

## AdHoc Arbitration Rules of the Nani Palkhivala Arbitration Center (NPAC)

### **Rule 1: The Centre**

The Nani Palkhivala Arbitration Centre is a Centre promoted by the Nani Palkhivala Foundation. The function of the Centre is to provide for resolution of disputes referred to it by the process of Arbitration, as also to provide administrative services relating to Arbitration.

### **Rule 2: Application Of Rules**

These rules shall apply, when the party / parties to a dispute have approached the Centre for administrative assistance only. In all such cases the Centre will not be responsible for appointment of Arbitrators or due conduct of the Arbitral proceedings. The administrative

### **Rule 3: Definitions**

In these Rules unless the context otherwise requires, the following words shall mean :

1. "Centre", shall mean the "Nani Palkhivala Arbitration Centre" and shall include , the District Centres or branches thereof.
2. "Governing Council for Arbitration" shall refer to the Council constituted under Rule 6 of these rules.
3. "Party" means a party to an Arbitration Agreement and a party that has subjected itself to the jurisdiction of the Centre. It shall include any individual, firm, company, Central or State Government organization, undertaking, non – Governmental organization, a registered society, public or private trust and any other person having capacity to sue and be sued and any foreign Government, in the case of International Arbitration.
4. "Secretariat" shall mean the Secretariat of the Nani Palkhivala Arbitration Centre.

### **Rule 4: Services Offered By the Centre**

1. Advisory services relating to drafting and registering arbitration agreements with the Centre.
2. Administrative services including, but not limited to,
  - a). engaging Arbitration halls,
  - b). secretarial and other support staff assistance,
  - c). any service/s incidental to the conduct of arbitration services.

### **Rule 5: Secretariat Of The Centre**

- a). There shall be a Secretariat for the Centre, which shall be headed by the Registrar appointed by the Board of Directors. She/ he shall discharge all functions on the advice and directions of the Board of Directors. The Centre shall appoint as many members to the staff as are required.
- b). All applications for matters relating to administrative services of the Centre shall be addressed to and received by the Secretariat of the Centre. The Centre shall render all assistance to ensure smooth conduct of the Arbitral proceedings.
- c). The Secretariat shall maintain a register of all applications to the Centre and of awards made. The Secretariat, shall further maintain such other books or memoranda and make such other records or returns, to carry out directions of the Board of Directors, as also the provisions of these rules of the Centre.
- d). The Board of Directors may authorize any officer of the Centre, including the Registrar, to discharge such of the functions and administrative duties, as deemed proper and necessary from time to time.

e). The Board of Directors will appoint the officers of the Centre and their service will be governed by the applicable rules framed by the Centre, failing which, by the terms of appointment.

## **Rule 6: Governing Council Of Arbitration**

There shall be a Governing Council for Arbitration (GCFA) for the Centre which shall be responsible for interrupting these rules. Any request for interrupting these rules may be forwarded by the party/ parties to the Governing Council for Arbitration through the Secretariat.

## **Rule 7: Costs And Expenses Of Services To Be Provided**

### **Charges for engaging Arbitration Halls**

#### *Arbitration Hall 1 & 2 (Small) with effect from 10.10.2010*

1. Full day charges up to 6 hours - Rs. 4,000/-
2. Half day charges up to 3 hours - Rs. 2,000/-
3. Advance payable when booking - Rs. 500/-

#### *ARBITRATION HALL -3 (Large)*

1. Full day charges up to 6 hours - Rs. 5,000/-
2. Half day charges up to 3 hours - Rs. 2,500/-
3. Advance payable when booking - Rs. 500/-

a). Charges for postage, telephone, fax and courier charges, Xerox and catering – as determined by the Centre.

b). The charges provided are for engaging halls provided at the office of the centre. If halls outside the venue of the Centre are to be engaged, the charges for use of the said halls will be as determined by the Centre.

## **Rule 8: Confirmation of Hall Booking**

In order to confirm the hall booking made, an advance payment of Rs.500 is due, payable within one week, failing which the booking will stand cancelled.

## **Rule 9: Cancellation of Hall Booking**

On the event of cancellation of the scheduled meeting/hearing/event, a sum of Rs.500/- will be charged as the fee for cancellation, irrespective of whether the booking is for half day or an entire day.

If the intimation for cancellation is provided less than a week, then the entire advance of 50% will stand forfeited. This cannot be carried forward for any future bookings.

Example: If the meeting/hearing/event is scheduled for October 17, then the intimation for cancellation is required to be provided prior to October 10 in which case the cancellation fee will be only Rs.500.

*Nearer the date booked, the cancellation fee may be higher*

## **Rule 10: Advisory Services & Registration of Agreements**

The Secretariat will provide advisory services for drafting Arbitration Agreements and will also provide facilities for registering Arbitration Agreements with the Centre to enable any dispute that may arise in respect of the agreement to be resolved in accordance with the rules of the Centre.

## **Rule 11: Charges**

- 1). Administrative charges include the cost of the services of a typist as also other amenities not specifically provided in Rule 7.
- 2). All Charges will be paid in advance to the Centre at the time and such manner as may be demanded by the Centre.

## **Rule 12: International Arbitration**

The above fees and charges shall not be applicable to International Arbitration. In International Arbitration the service costs and expenses will be as determined by the Centre in consultation with parties.

## **Rule 13: Language of Proceedings**

All proceedings will be recorded by the Centre in English, unless otherwise agreed by the parties. If any translation services are required they will be provided at such extra cost as may be determined by the Centre. The Secretariat may also make arrangements for the service of an interpreter or translator at the request of one or more of the parties and costs thereof shall be paid to the Secretariat.

## **Rule 14: Amendment of Rules**

The Board of Directors of the Centre in consultation with the “Governing Council for Arbitration”, may revise amend, or alter these rules or the cost and expenses of Administrative services to be provided under these rules as and when it thinks necessary. Such amendment shall however not affect existing proceedings unless specifically made applicable.

## **Rule 15: Interpretation of Rules**

In case of any doubt regarding the meaning or interpretation of these rules, the same may be referred to the GCFA by the parties or the Arbitrators appointed. The decision of the GCFA on any question relating to interpretation of these rules shall be final and binding on the parties.