



IIAM ARBITRATION RULES 2009

IIAM Arbitration is based on the Arbitration Rules published by the Indian Institute of Arbitration & Mediation (IIAM), which is intended to help parties and arbitrators to take maximum advantage of the flexible procedures available in arbitration for the resolution of disputes quickly and economically. These rules are intended to provide effective arbitration services through the use of administered arbitration. The Rules allow the procedure to be as short and as inexpensive as practicable. The costs and expenses of arbitration will be governed by the Fee Schedule of the IIAM Arbitration Rules.

For administered arbitration by IIAM, there should be an arbitration clause in their contracts or in the absence of any such clause; there should be an agreement between the parties to arbitrate under the IIAM Rules.

Recommended clauses for arbitration is given in this Rule Book. Further information about IIAM services, rules and procedures can be found in our website.

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IIAM ARBITRATION RULES, 2009

SECTION I **INTRODUCTORY RULES**

RULE 1: Scope.

- A. Where any agreement, submission or reference provides for arbitration by Indian Institute of Arbitration & Mediation (IIAM) or under the Arbitration Rules of the Indian Institute of Arbitration & Mediation (IIAM Rules), the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules, or such amended Rules as IIAM may have adopted to take effect before the commencement of the arbitration. The Rules are subject to such modifications as the parties may agree in writing at any time.
- B. The parties to a dispute shall be deemed to have made these Rules a part of their arbitration agreement and an agreement by the parties as per Sec. 2(8) of the Arbitration Act or such similar provision of such Arbitration Act as the parties may follow and shall be legally bound to comply with these Rules whenever they have provided for arbitration by IIAM.
- C. In all cases where these Rules apply, the Arbitral Tribunal shall also take into account the usages of the trade or any specific trade rules applicable to the transaction or such trade rules applicable to the society or association of the parties in dispute.
- D. Under these Rules the parties are deemed to have authorized IIAM to determine any or all issues, which the parties are free to determine as per Sec. 2(6) of the Arbitration Act.
- E. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

RULE 2: Definitions.

In these Rules:

- (i) "Administrator" means Administrator of IIAM.
- (ii) "Advisory Board" means the Advisory Board of IIAM
- (iii) "Arbitral Tribunal" includes one or more arbitrators.
- (iv) "Arbitration Act" means the Arbitration & Conciliation Act, 1996 and includes any amendments made thereunder.
- (v) "Award" includes, *inter alia*, an interim, partial or final Award.
- (vi) "Claimant" includes one or more claimants and "Respondent" includes one or more respondents.
- (vii) "Fee schedule" means the fee schedule of IIAM applicable as on the date of submission of arbitration under these Rules.
- (viii) "IIAM" means Indian Institute of Arbitration & Mediation.
- (ix) "Registrar" means Registrar of IIAM.
- (x) "Scrutiny Board" means the Scrutiny Board formed by IIAM



RULE 3: Written Notifications or Communications; Time Limits.

- A. All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator(s), and one for IIAM. A copy of any communication from the Arbitral Tribunal to the parties shall be sent to IIAM.
- B. All notifications or communications from IIAM and the Arbitral Tribunal shall be made to the last known address of the party or its representative for whom the same are intended, as notified either by the party in question or by the other party. Such notification or communication may be made by delivery against receipt, registered post, courier, facsimile transmission, telex, telegram or any other means of telecommunication that provides a record of the sending thereof.
- C. Parties and representatives shall immediately notify IIAM and all other Parties of their mail, facsimile and e-mail address and any changes in their addresses. If they fail to do so, Parties and their representatives agree to receive service at any previous address provided to IIAM.
- D. A notification or communication shall be deemed to have been made on the day it was received by the party itself or by its representative, or would have been received if made in accordance with the preceding paragraph.
- E. Filings of Claims, Responses, amendments, Requests etc. by Parties shall be by delivery in person at the IIAM office, or by other methods of filing authorized by IIAM.
- F. Periods of time specified in or fixed under the present 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 preceding paragraph. When the day next following such 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 non-business 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.
- G. The time periods established in this Rules are to be strictly enforced and a Party's untimely Claim, Response, Request, demand, notice or submission may be denied solely because it is untimely.
- H. The Administrator or Arbitral Tribunal may extend time periods established in these Rules for sufficient reason. A Request for extension must be submitted a reasonable time before the time period ends. A Request submitted after the time period has ended will not be considered, unless extraordinary circumstances exist which must be asserted in the Request.

RULE 4: Limitation.

- A. No Claim may be commenced after the passage of time, which would preclude a Claim regarding the same or similar subject matter being commenced in court. This time limitation shall be suspended for the period of time a court of competent jurisdiction exercises authority over the claim or dispute. This rule shall not extend statutes of limitation or time limits agreed to by the Parties, nor shall this rule apply to any case that is directed to arbitration by a court of competent jurisdiction.
- B. Arbitration shall commence on the date the Respondent is served with the Initial request for arbitration by the Claimant.



RULE 5: Documents.

- A. Every Claim, Response, amendment, and Request shall be in writing and signed by a Party or representative.
- B. Statements in Claims, Responses, amendments, and Requests may be made in separate or numbered sentences, paragraphs or sections, and may refer to exhibits attached to Claims, Responses, Requests or documents.
- C. English is the language used in IIAM arbitration proceedings. If the Parties agree to use another language, the Administrator or Arbitral Tribunal may order the Parties to provide translations at their own cost.

RULE 6: Representation.

- A. Parties may act on their own behalf or may be represented by a counsel or by a person who is authorized by the Party to act on behalf of the Party. Such authorization shall be filed with IIAM. The names and addresses of such persons must be communicated in writing to the other party; such communication must specify whether the appointment is being made for purposes of representation or assistance.
- B. Parties and their representatives and all participants shall act respectfully towards the Arbitral Tribunal, the Administrator, the Registrar, the IIAM staff, other Parties, representatives, witnesses, and participants in the arbitration.

RULE 7: Confidentiality.

Arbitration proceedings are confidential, unless all Parties agree otherwise. A Party who improperly discloses confidential information shall be subject to sanctions. The Arbitral Tribunal, Administrator, Registrar and IIAM staff shall not disclose confidential information. Parties may disclose Orders and Awards they receive.

SECTION II
COMMENCEMENT OF ARBITRATION.

RULE 8: Filing.

- A. A party initiating arbitration ("claimant") begins arbitration by filing with IIAM a properly completed Notice of arbitration described in Rule 9 accompanied by the appropriate filing fee.
- B. IIAM scrutinizes the Notice of arbitration, administratively opens a file, assigns a file number, and notifies the Claimant. IIAM shall then promptly serve on each of the party against whom a claim is being made ("respondent") one (1) copy of the Notice of arbitration, containing the IIAM file number.
- C. A Party, who files the Notice of arbitration with IIAM, after serving the copy to each Respondent, shall file along with the Notice of arbitration, proof of service. Upon proof of service of Notice of arbitration, IIAM shall mail to Respondent the Second Notice of Arbitration, containing the IIAM file number.
- D. IIAM may distribute copies of statements and documents filed with IIAM to Parties or their representatives who have entered appearance.
- E. IIAM may conduct a conference with a Party or Parties to discuss procedural matters on the initiative of IIAM or at the Request of a Party or Arbitral Tribunal.



RULE 9: Notice of Arbitration.

- A. The Claimant shall address to the Respondent a written notice intimating the decision to refer a dispute to arbitration and requiring the Respondent to appoint or concur in appointing the Arbitrator, which shall include, or be accompanied by:
- (a) the names and addresses (and telephone, telex and fax numbers as appropriate) of the parties to the dispute and, where the Claimant chooses to be represented by a Representative and wishes to have communications sent to its Representative, the Representative's name and address (and telephone, telex and fax numbers);
 - (b) reference to the contractual documents in which the arbitration clause is contained or under which the arbitration arises;
 - (c) a copy of any separate arbitration agreement which is invoked.
 - (d) a brief statement describing the nature and circumstances of the dispute, and specifying in outline the relief claimed;
 - (e) a proposal that either IIAM appoints the Arbitrator, or a list of up to three (3) names from which the Respondent may choose an Arbitrator.
- B. For the purpose of facilitating the choice of the Arbitrator, within thirty (30) days of receipt of the Notice of Arbitration, the Respondent shall send to the Claimant a Response containing:
- (a) confirmation or denial of his willingness to arbitrate and, if denial, the grounds relied upon;
 - (b) confirmation or denial of all or part of the claims;
 - (c) a brief statement of the nature and circumstances of any envisaged counterclaims;
 - (d) a response either agreeing to any proposals contained in the Notice of Arbitration, as called for under Rule 9A(e), or a list of up to three (3) names from which the Claimant may choose an Arbitrator.
 - (e) details of its Representative, including the Representative's name and address (and telephone, telex and fax numbers), if appropriate.
- C. A copy of the Responses shall be sent to IIAM at the same time that it is sent to the Claimant.
- D. Failure to send a Response shall neither preclude the Respondent from denying the claim nor from setting out a counterclaim in its Statement of Defense.
- E. On the agreement to constitute the Arbitral Tribunal, IIAM shall communicate with all parties with respect to the arbitration and shall acknowledge the commencement of the arbitration.

RULE 10: Appointing Authority.

- A. The parties to arbitration can agree and seek the service of IIAM to be the appointing authority of the Arbitral Tribunal.
- B. IIAM shall also act as the Appointing Authority, if so applied by one party, if the other party has denied and not responded to the request of the party to appoint the arbitrator.
- C. An application to IIAM to act as the Appointing Authority in accordance with these Rules shall be accompanied by:
- (a) copies of the Notice of Arbitration and Response and any other related correspondence;



- (b) particulars of any method or criteria for selection of the Arbitrator agreed by the parties.
 - (c) where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.
- D. The appointing authority may require from either party such information as it deems necessary to fulfill its function.
- E. If the parties have agreed on an appointing authority other than IIAM, they shall inform IIAM of the name of that authority.

RULE 11: Number of Arbitrators.

If the parties have not agreed on the number of arbitrators, one (1) arbitrator shall be appointed unless the administrator determines in its discretion that three (3) arbitrators are appropriate because of the large size, complexity or other circumstances of the case.

RULE 12: Appointment of Sole Arbitrator.

- A. If a sole arbitrator is to be appointed, either party may propose to the other:
- (a) The names of one or more persons, one of whom would serve as the sole arbitrator; and
 - (b) If no appointing authority has been agreed upon by the parties, the name or names of one or more institutions or persons, one of whom would serve as appointing authority.
- B. The parties may mutually appoint the arbitrator, with or without the assistance of IIAM, within thirty (30) days from the commencement of the arbitration. When such appointments are made, the parties shall notify IIAM so that notice of the appointment can be communicated to the arbitrator, together with a copy of these rules.
- C. If within thirty (30) days after receipt by a party of a proposal made in accordance with Rule 19A, the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties. If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within the time limit prescribed, IIAM will be the appointing authority as per the Rules entrusted with such functions and it will be deemed to be an agreement by parties on the procedure for appointment as per Sec. 11(2) of the Arbitration Act.
- D. The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible. In making the appointment the appointing authority shall use the following list-procedure, unless both parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:
- (a) At the request of one of the parties the appointing authority shall communicate to both parties an identical list containing at least three (3) names;
 - (b) Within fifteen (15) days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which he objects and numbered the remaining names on the list in the order of his preference;
 - (c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;



- (d) If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.
- E. In making such appointments, the appointing authority, after inviting consultation with the parties, shall endeavor to select suitable arbitrator. The appointing authority shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and other considerations as are likely to secure the appointment of an independent and impartial arbitrator.
- F. In the case of appointment of a Sole Arbitrator in International Commercial arbitration, appointing authority may appoint an arbitrator of a nationality other than the nationalities of the parties, where the parties belong to different nationalities.
- G. If IIAM fails to perform the functions as per this Rule within ninety (90) days after the commencement of the arbitration, a party may take recourse under Sec. 11(6)(c) of the Arbitration Act.

RULE 13: Appointment of Three Arbitrators.

- A. If three (3) arbitrators are to be appointed, each party shall appoint one (1) arbitrator. The two (2) arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.
- B. The parties may appoint their arbitrators, with or without the assistance of IIAM within thirty (30) days of the commencement of the arbitration. When such appointments are made, the parties shall notify IIAM so that notice of the appointment can be communicated to the arbitrators, together with a copy of these rules.
- C. If within thirty (30) days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed:
 - (a) The first party may request the appointing authority previously designated by the parties to appoint the second arbitrator; or
 - (b) If no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within thirty (30) days after receipt of a party's request therefor, IIAM will be the appointing authority.
- D. If within thirty (30) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority in the same way as a sole arbitrator would be appointed under Rule 19.
- E. In making such appointments, the appointing authority, after inviting consultation with the parties, shall endeavor to select suitable arbitrator. The appointing authority shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and other considerations as are likely to secure the appointment of an independent and impartial arbitrator.
- F. In the case of appointment of a Presiding Arbitrator in International Commercial arbitration, the appointing authority may appoint an arbitrator of a nationality other than the nationalities of the parties, where the parties belong to different nationalities.
- G. If IIAM fails to perform the functions as per this Rule within ninety (90) days after the commencement of the arbitration, a party may take recourse under Sec. 11(6)(c) of the Arbitration Act.



RULE 14: Multi-party Appointment of Arbitrator(s).

- A. If there are three (3) or more parties in the arbitration, the parties shall endeavor to agree on the procedure for appointing the arbitrator(s) and if within thirty (30) days of the receipt of the Notice of Arbitration, the parties have not reached an agreement on the procedure for appointing the arbitrator(s), the arbitrator(s) shall be appointed by IIAM as soon as practicable after the receipt of a party's request to IIAM.
- B. In making such appointments, the administrator, after inviting consultation with the parties, shall endeavor to select suitable arbitrators. IIAM shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and other considerations as are likely to secure the appointment of an independent and impartial arbitrator.
- C. In the case of appointment of an Arbitrator in International Commercial arbitration, IIAM may appoint an arbitrator of a nationality other than the nationalities of the parties, where the parties belong to different nationalities.
- D. If IIAM fails to appoint the arbitrator(s) or presiding arbitrator as per this Rule within ninety (90) days after the commencement of the arbitration, a party may take recourse under Sec. 11(6)(c) of the Arbitration Act.

RULE 15: Claim.

- A. Within fifteen (15) days of the constitution of the Arbitral Tribunal, the claimant shall file with IIAM a Claim statement, which shall include:
 - 1. A statement in plain language of the dispute or controversy, the facts and law supporting the Claim, the specific relief requested and the reasons supporting the relief, the specific amount and computation of any money or damages, the specific value of other relief, the specific amount and computation of any interest, and other relevant and reliable information supporting the Claim.
 - 2. A copy of the Arbitration Agreement.
 - 3. A copy of documents that support the Claim.
 - 4. An Affidavit asserting that the statements and documents in the Claim are accurate.
- B. If copy of Claim statement is served on the Respondent, the Claimant shall promptly file with IIAM the proof of service of the Claim statement on the Respondent.
- C. The Claimant shall also pay the filing fee for Claim as provided in the Fee Schedule.

RULE 16: Response; Statement of defense.

- A. Upon service of a Claim, Counter Claim, Cross-claim, or Third Party Claim on a Respondent, the Respondent shall file with IIAM, within thirty (30) days from receipt of service, a Response which shall include:
 - 1. A Response stating in plain language a reply affirming or denying each statement in the Claim or stating the Respondent has insufficient information to affirm or deny a statement. A Response shall also include any defenses to each Claim made, and the facts and law supporting the defenses, including affirmative defenses and set-offs.
 - 2. An objection to the arbitration of the Claim, if the Respondent so objects. A Response which does not assert this objection is an agreement to the arbitration of the Claim and a waiver of this objection.



3. A copy of all documents that support the Response.
 4. Any Counter Claim the Respondent has against the Claimant.
- B. If copy of the Response is served on the Claimant, the Respondent shall promptly file with IIAM the proof of service of the Response on the Claimant.
- C. A Party may obtain ten (10) more days to respond to a Claim by filing with IIAM and serving on all other Parties an extension notice before the Response is due. Only one (1) extension by notice is available.
- D. A Respondent who responds but does not state available replies, defenses or Claims may be barred by the Arbitral Tribunal from presenting such replies, defenses or Claims at the hearing.

RULE 17: Counter Claim.

- A. A Respondent may assert a Counter Claim against a Claimant by serving on the Claimant, as part of the Response, Counter Claim documents which include:
1. A Counter Claim stating in plain language the dispute or controversy, the facts and law supporting the Counter Claim, the specific relief requested and the reasons supporting the relief, the specific amount and computation of any money or damages, the specific value of other relief, the specific amount and computation of any interest, and other relevant and reliable information supporting the Counter Claim.
 2. A copy of all documents that support the Counter Claim.
- B. The Respondent shall also pay the filing fee for a Counter Claim as provided in the Fee Schedule.

RULE 18: Cross-claim.

- A. A Party may assert a Claim against a co-party arising out of the same or related transaction or occurrence of the dispute or controversy by serving on the co-party Cross-claim documents which include:
1. A Cross-claim setting forth in plain language the dispute or controversy, the facts and law supporting the Cross-claim, the specific relief requested and the reasons supporting the relief, the specific amount and computation of any money or damages, the specific value of other relief, the specific amount and computation of any interest, and other relevant and reliable information supporting the Cross-claim.
 2. A copy of all documents that support the Cross-claim.
- B. A Party shall serve a Cross-claim on all Parties and shall file copies with IIAM within fifteen (15) days of the date of service of a Response.
- C. The Cross-claimant shall file with IIAM promptly after service of the Cross-claim, the proof of service of the Cross-claim on all Parties, the fee for filing a Cross-claim, if any, as provided in the Fee Schedule.

RULE 19: Third Party Claim.

- A. If a Respondent asserts that a non-party, who has entered into an Arbitration Agreement but was not served by the Claimant, is responsible for the Award demanded, the Respondent may serve a Third Party Claim on this Party, which shall include:



1. All information required in a Claim under this Rules, including a copy of the Claim documents that gave rise to the Third Party Claim, and
 2. A copy of the Arbitration Agreement.
- B. The Third Party Claim shall be served on all Parties and a copy shall be filed with IIAM within thirty (30) days of the date of service upon the Respondent by the Claimant of the Claim.
- C. The Third Party Claimant shall file with IIAM promptly after service of the Third Party Claim the proof of service of the Third Party Claim on all Parties, and the fee for a Third Party Claim, as provided in the Fee Schedule.

RULE 20: Amendment.

- A. During the arbitral proceedings, any party may amend or supplement its claim, counterclaim or defense, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement because of the party's delay in making it, prejudice to the other parties or any other circumstances. A party may not amend or supplement a claim or counterclaim if the amendment or supplement would fall outside the scope of the agreement to arbitrate.
- B. An amendment of a Claim or Response or a Request for an amendment shall be designated as such and promptly served on all Parties and filed with IIAM. An amended Claim shall also be accompanied by the amendment fee and any additional filing fee, as provided in the Fee Schedule.
- C. A Respondent shall respond to an amended Claim within the time remaining for a Response to the original Claim or within fifteen (15) days after service of the amended Claim, whichever time is longer, unless the Parties agree or the Arbitral Tribunal orders otherwise.

RULE 21: Request to Arbitral Tribunal or Administrator.

- A. A Party may Request an Order or other relief on administrative or procedural matters, from an Arbitral Tribunal or the Administrator by filing with IIAM:
1. A document stating in plain language:
 - a. The Request;
 - b. The specific rule, if any, relied on for an Order or other relief;
 - c. The specific relief or Order sought;
 - d. The facts and law supporting the Request; and
 - e. Any other relevant and reliable information.
 2. All documents that support the Request, Order or relief.
 3. A proof of service of the Request documents on all Parties.
 4. The fee, as provided in the Fee Schedule.
- B. Any other Party may object to a Request by filing with IIAM and serving on each other Party a written statement of the objection(s) within seven (7) days of service of the Request, unless a shorter time is necessary based on the relief requested.
- C. Where an objection to a Request has been filed, IIAM will assess a fee for the consideration of the Request by an Arbitral Tribunal.
- D. Requests directed to the Administrator are decided by the Administrator as permitted by these Rules. Requests directed to the Arbitral Tribunal are decided by the Arbitral Tribunal.



SECTION III **ARBITRAL TRIBUNAL**

RULE 22: Impartiality and Independence of Arbitrators.

- A. Every arbitrator must be and remain independent of the parties involved in the arbitration.
- B. Before appointment or confirmation, a prospective arbitrator shall sign a statement of independence and disclose in writing to IIAM 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. IIAM shall provide such information to the parties in writing and fix a time limit for any comments from them.
- C. An arbitrator shall immediately disclose in writing to IIAM and to the parties any facts or circumstances of a similar nature which may arise during the arbitration.
- D. By accepting to serve, every arbitrator undertakes to carry out his responsibilities in accordance with these Rules.
- E. No party or anyone acting on its behalf shall have any ex-parte communication relating to the case with any arbitrator, or with any candidate for appointment as party-appointed arbitrator except to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability or independence in relation to the parties, or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-designated arbitrators are to participate in that selection. No party or anyone acting on its behalf shall have any ex-parte communication relating to the case with any candidate for presiding arbitrator.

RULE 23: Authority of Arbitral Tribunal.

- A. Arbitral Tribunal has powers provided by these Rules, the agreement of the Parties, and the applicable substantive law.
- B. Arbitral Tribunal shall decide all arbitrable issues submitted by the Parties and do not have the power to decide matters not properly submitted under these Rules.
- C. Arbitral Tribunal may grant any remedy or relief allowed by applicable substantive law and based on a Claim, Response, or Request properly submitted by a Party under these Rules.

RULE 24: Challenge of Arbitrators.

- A. A party may challenge any arbitrator whenever circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A party wishing to challenge an arbitrator shall send notice of the challenge to the administrator within fifteen (15) days after being notified of the appointment of the arbitrator or within fifteen (15) days after the circumstances giving rise to the challenge become known to that party.
- B. A party may challenge the arbitrator appointed by him or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.
- C. The challenge shall state in writing the reasons for the challenge.
- D. Upon receipt of such a challenge, IIAM shall notify the other parties and other members of the Tribunal of the challenge. Upon receiving the notification of challenge by IIAM, the arbitration shall be suspended until the challenge is resolved or decided upon.



- E. When an arbitrator has been challenged by one party, the other party or parties may agree to the acceptance of the challenge and, if there is agreement, the arbitrator shall withdraw. The challenged arbitrator may also withdraw from office in the absence of such agreement. In neither case does withdrawal imply acceptance of the validity of the grounds for the challenge.
- F. If the other party or parties do not agree to the challenge or the challenged arbitrator does not withdraw, the administrator in its sole discretion shall make the decision on the challenge.
- G. In making a decision of the ground of challenge, the Administrator shall consider if circumstances exist that create a conflict of interest or cause the Arbitrator to be unfair or biased, including but not limited to the following:
 - 1. The Arbitrator has a personal bias or prejudice concerning a Party, or personal knowledge of disputed evidentiary facts;
 - 2. The Arbitrator has served as a counsel to any Party, the Arbitrator has been associated with a counsel who has represented a Party during that association, or the Arbitrator or an associated counsel is a material witness concerning the matter before the Arbitrator;
 - 3. The Arbitrator, individually or as a fiduciary, or the Arbitrator's spouse or minor child residing in the Arbitrator's household, has a direct financial interest in a matter before the Arbitrator;
 - 4. The Arbitrator or the Arbitrator's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - a) Is a Party to the proceeding, or an officer, director, or trustee of a Party; or,
 - b) Is acting as a lawyer or representative in the proceeding.
- H. The Administrator shall convey the decision of the challenge to the parties and shall inform the Parties of information disclosed by the Arbitrator if the Arbitrator is not disqualified.

RULE 25: Replacement of an Arbitrator.

- A. If an arbitrator withdraws after a challenge, or the administrator sustains the challenge, or the administrator determines that there are sufficient reasons to accept the resignation of an arbitrator, or an arbitrator dies, or the mandate of the arbitrator is terminated, a substitute arbitrator shall be appointed in accordance with the Rule that was applicable for the appointment of the arbitrator being replaced.
- B. The mandate of the arbitrator shall terminate by agreement of the parties or if he becomes unable to perform his functions or for other reasons fail to act without undue delay or if he withdraws from his office.

RULE 26: Repetition of Hearings in the event of the Replacement of an Arbitrator.

- A. If the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated unless otherwise agreed to by the parties. If any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Arbitral Tribunal.
- B. Unless otherwise agreed by the parties, an order or ruling of the arbitral tribunal made prior to the replacement of an arbitrator shall not be invalid solely because there has been a change in the composition of the arbitral tribunal.

SECTION IV
ARBITRAL PROCEEDINGS

RULE 27: Transmission of the File to the Arbitral Tribunal.



IIAM shall transmit the file to the Arbitral Tribunal as soon as it has been constituted, provided the advance on costs as per the Fee schedule at this stage has been paid.

RULE 28: Place of Arbitration.

- A. If the parties disagree as to the place of arbitration, the administrator shall determine the place of arbitration. All such determinations shall be made having regard for the contentions of the parties and the circumstances of the arbitration.
- B. The Arbitral Tribunal may, after consultation with the parties, conduct hearings and meetings at any location it considers appropriate unless otherwise agreed by the parties.
- C. The arbitral tribunal may hold conferences or hear witnesses or inspect property or documents at any place it deems appropriate. The parties shall be given sufficient written notice to enable them to be present at any such proceedings.
- D. The award shall be made at the place of arbitration.

RULE 29: Language.

If the parties have not agreed otherwise, the language of the arbitration shall be English, subject to the power of the arbitral tribunal to determine otherwise based upon the contentions of the parties and the circumstances of the arbitration. The tribunal may order that any documents delivered in another language shall be accompanied by a translation into the language(s) of the arbitration.

RULE 30: Communication between Parties and the Arbitral Tribunal.

- A. Where the Arbitral Tribunal sends any communication to one party, it shall send a copy to the other party and IIAM at the same time.
- B. Where a party sends any communication to the Arbitral Tribunal, it shall be copied to the other party and IIAM and be indicated to the Arbitral Tribunal to have been so copied at the same time.
- C. If the parties so agree, all communications and notices between a party and the Arbitral Tribunal in the course of the arbitration (except at meetings and hearings) will be addressed through IIAM.

RULE 31: Conduct of the Arbitral Proceedings.

- A. The parties may agree on the arbitral procedure, and are encouraged to do so.
- B. Failing any agreement by the parties, the Arbitral Tribunal shall have the power to adopt wherever possible a simplified or expedited procedure and in any case shall have the widest discretion allowed by law to conduct the proceeding so as to ensure the just, expeditious, economical, and final determination of the dispute.
- C. In the case of a three (3) member Tribunal, the presiding arbitrator may, after consulting the other arbitrators, make procedural rulings alone.

RULE 32: Rules Governing the Proceedings.

- A. The proceedings before the Arbitral Tribunal shall be governed by these Rules and, where these Rules are silent, by any rules which the parties or, failing them, the Arbitral Tribunal may decide.



- B. In all cases, the Arbitral Tribunal shall act fairly and impartially and ensure that the parties are treated with equality and that at any stage of the proceedings each party is given a full opportunity of presenting his case.
- C. If either party so requests at any stage of the proceedings, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

RULE 33: Applicable Rules of Law.

- A. In arbitration other than International commercial arbitration, the arbitral tribunal shall decide the dispute in accordance with the law in force in India.
- B. In all other arbitration, the parties shall be free to agree upon the rules of law to be applied by the Arbitral Tribunal to the merits of the dispute. In the absence of any such agreement, the Arbitral Tribunal shall apply the rules of law, which it determines to be appropriate.
- C. In all cases the Arbitral Tribunal shall take account of the provisions of the contract and the relevant trade usages.
- D. The Arbitral Tribunal shall assume the powers of an *amiabile compositeur* or decide *ex aequo et bono* only if the parties have agreed to give it such powers.

RULE 34: Terms of Reference; Procedural Timetable.

- A. As soon as it has received the file from IIAM, the Arbitral Tribunal 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:
 - a) the full names and descriptions of the parties;
 - b) the addresses of the parties to which notifications and communications arising in the course of the arbitration may be made;
 - c) a summary of the parties' respective claims and of the relief sought by each party, with an indication to the extent possible of the amounts claimed or counter-claimed;
 - d) unless the Arbitral Tribunal considers it inappropriate, a list of issues to be determined;
 - e) the full names, descriptions and addresses of the arbitrators;
 - f) the place of the arbitration; and
 - g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the Arbitral Tribunal to act as *amiabile compositeur* or to decide *ex aequo et bono*.
- B. The Terms of Reference shall be signed by the parties and the Arbitral Tribunal. Within three (3) months of the date on which the file has been transmitted to it, the Arbitral Tribunal shall transmit to IIAM the Terms of Reference signed by it and by the parties.
- C. When drawing up the Terms of Reference, or as soon as possible thereafter, the Arbitral Tribunal, after having consulted the parties, shall establish in a separate document a provisional timetable that it intends to follow for the conduct of the arbitration and shall communicate it to



IIAM and the parties. Any subsequent modifications of the provisional timetable shall also be communicated to IIAM and the parties.

RULE 35: New Claims.

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

RULE 36: Establishing the Facts of the Case.

- A. The Arbitral Tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
- B. After studying the written submissions of the parties and all documents relied upon, the Arbitral Tribunal shall hear the parties together in person if any of them so requests or, failing such a request, it may of its own motion decide to hear them.
- C. The Arbitral Tribunal 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.
- D. The Arbitral Tribunal, after having consulted 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 appointed by the Tribunal.
- E. The Arbitral Tribunal may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.

RULE 37: Further Written Statements.

- A. The Arbitral tribunal may decide whether the parties shall present any written statements in addition to statements of claims and counterclaims and statements of defense, and it shall fix the periods of time for submitting any such statements.
- B. The periods of time fixed by the tribunal for the communication of such written statements should not exceed forty-five (45) days. However, the tribunal may extend such time limits if it considers such an extension justified.

RULE 38: Pleas as to Jurisdiction.

- A. The Arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.
- B. The Arbitral tribunal shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not for that reason alone render invalid the arbitration clause.
- C. A party must object to the jurisdiction of the tribunal or to the arbitrability of a claim or counterclaim not later than the filing of the statement of defense, to the claim or counterclaim that gives rise to the objection.
- D. A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. In either case the Tribunal may nevertheless admit a late plea under this



Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has appointed, or participated in the appointment of an arbitrator.

- E. In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in their final award.

RULE 39: Interim measures of protection.

- A. At the request of any party, the arbitral tribunal may take whatever interim measures it deems necessary, including injunctive relief and measures for the protection or conservation of property.
- B. Such interim measures may take the form of an interim award, and the arbitral tribunal may require security for the costs of such measures.
- C. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. Any such request made by any party to a judicial authority and the orders passed therein shall be intimated by the party immediately to IIAM.
- D. The arbitral tribunal may in its discretion apportion costs associated with applications for interim relief in any interim award or in the final award.

RULE 40: Evidence.

- A. Each party shall have the burden of proving the facts relied on to support its claim or defense. Parties shall have a full and equal opportunity to present relevant and reliable evidence and oral and written arguments in support of their positions.
- B. The arbitral tribunal may order a party to deliver to the tribunal and to the other parties a summary of the documents and other evidence, which that party intends to present in support of its claim, counterclaim or defense.
- C. The parties shall not reveal any matters disclosed by either parties in a conciliation proceedings in connection with the dispute nor any views or suggestions or admissions made by either party or any proposals made by any conciliator or the fact that any party had indicated its willingness to accept any such proposals, before the Arbitral tribunal for the purpose of evidence and the Arbitral tribunal shall not accept it for the purpose of deciding the dispute.
- D. At any time during the proceedings, the arbitral tribunal may order parties to produce other documents, exhibits or other evidence it deems necessary or appropriate.
- E. The Arbitral Tribunal shall determine the admissibility and weight of evidence and shall not be bound by rules of evidence. A Party may object to the introduction of evidence by another Party, and the Arbitral Tribunal shall rule on the objection.
- F. The Arbitral Tribunal may visit a site to examine a matter relating to the arbitration accompanied by the Parties or their representatives if they so choose.
- G. A Party who requires an interpreter shall arrange and pay for the interpreter. The Arbitral Tribunal may have an interpreter present, with a fee assessed to a Party or Parties as determined by IIAM.



RULE 41: Hearing.

- A. The arbitral tribunal shall give the parties at least thirty (30) days' advance notice of the date, time and place of the initial oral hearing. The tribunal shall give reasonable notice of subsequent hearings.
- B. The Arbitral Tribunal 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 Arbitral Tribunal and the parties, persons not involved in the proceedings shall not be admitted.
- C. No record of a hearing shall be kept unless agreed by all Parties or ordered by the Arbitral Tribunal. The Party or Parties requesting a record shall pay for the record, and promptly provide a copy of the transcript or recording to the Arbitral Tribunal, and, if requested by another Party, to that Party, at that Party's expense.

RULE 42: Witnesses.

- A. The Arbitral Tribunal may at any time require any party to give notice of the identity of witnesses he intends to call and a short summary of the subject matter of their testimony and its relevance to the issues. The Arbitral Tribunal may also require the exchange of witnesses' statements and of expert reports.
- B. At least fifteen (15) days before the hearings, each party shall give the arbitral tribunal, IIAM and the other parties the names and addresses of any witnesses it intends to present, the subject of their testimony and the languages in which such witnesses will give their testimony.
- C. At the request of the arbitral tribunal or pursuant to mutual agreement of the parties, IIAM shall make arrangements for the interpretation of oral testimony or for a record of the hearing.
- D. The arbitral tribunal may require any witness or witnesses to retire during the testimony of other witnesses. The tribunal may determine the manner in which witnesses are examined.
- E. The Arbitral Tribunal has discretion to allow, limit, or refuse to allow the appearance of witnesses, whether witnesses of fact or expert witnesses.
- F. Any witness who gives oral evidence may be questioned by each party or its Representative, under the control of the Arbitral Tribunal, and may be required by the Arbitral Tribunal to testify under oath or affirmation. The Arbitrator may put questions to the witnesses at any stage of the examination.
- G. The testimony of witnesses may be presented in written form, either as signed statements or by duly sworn affidavits, and the Arbitral Tribunal may order that such statements or affidavits shall stand as evidence-in-chief.
- H. If a witness or expert witness fails to appear before the arbitral tribunal to give evidence, in spite of such a request by any of the parties or by the arbitral tribunal, the arbitral tribunal or any such party with the approval of the arbitral tribunal may apply to the Court for assistance in taking evidence under Sec. 27 of the Arbitration Act.

RULE 43: Experts.

- A. The arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues designated by the arbitral tribunal and communicated to the parties.
- B. The parties shall provide such an expert with any relevant information or produce for inspection any relevant documents or goods that the expert may require. Any dispute between a party and the expert as to the relevance of the requested information or goods shall be referred to the arbitral tribunal for decision.



- C. Upon receipt of an expert's report, IIAM shall send a copy of the report to all parties and the arbitral tribunal shall give the parties an opportunity to express, in writing, their opinion on the report. A party may examine any document on which the expert has relied in such a report.
- D. At the request of any party, the tribunal shall give the parties an opportunity to question the expert at a hearing. At this hearing, parties may present expert witnesses to testify on the points at issue.

RULE 44: Default by Parties.

- A. If, within the period of time fixed by the Rules, the claimant has failed to communicate his claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the arbitral tribunal, the respondent has failed to communicate his statement of defense without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.
- B. If one of the parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
- C. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.
- D. If a Party does not respond to a Claim, an Arbitrator will timely review the merits of the Claim for purposes of issuing an Award.
- E. Notices regarding a Hearing need not be provided to a Party who has failed to respond to a Claim or otherwise appear or defend as provided in these Rules.
- F. No Award shall be issued against a Party solely because that Party failed to respond, or appear or defend.

RULE 45: Closing of the Proceedings.

- A. When it is satisfied that the parties have had a reasonable opportunity to present their cases, the Arbitral Tribunal shall declare the proceedings closed. Thereafter, no further submission or argument may be made, or evidence produced, unless requested or authorized by the Arbitral Tribunal.
- B. The arbitral tribunal in its discretion, on its own motion or upon application of a party, may reopen the proceedings at any time before the award is made.
- C. When the Arbitral Tribunal has declared the proceedings closed, it shall indicate to IIAM an approximate date by which the draft Award will be submitted for scrutiny. Any postponement of that date shall be communicated to IIAM by the Arbitral Tribunal.

SECTION V
AWARDS

RULE 46: Awards, Decisions and Rulings.

- A. Unless all parties agree otherwise, the arbitral Tribunal shall make its award in writing within forty-five (45) days from the date on which the proceedings are closed.
- B. When there is more than one arbitrator, any award, decision or ruling of the arbitral tribunal shall be made by a majority of the arbitrators. If any arbitrator fails to sign the award, it shall be accompanied by a statement of the reason for the absence of such signature.



- C. By agreeing to have arbitration under these Rules, the parties undertake to carry out the award without delay. Awards shall be final and binding on the parties from the date they are made.
- D. An arbitration is terminated by the final award passed by the arbitral tribunal.

RULE 47: Form and Effect of the Award.

- A. Awards shall be made in writing, promptly by the arbitral tribunal, and shall be final and binding on the parties.
- B. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons need be given.
- C. The award shall contain the date and the place where the award was made, which shall be the place designated pursuant to Rule 28.
- D. Unless otherwise agreed by parties, where an award is for payment of money, the arbitral tribunal may include in the sum for which an award is made, interest at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of period between the date on which the cause of action arose and the date on which the award is made.
- E. In addition to making a final award, the tribunal may make interim, interlocutory, or partial orders and awards.

RULE 48: Scrutiny of the Award.

Unless otherwise agreed by parties, for all claims more than Rs. 50 lakhs, before signing any Award, the Arbitral Tribunal shall submit it in draft form to IIAM. The Scrutiny Board may lay down modifications as to the form of the Award and, without affecting the Arbitral Tribunal's liberty of decision, may also draw its attention to points of substance. No Award shall be rendered by the Arbitral Tribunal until it has been approved by the Scrutiny Board.

RULE 49: Notification, Deposit and Enforceability of the Award.

- A. Once an Award has been made, copies of the award shall be communicated to the parties by IIAM, provided always that the costs of the arbitration have been fully paid to IIAM by the parties or by one of them.
- B. Additional copies certified true by the administrator 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 present Rules shall be deposited with IIAM.
- D. IIAM shall assist the parties in complying with whatever further formalities may be necessary.
- E. Every Award shall be binding on the parties. By submitting the dispute to arbitration under these 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.
- F. If any party fails to comply with the directions made in the award, the award can be executed and enforced under the Code of Civil Procedure, 1908 (V of 1908) in the same manner as if it were a decree of the Court.



RULE 50: Interpretation or Correction of the Award.

- A. Within thirty (30) days after the receipt of an award, any party, may by notice to IIAM, request the arbitral tribunal to interpret the award or correct any clerical, typographical or computation errors in the award.
- B. If the arbitral tribunal considers such a request justified, after considering the contentions of the parties, it shall comply with such a request within thirty (30) days after the request. Any correction, which shall take the form of a separate memorandum, shall become part of the award.
- C. The arbitral Tribunal may correct any error of the type referred to in Rule 50A on its own initiative within thirty (30) days of the date of the award.

RULE 51: Additional Award.

Unless otherwise agreed by the parties, a party may, within thirty (30) days of receipt of the award, and with notice to the other party or parties, by notice to IIAM request the Arbitral Tribunal to make an additional award as to claims presented in the arbitral proceedings but not dealt with in the award. If the Tribunal considers the request to be justified, it shall make the additional award within forty-five (45) days of receipt of the request.

RULE 52: Settlement or other grounds for Termination.

- A. The arbitral tribunal may encourage settlement of a dispute and with the agreement of the parties may use mediation, conciliation or other procedures at any time during the proceedings to encourage settlement.
- B. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.
- C. An award on agreed terms shall have the same status and effect as any other arbitral award on the substance of the dispute.
- D. If, before the award is made, the parties agree on termination of the proceedings or the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.

RULE 53: Costs of Arbitration.

- A. The arbitral tribunal shall fix the costs of arbitration in its award. The tribunal may apportion such costs among the parties if it determines that such apportionment is reasonable, taking into account the circumstances of the case.
- B. The Arbitral Tribunal shall specify in the award, the total amount of the costs of the arbitration. Unless the parties shall agree otherwise, the arbitral Tribunal shall determine the proportions in which the parties shall pay and specify as to who is entitled to costs and as to who shall pay the costs.
- C. If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final award is made, the parties shall be jointly and severally liable to pay the costs of the arbitration as determined by the arbitral Tribunal. In the event that the costs so determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing agreement, in the same proportions as the deposits were made.



SECTION VI **MISCELLANEOUS**

RULE 54: Exclusion of Liability.

- A. Neither IIAM, any of its directors, officers, employees or agents, nor any arbitrators or members of the Scrutiny Board shall be liable for:
- (a) negligence in respect of anything done or omitted to be done in the capacity of arbitrator or in connection with any arbitration conducted under these Rules; and
 - (b) any mistake in law, fact or procedure made in the course of arbitral proceedings or in the making of an arbitral award.
- B. Neither IIAM, any of its directors, officers, employees or agents, nor any arbitrators or members of the Scrutiny Board shall be under any obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make any arbitrator, member of the Scrutiny Board or any director, officer, member, servant or agent of IIAM, a witness in any legal proceedings arising out of the arbitration whether before, during or after the arbitration.
- C. Every Party to any arbitration administered by IIAM or to an Arbitration Agreement agreeing to arbitrate under these Rules and IIAM agree that any Claim or dispute of any nature against IIAM or any director, agent, officer, employee, or affiliate of IIAM or any Arbitrator shall be resolved by final, binding arbitration conducted by a panel of three (3) Arbitrators. The Party or Parties shall select one Arbitrator; IIAM shall select a second Arbitrator; and these two Arbitrators shall select a third Arbitrator who is neutral and independent and who shall be the Presiding Arbitrator. The Arbitrators shall conduct the arbitration pursuant to these Rules. The Presiding Arbitrator shall have the powers of the administrator and perform those responsibilities. All fees payable under the Fee Schedule shall be assessed by the Presiding Arbitrator and paid to the panel of Arbitrators. Neither IIAM, nor its Director, nor any employee or agent of IIAM shall administer the arbitration.

RULE 55: Modified Time Limits.

- A. The parties may agree to shorten the various time limits set out in these Rules. Any such agreement entered into subsequent to the constitution of an Arbitral Tribunal shall become effective only upon the approval of the Arbitral Tribunal.
- B. IIAM or the Arbitral Tribunal, on its own initiative, may extend any time limit which has been modified pursuant to Rule 57A if it decides that it is necessary to do so in order that IIAM or the Arbitral Tribunal may fulfill their responsibilities in accordance with these Rules.

RULE 56: Waiver.

A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of these Rules, or of any other rules 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 to the conduct of the proceedings, shall be deemed to have waived its right to object.

RULE 57: General Provisions.

- A. In all matters not expressly provided for in these Rules, IIAM and the Arbitral Tribunal shall act in the spirit of these Rules and shall make every effort to make sure that the Award is enforceable at law.



- B. Under these Rules a decision to be taken by IIAM, shall be taken by the Administrator. The Administrator may, if required delegate such of its duties and functions to the Registrar of IIAM office and the Registrar may decide such issues so specifically authorized by the Administrator.
- C. In the event a court of competent jurisdiction shall find any portion of this Rules to be in violation of the law or otherwise unenforceable, that portion shall not be effective and the remainder of the Rules shall remain effective.
- D. The Administrator or Arbitral Tribunal may decline the use of arbitration for any dispute, controversy, Claim, Response or Request that is not a proper or legal subject matter for arbitration. If Parties are denied the opportunity to arbitrate a dispute, controversy or Claim before IIAM, the Parties may seek legal and other remedies in accord with applicable law.
- E. IIAM may destroy all documents served on it pursuant to the Rules after the expiry of a period of one year after the date of the last correspondence received by IIAM relating to the arbitration.
- F. IIAM shall have the power and authority to effectuate the purposes of these Rules, including establishing appropriate rules and procedures governing arbitrations and altering, amending or modifying these Rules in accord with the law.
- G. In the case of international arbitrations referred by other ADR Institutions or in the case of administration of arbitration of disputes which is to be jointly administered by IIAM and any other institution, the rules, including the fee schedule may be decided by IIAM jointly with the other institution.
- H. The Fee structure under the Rules shall be fee published by IIAM in the Fee Schedule as on the date of submission of arbitration. The current fee schedule of IIAM shall be notified by IIAM from time to time or published in its official web site.
- I. Any of the above procedures may be altered by the administrator, in his sole discretion, to fit the circumstances of a particular case. Any matter not specifically addressed by these rules, or any conflict or ambiguity in these rules, will be decided by the administrator. The administrator, in his sole discretion, has authority to prepare forms, resolve procedural disputes, impose time limits on the parties, and otherwise require a party to take action or refrain from taking action.



Recommended Clauses:

Future Disputes:

Parties to a contract who wish to have any future disputes referred to arbitration under the IIAM Arbitration/ Mediation Rules may insert in the contract a clause in the following form:

Suggested Arbitration Clause

"Any dispute or difference arising out of or in connection with this contract, including any question regarding its existence, operation, termination, validity or breach thereof shall be referred to and finally resolved by arbitration as per the Arbitration & Conciliation Act, 1996 and shall be conducted by the Indian Institute of Arbitration & Mediation, in accordance with their Arbitration Rules ("IIAM Arbitration Rules") for the time being in force." *

Suggested Med-Arb Clause

"Any dispute or difference arising out of or in connection with this contract shall first be referred to mediation at the Indian Institute of Arbitration & Mediation (IIAM) and in accordance with its then current Mediation Rules and as per the Arbitration & Conciliation Act, 1996. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to and determined by arbitration as per the Arbitration & Conciliation Act, 1996 by IIAM in accordance with its Arbitration Rules". *

* The parties may wish to consider adding:

- "The number of arbitrators shall be (one or three)";
- "The place of arbitration shall be (city and/or country)";
- "The language(s) of the arbitration shall be _____";
- "The Tribunal shall consist of _____ arbitrator(s) to be appointed by the Administrator of IIAM".

Existing Disputes:

Parties who wish to arbitrate an existing dispute, but there is no agreement between the parties for arbitration, can enter into an IIAM Arbitration agreement.

For information please contact IIAM Administrator: adm@arbitrationindia.com
