrator shall act in the spirit of the Rules and this Appendix.