

**Expedited Arbitration Rules of the Arbitration Centre
of the
Institute for the Development of Commercial Law and Practice (ICLP)**
[in effect, March 8, 2006]

Foreword

ICLP Rules for Expedited Arbitration is primarily recommended for minor disputes where the parties desire a speedy and inexpensive procedure. The expedited procedure could be followed upon a request of either party with the consent of the other party.

The Rules for Expedited Arbitrations are an alternative to the regular Rules of the ICLP Arbitration Centre. (ICLP Rules) The parties themselves may choose which set of rules they wish to apply. The choice should be included either in an arbitration clause in the contract, which specifies the relevant rules or in a separate agreement once the dispute has arisen.

Article 1 ***Request for Expedited Arbitration***

Expedited Arbitration is initiated by the Claimant filing with the ICLP Arbitration Centre a Request for Arbitration together with-

1. a Statement of the names, addresses, telephone numbers and e mail addresses of the parties and their Counsel,
2. the Statement of Claim which shall include the specific relief sought, material facts and circumstances on which the Claimant relies,
3. a copy of the arbitration agreement or clause under which the dispute is to be settled,
4. a preliminary statement of the evidence on which the claimant intends to rely,
5. a Non Refundable Registration Fee fixed in accordance with ICLP Schedules of Fees approved by the Board of ICLP Arbitration Centre,
6. nomination of the claimant's Arbitrator

Article 2 ***Processing of Request***

The request shall be submitted by the Secretary General to the Chairman of the Board of ICLP Arbitration Centre and upon a decision on the request being reached by the Board, the Secretary General shall take further steps necessary in accordance with the ICLP Rules for Expedited Arbitrations.

Article 3 ***Dismissal***

If the ICLP Arbitration Board lacks jurisdiction over the dispute the Claimant's Request for Arbitration shall be dismissed.

Article 4 ***Date of commencement of the Arbitration***

The Arbitration shall be deemed to have commenced on the date on which the Request for Arbitration was received by the ICLP Arbitration Centre

Article 5 ***The Respondent's reply***

1. The Request for Arbitration shall be communicated to the Respondent by the ICLP Arbitration Centre and within a period of fourteen days the respondent shall send a Reply together with the-

- a) comments regarding the Request for Arbitration,
- b) objections if any, concerning the validity or applicability of the arbitration agreement, with reasons therefor,
- c) the Statement of Defense which shall include a statement as to whether and to what extent the Respondent accepts or opposes the

relief sought by the Claimant, any counter claim or set off claimed by the respondent,

d) a Preliminary statement of the evidence on which the Respondent intends to rely,

e) a Non Refundable registration Fee , fixed in accordance with the ICLP Schedules of fees approved by the Board of ICLP Arbitration Centre,

f) nomination of the Respondent's Arbitrator or consent to the Arbitrator nominated by the Claimant.

2) a) The ICLP Arbitration Centre shall communicate the Respondent's Reply and the Statement of Defense to the Claimant and the Claimant shall be given an opportunity to comment on any objections and pleas advanced by the Respondent.

b) The comments of the Claimant must be brief and must be submitted within a period of ten days.

c) After the expiration of the period for such comments the Claimant may not amend his claim for relief nor adduce additional facts or evidence, unless the Arbitral Tribunal for special reasons so permits.

3) Failure by the Respondent to submit a Reply within the specified period shall not prevent the arbitration from proceeding pursuant to these Rules

Article 6

Withdrawal

1) No action shall be taken by the ICLP Arbitration Centre on a Request for Arbitration or Reply until the Non Refundable Registration Fee has been paid.

2) If the Claimant or the Respondent fails within fourteen working days to pay the Non Refundable Registration Fee, it shall be deemed to have withdrawn its Request for Arbitration or Reply, as the case may be.

Article 7

Procedure of the Centre

The ICLP Arbitration Centre shall maintain the confidentiality of the arbitration and shall deal with the arbitration in an impartial, practical and expeditious manner.

Article 8

Notice

Any notice or other communication from the ICLP Arbitration Centre shall be delivered to the last known address of the addressee by courier or registered mail, facsimile transmission, e mail or by any other means of communication that provides a record of the sending thereof.

Article 9

Place of Arbitration and Language

The Arbitral Tribunal after consultation with the parties shall decide the place of arbitration and the language in which it is to be conducted.

Article 10

Advance on costs

1. The advance on Costs shall be equivalent to the estimated amount of the arbitration costs pursuant to Article 26

2. Each party shall contribute half of the Advance on Costs

3. If a party fails to make the required payment, the ICLP Arbitration Centre shall afford the other party an opportunity to do so within a specified period of time. If the required payment is not made, the case shall be dismissed either wholly or partly to such extent as is attributable to the missing payment.

4. The ICLP Arbitration Centre may at the commencement, during or after the proceedings draw on the Advance on Costs to cover the fees of the Arbitrators and other arbitration costs

The Arbitrator/Arbitral Tribunal

Article 11

Appointment of the Arbitral Tribunal

- 1) The Arbitral Tribunal shall consist of a Sole Arbitrator, unless the arbitration agreement provides for an Arbitral Tribunal consisting of three Arbitrators.
- 2) A Sole Arbitrator shall be appointed by the consent of both parties. If the Arbitral Tribunal consists of three members, each party shall nominate his Arbitrator and the Arbitrators so appointed shall appoint the Chairman of the Arbitral Tribunal.
- 3) If the appointment of Arbitral Tribunal is not made within twenty one days after the commencement of the Arbitration, the Board of Directors of the ICLP Arbitration Centre shall make the necessary appointment.

Article 12

Referral of a case to the Arbitral Tribunal

When the Arbitral Tribunal has been constituted as above and the Advance on Costs has been paid, the ICLP Arbitration Centre shall refer the matter to the Arbitral Tribunal.

Article 13

Impartiality and Independence and Duty of an Arbitrator to Disclose

An Arbitrator must be impartial and independent and must disclose any circumstances likely to give rise to justifiable doubts as to his impartiality and independence. An Arbitrator who in the course of the arbitral proceedings becomes aware of any circumstances which may disqualify him must immediately in writing inform the parties thereof.

Article 14

Challenge an Arbitrator

Where a party wishes to challenge the appointment of an Arbitrator, that party shall send a written statement to the Board of ICLP Arbitration Centre setting forth the reasons for challenge and the Board shall take the final decision on the challenge after considering the comments of both parties and the Arbitrator concerned.

Article 15

Removal of the Arbitrator

Where the Arbitrator fails to perform his functions in a proper and an impartial manner the Board of the ICLP Arbitration Centre shall remove the Arbitrator after an inquiry.

The Proceedings before the Arbitral Tribunal

Article 16

The procedure before the Arbitral Tribunal

1. The manner of conducting the arbitration should be in compliance with the Arbitration Law, Arbitration agreement and these rules.
2. The Arbitral Tribunal shall ensure confidentiality of the arbitration unless otherwise agreed by the parties and conduct the case in an impartial, practical and expeditious manner giving each party sufficient opportunity to present its case.
3. The Arbitral Tribunal shall prepare and distribute to the parties a time schedule for the proceedings at the outset in consultation with the parties.

Article 17

Oral Hearing & Expert Evidence

An oral hearing shall be arranged if requested by either party and only if the Arbitral Tribunal deems that a hearing is necessary. If a hearing is held the Arbitral Tribunal shall determine the time for the hearing and except in exceptional circumstances, hearing may not exceed three days.

Article 18 **Evidence**

1) At the request of the Arbitral Tribunal, the parties shall state the evidence on which they intend to rely specifying what they intend to prove with each item of evidence and shall present documentary evidence on which they rely.

2) The Arbitral Tribunal may refuse to accept evidence submitted to it if such evidence is considered to be irrelevant or non essential or if proof can be established by other means which the Arbitral Tribunal considers more convenient or less expensive

Article 19 **Witnesses**

1. The Arbitral Tribunal has discretion, on the grounds of redundancies and irrelevance, to limit or refuse the appearance of any witness, whether witness of fact or expert witness. Any witness who gives oral evidence may be questioned, under the control of the Arbitral Tribunal.

2. The testimony of witnesses may be submitted in written form, whether by way of signed statements, sworn affidavits or otherwise, in which case the Arbitral Tribunal may make the admissibility of the testimony conditional upon the witnesses being made available for oral testimony.

Article 20 **Failure of a party to appear**

If any of the parties without showing valid cause, fails to appear at a hearing or to comply with an order of the Arbitral Tribunal, such failure shall not prevent the Arbitral Tribunal from proceeding with the case nor from rendering an Award.

Article 21 **Failure to object to procedural irregularities**

A party who during the proceedings fails to object within a reasonable time to any deviation from provisions of the arbitration agreement or rules applicable to the proceedings shall be deemed to have waived his right to rely on such irregularity.

The Award

Article 22 **Award**

1. The Award shall be rendered at the Place of Arbitration and shall be signed by the Arbitrator or Arbitrators, as the case may be. It shall state the date on which it was rendered. It shall contain information about the parties, relief claimed by parties, and the order or declaration. The Award shall state the reasons therefor in summary form, unless the award is on agreed terms.

2. If a settlement is reached the Arbitral Tribunal may at the request of the parties, record the settlement in the form of an Award.

3. The Arbitration costs and its apportionment between the parties shall be fixed in the Award or other order by which the arbitral proceedings are terminated.

4. The ICLP Arbitration Centre shall, upon receipt of the Award from the Arbitral Tribunal, immediately send it to the parties by registered post.

Article 23 **Time for rendering an award**

An Award shall be rendered not later than three months from the date on which the matter was referred to the Arbitral Tribunal by the ICLP Arbitration Centre. In exceptional circumstances, the Board of ICLP Arbitration Centre may extend the time limit.

Article 24 **Correction of an Award and Additional Award**

1. Any obvious miscalculation or clerical error in an Award or Decision shall be corrected by the Arbitral Tribunal

2. Within thirty days of receiving the award the Arbitral Tribunal shall decide a question which should have been decided in the Award but which was not decided therein
3. Within thirty days of receiving the Award the Arbitral Tribunal may if a party makes a request provide an interpretation thereof in writing.

Article 25 **Filing of awards**

The Arbitral Tribunal shall, after the closure of proceedings submit to the ICLP Arbitration Centre one copy of every award and written order issued in the case as well as of all the recorded minutes therein. The said documents shall be kept on file by the ICLP Arbitration Centre.

Costs

Article 26 **Arbitration Costs**

1. The Arbitration costs consists the Arbitrators' fee, the administration fee to the ICLP Arbitration Centre, compensation due to the Arbitrators and the ICLP Arbitration Centre to cover their expenses during the proceedings
2. The fees of the Arbitrators shall be decided by the ICLP Arbitration Centre considering the quantum of the Claim.
3. The parties are jointly and severally liable for all payments of Arbitration costs

Exclusion of Liability

Article 27 **Exclusion of Liability**

The ICLP Arbitration Centre is not liable to any party for any act or omission in connection with the arbitration unless such act or omission is shown to constitute wilful misconduct or gross negligence by the ICLP Arbitration Centre.

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