

Indian Dispute Resolution Centre Domestic Arbitration Rules, 2019

IDRC DOMESTIC ARBITRATION RULES, 2019

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Indian Dispute Resolution Centre Domestic Arbitration Rules, 2019

Introduction

These Rules may be called 'Indian Dispute Resolution Centre Domestic Arbitration Rules, 2019', thereafter referred to as 'IDRC Domestic Arbitration Rules, 2019' and simply 'Rules'. These Rules have been adopted by the Council of the Indian Dispute Resolution Centre (IDRC) for use by parties who seek the procedural flexibility and cost-effectiveness of an arbitration administered by the IDRC.

Applicability

These Rules may be adopted in a written agreement at any time before or after a dispute has arisen, and may be adopted for use in domestic arbitrations commenced under a contract or treaty. Provisions regarding the scope of application of these Rules are set out in Article 1.

PART I GENERAL RULES

Article 1 - Scope of Application

- 1.1. These Rules shall govern arbitrations where an arbitration agreement (whether entered into before or after a dispute has arisen) :
 - (a) Provides for these Rules to apply; or
 - (b) Where the Chief Justice of the High Court or their respective designates refers a Dispute for adjudication by arbitration to the IDRC whether before or after appointing the arbitrator(s).
- 1.2. By agreeing to arbitration in accordance with Article 1.1, the parties accept that the arbitration shall be administered by IDRC Council.
- 1.3. Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming IDRC as appointing authority, or from requesting certain administrative services from IDRC, without subjecting the arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by IDRC from time to time.
- 1.4. These Rules shall come into force on 2nd October, 2019 and, unless the parties have agreed otherwise, shall apply to all arbitrations falling within Article 1.1 in which the Notice of Arbitration is submitted on or after that date.

Article 2 - Interpretation of Rules

- 2.1. IDRC Council shall have the power to interpret all provisions of these Rules. The arbitral tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by Council, the arbitral tribunal's interpretation shall prevail.
- 2.2. Where the parties have designated an IDRC or person to perform a function that is delegated to IDRC under the Rules, that function shall be performed by IDRC.
- 2.3. References to "**IDRC**" are to the Governing Council of IDRC or any other body subordinate or person designated by it to perform the functions referred to herein, or, where applicable, to the Secretary-General of IDRC and an official of the Secretariat of IDRC duly authorised in this regard.
- 2.4. References to "**Claimant**" include one or more claimants/counter claimants.
- 2.5. References to "**Respondent**" include one or more respondents.
- 2.6. References to "**additional party**" include one or more additional parties and references to "**party**" or "**parties**" include Claimant, Respondent and/or an additional party.
- 2.7. References to the "**arbitral tribunal**" include one or more arbitrators.
- 2.8. References to "**witness**" include one or more witnesses and references to "**expert**" include one or more experts.
- 2.9. References to "**claim**" or "**counterclaim**" include any claim or claims by any party against any other party. References to "**defence**" include any defence or defences by any party to any claim or counterclaim submitted by any other party, including any defence for the purpose of a set-off or cross-claim.
- 2.10. References to "**arbitration agreement**" include one or more arbitration agreements.
- 2.11. References to "**language**" include one or more languages, unless agreed between the parties otherwise it shall be English language.
- 2.12. References to "**award**" include, inter alia, an interim, interlocutory, partial or final award.
- 2.13. References to the "**seat**" of arbitration mean the place of arbitration as agreed between the parties to an arbitration, in default it shall be New Delhi.

- 2.14. References to “**written communications**” include all notifications, proposals, pleadings, statements, documents, orders and awards that are produced, submitted or exchanged in the arbitration.
- 2.15. References to “**communication**” mean delivery, transmission or notification of a written communication by hand, registered post, courier service, email or other means of telecommunication that provides a record of transmission.
- 2.16. These Rules include all Schedules attached thereto, as amended from time to time by Council, in force on the date the Notice of Arbitration is submitted.
- 2.17. Council may from time to time issue Practice Notes and Guidelines to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.
- 2.18. English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.
- 2.19. “**Act**” means the Arbitration and Conciliation Act, 1996 and the amendments thereto or any re-enactment thereof;
- 2.20. “**Court**” means with respect to any matter relating to an arbitration proceeding, the Civil Court within the meaning of Section 2 (e) of the Act.
- 2.21. “**High Court**” shall mean and include the High Court of Delhi situated in Delhi, as also other High Courts throughout India;
- 2.22. “**Registrar**” shall mean the Registrar General of the Delhi High Court and shall include, if the context so requires, the Additional or Deputy Registrars and any other officer(s) discharging such duties in any of the High Courts; as also other High Courts in India.
- 2.23. “**Request**” means a written communication to Council to initiate the arbitration proceedings in accordance with these Rules.
- 2.24. “**Rules**” means these rules framed by Council to regulate the process of adjudication of disputes by arbitration and shall include amendments thereto;
- 2.25. “**Council**” mean the Council of the Indian Dispute Resolution Centre, New Delhi.
- 2.26. “**Entering of reference by the tribunal**” means when the arbitrator or all the arbitrators, as the case may be, have received notice, in writing, of their appointment from Council.
- 2.27. “**Panel**” means panel of arbitrators maintained by the Council.

- 2.28. **“Secretary General”** means the Secretary General for the time being appointed by the Council and includes such other persons as the Council may nominate for carrying out the duties of the Registrar under these rules.

Article 3 - Written Communications and Calculation of Time Limits

- 3.1. Any written communication pursuant to these Rules shall be deemed to be received by a party, arbitrator or Council if:
- (a) communicated to the address and/or email address communicated by the addressee or its representative in the arbitration; or
 - (b) in the absence of (a), communicated to the address and/or email address specified in any applicable agreement between the parties; or
 - (c) in the absence of (a) and (b), communicated to any address and/or email address which the addressee holds out to the world at the time of such communication; or
 - (d) in the absence of (a), (b) and (c), communicated to any last known address and/or email address of the addressee; or
 - (e) uploaded to any secured online repository that the parties have agreed to use.
- 3.2. If, after reasonable efforts, communication cannot be effected in accordance with Article 3.1, a written communication is deemed to have been received if it is sent to the addressee’s last-known address and/or email address by means that provides a record of attempted communication.
- 3.3. Any written communication shall be deemed received on the earliest day when it is communicated pursuant to paragraph 3.1(a) to (d), uploaded pursuant to paragraph 3.1(e), or attempted to be communicated pursuant to Article 3.2. For this purpose, the date shall be determined according to the local time at the place of receiving such written communication or a notice of the upload pursuant to paragraph 3.1(e).
- 3.4. Where a written communication is being communicated to more than one party, or more than one arbitrator, such written communication shall be deemed received when it is communicated pursuant to Article 3.1(a) to (d), or attempted to be communicated pursuant to Article 3.2, to the last intended recipient, or when a notice that such written communication has been uploaded pursuant to Article 3.1(e) is communicated to the last intended recipient.
- 3.5. Time limits under these Rules shall begin to run on the day following the day when any written communication is received or deemed received. If the last day of the time limit is an official holiday or a non-business day at the place of receipt, the time limit shall be extended until the first business day which follows. Official holidays or non-business days occurring during the running of the time limit shall be included in calculating the time limit.
- 3.6. If the circumstances of the case so justify, Council may amend the time limits provided for in these Rules, as well as any time limits that it has set, whether any such time limits have expired. Council shall not amend any time

limits agreed by the parties or set by the arbitral tribunal or emergency arbitrator unless the parties agree or the arbitral tribunal or emergency arbitrator directs otherwise.

- 3.7 The arbitration proceedings, in entirety (including passing of the award) should be concluded within a period of twelve months from the date the arbitral tribunal enters the reference but every endeavour should be made by the Tribunal to ensure that it is completed before such period as per Section 29A of the Act.
- 3.8 The final arbitral award must be rendered by the Arbitrator(s) within a period of 2 months from the date of conclusion of hearing and the Arbitrators are advised to make the award as expeditiously as possible after the close of hearings.
- 3.9 The Arbitral Tribunal may in exceptional circumstances and for reasons to be recorded in writing, extend the period set out in Article 3.7 by a further period not exceeding six months.
- 3.10 In construing the periods mentioned in this clause, any duration for which the proceedings have been stayed by a court of law will be excluded.

Article 4 - Commencement of Arbitration

- 4.1. The party initiating arbitration (the "Claimant") shall communicate a Notice of Arbitration to Council and the other party (the "Respondent")
- 4.2. An arbitration shall be deemed to commence on the date the arbitral tribunal enters the reference.
- 4.3. The Notice of Arbitration shall include the following:
 - (a) a request that the dispute be referred to arbitration;
 - (b) the names and (in so far as known) the addresses, and/or email addresses of the parties and of their representatives;
 - (c) a copy of the arbitration agreement invoked;
 - (d) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises, or reference thereto;
 - (e) a description of the general nature of the claim and an indication of the amount involved, if any;
 - (f) the relief or remedy sought;
 - (g) a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;
 - (h) the Claimant's proposal and any comments regarding the appointment of a sole arbitrator under Article 7, or the Claimant's appointment of an arbitrator under Article 8;
 - (i) the existence of any funding agreement and the identity of any third party funder pursuant to Article 43; and

- (j) confirmation that copies of the Notice of Arbitration and any supporting materials included with it have been or are being communicated simultaneously to the Respondent by one or more means of service to be identified in such confirmation.
 - (k) Statements as to applicable laws if any, and language in which arbitration is to be conducted.
- 4.4 The Notice of Arbitration shall be accompanied by payment to IDRC of the Registration Fee as required by Schedule I.
- 4.5 The Notice of Arbitration may include the Statement of Claim.
- 4.6 If the Notice of Arbitration does not comply with these Rules or if the Registration Fee is not paid, IDRC may request the Claimant to remedy the defect within an appropriate time limit. If the Claimant complies with such directions within the applicable time limit, the arbitration shall be deemed to have commenced under Article 4.2 on the date the initial version was received by Council. If the Claimant fails to comply, the arbitration shall be deemed not to have commenced under Article 4.2 without prejudice to the Claimant's right to submit the same claim at a later date in a subsequent Notice of Arbitration.
- 4.7 Where an amendment is made to the Notice of Arbitration prior to the constitution of the arbitral tribunal, Council has discretion to determine whether and to what extent such amendment affects other time limits under the Rules 4.8 The Claimant shall notify, and lodge documentary verification with, Council of the date the Respondent receives the Notice of Arbitration and any supporting materials included with it.
- 4.8 The party making request shall submit sufficient number of copies of the request as stipulated by Centre, being one copy for Centre, one copy for each arbitrator and one copy for the other party.

Article 5 - Answer to the Notice of Arbitration

- 5.1. Within 30 days from receipt of the Notice of Arbitration, the Respondent shall communicate an Answer to the Notice of Arbitration to Council and the Claimant. The Answer to the Notice of Arbitration shall include the following:
- (a) the name, address and/or email address of the Respondent and of its representatives (if different from the description contained in the Notice of Arbitration);
 - (b) any plea that an arbitral tribunal constituted under these Rules lacks jurisdiction;
 - (c) the Respondent's comments on the particulars set forth in the Notice of Arbitration, pursuant to Article 4.3(e);
 - (d) the Respondent's answer to the relief or remedy sought in the Notice of Arbitration, pursuant to Article 4.3(f);

- (e) the Respondent's proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;
- (f) the Respondent's proposal and any comments regarding the appointment of a sole arbitrator Article 7 or the Respondent's appointment of an arbitrator under Article 8;;
- (g) the existence of any funding agreement and the identity of any third party funder pursuant to Article 43; and
- (h) confirmation that copies of the Answer to the Notice of Arbitration and any supporting materials included with it have been or are being communicated simultaneously to all other parties to the arbitration by one or more means of service to be identified in such confirmation.

5.2. The Answer to the Notice of Arbitration may also include the Statement of Defence, if the Notice of Arbitration contained the Statement of Claim.

5.3. Any counterclaim, set-off defence or cross-claim shall, to the extent possible, be raised with the Respondent's Answer to the Notice of Arbitration, which should include in relation to any such counterclaim, set-off defence or cross-claim:

- (a) a copy of the contract(s) or other legal instrument(s) out of or in relation to which it arises, or reference thereto;
- (b) a description of the general nature of the counterclaim, set-off defence and/or cross-claim, and an indication of the amount involved, if any; and
- (c) the relief or remedy sought.

5.4 At this stage the Council shall assess the Claim and/or the Counter Claim and will ascertain the Administrative Fees and the Arbitrators Fees, in terms of Schedule III, payable by both the parties equally. Council shall issue a communication to both sides and request them to deposit the above fees within 15 days of receipt of communication.

5.5 If the respondent side fails to make payment of its share of Administrative Fees and the Arbitrators Fees within 15 days, then Council shall communicate it to the Claimant for depositing the Respondent's share of above fees within 7 days.

5.6 In case the above payments are not made as stipulated above, the case shall not proceed further.

5.7 Council shall transmit the case file to the arbitral tribunal as soon as it has been constituted, provided that any deposit requested by IDRC has been paid, unless Council determines otherwise.

PART III. THE ARBITRAL TRIBUNAL

Article 6 - Number of Arbitrators

- 6.1. If the parties have not agreed upon the number of arbitrators before the arbitration commences or within 30 days from the date the Notice of Arbitration is received by the Respondent, Council shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators, taking into account the issues involved/quantum of the claim.
- 6.2. Where a case is conducted under a Fast Track Procedure in accordance with Article 42.
- 6.3. When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose in writing any circumstances,—
 - (a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and
 - (b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

Explanation 1. The grounds stated in the Fifth Schedule of Arbitration and Conciliation Act, 1996 shall guide in determining whether circumstances exist which give rise to justifiable doubts as to the independence or impartiality of an arbitrator.

Explanation 2. The disclosure shall be made by such person in the form specified in the Sixth Schedule of Arbitration and Conciliation Act, 1996]

Article 7 - Appointment of a Sole Arbitrator

- 7.1. Unless the parties have agreed otherwise:
 - (a) where the parties have agreed before the arbitration commences that the dispute shall be referred to a sole arbitrator, they shall jointly designate the sole arbitrator from the panel within 30 days from the date the Notice of Arbitration was received by the Respondent.
 - (b) where the parties have agreed after the arbitration commences to refer the dispute to a sole arbitrator, they shall jointly designate the sole arbitrator within 15 days from the date of that agreement.
 - (c) where the parties have not agreed upon the number of arbitrators and Council has decided that the dispute shall be referred to a sole

arbitrator, the parties shall jointly designate the sole arbitrator within 15 days from the date Council's decision was received by the last of them.

- 7.2. If the parties fail to designate the sole arbitrator within the applicable time limit, Council shall appoint the sole arbitrator.
- 7.3. Where the parties have agreed on a different procedure for appointing the sole arbitrator and such procedure does not result in an appointment within a time limit agreed by the parties or set by Council, IDRC Council shall appoint the sole arbitrator.

Article 8 - Appointment of Three Arbitrators

- 8.1. Where a dispute between two parties is referred to three arbitrators, the arbitral tribunal shall be constituted as follows, unless the parties have agreed otherwise:
 - (a) where the parties have agreed before the arbitration commences that the dispute shall be referred to three arbitrators, each party shall designate in the Notice of Arbitration and the Answer to the Notice of Arbitration, respectively, one arbitrator. If either party fails to designate an arbitrator, Council shall appoint the arbitrator.
 - (b) where the parties have agreed after the arbitration commences to refer the dispute to three arbitrators, the Claimant shall designate an arbitrator within 15 days from the date of that agreement, and the Respondent shall designate an arbitrator within 15 days from receiving notice of the Claimant's appointment. If a party fails to designate an arbitrator, Council shall appoint the arbitrator.
 - (c) where the parties have not agreed upon the number of arbitrators and Council has decided that the dispute shall be referred to three arbitrators, the Claimant shall designate an arbitrator within 15 days from receipt of Council's decision, and the Respondent shall designate an arbitrator within 15 days from receiving notice of the Claimant's appointment. If a party fails to designate an arbitrator, Council shall appoint the arbitrator.
 - (d) The Council shall designate a third arbitrator, who shall act as the presiding arbitrator.
- 8.2. Where there are more than two parties to the arbitration and the dispute is to be referred to three arbitrators, the arbitral tribunal shall be constituted as follows, unless the parties have agreed otherwise:
 - (a) the Claimant or group of Claimants shall designate an arbitrator and the Respondent or group of Respondents shall designate an arbitrator in accordance with the procedure in Article 8.1(a), (b) or (c), as applicable;
 - (b) if the parties have designated arbitrators in accordance with Article 8.2(a), the procedure in Article 8.1(d) shall apply to the appointment of the presiding arbitrator;

(c) in the event of any failure to designate arbitrators under Article 8.2(a) or if the parties do not all agree that they represent two separate sides (as Claimant and Respondent respectively) for the purposes of designating arbitrators, Council may appoint all members of the arbitral tribunal with or without regard to any party's appointment.

8.3 Where the parties have agreed on a different procedure for designating three arbitrators and such procedure does not result in the appointment of an arbitrator within a time limit agreed by the parties or set by Council, IDRC Council shall appoint the arbitrator.

Article 9 - Confirmation of the Arbitral Tribunal

9.1 All appointments of any arbitrator, whether made by the parties or the arbitrators from the Panel, are subject to confirmation by Council, upon which the appointments shall become effective. In case of non-confirmation for any reason, parties/Arbitrators shall be free to appoint afresh.

9.2 Where the parties have agreed that an arbitrator is to be appointed by one or more of the parties or by the arbitrators already confirmed or appointed, that agreement shall be deemed an agreement to designate an arbitrator under the Rules.

9.3 The appointment of an arbitrator shall be confirmed taking into account any agreement by the parties as to an arbitrator's qualifications, any information provided under Article 11.4, and in accordance with Article 10.

Article 10 - Fees and Expenses of the Arbitral Tribunal

10.1 The fees and expenses of the arbitral tribunal shall be determined in accordance with Schedule II and Schedule III;

10.2 In case of Sole Arbitrator the arbitral tribunal's Fees shall be paid 25% more in addition to what is provided in the Schedule;

10.3 The Administrative Fees and the Arbitral Tribunal's Fees and expenses shall be shared equally between the Parties and

10.4 Each Member of the tribunal is entitled to be paid as per the Schedule III.

Article 11 - Qualifications and Challenge of the Arbitral Tribunal

11.1. An arbitral tribunal confirmed under these Rules shall be and remain at all times impartial and independent of the parties.

- 11.2. Before confirmation or appointment, a prospective arbitrator shall (a) sign a statement confirming his or her availability to decide the dispute and his or her impartiality and independence; and (b) disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, once confirmed or appointed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.
- 11.3. No party or its representatives shall have any *ex parte* communication relating to the arbitration with any arbitrator or a potential arbitrator.
- 11.4. An appointment of arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not possess qualifications agreed by the parties. A party may challenge the arbitrator designated by it or in whose appointment it has participated only for reasons of which it becomes aware after the appointment has been made.
- 11.5. A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after the confirmation or appointment of that arbitrator has been communicated to the challenging party or within 15 days after that party became aware of the circumstances mentioned in Article 11.3.
- 11.6. The notice of challenge shall be communicated to Council, all other parties, the challenged arbitrator and any other members of the arbitral tribunal. The notice of challenge shall state the reasons for the challenge.
- 11.7. Unless the arbitrator being challenged resigns/recuse or the non-challenging party agrees to the challenge within 15 days from receiving the notice of challenge, the tribunal shall decide on the challenge. Pending the determination of the challenge, the arbitral tribunal (including the challenged arbitrator) may continue the arbitration. However the decision to the challenge should be taken as expeditiously as possible but not later than 3 months.
- 11.8. If an arbitrator resigns/recuse or a party agrees to a challenge under Article 11.7, no acceptance of the validity of any ground referred to in Article 11.4 shall be implied.
- 11.9.(1) The mandate of an arbitrator shall terminate and he shall be substituted by another arbitrator,
- (a) he becomes *de jure or de facto* unable to perform his functions or for other reasons fails to act without undue delay; and
 - (b) he resigns/recuse from his office or the parties agree to the termination of his mandate.

- (2) If a controversy remains concerning any of the grounds referred to in clause (a), a party may, unless otherwise agreed by the parties, apply to the Court to decide on the termination of the mandate.
- 11.10. (1) In addition to the circumstances referred to in section 13 or section 14, the mandate of an arbitrator shall terminate—
- (a) where he resigns/recuse from office for any reason; or
 - (b) by or pursuant to agreement of the parties.
- (2) Where the mandate of an arbitrator terminates, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.
- (3) Unless otherwise agreed by the parties, where an arbitrator is replaced under sub-section (2), any hearings previously held may be repeated at the discretion of the arbitral tribunal.
- (4) Unless otherwise agreed by the parties, an order or ruling of the arbitral tribunal made prior to the replacement of an arbitrator under this section shall not be invalid solely because there has been a change in the composition of the arbitral tribunal.
- 11.11. The Arbitrator appointed under IDRC Rules shall be appointed in accordance to the Schedule VIII of the Arbitration and Conciliation Act, 1996 which is as follows, “A person shall not be qualified to be an arbitrator unless he—
- i. is an advocate within the meaning of the Advocates Act, 1961 having ten years of practice experience as an advocate; or
 - ii. is a chartered accountant within the meaning of the Chartered Accountants Act, 1949 having ten years of practice experience as a chartered accountant; or
 - iii. is a cost accountant within the meaning of the Cost and Works Accountants Act, 1959 having ten years of practice experience as a cost accountant; or
 - iv. is a company secretary within the meaning of the Company Secretaries Act, 1980 having ten years of practice experience as a company secretary; or
 - v. has been an officer of the Indian Legal Service; or
 - vi. has been an officer with law degree having ten years of experience in the legal matters in the Government, Autonomous Body, Public Sector Undertaking or at a senior level managerial position in private sector; or
 - vii. has been an officer with engineering degree having ten years of experience as an engineer in the Government, Autonomous Body, Public Sector Undertaking or at a senior level managerial position in private sector or self-employed; or
 - viii. has been an officer having senior level experience of administration in the Central Government or State Government or having experience of senior level management of a Public Sector

- Undertaking or a Government company or a private company of repute;
- ix. is a person, in any other case, having educational qualification at degree level with ten years of experience in scientific or technical stream in the fields of telecom, information technology, Intellectual Property Rights or other specialised areas in the Government, Autonomous Body, Public Sector Undertaking or a senior level managerial position in a private sector, as the case may be”.

11.12 General norms applicable to Arbitrator:

- i. The arbitrator shall be a person of general reputation of fairness, integrity and capable to apply objectivity in arriving at settlement of disputes;
- ii. the arbitrator must be impartial and neutral and avoid entering into any financial business or other relationship that is likely to affect impartiality or might reasonably create an appearance of partiality or bias amongst the parties;
- iii. the arbitrator should not involve in any legal proceeding and avoid any potential conflict connected with any dispute to be arbitrated by him;
- iv. the arbitrator should not have been convicted of an offence involving moral turpitude or economic offence;
- v. the arbitrator shall be conversant with the Constitution of India, principles of natural justice, equity, common and customary laws, commercial laws, labour laws, law of torts, making and enforcing the arbitral awards;
- vi. the arbitrator should possess robust understanding of the domestic and international legal system on arbitration and international best practices in regard thereto;
- vii. the arbitrator should be able to understand key elements of contractual obligations in civil and commercial disputes and be able to apply legal principles to a situation under dispute and also to apply judicial decisions on a given matter relating to arbitration; and
- viii. the arbitrator should be capable of suggesting, recommending or writing a reasoned and enforceable arbitral award in any dispute which comes before him for adjudication.”

Article 12 - Replacement of an Arbitrator

12.1. Subject to Articles 12.2, 27.13 and 28.8, where an arbitrator dies or has been successfully challenged or has been otherwise removed or has resigned/recused, a substitute arbitrator shall be appointed pursuant to the rules that were applicable to the appointment of the arbitrator being replaced. These rules shall apply even if, during the process of appointing

the arbitrator being replaced, a party had failed to exercise its right to designate or to participate in the appointment.

12.2.If, at the request of a party, Council determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to designate a substitute arbitrator, Council may, after giving an opportunity to the parties and the remaining arbitrators to express their views:

(a) appoint the substitute arbitrator; or

(b) authorise the other arbitrators to proceed with the arbitration and make any decision or award.

12.3.If an arbitrator is replaced, the arbitration shall resume at the stage where the arbitrator was replaced or ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

12.4.Any time frames stipulated in the rules hereunder, for completion of any of the matters stipulated hereunder shall stand suspended during the period the Governing Council decides the issues relating to appointment or continuance of arbitrators. The Arbitral Tribunal may thereafter set appropriate time frames taking into consideration the provisions of these rules.

PART IV. CONDUCT OF ARBITRATION

Article 13 - General Provisions

13.1.Subject to these Rules, the arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration in order to avoid unnecessary delay or expense, having regard to the complexity of the issues, the amount in dispute and the effective use of technology, and provided that such procedures ensure equal treatment of the parties and afford the parties a reasonable opportunity to present their case.

13.2.At an early stage of the arbitration and in consultation with the parties, the arbitral tribunal shall prepare a provisional timetable for the arbitration, which shall be provided to the parties and Council.

13.3.Subject to Article 11.5, all written communications between any party and the arbitral tribunal shall be communicated to all other parties and Council.

13.4.The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.

13.5.The parties may be represented by persons of their choice, subject to Article 13.6. The names, addresses and/or email addresses of party representatives shall be communicated to all other parties, Council, and the

arbitral tribunal once constituted. The arbitral tribunal, emergency arbitrator or Council may require proof of authority of any party representatives.

13.6. After the arbitral tribunal is constituted, any change or addition by a party to its legal representatives shall be communicated promptly to all other parties, the arbitral tribunal and Council.

13.7. Where the parties agree to pursue other means of settling their dispute after the arbitration commences, the Council, the arbitral tribunal may, at the request of any party, suspend the arbitration procedure, as applicable, on such terms as it considers appropriate. The arbitration Procedure shall resume at the request of any party to the Council, the arbitral tribunal.

13.8. In all matters not expressly provided for in these Rules, the Council, the arbitral tribunal and the parties shall act in the spirit of these Rules.

13.9. The arbitral tribunal shall make every reasonable effort to ensure that an award is valid.

13.10. Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent.

Article 14 - Seat, Venue and Mode of the Arbitration

14.1. The parties may agree on the seat and mode of arbitration. Parties can also agree to online mode of arbitration as well as a mix of online and offline modes.

14.2. Where there is no agreement as to the seat and mode, the seat of arbitration shall be IDRC, New Delhi, unless the arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate. Unless the parties have agreed otherwise, the arbitral tribunal may meet at any location outside of the seat of arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the seat.

Article 15 - Language

15.1. All the arbitrations shall be conducted in English language.

15.2. Any supported material filed by the party shall be either in English or accompanied with its authentic English translation.

Article 16 - Statement of Claim

- 16.1. Unless the Statement of Claim was contained in the Notice of Arbitration (or the Claimant elects to treat the Notice of Arbitration as the Statement of Claim), the Claimant shall deliver the same to the Council within 30 days of issuance of Notice of Arbitration, which is extendable up to 15 days in exceptional circumstances.
- 16.2. The Statement of Claim shall include the following particulars:
- (a) a statement of the facts supporting the claim;
 - (b) the points at issue;
 - (c) the legal arguments supporting the claim; and
 - (d) the relief or remedy sought.
- 16.3. The Claimant shall annex to its Statement of Claim all supporting materials on which it relies.

Article 17 - Statement of Defence

- 17.1. Unless the Statement of Defence was contained in the Answer to the Notice of Arbitration (or the Respondent elects to treat the Answer to the Notice of Arbitration as the Statement of Defence), the Respondent shall communicate its Statement of Defence to all other parties and to the arbitral tribunal within a time limit to be determined by the arbitral tribunal.
- 17.2. The Statement of Defence shall reply to the particulars of the Statement of Claim (set out in Article 16.2(a) to (c)). If the Respondent has raised an objection to the jurisdiction or to the proper constitution of the arbitral tribunal, the Statement of Defence shall contain the factual and legal basis of such objection.
- 17.3. Where there is a counterclaim, set-off defence or cross-claim, the Statement of Defence shall also include the following particulars:
- (a) a statement of the facts supporting the counterclaim, set-off defence or cross-claim;
 - (b) the points at issue;
 - (c) the legal arguments supporting the counterclaim, set-off defence or cross-claim; and
 - (d) the relief or remedy sought.
- 17.4. The Respondent shall annex to its Statement of Defence all supporting materials on which it relies.
- 17.5. The Council may vary any of the requirements in Article 17 as it deems appropriate.
- 17.6. The Respondent shall within 30 days file his statement of defence, which is extendable up to 15 days in exceptional circumstances.

17.7. Counter claim and reply to Counter claim:

Along with the statement of defense any counterclaim made by the respondent shall be filed with all the necessary and relevant documents as in the case of the claim under Article 16 within 30 days of receiving the claim along with the statement of defense and the claimant may within 30 days of the receipt of the defence statement with the counter claim, reply to the counterclaim within a further period of 30 days.

Article 18 - Amendments to the Claim or Defence

18.1. During the course of the arbitration, a party may amend or supplement its claim or defence, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the circumstances of the case. However, a claim or defence may not be amended in such a manner that the amended claim or defence falls outside the jurisdiction of the arbitral tribunal.

18.2. The Council may adjust its Administrative Fees and the Arbitral Tribunal's Fees (where appropriate) if a party amends its claim or defence.

Article 19 - Jurisdiction of the Arbitral Tribunal

19.1. The arbitral tribunal may rule on its own jurisdiction under these Rules, including any objections with respect to the existence, validity or scope of the arbitration agreement.

19.2. The arbitral tribunal shall have the power to determine the existence or validity of any contract of which an arbitration agreement forms a part. For the purposes of Article 19, an arbitration agreement which forms part of a contract, and which provides for arbitration under these Rules, 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 necessarily entail the invalidity of the arbitration agreement.

19.3. A plea that the arbitral tribunal does not have jurisdiction shall be raised if possible in the Answer to the Notice of Arbitration, and shall be raised no later than in the Statement of Defence, or, with respect to a counterclaim, in the Defence to the Counterclaim. A party is not precluded from raising such a plea by the fact that it has designated or appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitration. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

19.4. Subject to Article 19.5, if a question arises as to:

- (a) the existence, validity or scope of the arbitration agreement; or
- (b) whether all of the claims have been properly made in a single arbitration pursuant to Article 29; or
- (c) the competence of Council to administer an arbitration; before the constitution of the arbitral tribunal, the arbitration shall proceed and any such question shall be decided by the arbitral tribunal once constituted.

19.5. The arbitration shall proceed only if and to the extent that Council is satisfied, prima facie, that an arbitration agreement under the Rules may exist or the arbitration has been properly commenced under Article 29. Any question as to the jurisdiction of the arbitral tribunal shall be decided by the arbitral tribunal once constituted, pursuant to Article 19.1.

19.6. Council's decision pursuant to Article 19.5 is without prejudice to the admissibility or merits of any party's claim or defence.

Article 20 - Further Written Statements

The arbitral tribunal shall decide if further written statements, if any, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties and shall set the time limits for communicating such statements.

Article 21 - Time Limits

21.1. The time limits set by the arbitral tribunal for the communication of written statements should not exceed 45 days, unless the arbitral tribunal considers otherwise.

21.2. The arbitral tribunal may, even in circumstances where the relevant time limit has expired, extend time limits where it concludes that an extension is justified.

Article 22 - Evidence and Hearings

22.1. Each party shall have the burden of proving the facts relied on to support its claim or defence.

22.2. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence.

- 22.3. At any time during the arbitration, the arbitral tribunal may allow or require a party to produce documents, exhibits or other evidence that the arbitral tribunal determines to be relevant to the case and material to its outcome. The arbitral tribunal shall have the power to admit or exclude any documents, exhibits or other evidence.
- 22.4. The arbitral tribunal shall decide whether to hold hearings for presenting evidence or for oral arguments, or whether the arbitration shall be conducted solely on the basis of documents and other materials. The arbitral tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by a party or if it considers fit. In the event of a hearing, the arbitral tribunal shall give the parties adequate advance notice of the relevant date, time and place.
- 22.5. The arbitral tribunal may determine the manner in which a witness or expert is examined.
- 22.6. The arbitral tribunal may make directions for the translation of oral statements made at a hearing and for a record of the hearing if it deems that either is necessary in the circumstances of the case.
- 22.7. Hearings shall be held in private unless the parties agree otherwise. The arbitral tribunal may require any witness or expert to leave the hearing room at any time during the hearing.
- 22.8. In addition, the Arbitrator/s may duly summon and hear any other person/witness in the presence of the parties or by commission, for the purpose of taking evidence, the Arbitral Tribunal may have recourse to the provisions of Section 27 of the Arbitration and Conciliation Act, 1996.
- 22.9. The Arbitral Tribunal shall be empowered to appoint a Commission to investigate and report on any matter in dispute between the parties. The Arbitral Tribunal shall further enjoy such other powers as are entrusted to it by the provisions of the Arbitration and Conciliation Act, 1996.
- 22.10. (1) The arbitral tribunal, or a party with the approval of the arbitral tribunal, may apply to the Court for assistance in taking evidence.
- (2) The application shall specify—
- (a) the names and addresses of the parties and the arbitrators;
 - (b) the general nature of the claim and the relief sought;
 - (c) the evidence to be obtained, in particular,—
 - (i) the name and address of any person to be heard as witness or expert witness and a statement of the subject-matter of the testimony required;
 - (ii) the description of any document to be produced or property to be inspected.
- (3) The Court may, within its competence and according to its rules on taking evidence, execute the request by ordering that the evidence be provided directly to the arbitral tribunal.

(4) The Court may, while making an order under sub-section (3), issue the same processes to witnesses as it may issue in suits tried before it.

(5) Persons failing to attend in accordance with such process, or making any other default, or refusing to give their evidence, or guilty of any contempt to the arbitral tribunal during the conduct of arbitral proceedings, shall be subject to the like disadvantages, penalties and punishments by order of the Court on the representation of the arbitral tribunal as they would incur for the like offences in suits tried before the Court.

(6) In this section the expression "Processes" includes summonses and commissions for the examination of witnesses and summonses to produce documents.

Article 23 - Interim Measures of Protection

23.1. At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate as provided for under Section 17 of the Arbitration and Conciliation Act, 1996.

23.2. An interim measure, whether in the form of an order or award or in another form, is any temporary measure ordered by the arbitral tribunal at any time before it issues the award by which the dispute is finally decided, that a party, for example and without limitation:

- (a) maintain or restore the status quo pending determination of the dispute; or
- (b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself; or
- (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or
- (d) Preserve evidence that may be relevant and material to the resolution of the dispute.

23.3. When deciding a party's request for an interim measure under Article 23.2, the arbitral tribunal shall take into account the circumstances of the case. Relevant factors may include, but are not limited to:

- (a) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
- (b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

- 23.4. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
- 23.5. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
- 23.6. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which an interim measure was requested or granted.
- 23.7. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the arbitration.
- 23.8. A request for interim measures addressed by any party to a shall not be deemed incompatible with the arbitration agreement, or as a waiver thereof.

Article 24 - Emergency Arbitration -

When a party is in urgent need of some interim relief and cannot wait for the constitution of the Tribunal, it may apply for such relief in accordance with the procedure laid down herein below:

- 24.1. Such a party may, upon filing of a Notice of Arbitration but prior to the constitution of the Tribunal, may make an application for emergency interim relief. The party shall notify the Secretary General of IDRC with a simultaneous copy thereof to the other parties to the arbitration agreement for such measures.
- 24.2. The party making such an application for appointment of Emergency Arbitral Tribunal shall:
- i. describe the circumstances and the reason along with the nature of the urgency and the interim measures sought.
 - ii. clearly make out specific reasons why the party is entitled to such relief.
 - iii. file proof of service of such application upon the opposite parties.
- 24.3. The party invoking the provision of Emergency Arbitrator shall deposit the necessary fees, administrative charges and expenses as decided by the Secretary General within a five of raising of the demand.
- 24.4. The Council shall appoint the Emergency Arbitrator as soon as possible but not later than Three days from the date of receipt of the fee as above.

- 24.5. The Emergency Arbitrator so appointed shall schedule a hearing including filing of pleadings as soon as possible but not later than Five days of his/her appointment.
- 24.6. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by the Secretary General to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.
- 24.7. The Emergency Arbitrator shall provide reasonable opportunity of being heard to all the parties and upon being satisfied may pass an interim order for reasons to be recorded.
- 24.8. The Secretary General shall ensure that the entire process from the appointment of the Emergency Arbitrator to making the Order shall be completed within Fifteen days.
- 24.9. The Emergency Arbitrator may modify or vacate the interim award or order for good cause shown but the Emergency Arbitrator shall have no further power to act after the Tribunal is constituted.
- 24.10. Any order or award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or award or when the Tribunal makes a final award or if the claim is withdrawn.
- 24.11. The order for urgent interim or conservatory measures passed by the Emergency Arbitrator shall not bind the Tribunal on the merits of any issue or dispute that the said Tribunal may be required to determine.
- 24.12. An order pursuant to the appointment of Emergency Arbitrator shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with such an order or award without delay.

Article 25 - Tribunal-Appointed Experts

- 25.1. To assist it in the assessment of evidence, the arbitral tribunal, after consulting with the parties, may appoint one or more experts. Such expert shall report to the arbitral tribunal, in writing, on specific issues to be determined by the arbitral tribunal. After consulting with the parties, the arbitral tribunal shall establish terms of reference for the expert, and shall communicate a copy of the expert's terms of reference to the parties and Council.

- 25.2. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
- 25.3. Upon receipt of the expert's report, the arbitral tribunal shall send a copy of the report to the parties who shall be given the opportunity to express their opinions on the report. The parties shall be entitled to examine any document on which the expert has relied in his or her report.
- 25.4. At the request of either party, the expert, after delivering the report, shall attend a hearing at which the parties shall have the opportunity to be present and to examine the expert. At this hearing either party may present experts in order to testify on the points at issue. The provisions of Articles 22.2 to 22.7 shall be applicable to such proceedings.
- 25.5. The provisions of Article 11 shall apply by analogy to any expert appointed by the arbitral tribunal.

Article 26 – Default in completion of pleadings

- 26.1. If, within the time limit set by the arbitral tribunal, the Claimant has failed to communicate its written statement without showing sufficient cause for such failure, the arbitral tribunal may terminate the arbitration unless another party has brought a claim and wishes the arbitration to continue, in which case the tribunal may proceed with the arbitration in respect of the other party's claim.
- 26.2. If, within the time limit set by the arbitral tribunal, the Respondent has failed to communicate its written statement without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
- 26.3. If one of the parties, duly notified under these Rules, fails to present its case in accordance with these Rules including as directed by the arbitral tribunal, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration and make an award on the basis of the evidence before it.

Article 27 - Joinder of Additional Parties

- 27.1. The arbitral tribunal or, where the arbitral tribunal is not yet constituted, Council shall have the power to allow an additional party to be joined to the arbitration provided that:

- (a) prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration, including any arbitration under Article 28 or 29; or
- (b) All parties, including the additional party, expressly agree.

27.2. Any decision pursuant to Article 27.1 is without prejudice to the arbitral tribunal's power to decide any question as to its jurisdiction arising from such decision.

27.3. Any Request for Joinder shall be raised no later than in the Statement of Defence, except in exceptional circumstances.

27.4. Before the arbitral tribunal is constituted, a party wishing to join an additional party to the arbitration shall communicate a Request for Joinder to Council, all other parties and any confirmed or appointed arbitrators.

27.5. After the arbitral tribunal is constituted, a party wishing to join an additional party to the arbitration shall communicate a Request for Joinder to the arbitral tribunal, Council and all other parties.

27.6. The Request for Joinder shall include the following:

- (a) the case reference of the existing arbitration;
- (b) the names and addresses and/or email addresses, if known, of each of the parties, including the additional party, their representatives and any arbitrators who have been confirmed or appointed in the arbitration;
- (c) a request that the additional party be joined to the arbitration;
- (d) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the request arises, or reference thereto;
- (e) a statement of the facts supporting the request;
- (f) the points at issue;
- (g) the legal arguments supporting the request;
- (h) any relief or remedy sought;
- (i) the existence of any funding agreement and the identity of any third party funder pursuant to Article 43; and
- (j) Confirmation that copies of the Request for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

27.7. Within 15 days of receiving the Request for Joinder, the additional party shall communicate an Answer to the Request for Joinder to Council, all other parties and any confirmed or appointed arbitrators. The Answer to the Request for Joinder shall include the following:

- (a) the name, address and/or email address of the additional party and its representatives (if different from the description contained in the Request for Joinder);
- (b) any plea that the arbitral tribunal has been improperly constituted and/or lacks jurisdiction over the additional party;

- (c) the additional party 's comments on the particulars set forth in the Request for Joinder pursuant to Article 27.6(a) to (g);
- (d) the additional party's answer to any relief or remedy sought in the Request for Joinder, pursuant to Article 27.6(h);
- (e) details of any claims by the additional party against any other party to the arbitration;
- (f) the existence of any funding agreement entered into by the additional party and the identity of any third party funder pursuant to Article 44; and
- (g) confirmation that copies of the Answer to the Request for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

27.8. The Council or the arbitral tribunal may vary any of the requirements in Article 27.6 and 27.7 as it deems appropriate.

27.9. An additional party wishing to be joined to the arbitration shall communicate a Request for Joinder to Council, all other parties and any confirmed or appointed arbitrators. The provisions of Article 27.6 shall apply to such Request for Joinder.

27.10. Within 15 days of receiving a Request for Joinder, the parties shall communicate their comments on the Request for Joinder to Council, all other parties and any confirmed or appointed arbitrators. Such comments may include (without limitation):

- (a) any plea that the arbitral tribunal lacks jurisdiction over the additional party;
- (b) comments on the particulars set forth in the Request for Joinder, pursuant to Article 27.6(a) to (g);
- (c) answer to any relief or remedy sought in the Request for Joinder pursuant to Article 27.6(h);
- (d) details of any claims against the additional party; and
- (e) Confirmation that copies of the comments have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

27.11. Where an additional party is joined to the arbitration, the arbitration against that additional party shall be deemed to commence on the date on which Council or the arbitral tribunal once constituted, received the Request for Joinder.

27.12. Where an additional party is joined to the arbitration, all parties to the arbitration shall be deemed to have waived their right to designate an arbitrator.

27.13. Where an additional party is joined to the arbitration before the arbitral tribunal is constituted, Council may revoke any confirmation or

appointment of an arbitrator, and shall appoint the arbitral tribunal with or without regard to any party's appointment.

27.14. The revocation of the confirmation or appointment of an arbitrator pursuant to Article 27.13 is without prejudice to:

- (a) the validity of any act done or order made by that arbitrator before his or her confirmation or appointment was revoked;
- (b) his or her entitlement to be paid his or her fees and expenses subject to Schedule II or III as applicable; and
- (c) The date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

27.15. The Council may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) after a Request for Joinder has been submitted.

Article 28 - Consolidation of Arbitrations

28.1. Council shall have the power, at the request of a party and after consulting with the parties, to consolidate two or more arbitrations pending under these Rules where:

- (a) the parties agree to consolidate; or
- (b) all of the claims in the arbitrations are made under the same arbitration agreement; or
- (c) the claims are made under more than one agreement, a common question of law or fact arises in all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions and the agreements are compatible.

28.2. Any party wishing to consolidate two or more arbitrations pursuant to Article 28.1 shall communicate a request for consolidation to Council.

28.3. The request for consolidation shall include the following:

- (a) the case references of the arbitrations pending under the Rules requested to be consolidated, where applicable;
- (b) the names and addresses and/or email addresses of each of the parties to the arbitrations, their representatives and any arbitrators;
- (c) a request that the arbitrations be consolidated;
- (d) a copy of the arbitration agreement giving rise to the arbitrations;
- (e) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the Request for Consolidation arises, or reference thereto;
- (f) a description of the general nature of the claim and an indication of the amount involved, if any, in each of the arbitrations;
- (g) a statement of the facts supporting the request for consolidation, including, where applicable, evidence of all parties' written consent to consolidate the arbitrations;
- (h) the points at issue;
- (i) the legal arguments supporting the request for consolidation;

- (j) details of any applicable mandatory provision affecting consolidation of arbitrations;
 - (k) comments on the constitution of the arbitral tribunal if the request for consolidation is granted, including whether to preserve the appointment of any arbitrators; and
 - (l) Confirmation that copies of the request for consolidation and any supporting materials included with it have been or are being communicated simultaneously to all other relevant parties and arbitrators, by one or more means of service to be identified in such confirmation.
- 28.4. Council may vary any of the requirements in Article 28.3 as it deems appropriate.
- 28.5. Where the non-requesting parties are requested to provide comments on the request for consolidation, such comments may include (without limitation) the following particulars:
- (a) comments on the particulars set forth in the request for consolidation pursuant to Article 28.3(a) to (j);
 - (b) responses to the comments made in the request for consolidation pursuant to Article 28.3(k); and
 - (c) Confirmation that copies of the comments have been or are being communicated simultaneously to all other relevant parties, by one or more means of service to be identified in such confirmation.
- 28.6. Where Council decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or Council decides otherwise taking into account the circumstances of the case. Council shall communicate such decision to all parties and to any confirmed or appointed arbitrators in all arbitrations.
- 28.7. The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by a in support of the relevant arbitration before it was consolidated.
- 28.8. Where Council decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate a Tribunal, and Council may revoke appointment of a Tribunal. Council shall appoint the arbitral tribunal in respect of the consolidated proceedings with or without regard to any party's appointment.
- 28.9. The revocation of the confirmation or appointment of an Tribunal pursuant to Article 28.8 is without prejudice to:
- (a) the validity of any act done or order made by that arbitrator before his or her confirmation or appointment was revoked;
 - (b) his or her entitlement and quantum to be paid and

- (c) The date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.
- 28.10. Council may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) after a request for consolidation has been submitted.

Article 29 - Single Arbitration under Multiple Contracts

Claims arising out of or in connection with more than one contract may be made in a single arbitration, provided that:

- (a) a common question of law or fact arises under each arbitration agreement giving rise to the arbitration; and
- (b) the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions; and
- (c) The arbitration agreements under which those claims are made are compatible.

Article 30 - Concurrent Proceedings

- 30.1. The arbitral tribunal may, after consulting with the parties, conduct two or more arbitrations under the Rules at the same time, or one immediately after another, or suspend any of those arbitrations until after the determination of any other of them, where:
- (a) the same arbitral tribunal is constituted in each arbitration; and
 - (b) a common question of law or fact arises in all the arbitrations.
- 30.2. The Council may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) where the arbitrations are conducted pursuant to Article 30.1.

Article 31 - Closure of Proceedings

- 31.1. When it is satisfied that the parties have had a reasonable opportunity to present their case, whether in relation to the entire proceedings or a discrete phase of the proceedings, the arbitral tribunal shall declare the proceedings or the relevant phase of the proceedings closed. Thereafter, no further submissions or arguments may be made, or evidence produced in respect of the entire proceedings or the discrete phase, as applicable, unless the arbitral tribunal reopens the proceedings or the relevant phase of the proceedings in accordance with Article 31.4.
- 31.2. Once the proceedings are declared closed, the arbitral tribunal shall inform the Council and the parties of the anticipated date by which an award will be communicated to the parties. The date of rendering the award shall be no later than three months from the date when the arbitral tribunal declares the

entire proceedings or the relevant phase of the proceedings closed, as applicable. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by the Council.

31.3. Article 31.2 shall not apply to any arbitration conducted pursuant to the Fast Track Procedure under Article 42.

31.4. The arbitral tribunal may, if it considers it necessary, decide, on its own initiative or upon application of a party, to reopen the proceedings at any time before the award is made.

Article 32 - Waiver

32.1. A party that knows, or ought reasonably to know, that any provision of, or requirement arising under, these Rules (including the arbitration agreement) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

32.2. The parties waive any objection, on the basis of the use of any procedure under Articles 27, 28, 29, 30 or 43 and any decision made in respect of such procedure, to the validity and/or enforcement of any award made by the arbitral tribunal in the arbitration(s), in so far as such waiver can validly be made.

PART V. AWARDS, DECISIONS AND ORDERS OF THE ARBITRAL TRIBUNAL

Article 33 - Decisions

33.1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.

33.2. With the prior agreement of all members of the arbitral tribunal, the presiding arbitrator may make procedural rulings alone.

Article 34 - Costs of the Arbitration

34.1. The arbitral tribunal shall determine the costs of the arbitration in one or more orders or awards. The term "costs of the arbitration" includes only:

- (a) the fees of the arbitral tribunal, as determined in accordance with Article 10;
- (b) the reasonable travel and other expenses incurred by the arbitral tribunal;
- (c) the reasonable costs of expert advice and of other assistance required by the arbitral;

- (d) the reasonable costs for legal representation and other assistance, including fees and expenses of any witnesses and experts, if such costs were claimed during the arbitration; and
- (e) the Registration Fee and Administrative Fee payable to the Council in accordance with Schedule I, and any expenses payable to the Council.

34.2. With respect to the costs of legal representation and other assistance referred to in Article 34.1(d), the arbitral tribunal, taking into account the circumstances of the case, may direct that the recoverable costs of the arbitration, or any part of the arbitration, shall be limited to a specified amount.

34.3. The arbitral tribunal may apportion all or part of the costs of the arbitration referred to in Article 34.1 between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

34.4. The arbitral tribunal may take into account any third party funding arrangement in determining all or part of the costs of the arbitration referred to in Article 34.1.

34.5. Where arbitrations are consolidated pursuant to Article 28, the arbitral tribunal in the consolidated arbitration shall determine the costs of the arbitration in accordance with Articles 34.2 to 34.4. Such costs include, but are not limited to, the fees of any arbitrator designated, confirmed or appointed and any other costs incurred in an arbitration that was subsequently consolidated into another arbitration.

34.6. When the arbitral tribunal issues an order for the termination of the arbitration or makes an award on agreed terms, it shall determine the costs of the arbitration referred to in Article 34.1 (to the extent not already determined) and may apportion all or part of such costs, in the text of that order or award.

Article 35 - Form and Effect of the Award

35.1. The arbitral tribunal may make a single award or separate awards regarding different issues at different times and in respect of all parties involved in the arbitration in the form of interim, interlocutory, partial or final awards. If appropriate, the arbitral tribunal may also issue interim awards on costs and any awards pursuant to Article 41.5.

35.2. Awards shall be made in writing and shall be final and binding on the parties and any person claiming through or under any of the parties. The parties and any such person waive their rights to any form of recourse or defence in respect of the setting-aside, enforcement and execution of any award, in so far as such waiver can validly be made.

35.3. The parties undertake to comply without delay with any order or award made by the arbitral tribunal or any emergency arbitrator, including any order or award made in any proceedings under Articles 27, 28, 29, 30 or 43.

35.4. An award shall state the reasons upon which it is based unless the parties have agreed that no reasons are to be given.

35.5. An award shall be signed by the arbitral tribunal. It shall state the date on which it was made and the seat of arbitration as determined under Article 14 and shall be deemed to have been made at the seat of the arbitration. Where there are three arbitrators and any of them fails to sign, the award shall state the reason for the absence of the signature(s).

35.6. The arbitral tribunal shall communicate to the Council originals of the award signed by the arbitral tribunal. The Council shall affix its seal to the award and, subject to any lien, communicate it to the parties.

Article 36 - Paperless Arbitral proceedings

36.1. The arbitral tribunal may choose to carry out the entire/part arbitration in a paperless digital environment under the eADR software of the Council.

36.2. eArbitration shall be carried out by the arbitrator, the parties and their counsel upon registering themselves on the www.TheIDRC.com portal of the Council.

36.3. The stakeholders can upload digitally signed applications and documents on the Council secured cloud and the same can be accessed and downloaded by all concerned 24x7.

36.4. eADR software also has facility to record the statements and proceeding sheets online.

36.5. The software can be used to book online as well as offline hearings with or without secretarial services.

36.7. The Council can also provide eCertified copies of the records as well as statements and proceeding sheets apart from certified hard copies.

Article 37 - Settlement or Other Grounds for Termination

37.1. If, before the arbitral tribunal is constituted, a party wishes to terminate the arbitration, it shall communicate this to all other parties and the Council. The Council shall set a time limit for all other parties to indicate whether they agree to terminate the arbitration. If no other party objects within the time limit, the Council may terminate the arbitration. If any party objects to the

termination of the arbitration, the arbitration shall proceed in accordance with the Rules.

37.2.If, after the arbitral tribunal is constituted and before the final award is made:

- (a) the parties settle the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by the parties and accepted by the arbitral 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.
- (b) Continuing the arbitration becomes unnecessary or impossible for any reason not mentioned in Article 37.2(a), the arbitral tribunal shall issue an order for the termination of the arbitration. The arbitral tribunal shall issue such an order unless a party raises a justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.

37.3.The arbitral tribunal shall communicate copies of the order to terminate the arbitration or of the arbitral award on agreed terms, signed by the arbitral tribunal, to the Council. Subject to any lien, the Council shall communicate the order for termination of the arbitration or the arbitral award on agreed terms to the parties. Where an arbitral award on agreed terms is made, the provisions of Articles 35.2, 35.3, 35.5 and 35.6 shall apply.

Article 38 - Correction of the Award

38.1.Within 30 days after receipt of the award, either party, with notice to all other parties, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for all other parties to comment on such request.

38.2.The arbitral tribunal shall make any corrections it considers appropriate within 30 days after receipt of the request but may extend such time limit if necessary.

38.3.The arbitral tribunal may within 30 days after the date of the award make such corrections on its own initiative.

38.4.The arbitral tribunal has the power to make any further correction to the award which is necessitated by or consequential on (a) the interpretation of any point or part of the award under Article 39; or (b) the issue of any additional award under Article 40.

38.5.Such corrections shall be in writing, and the provisions of Articles 35.2 to 35.6 shall apply.

Article 39 - Interpretation of the Award

- 39.1. Within thirty days from the receipt of the arbitral award, unless another period of time has been agreed upon by the parties
- (a) a party, with notice to the other party, may request the arbitral tribunal to correct any computation errors, any clerical or typographical errors or any other errors of a similar nature occurring in the award;
- (b) if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.
- 39.2. If the arbitral tribunal considers the request made under sub-section (1) to be justified, it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the arbitral award.
- 39.3. The arbitral tribunal may correct any error of the type referred to in clause (a) of sub-section (1), on its own initiative, within thirty days from the date of the arbitral award.
- 39.4. Unless otherwise agreed by the parties, a party with notice to the other party, may request, within thirty days from the receipt of the arbitral award, the arbitral tribunal to make an additional arbitral award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 39.5. If the arbitral tribunal considers the request made under sub-section (4) to be justified, it shall make the additional arbitral award within sixty days from the receipt of such request.
- 39.6. The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional arbitral award under sub-section (2) of sub-section (5).

Article 40 - Additional Award

- 40.1. Within 30 days after receipt of the award, either party, with notice to all other parties, may request the arbitral tribunal to make an additional award as to claims presented in the arbitration but omitted from the award. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for all other parties to comment on such request.
- 40.2. If the arbitral tribunal considers the request for an additional award to be justified, it shall make the additional award within 60 days after receipt of the request but may extend such time limit if necessary.
- 40.3. The arbitral tribunal has the power to make an additional award which is necessitated by or consequential on (a) the correction of any error in the

award under Article 38; or (b) the interpretation of any point or part of the award under Article 39.

40.4. When an additional award is made, the provisions of Articles 35.2 to 35.6 shall apply.

Article 41 - Deposits for Costs

41.1. As soon as practicable after receipt of the Notice of Arbitration by the Respondent, the Council shall, in principle, request the Claimant and the Respondent each to deposit with the Council an equal amount as an advance for the costs referred to in Article 34.1(a), (b), (c) and (e). The Council shall provide a copy of such request to the arbitral tribunal.

41.2. Where the Respondent submits a counterclaim or cross-claim, or it otherwise appears appropriate in the circumstances, IDRC may request separate deposits.

41.3. During the course of the arbitration, the Council may request the parties to make supplementary deposits with the Council. The Council shall provide a copy of such request to the arbitral tribunal.

41.4. If the required deposits are not paid in full to IDRC within 30 days after receipt of the request, the Council shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitration or continue with the arbitration on such basis and in respect of such claim or counterclaim as the arbitral tribunal considers fit.

41.5. If a party pays the required deposits on behalf of another party, the arbitral tribunal may, at the request of the paying party, make an award for reimbursement of the payment.

41.6. The Council shall place the deposits made by the parties in an account at a reputable licensed deposit-taking institution. In selecting the account, IDRC shall have due regard to the possible need to make the deposited funds available immediately.

41.7. The interest component on all the deposits shall be retained by the Council.

Article 41A- Time Limit for Award

41A.1. The award shall be made by the arbitral tribunal within a period of twelve months from the date commencement of arbitration.

41A.2. The parties may, by consent, extend the period specified in sub-section (1) for making award for a further period not exceeding six months.

41A.3. If the award is not made within the period specified in sub-section (1) or the extended period specified under sub-section (3), the mandate of the arbitrator(s) shall terminate unless the Court has, either prior to or after the expiry of the period so specified, extended the period:

Provided that while extending the period under this sub-section, if the Court finds that the proceedings have been delayed for the reasons attributable to the arbitral tribunal, then, it may order reduction of fees of arbitrator(s) by not exceeding five per cent for each month of such delay.

³[Provided further that where an application under sub-section (5) is pending, the mandate of the arbitrator shall continue till the disposal of the said application:

Provided also that the arbitrator shall be given an opportunity of being heard before the fees is reduced.]

41A.4. The extension of period referred to in sub-section (4) may be on the application of any of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the Court.

41A.5. While extending the period referred to in sub-section (4), it shall be open to the Court to substitute one or all of the arbitrators and if one or all of the arbitrators are substituted, the arbitral proceedings shall continue from the stage already reached and on the basis of the evidence and material already on record, and the arbitrator(s) appointed under this section shall be deemed to have received the said evidence and material.

41A.6. In the event of arbitrator(s) being appointed under this section, the arbitral tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed arbitral tribunal.

41A.7. It shall be open to the Court to impose actual or exemplary costs upon any of the parties under this section.

41A.8 An application filed under sub-section (5) shall be disposed of by the Court as expeditiously as possible and endeavour shall be made to dispose of the matter within a period of sixty days from the date of service of notice on the opposite party.

PART VI. OTHER PROVISIONS

Article 42 - Fast Track Procedure

42.1. The parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

42.2. The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

42.3. The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):--

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without any oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

42.4. The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

42.5. If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29A of Arbitration and Conciliation Act, 1996 shall apply to the proceedings.

42.6. The fees payable to the arbitrator may be agreed between the arbitrator and the parties in consultation with the Council.

Article 43 - Disclosure of Third Party Funding of Arbitration

43.1. If a funding agreement is made, the funded party shall communicate a written notice to all other parties, the arbitral tribunal, any emergency arbitrator and the Council of:

- (a) the fact that a funding agreement has been made; and
- (b) the identity of the third party funder.

43.2. The notice referred to in Article 44.1 must be communicated:

- (a) in respect of a funding agreement made on or before the commencement of the arbitration, in the application for the appointment of an emergency arbitrator, the Notice of Arbitration, the Answer to the Notice of Arbitration, the Request for Joinder or the Answer to the Request for Joinder (as applicable); or

- (b) in respect of a funding agreement made after the commencement of the arbitration, as soon as practicable after the funding agreement is made.

43.3. Any funded party shall disclose any changes to the information referred to in Article 44.1 that occur after the initial disclosure.

Article 44 - Confidentiality

44.1. Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to:

- (a) the arbitration under the arbitration agreement; or
- (b) an award or Emergency Decision made in the arbitration.

44.2. Article 44.1 also applies to the arbitral tribunal, expert, witness, tribunal secretary and the Council.

44.3. Article 44.1 does not prevent the publication, disclosure or communication of information referred to in Article 44.1 by a party or party representative:

- (a) (i) to protect or pursue a legal right or interest of the party; or (ii) to enforce or challenge the award or Emergency Decision referred to in Article 44.1 in legal proceedings before a court or other authority; or
- (b) To any government body, regulatory body, court or tribunal where the party is obliged by law to make the publication, disclosure or communication; or
- (c) to a professional or any other adviser of any of the parties, including any actual or potential witness or expert; or
- (d) to any party or additional party and any confirmed or appointed arbitrator for the purposes of Articles 27, 28, 29 or 30; or
- (e) to a person for the purposes of having, or seeking, third party funding of arbitration.

44.4. The deliberations of the arbitral tribunal are confidential.

44.5. The Council may publish any award, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:

- (a) all references to the parties' names and other identifying information are deleted; and
- (b) No party objects to such publication within the time limit fixed for that purpose by the Council. In the case of an objection, the award shall not be published.

Article 45 - Exclusion of Liability

45.1. None of the Council members of IDRC nor any body or person specifically designated by it to perform the functions in these Rules, nor the Secretary-General of IDRC or other staff members of the Secretariat of IDRC, the arbitral tribunal, any emergency arbitrator, tribunal-appointed expert or tribunal secretary shall be liable for any act or omission in connection with

an arbitration conducted under these Rules, save where such act was done or omitted to be done dishonestly.

- 45.2. After the award has been made and the possibilities of correction, interpretation and additional awards referred to in Articles 38 to 40 have lapsed or been exhausted, neither the Council nor the arbitral tribunal, any emergency arbitrator, tribunal-appointed expert shall be under an obligation to make statements to any person about any matter concerning the arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.

Article 46 - Mediation or Conciliation

46.1. The tribunal may in every arbitration proceedings that comes up before them, encourage parties to seek resolution of their disputes by way of Mediation or Conciliation and for this purpose may refer the matter to Mediation in accordance with the IDRC Mediation Rules, 2019 or through conciliation as per IDRC Conciliation Rules, 2019.

46.2. No such reference shall be made unless all the parties or their representatives consent to such reference for Mediation/Conciliation.

46.3. The costs of such Mediation or Conciliation will be stipulated by the Council as per applicable Rules.

Article 47 - Lien on Award

The Council and the arbitral tribunal shall have a lien over any awards issued by the arbitral tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to communicate any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

Article 48 -Governing Law

The terms of this Schedule and any non-contractual obligation arising out of or in connection with them shall be governed by and construed in accordance with India law.

Article 49 – Record of Arbitration

Council shall keep and maintain Arbitral Record for a period of Two Year from the date of termination of proceedings provided there is no intimation of any challenge.

SCHEDULE I

REGISTRATION AND ADMINISTRATIVE FEES

(All amounts are in Indian Rupees, hereinafter "INR") Effective 2nd October, 2019

1. Registration Fee

- 1.1 When submitting a Notice of Arbitration or eFiling the Claim Petition, the Claimant shall pay a Registration Fee. IDRC's Registration Fees shall be determined in accordance with the table at Schedule III.
- 1.2 If the Claimant fails to pay the Registration Fee, the Council shall not proceed with the arbitration subject to Article 4.6 of the Rules.
- 1.3 The Registration Fee is not refundable save in exceptional circumstances as determined by the Council in its sole discretion.

2. IDRC's Administrative Fees

- 2.1. IDRC's Administrative Fees shall be determined in accordance with the table at Schedule III:
- 2.2. Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to any set-off defence or cross-claim, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defence or cross-claim will not require significant additional work.
- 2.3. An interest claim shall not be taken into account for the calculation of the amount in dispute, except where the Council determines that doing so would be appropriate.
- 2.4. Where there are alternative claims, only the principal claim shall be taken into account for the calculation of the amount in dispute, except where the Council considers it appropriate to take into account the amount of any alternative claim.
- 2.5. Pursuant to Articles 18.2, 27.15, 28.10 or 30.2 or where in the opinion of IDRC there are exceptional circumstances, the Council may depart from the table in paragraph 2.1 when calculating its Administrative Fees.
- 2.6. If the amount in dispute is not quantified, IDRC's Administrative Fees shall be fixed by the Council, taking into account the circumstances of the case.
- 2.7. Amounts in currencies other than Indian Rupees shall be converted into Indian Rupees at the rate of exchange published on the date the Notice of Arbitration is submitted or at the time any new claim, set-off defence, cross-claim or amendment to a claim or defence is filed.
- 2.8. The parties are jointly and severally liable for IDRC's Administrative Fees.

SCHEDULE II

ARBITRAL TRIBUNAL'S FEES, EXPENSES, TERMS AND CONDITIONS

Effective 2nd October 2019

1. Scope of Application and Interpretation

- 1.1 Subject to any variations agreed by all parties or changes the Council considers appropriate, this Schedule shall apply to arbitrations in which the arbitral tribunal's fees and expenses are to be determined in accordance with Article 10 of the Rules and to the appointment of an emergency arbitrator.
- 1.2 The Council may interpret the terms of this Schedule as well as the scope of application of the Schedule as it considers appropriate.

2. Payments to Arbitral Tribunal

- 2.1. Payments to the arbitral tribunal shall generally be made by the Council from funds deposited by the parties in accordance with Article 41 of the Rules.
- 2.2. Payments to the arbitral tribunal shall be made in Indian Rupees.
- 2.3. The parties are jointly and severally liable for the fees and expenses of an arbitrator, irrespective of which party appointed the arbitrator.

3. Arbitral Tribunal's Expenses

- 3.1. The arbitral tribunal shall be reimbursed for its reasonable expenses, in accordance with the Practice Note, if any, referred to at paragraph 1.3.
- 3.2. The expenses of the arbitral tribunal shall not be included in the arbitral tribunal's fees charged by reference to Schedule II and III.-

4. Miscellaneous Expenses

The parties shall be responsible for expenses incurred and relating to arrangement of support services engaged for the purposes of the arbitration including, but not limited to, the cost of hearing rooms, interpreters and transcription services. Such expenses may be paid directly from the deposits referred to in Article 41 of the Rules as and when they are incurred.

5. Cancellation Fees

If a scheduled arbitral tribunal hearing is cancelled at the request of parties or their counsel than the concerned party can be burdened with cost which can either be deposited with IDRC or can be paid in part to the opposite party as ordered by the tribunal.

Where hearing days are cancelled or postponed other than by agreement of all parties or request of the arbitral tribunal, this may be taken into account when considering any subsequent apportionment of costs.

SCHEDULE III

ARBITRAL TRIBUNAL'S FEES, EXPENSES, TERMS AND CONDITIONS

Table of Fees, Costs and Expenses Sum in Dispute (in Rs.)	Registration Fee	Administrative Fee	Arbitrator's Fee
Up to Rs. 5 Lakh	Rs. 5,000/-	Rs. 25,000/-	Rs. 60,000/-
From Rs.5 Lakh to Rs. 25 Lakh	Rs. 10,000/-	Rs. 25,000/- + Rs.2,500/- per Lakhs above Rs.5 Lakhs (Not to exceed Rs. 60,000/-)	Rs.60,000/- plus Rs.3,000/-per lac or part thereof. Subject to a ceiling of Rs.1,20,000/-
From Rs. 25 Lakhs to Rs. 1 Crore	Rs. 20,000/-	Rs.75,000/-+Rs. 1,500/-per Lakhs above Rs.25 Lakhs (Not to exceed Rs. 1.75 Lakh)	Rs.1,20,000/- plus Rs.2,400/- per lac or part thereof. Subject to a ceiling of Rs.3,00,000/-
From Rs. 1 Crore to Rs. 5 Crore	Rs 25,000/-	Rs. 1, 87,500/- + Rs. 30,000 per Crore above Rs 1 Crore (Not to exceed Rs. 3.25 Lakh)	Rs.3,00,000/- plus Rs.45,000/- per crore or part thereof. Subject to a ceiling of Rs.4,80,000/-
From Rs 5 Crore to Rs 10 Crore	Rs 25,000/-	Rs. 3, 07, 500/- + Rs. 20,000 per Crore above Rs 5 Crore (Not to exceed Rs. 4.25 Lakh)	Rs.4,80,000/- plus Rs.30,000/- per crore or par thereof. Subject to a ceiling of Rs.6,30,000/-
Rs 10 Crore and above	Rs 25,000/-	Rs 4, 07, 500/- + Rs 18, 000 per Crore above Rs 10 Crore (Not to exceed Rs. 20 Lakh)	Rs.6,30,000/- plus Rs.24,000/- per crore or part thereof. Subject to a ceiling of Rs. 30 lac

Note -

- In addition to the Arbitrator's Fee and the Administrative Charges referred to hereinabove, the parties shall also deposit in advance any applicable taxes thereon including requisite stamp duties.
- Each Member of the tribunal is entitled to be paid as per the Schedule above. Sole Arbitrator the arbitral tribunal's Fees shall be paid 25% more in addition to what is provided in the Schedule
- Air fare and cost of stay in hotel of the member(s) of the Arbitral Tribunal are excluded, which are to be borne equally by the parties.
- In case of bulk filing the rates payable under the Schedule can be suitably adjusted by the Council.
- The initial valuation of claim/counterclaim done by the parties shall be provisional and the final valuation shall be decided by the IDRC for calculation of fees as per the Schedule.