



भारतीय समुद्री विश्वविद्यालय  
**INDIAN MARITIME UNIVERSITY**  
(A Central University under the Ministry of Ports, Shipping and Waterways, GoI)  
**HEADQUARTERS**

File Ref No. IMU-HQ/R/71/79-E/1/2022-PUR

Dt. 05.06.2024

**IMU-HQ PROCUREMENT CIRCULAR NO. 01/2024**

**Sub:** Incorporation of appropriate clauses in the contracts for reference of contractual disputes for resolution through arbitration to the India International Arbitration Centre- Reg

**Ref:** DO No. A-60011/50/2023-ADR dated 05.04.2024 of Ministry of Law & Justice, Department of Legal Affairs, GoI.

1. Vide reference cited above, the Ministry has advised on incorporating appropriate clauses in the contracts for reference of contractual disputes for resolution through arbitration, to the India International Arbitration Centre (IIAC) (D.O. letter annexed for ready reference)
2. The IIAC operates from Vasant Kunj, New Delhi and is providing requisite administrative support including a panel of reputed arbitrators for conducting arbitration under its aegis in a cost effective and time bound manner for both domestic and international arbitrations.
3. Hence, the following may be implemented: -
  - (a) The arbitration clause will vary from one contract to another, hence the appropriate arbitration clause be incorporated as and when entering into a contract which will be in line with the IIAC (Conduct of Arbitration) Regulations, 2023 (copy annexed for ready reference).
  - (b) For all the existing contracts, retain the same arbitration clause which is already incorporated in the contract. If the party is not from India, then the contract may be amended with appropriate IIAC clause, which may be sent to Legal Section at HQ for suitable modification/ amendment, if required.

This issues with the approval of the Competent Authority.



016/24

**Deputy Registrar (Purchase)-i/c**

**Encl:** As stated

**To**

**All Campus Directors,  
CoE, FO (I/C), Dean (I/C), All DRs /ARs  
AE (E), AE (C), AR (P), IT Manager**

**Copy to: -**

**V.C**  
**Pro-VC**  
**Registrar** } - for kind info, please



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EXTRAORDINARY

PART III—Section 4

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## INDIA INTERNATIONAL ARBITRATION CENTRE

### NOTIFICATION

New Delhi, the 31st August, 2023

F. No. A-60011/96/2023-Administration(AR)-IIAC.—In exercise of the powers conferred by sub-section (2) of section 31 of the India International Arbitration Centre Act, 2019 (17 of 2019), the India International Arbitration Centre with the previous approval of the Central Government, hereby makes the following regulations to provide for the conduct of arbitration, namely: -

1. **Short title and commencement.** - (1) These regulations may be called the **India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023.**

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.** - (1) In these regulations, unless the context otherwise requires, -

- (a) "Act" means the India International Arbitration Centre Act, 2019 (17 of 2019);
- (b) "advisory panel" means a panel constituted by the Centre under regulation 9 for the purpose of advising the Chairperson in relation to the appointment of arbitrator, other than an emergency arbitrator;
- (c) "administration fee" means the administration fee specified in the Schedule;
- (d) "Arbitral Tribunal" includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed;
- (e) "arbitrator's fee" means the arbitrator's fee specified in the Schedule;
- (f) "Arbitration Act" means the Arbitration and Conciliation Act, 1996 (26 of 1996);
- (g) "award" includes an interim, partial, final or additional award;
- (h) "Centre" means the India International Arbitration Centre, established and incorporated under section 3 of the Act;

- (i) "Chairperson" means the Chairperson of the Centre referred to in clause (a) of section 5 of the Act;
  - (j) "Chamber of Arbitration" means the Chamber of Arbitration as defined under section 28 of the Act;
  - (k) "Chief Executive Officer" means the Chief Executive Officer appointed under section 21 of the Act;
  - (l) "emergency arbitrator" means an arbitrator appointed pursuant to regulation 18;
  - (m) "filing fee" means the filing fee specified in the Schedule;
  - (n) "Member" means a member of the Centre referred to in section 5 of the Act;
  - (o) "panel of arbitrators" means the panel of arbitrators maintained by the Centre;
  - (p) "practice directions" means the guidelines published by the Centre from time to time, to implement these regulations;
  - (q) "Registrar" means the registrar of the Centre or any other person entrusted with the duties of the registrar;
  - (r) "Schedule" means the Schedule appended to these regulations;
- (2) The words and expressions used herein and not defined but defined in the Act or in the Arbitration Act shall have the meanings respectively assigned to them in those Acts.

3. **Application.** - Where parties have agreed to refer their dispute to the Centre for arbitration (whether before or after a dispute has arisen) or where any Court directs that the arbitration be conducted between the parties under the aegis of the Centre, the parties shall be deemed to have agreed that the arbitration is to be conducted or administered by the Centre in accordance with the provisions of these regulations.

4. **Request for arbitration.** - (1) An arbitration proceeding under these regulations shall commence, -

- (a) when a party makes a request, preferably by uploading it on the portal provided on the website of the Centre ([www.indiaiac.org](http://www.indiaiac.org)), or by way of an e-mail to the Registrar, or by filing the physical copy of the request with the Centre; or
  - (b) on receipt of a judgment, direction or order of any Court referring the parties to the Centre for arbitration.
- (2) When a party makes a request for arbitration with the Centre (hereinafter referred to as the claimant), the request must contain or be accompanied by, -
- (a) the order of the Court referring the parties to arbitration, in cases covered by clause (b) of sub-regulation (1);
  - (b) the complete arbitration clause or the separate arbitration agreement where the parties have agreed for conduct of arbitration by or under the Centre;
  - (c) a reference to and, where possible, a copy of the contract or other instruments out of, or in relation to which, the dispute has arisen;
  - (d) the full name and postal address including telephone number, mobile number and electronic mail address, to the extent known, of the parties to the arbitration and their legal representative and successor in interest, if any;
  - (e) a statement briefly describing the nature and circumstances of the dispute and the claims made against other party to the arbitration (hereinafter referred to as the respondent), specifying the relief sought (including the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any such claims);
  - (f) a statement of any matters which the parties have previously agreed with regard to conduct of the arbitration or with respect to which the claimant desires to make a proposal as regard to the number of arbitrators, governing law of the contract, governing law of arbitration, the language of the arbitration and place/seat of arbitration;
  - (g) the nomination of an arbitrator, if the arbitration agreement provides for three arbitrators, or a proposal nominating a sole arbitrator if the arbitration agreement provides for a sole arbitrator, unless the parties have agreed otherwise including the power of nomination and appointment, as the case may be, being conferred with the Chairperson or the Centre in accordance with these regulations or except where an arbitrator has been named by a Court referring the parties for arbitration;
  - (h) confirmation that copies of the request for arbitration and any documents, have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, to

be supported then or as soon as possible thereafter by documentary proof of actual delivery including the date of delivery; and

(i) confirmation that the requisite filing fee as specified in the Schedule has been paid

(3) The request for arbitration shall not prevent any party from subsequently adding, supplementing or amending in its pleadings, the matters referred to arbitration or the reliefs claimed, provided such matters and reliefs fall within the scope of the arbitration agreement and are relevant to the dispute.

(4) The date of receipt of the complete request for arbitration by the Centre shall be deemed to be the date of commencement of the arbitration and the request for arbitration shall be deemed to be complete when all the requirements of sub-regulation (2) are fulfilled or when the Centre determines that there has been substantial compliance with such requirements and notifies the parties of the date of commencement of the arbitration.

**5. Response to the request for arbitration.-** (1) The respondent shall send to the claimant and to the Centre a response within fourteen days of the receipt of the request for arbitration, preferably by uploading it on the portal provided on the website of the Centre ([www.indiaiac.org](http://www.indiaiac.org)) or by way of an e-mail, or by filing the physical copy of the response to the request for arbitration with the Centre, which shall contain or be accompanied by:-

- (a) a confirmation or denial of all or part of the claims, or the claimant's invocation of the arbitration;
- (b) the full name and postal address along with telephone number, mobile number and e-mail ID of the respondent and its legal representative and successor in interest, if any;
- (c) a statement describing in brief the nature and circumstances of the dispute and the defence to the claim, and a brief statement describing the nature and circumstances of any counter-claims, specifying the relief claimed, including the amounts of any quantified counter-claims and, to the extent possible, an estimate of the monetary value of any other counter-claims;
- (d) any comment in response to any statement contained in the request for arbitration, or with respect to which the respondent desires to make a proposal, on matters relating to the conduct of the arbitration as regard to the number of arbitrators, governing law of the contract, governing law of the arbitration, the language of the arbitration and the place/seat of arbitration;
- (e) where the arbitration agreement provides for a sole arbitrator, concurrence with the claimant's proposal for a sole arbitrator or otherwise; or where the arbitration agreement provides for three arbitrators, the nomination of arbitrator as envisaged in such agreement, unless the parties have agreed otherwise including the power of nomination and appointment, as the case may be, being conferred with the Chairperson or the Centre in accordance with these regulations or except where one or more arbitrators have been named by a Court;
- (f) confirmation that copies of the response and the documents relied on have been or are being served simultaneously on the other parties, specifying the mode of service employed and the date of service, by documentary proof of actual delivery including the date of delivery;
- (g) confirmation that the requisite filing fee as specified in the Schedule has been paid for any counter-claim.

(2) The contents of the response shall not prevent the respondent from subsequently adding, supplementing or amending its pleadings.

**6. Written communication and calculation of period.-** (1) Any notice or communication or proposal shall be in writing, or by way of electronic communication, hereinafter referred to as the written communication and such written communication may be delivered personally or by registered post or by a courier service, or transmitted by any form of electronic means or delivered by any other means that provides a record of its transmission or in any other manner as may be directed by the Centre or the Arbitral Tribunal and such written communication shall be deemed to have been received if it is delivered,-

- (a) to the addressee personally; or
- (b) to his habitual residence, place of business or designated address; or
- (c) to any address agreed by the parties for service of communication; or
- (d) according to the practice of the parties in prior dealings; or
- (e) to his known e-mail address; or
- (f) if none of the aforesaid can be found after making reasonable inquiry, then at the addressee's last-known place of business or residence.

**Explanation.** - In this regulation, "electronic communication" includes electronic mail and any other type of communication which provides a record of transmission.

(2) Any written communication shall be deemed to have been received on the day when it is delivered or, in the case of electronic means, transmitted, and such time shall be determined with reference to the time zone of the place/seat of arbitration and in the event no place/seat of arbitration has been chosen by the parties or determined by the Arbitral Tribunal, the time of receipt shall be construed based on Indian Standard Time.

(3) Any period under these regulations shall be calculated from the day following the day when a written communication is deemed to have been received under sub-regulation (2).

**Explanation-** When the day next following such date is a non-business day in the place of receipt of such written communication pursuant to sub-regulation (1), the period commences on the first following business day and if the last day of such period is a non-business day at the place of such receipt, the period is extended until the first business day which follows.

(4) Non-business days occurring during the running of the period are included in calculating the overall period.

(5) After the constitution of the Arbitral Tribunal, where any party delivers any written communication to the Arbitral Tribunal, it shall simultaneously deliver a copy to each arbitrator, all parties and the Registrar and it shall confirm in writing to the Arbitral Tribunal that it has done so or is doing so.

(6) The Registrar may, if the parties so request or the circumstances so warrant, amend the time limits prescribed in these regulations provided it does not contravene any provisions of the law applicable to the arbitration or any time limits as fixed by the Arbitral Tribunal.

**7. Joinder of additional parties.-** (1) After the constitution of the Arbitral Tribunal, a party to the arbitration may apply to the Arbitral Tribunal to join one or more additional parties in a arbitral proceeding pending before it.

(2) The arbitral tribunal may allow the application after satisfaction of the following conditions, namely:-

(a) the parties, including the additional party to be joined, have consented to the joinder of the additional party;  
or

(b) the additional party to be joined is *prima facie* bound by the arbitration agreement;

(3) An application for joinder shall include,-

(a) a brief statement of the facts and reasons supporting the application.

(b) the details of the pending arbitration in which one or more additional parties are sought to be joined;

(c) the name and address along with telephone numbers and e-mail ID, of the additional party to be joined, and their representatives, if any;

(d) whether the additional party is to be joined as a claimant or a respondent;

(e) identification of the relevant arbitration agreement and a copy of such agreement;

(f) a reference to the contract or other instrument out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument.

(4) The Arbitral Tribunal shall, after giving the parties, including the additional party to be joined, an opportunity to be heard, and having regard to the circumstances of the case, decide whether to allow, in whole or in part, any application for joinder under sub-regulation (1).

(5) The decision of the Arbitral Tribunal to allow the application for joinder under this regulation shall be without prejudice to its power to subsequently decide any question as to its jurisdiction for such decision.

(6) Where an application for joinder is allowed under sub-regulation (4), the filing fee under these regulations shall be payable for any additional claims or counter-claims.

**8. Consolidation of arbitrations.-** (1) Prior to the constitution of the arbitral tribunal in the arbitration sought to be consolidated, at the request of a party for consolidation, and after notice to the other parties and any Arbitral Tribunal, if constituted in the arbitration that commenced first, the Chairperson may allow to consolidate two or more arbitrations into a common arbitration where-

(a) the parties agree to the consolidation; or

(b) the claims in the arbitrations are made under the same arbitration agreement; or

(c) the disputes or differences therein are identical and between the same parties or between the parties having commonality of interests, or where such disputes arise out of separate contracts but relate to the same transaction.

(2) The party making the request for consolidation shall provide copies of such request to all other parties and to the Arbitral Tribunal, if any, in the arbitration that commenced first.

(3) In deciding whether to consolidate, the Chairperson shall take into account all the circumstances of the case and he shall endeavor to decide the application for consolidation within a period of fourteen days of the receipt of the request for consolidation.

(4) Where the Chairperson decides to consolidate two or more arbitrations under sub-regulation (1), the arbitrations shall be consolidated into the arbitration that commenced first, unless the Chairperson decides otherwise, taking into account the circumstances of the case.

(5) The Registrar shall provide copies of the decision of the Chairperson to all parties and to the Arbitral Tribunal constituted, if any, in the arbitration that commenced first.

(6) The Centre may suitably adjust its administration fee and the Arbitral Tribunal's fee (where appropriate) after a decision to consolidate the arbitrations has been made.

**9. Composition and functions of the advisory panel.**— (1) The advisory panel constituted by the Centre shall consist of the Members of the Centre, other than Members *ex officio*, and other eminent individuals having wide experience in the area of alternative dispute resolution mechanisms including arbitration, at domestic or international level.

(2) The advisory panel may consist of such number of advisors as the Centre may decide from time to time, which shall not be less than three but not more than ten.

(3) Not less than two advisors of the advisory panel shall advise the Chairperson in respect of appointment of an arbitrator either from the panel of arbitrators maintained by the Centre, or any other arbitrator in exceptional circumstances.

**10. Disclosure on independence and impartiality of the arbitrators.**— (1) Where a person is to be appointed as an arbitrator, he shall disclose in writing—

(a) 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 of any 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 the specified time.

(2) An arbitrator, from his appointment and throughout the arbitral proceedings, shall, without delay, disclose to the parties in writing any circumstances referred to in sub-regulation (1), unless they have already been informed of them by him.

**11. Appointment and confirmation of arbitrators.**— (1) Unless the parties have agreed otherwise, a sole arbitrator shall be appointed.

(2) Subject to the agreement between the parties, the parties may nominate an arbitrator from the panel of arbitrators maintained by the Centre or in exceptional circumstances, any other arbitrator.

(3) If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person or by the arbitrators already appointed, such agreement shall be treated as an agreement to nominate an arbitrator under these regulations and such nominations shall be subject to appointment by the Chairperson.

(4) The Chairperson shall appoint arbitrators including from the panel of arbitrators maintained by the Centre after considering the advice of the advisory panel.

(5) In appointing an arbitrator under these regulations, due consideration shall be given to the qualifications required for the arbitrator as per the agreement of the parties, and to such considerations as are likely to secure the appointment of an appropriate arbitrator, who is independent and impartial, has sufficient time, availability and ability to conduct the case in a prompt and efficient manner.

(6) No claimant or respondent or any person shall make any *ex-parte* or private communication relating to the case with any arbitrator after he is appointed.

**12. Arbitral tribunal comprising of Sole Arbitrator.**— (1) If a sole arbitrator is to be appointed, either of the parties may propose to the other party the names of one or more persons to be appointed as the sole arbitrator and after reaching consensus on the nomination of a sole arbitrator, the Chairperson may appoint such nominated person as sole arbitrator.

(2) If the parties have not reached consensus for the nomination of a sole arbitrator within twenty-eight days from the date of commencement of the arbitration, the Chairperson, on the request of either party, shall appoint the sole arbitrator after considering the advice of the advisory panel.

**13. Arbitral tribunal comprising of Three arbitrators.**— (1) If three arbitrators are to be appointed, each party shall nominate one arbitrator.

(2) If a party fails to nominate an arbitrator within fourteen days after receipt of a party's nomination of an arbitrator, the Chairperson shall proceed to appoint an arbitrator on its behalf after considering the advice of the advisory panel.

(3) Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or set by the Chairperson, the Chairperson shall appoint the third arbitrator after considering the advice of the advisory panel, who shall be the presiding arbitrator.

**14. Multi-party appointment of arbitrator.**— (1) Where there are more than two parties to the arbitration, and a sole arbitrator is to be appointed, the parties may jointly nominate the sole arbitrator and in the absence of such joint nomination having been made within twenty-eight days of the date of commencement of the arbitration, the Chairperson shall appoint the sole arbitrator after considering the advice of the advisory panel.

(2) Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, the claimants shall jointly nominate one arbitrator and the respondents shall jointly nominate one arbitrator and unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or set by the Chairperson, the Chairperson shall appoint the third arbitrator on the advice of the advisory panel, who shall be the presiding arbitrator.

(3) In the absence of both such joint nominations having been made within twenty-eight days from the date of commencement of the arbitration, the Chairperson shall appoint all three arbitrators on the advice of the advisory panel and shall designate one of them to be the presiding arbitrator.

**15. Challenge of arbitrators.**— (1) The appointment or continuation of a person as an arbitrator may be challenged by any party if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not possess any requisite qualification which the parties have previously agreed, or if the arbitrator becomes unable to discharge his functions or is not discharging those functions in accordance with these regulations or within the specified period.

(2) A party may challenge the arbitrator nominated by him only for reasons of which he becomes aware after such nomination has been made.

(3) A party who intends to challenge the appointment of an arbitrator shall send a notice to the Registrar within fourteen days after the receipt of the notice of appointment of such arbitrator, or within fourteen days after the circumstances mentioned in sub-regulation (1) become known to that party.

(4) The notice of challenge shall be sent simultaneously to the other party, the arbitrator who is being challenged and the other members of the Arbitral Tribunal.

(5) The notice of challenge shall be in writing and shall state the grounds for the challenge specified in sub-regulation (1).

(6) The Registrar may, by order suspend the arbitration proceedings until the challenge is resolved.

(7) When an arbitrator is challenged by one party, and the other party does not dispute the challenge made by the first party within seven days of the date of receipt of the notice of challenge, the Chairperson may replace such arbitrator and the arbitrator so challenged may also withdraw voluntarily from his office.

(8) In neither case referred to in sub-regulation (7), does this imply acceptance of the validity of any of the grounds for the challenge.

(9) In instances referred to in sub-regulation (7), a substitute arbitrator shall be appointed in accordance with the procedure referred to in regulation 16.

(10) If the other party does not agree to the challenge and the arbitrator, who is being challenged does not withdraw himself voluntarily, the Chairperson shall send a copy of the notice to the parties and to the arbitrator to make submissions, or as the case may be, comments on the challenge within such period as may be provided by the Chairperson.

(11) The Chairperson shall endeavour to decide on the challenge within fifteen days from the date of submissions of the parties or the comments of the arbitrator, whichever is later.

(12) If the Chairperson accepts the notice of challenge, a substitute arbitrator shall be appointed in accordance with these regulations.

(13) If the Chairperson rejects notice of the challenge, the arbitrator shall continue with the arbitration.



**16. Substitution of arbitrator.-** (1) An arbitrator shall be substituted upon the following conditions:

- (a) refusal or failure to act in accordance with these regulations or within specified period; or
- (b) unable to perform the functions in accordance with these regulations; or
- (c) in case of his death, resignation, or withdrawal from the arbitration, or
- (d) acceptance of a challenge of arbitrator under regulation 15 by the Chairperson; or
- (e) in case of written request made by all the parties for the removal of the arbitrator to the Chairperson and where such request has been accepted by him.

(2) When an arbitrator is to be substituted for any reason, a substitute arbitrator shall be appointed by the Chairperson as per the procedure specified for the appointment of the arbitrator under these regulations.

(3) On substitution of an arbitrator, the reconstituted Arbitral Tribunal may invite and hear the parties to determine as to whether and to what extent the proceedings that have already taken place, shall be repeated or otherwise before the reconstituted Arbitral Tribunal:

Provided that if the previous Arbitral Tribunal has made an interim or partial award, any hearings related to such award, shall not be held again by the reconstituted Arbitral Tribunal and such interim or partial award shall remain effective.

**17. Fast track procedure. -** (1) The parties to an arbitration agreement may mutually agree in writing to have their dispute resolved through a fast track procedure at any stage, either before or at the time of appointment of the Arbitral Tribunal.

(2) Pursuant to such agreement, the parties may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Fast Track Procedure.

(3) The parties making an application under sub-regulation (2) shall send a copy of the application to the other parties and to the Registrar.

(4) Where a party has made an application under sub-regulation (2), and where the Chairperson decides, after considering the views of the parties and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the fast track procedure, the following procedure shall apply, notwithstanding anything contrary to the arbitration agreement between the parties, namely:-

- (a) the case shall be referred to a sole arbitrator, unless the Chairperson decides otherwise;
- (b) the Registrar may reduce any time period under these regulations;
- (c) the Arbitral Tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed, unless agreed otherwise by the parties;
- (d) the Arbitral Tribunal shall have the power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (e) an oral hearing may be held only if all the parties make a request or if the Arbitral Tribunal considers it necessary to have an oral hearing for clarifying certain issues;
- (f) 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;
- (g) the award under this regulation shall be made within a period of six months from the date of intimation by the Registrar to the parties, of the constitution of the Arbitral Tribunal.
- (h) if the award is not made within the said period of six months, the mandate of the Arbitral Tribunal shall terminate unless the period to make the award has been extended by the Registrar for reasons to be recorded in writing.

(5) Upon application by a party, the Arbitral Tribunal may, after giving the parties the opportunity to be heard and in consultation with the Registrar, order that the arbitral proceedings shall not be conducted in accordance with the fast track procedure under this regulation, and where the Arbitral Tribunal allows such application, the arbitration shall continue to be conducted by the same Arbitral Tribunal that was constituted to conduct the arbitration in accordance with the fast track procedure.

**18. Emergency arbitrator.-** (1) Where an application for emergency interim relief cannot wait till the Arbitral Tribunal is constituted, a party may apply to the Registrar in writing for such emergency interim relief.

(2) The application under sub-regulation (1) may be made at the time of filing or subsequent to the filing of the request for arbitration but prior to the constitution of the Arbitral Tribunal.

- (3) The party making an application under sub-regulation (1) shall simultaneously send a copy thereof to the other parties to the arbitration.
- (4) The party making such an application shall -
- include a statement briefly describing the nature and circumstances of the relief sought and specific reasons why such relief is required on an emergency basis and the reasons why the party is entitled to such relief;
  - pay the applicable fee as specified in the Schedule for the appointment of the emergency arbitrator; and
  - file proof of service of such application upon the other parties to the arbitration.
- (5) The Chairperson shall endeavor to appoint the emergency arbitrator within three days (including non-business days) of receipt of the application by the Registrar.
- (6) The emergency arbitrator to be appointed under sub-regulation (5) must disclose to the Registrar any facts or circumstances which may give rise to justifiable doubts as to his impartiality or independence, before accepting the appointment.
- (7) Any challenge to the appointment of the emergency arbitrator may be made by either of the parties within one business day of the communication by the Registrar of the said appointment and the application must state the circumstances which form the basis for the challenge.
- (8) An emergency arbitrator may not act as an arbitrator in any future arbitration relating to the said dispute unless agreed by all the parties.
- (9) The emergency arbitrator so appointed shall schedule a hearing including the filing of submissions and documents by the parties within two business days of his appointment and shall provide a reasonable opportunity of being heard to all the parties to the dispute before granting any urgent interim measures of protection and shall record reasons in the order.
- (10) The parties shall comply with any order made by the emergency arbitrator.
- (11) The emergency arbitrator shall have the power to order any interim relief that he deems necessary.
- (12) An order of the emergency arbitrator shall be made in writing, with a brief statement of reasons and shall be signed.
- (13) The emergency arbitrator shall ensure that the entire process of arbitration from date of his appointment to making of the order shall be completed within fifteen days, which may only be extended by the Registrar in exceptional circumstances or by written agreement of all the parties to the said proceedings.
- (14) The emergency arbitrator shall become *functus officio* after the order is made and shall not be a part of the Arbitral Tribunal, which may be formed subsequently, in accordance with these regulations unless otherwise agreed to by all the parties.
- (15) The order for urgent interim measures made by the emergency arbitrator shall not bind the Arbitral Tribunal on the merits of any issue or dispute that the Arbitral Tribunal may be required to determine.
- (16) The order made by the emergency arbitrator shall remain operative for a period of two months from the date of the order unless modified, substituted or vacated by the Arbitral Tribunal:
- Provided that the Arbitral Tribunal shall have the power to extend the said order beyond the period of two months if it deems it necessary for reasons to be recorded in writing.
- (17) Any order of the emergency arbitrator may be confirmed, varied, discharged or revoked, in whole or in part, by order or award made by the Arbitral Tribunal upon application by any party or upon its own initiative.
- 19. Interim measures by Arbitral Tribunal.**— (1) A party may, during the arbitral proceedings apply to the Arbitral Tribunal for an interim measure of protection in respect of the subject-matter of the dispute as it may consider necessary, including-
- the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
  - an interim measure of protection in respect of any of the following matters, namely: -
    - the preservation, interim custody or sale of any goods which are the subject matter of the arbitration;
    - securing the amount in dispute in the arbitration;
    - the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may arise therein and authorizing for any of the

aforesaid purposes any person to enter upon any land or building in the possession of any party or authorizing any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

- (iv) interim injunction or the appointment of a receiver;
- (v) such other interim measures of protection as may appear to the Arbitral Tribunal to be just and convenient.

(2) The Arbitral Tribunal may modify, suspend or terminate an interim measure granted by it, upon an application by a party, if the circumstances so warrant.

**20. Statement of claim.-** (1) The claimant shall, within such period as may be determined by the Arbitral Tribunal, submit the statement of claim, preferably by uploading it on the portal provided on the website of the Centre ([www.indiaaiac.org](http://www.indiaaiac.org)) or by way of an e-mail, or by filing a physical copy of the statement of claim with the Arbitral Tribunal with a copy to the respondent and to the Centre, setting out in full detail subject to any specific directions of the Arbitral Tribunal in this regard-

- (a) statement of facts supporting the claim;
- (b) copies of supporting documents; and
- (c) the relief claimed, together with the amount of all quantifiable claims.

(2) If the claimant fails to submit its statement of claim with the specified period, the Arbitral Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate, unless a respondent has brought a counter claim and requests the arbitration to continue.

**21. Statements of defence and counter claim.-** (1) The respondent shall submit its statement of defence before the Arbitral Tribunal within the period specified by the Arbitral Tribunal, preferably by uploading it on the portal provided on the website of the Centre ([www.indiaaiac.org](http://www.indiaaiac.org)) or by way of an e-mail, or by filing a physical copy of the statement of defence and furnish a copy to the claimant and to the Centre, setting out its full defence to the statement of claim, subject to any specific directions of the Arbitral Tribunal in this regard.

(2) The statement of defence may also include a counter claim (if any), which shall comply with the requirements of regulation 20.

(3) If a counter claim is made, the claimant shall within a specified period decided by the Arbitral Tribunal, send to the respondent a statement of defence to the counter claim (with a copy to the Arbitral Tribunal and the Centre), setting out its full defence to the counter claim.

(4) If the respondent fails to submit a statement of defence, or, if at any stage any party fails to avail itself of the opportunity to present its case in the manner directed by the Arbitral Tribunal, the Arbitral Tribunal may proceed with the arbitration.

**22. Amendments to the statements of claim or defence.-** (1) A party may, with the leave of the Arbitral Tribunal, amend, supplement or modify its claim, counter-claim or other pleadings, unless the Arbitral Tribunal considers it inappropriate to allow such amendment, having regard to the delay in making the request or the prejudice it might cause to the other party or any other circumstance.

(2) If a party is permitted to amend its claim or counter-claim, the Registrar may require such party to pay such additional Arbitral Tribunal's fees and the administration fee specified in the Schedule, as it considers appropriate.

**23. Further pleadings.-** The Arbitral Tribunal shall decide whether further pleadings shall be required from the parties or may be presented by them and it shall fix the periods of time for filing such pleadings, if any.

**24. Jurisdiction.-** (1) If a party objects to the existence or validity of the arbitration agreement, or to the competence of the Centre to administer an arbitration, the same shall be decided by the Arbitral Tribunal after it is constituted.

(2) The Arbitral Tribunal shall have the power to decide on its own jurisdiction, including any objections with respect to the existence, termination or validity of the arbitration agreement.

(3) A plea that the Arbitral Tribunal does not have jurisdiction shall be raised not later than in a statement of defence or in a statement of defence to the counter-claim and a failure by a party to raise an objection on jurisdiction by then, shall be treated as an express waiver of that objection.

**25. Conduct of proceedings.-** (1) The Arbitral Tribunal may conduct the arbitration in such manner as provided in the law governing the arbitration and as it considers appropriate to ensure the cost effective, fair and timely resolution of the dispute.

(2) As soon as practicable after the appointment of all arbitrators, the Arbitral Tribunal shall conduct a preliminary

meeting with the parties (in person, by audio/video conferencing or any other electronic mode), to discuss the procedures that will be most appropriate and efficient for the case.

(3) During or following the preliminary meeting, the Arbitral Tribunal shall establish the procedural time table that it intends to follow for the conduct of the arbitration (including the period within which parties shall lead evidence and make oral submissions on a day-to-day basis) and shall communicate the procedural time table to the Centre and the parties.

(4) The Arbitral Tribunal after consulting the parties, may adopt further procedural measures or modify the procedural timetable from time to time and all such modified procedural timetables and orders shall be communicated to the parties and the Centre, to ensure continued effective case management.

(5) The filing of the statement of claim and statement of defence shall be completed within a maximum period of six months from the date the arbitrator or all the arbitrators, as the case may be, received notice in writing of their appointment.

(6) The Arbitral Tribunal may frame a list of issues after the pleadings are completed, if it deems it appropriate to do so.

(7) The Arbitral Tribunal may proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these regulations or orders or directions of the Arbitral Tribunal or any partial or interim award or to attend any meetings or hearings, and may impose such costs as the Arbitral Tribunal deems appropriate in such circumstances.

**26. Language of the arbitration proceedings.-** (1) Unless the parties have agreed otherwise, the language of the arbitration shall be English.

(2) If a document is in a language other than the language of the arbitration, the Arbitral Tribunal, or if the Arbitral Tribunal has not been established, the Registrar, may order a party to submit translation of the document, in the language of the arbitration.

**27. Party representatives.-** (1) Any party may be represented by legal practitioners or any other authorised representatives, subject to submission of proof of authority of the party representatives.

(2) Any change or addition by a party to its representatives shall be promptly communicated in writing to the Registrar, the Arbitral Tribunal and the other parties.

**28. Place/seat of arbitration.-** (1) The parties may agree on the place/seat of arbitration, failing such an agreement, the place/seat of arbitration shall be determined by the Arbitral Tribunal having regard to the circumstances of the case.

(2) The Arbitral Tribunal, in consultation with the parties may hold all proceedings including hearings either physically, virtually or in a hybrid manner and where the Arbitral Tribunal decides to hold the hearings (including for recording of evidence) physically, it may hold it at any location agreed to by the parties or where there is no such agreement hold it at a place which the Arbitral Tribunal considers convenient or appropriate, after consulting the parties.

*Explanation:* 'Place of Arbitration' shall mean 'Seat of Arbitration' and *vice versa*.

**29. Applicable law.-** (1) The Arbitral Tribunal shall, for deciding the merits of the dispute, apply the law or rules, as the case may be, agreed upon by the parties and in case of failure of such agreement between the parties, the Arbitral Tribunal shall decide the dispute on merits by applying the law or rules which it determines to be appropriate in the facts and circumstances of the case.

(2) In an arbitration other than international commercial arbitration, the Arbitral Tribunal shall decide the dispute submitted to arbitration in accordance with the law for the time being in force in India.

(3) The Arbitral Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised the Arbitral Tribunal to do so.

(4) In all cases, the Arbitral Tribunal shall take into account the terms of the contract, any trade usages applicable to the transaction to the extent that the Arbitral Tribunal considers it relevant to the arbitration.

**30. Hearings.—** (1) Unless the parties have agreed otherwise or where the parties have opted for fast track procedure, the Arbitral Tribunal shall if either party so requests or the Arbitral Tribunal so decides, hold a hearing in a manner as agreed for the presentation of evidence and for oral arguments on interim applications, if any and on the merits of the dispute.

(2) The Arbitral Tribunal shall fix the date, time and place of any meeting or hearing and shall give the parties reasonable notice in advance.

(3) If any party to the proceedings, without sufficient cause, fails to appear at a hearing, the Arbitral Tribunal may proceed with the arbitration and may make the award based on the evidence and submissions before it.

(4) Unless the parties agree otherwise, all meetings and hearings shall be held privately, and any recordings, transcripts, documents or other materials used in the proceedings shall remain confidential.

**31. Witnesses-** (1) Prior to hearing, the Arbitral Tribunal may require any party to give a list of witnesses, including expert witnesses, whom it intends to produce, the subject of their testimony and its relevance to the issues.

(2) The Arbitral Tribunal shall have the discretion to allow, refuse or limit the number of witnesses intended to be produced by a party and to determine the time to be allocated for the oral testimony of a witness.

(3) The Arbitral Tribunal shall determine the manner in which witnesses are to be examined, and may direct that the testimony of any witness be presented in written form.

**32. Appointment of experts by the Arbitral Tribunal-** (1) Unless the parties have agreed otherwise, the Arbitral Tribunal may—

(a) in consultation with the parties, appoint one or more experts to report on specific issues which shall be set out by the Arbitral Tribunal in writing; and

(b) require a party to give such expert any relevant information, or produce, or provide access to any relevant documents, goods or property for inspection.

(2) Any expert so appointed shall submit a report in writing to the Arbitral Tribunal and upon receipt of the said written report, the Arbitral Tribunal shall supply a copy of the report to the parties.

(3) Unless the parties have agreed otherwise, if a party so requests or if the Arbitral Tribunal considers it necessary, any such expert shall after delivery of his written report, participate in an oral hearing where the parties may cross-examine him.

(4) Any expert so appointed shall furnish a declaration that he is and shall continue to be impartial and independent.

(5) The charges and costs relating to the expert shall be borne by the parties, as determined by the Arbitral Tribunal.

**33. Making of award-** (1) The Arbitral Tribunal, upon being satisfied that the parties have no further relevant and material evidence to produce or submissions to make, shall declare that the proceedings are closed and the Arbitral Tribunal may, on its own motion or upon application of a party before any award is made, reopen the proceedings.

(2) The Arbitral Tribunal shall submit all draft awards to the Registrar within sixty days from the date on which it declares the proceedings closed unless, in exceptional circumstances and further to an application by the Arbitral Tribunal or on the own motion of the Registrar, the Registrar extends the period for submission of the draft award.

(3) The Registrar may suggest changes, within twenty-one days as to the form of the draft award and point out any typographical or clerical errors in the draft award without affecting the decision of the Arbitral Tribunal.

(4) The Arbitral Tribunal may make such changes, if any, as it deems fit to the award.

(5) The Arbitral Tribunal may make partial awards on different issues at different times.

(6) Where the Arbitral Tribunal consists of more than one arbitrator, the Arbitral Tribunal shall decide by a majority.

(7) The award shall be made in writing and signed by the Arbitral Tribunal and unless agreed otherwise by the parties in writing, the award shall state the reasons upon which it is based.

(8) The award may be executed in any number of counterparts, each of which is an original and all of which together evidence the same award.

(9) Where there are three arbitrators and any of them fails to sign the award, the award shall state the reason for the absence of the signature of such arbitrator.

(10) If the majority arbitrators of the Arbitral Tribunal sign the award, it shall be final and binding for the purposes of these regulations, provided that all arbitrators were provided with a reasonable opportunity to sign the award.

(11) The award shall be delivered by the Arbitral Tribunal to the Registrar, who shall transmit certified copies to the parties upon the full settlement of the costs of arbitration.

(12) The Arbitral Tribunal may award interest on any principal sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Arbitral Tribunal determines and in respect of any period, as it determines appropriate.

(13) In the event of a settlement, if the parties so request, the Arbitral Tribunal may render a consent award recording the settlement, provided always that such award contains an express statement that it is an award made with the consent of the parties, which need not contain reasons.

(14) If the parties do not require a consent Award, the parties shall confirm to the Arbitral Tribunal and the Registrar that a settlement has been reached.

(15) The Arbitral Tribunal shall be discharged and the arbitration concluded upon payment of any outstanding costs of the arbitration.

(16) By agreeing to arbitration under these regulations, the parties agree that an award shall be final and binding on the parties from the date it is made.

**34. Correction and interpretation of award, additional award.-** (1) Within thirty days from the receipt of the arbitral award—

(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.

(2) If the Arbitral Tribunal is satisfied with the request made under sub-regulation (1), 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.

(3) The Arbitral Tribunal may correct any error of the type referred to in clause (a) of sub-regulation (1), on its own initiative, within thirty days from the date of the award.

(4) A party with notice to the other party, may request, within thirty days from the receipt of the award, the Arbitral Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.

(5) If the Arbitral Tribunal is satisfied with the request made under sub-regulation (4), it shall make the additional award within sixty days from the receipt of such request.

(6) The Arbitral Tribunal may extend, if necessary, the period within which it shall make a correction, give an interpretation or make an additional award under sub-regulation (2) or sub-regulation (5).

(7) The regulation 33 shall apply to a correction or interpretation of the award or to an additional award.

**35. Fees and expenses of arbitration.-** (1) The fees of the arbitrator and the administration fee shall be fixed by the Registrar in accordance with the fee specified in the Schedule.

(2) The Arbitral Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable practice directions.

**36. Deposits for costs of arbitration.-** (1) The Registrar shall fix the amount of deposits towards the costs of arbitration.

(2) Unless the Registrar directs otherwise, fifty per cent. of such deposits shall be payable by the claimant and the remaining fifty per cent. of such deposits shall be payable by the respondent and the Registrar may fix separate advances on costs for claims and counter-claims, respectively.

(3) Where the amount of the claim or the counter-claim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar, based on the nature of the dispute, the contract amount and the circumstances of the case, which shall be adjusted subsequently.

(4) The Registrar may from time to time direct the parties to make further payments towards costs of the arbitration incurred or to be incurred on behalf of, or for the benefit of, the parties.

(5) If a party fails to make the deposits as directed, the Registrar may, after consulting the Arbitral Tribunal and after informing the parties, direct the Arbitral Tribunal to suspend the arbitration proceedings and set a period, not exceeding sixty days, on the expiry of which the relevant claims or counter-claims shall stand terminated without prejudice to the parties reintroducing the same claims or counter-claims in another proceeding *de novo*, in accordance with law.

(6) Parties are jointly and severally liable for the deposits for costs of the arbitration.

(7) Any party is free to pay the whole of the deposits towards costs of the arbitration in respect of the claim or the counter-claim, in case the other party fails to pay its share.

(8) If the arbitration is settled or disposed of without a hearing, the costs of arbitration shall be finally determined by the Registrar having regard to the circumstances of the case, including the stage of proceedings at which the arbitration is settled or disposed.

(9) In the event that the costs of arbitration determined are less than the deposits made, there shall be a refund made to the parties by the Centre in such proportions as the deposits were made unless otherwise agreed by the parties.

(10) All deposits shall be made to and held by the Centre and any interest which may accrue on such deposits shall be retained by it.

(11) The Centre shall have a lien on the arbitral award for any unpaid costs of the arbitration and the award shall not be notified to the parties unless all such costs have been fully paid to the Centre by the parties or by any one of them.

**37. Costs of arbitration.**— (1) The Arbitral Tribunal shall specify in the award, the total amount of the costs of the arbitration, and unless the parties have agreed otherwise, the Arbitral Tribunal shall determine in the award, the apportionment of the costs of the arbitration among the parties.

(2) The term "costs of the arbitration" includes -

- (a) the fees and expenses of the Arbitral Tribunal;
- (b) the administration fees of the Centre and its expenses; and
- (c) the costs of expert advice and of other assistance reasonably required by the Arbitral Tribunal.

**38. Legal and other costs.**— (1) The Arbitral Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a party be paid by another party.

(2) The Arbitral Tribunal shall take into account in making its decision as to costs, circumstances it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious manner.

**39. Appointment fees.**— (1) The appointment fees, as specified in the Schedule shall be payable when a request for appointment of arbitrator has been made to the Centre in an *ad hoc* arbitration and where parties have agreed for the Centre to make such appointment either before or after the dispute has arisen and such appointment fee shall be payable by the party making the request for appointment.

(2) Where a court refers a matter to the Centre for appointment of arbitrator on an application made by a party for such appointment, then the appointment fee shall be payable by the party who has made an application to the court for the appointment of arbitrator.

(3) Where a court on its own motion refers a matter to the Centre for appointment of arbitrator, the appointment fee shall be payable by both the parties in equal share or either party may pay the entire amount of appointment fee.

**40. Exclusion of liability.**— (1) The Centre, the Chairperson, Members, Chief Executive Officer, Registrar, Member of the advisory panel or Chamber of Arbitration of the Centre, other officers, employees, any arbitrator or emergency arbitrator, shall not be liable to any person for any negligence, act or omission in good faith, in connection with any arbitration conducted under these regulations.

(2) The Centre, the Chairperson, Members, Chief Executive Officer, Registrar, Member of the advisory panel or Chamber of Arbitration of the Centre, other officers, employees, any arbitrator or emergency arbitrator, shall not be under any obligation to make any statement in connection with any arbitration conducted under these regulations and no party shall seek to make the Chairperson, any Members, officers, employees, any arbitrator or emergency arbitrator act as a witness in any legal proceedings in connection with any arbitration conducted under these regulations.

**41. Waiver of right to object.**— A party who knows or ought to know of a failure to comply with any of the provisions, or requirement under these regulations, and which are applicable to the proceedings, any direction given by the Arbitral Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Arbitral Tribunal or the conduct of the proceedings and yet proceeds with the arbitration without promptly stating its objection, or if a period is provided for stating that objection, within that period, shall be deemed to have waived its right to object.

**42. Confidentiality.**— (1) The parties, the Arbitral Tribunal, an emergency arbitrator, Members of the Centre and the Centre shall at all times treat all matters relating to the arbitration and the award including the proceedings as confidential.

(2) A party or any arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter, except—

- (a) for the purpose of making an application to a court of competent jurisdiction, to enforce or challenge the award; or
- (b) pursuant to the order made by a court of competent jurisdiction; or

- (c) for the purpose of pursuing or enforcing a legal right or claim; or
- (d) in compliance with the provisions of any laws which are binding on the party making the disclosure, or
- (e) in compliance with the request or requirement of any regulatory body or other authority under any law; or
- (f) pursuant to an order by the Arbitral Tribunal on application by a party with proper notice to the other parties.

(3) In this regulation, "matters relating to the proceedings" means the existence of the proceedings and the pleadings, evidence and other materials in the arbitration proceedings and all other documents produced by another party in the proceedings or the award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

**43. Decisions of Chairperson, Members, Chief Executive Officer and Registrar.-**

(1) Subject to the provisions of these regulations, the decisions of the Chairperson, Members, Chief Executive Officer and Registrar with respect to all matters relating to an arbitration conducted under these regulations shall be conclusive and binding upon the parties and the Arbitral Tribunal.

(2) The Chairperson, Members, Chief Executive Officer and the Registrar shall not be required to provide reasons for such decisions, unless expressly provided for in these regulations.

**44. Miscellaneous.-** (1) In all matters not expressly provided for in these regulations, the Chairperson, Members, Chief Executive Officer, Registrar and the Arbitral Tribunal shall act in the spirit of these regulations and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration.

(2) The Centre may from time to time issue practice directions for implementation of these regulations, for the purpose of facilitating the administration of arbitration.

**SCHEDULE**

**FEE FOR ARBITRATION**

**PART I- DOMESTIC ARBITRATION**

(A) **NON-REFUNDABLE FILING FEE** - Indian Rupees 5,000/- plus GST, as applicable

**(B) ADMINISTRATION FEE**

Sl. No.	Amount in Dispute ((Indian Rupees) [claim + counter-claim (if any)]	Administration Fee (Indian Rupees) (excluding GST)
(i)	Upto 25,00,000	15,000
(ii)	Above 25,00,000 and upto 1,00,00,000	25,000
(iii)	Above 1,00,00,000 and upto 5,00,00,000	50,000
(iv)	Above 5,00,00,000 and upto 7,00,00,000	75,000
(v)	Above 7,00,00,000 and upto 10,00,00,000	90,000
(vi)	Above 10,00,00,000 and upto 25,00,00,000	1,00,000
(vii)	Above 25,00,00,000	1,50,000

**Note.-:** The Administration fee of the Centre does not include the following, namely:-

- (a) The disbursements and incidental expenses incurred by the Centre in connection with the arbitration;
- (b) Cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services), as may be applicable;
- (c) Good and Services Tax (GST) as may be applicable.



**(C) ARBITRATOR'S FEE- FOR EACH ARBITRATOR**

Sl. No.	Amount in Dispute (Indian Rupees) [Claim + Counterclaim (if any)]	Arbitrator's Fee (Indian Rupees) (excluding GST)
(i)	Upto 5,00,000	45,000
(ii)	Above 5,00,000 and upto 20,00,000	45,000 plus 3.5% of amount in excess of 5,00,000
(iii)	Above 20,00,000 and upto 1,00,00,000	97,500 plus 3% of amount in excess of 20,00,000
(iv)	Above 1,00,00,000 and upto 10,00,00,000	3,37,500 plus 1% of amount in excess of 1,00,00,000
(v)	Above 10,00,00,000 and upto 20,00,00,000	12,37,500 plus 0.75% of amount in excess of 10,00,00,000
(vi)	Above 20,00,00,000 and upto 50,00,00,000	48,62,500 plus 0.50% of amount in excess of 20,00,00,000
(vii)	Above 50,00,00,000 and upto 75,00,00,000	78,62,500 plus 0.25% of amount in excess of 50,00,00,000
(viii)	Above 75,00,00,000 and upto 100,00,00,000	84,87,500 plus 0.10% of amount in excess of 75,00,00,000
(ix)	Above 100,00,00,000 and upto 200,00,00,000	87,37,500 plus 0.03% of amount in excess of 100,00,00,000
(x)	Above 200,00,00,000	91,00,000

**Note.-** (1) In case the Arbitral Tribunal comprises of a sole arbitrator, he shall be entitled to an additional amount of 25% on the fee payable as per the table set out above.

- (2) The arbitrator's fee does not include-
- the expenses of the arbitrator;
  - Good and Services Tax (GST) as may be applicable.

**(D) FEE FOR EMERGENCY ARBITRATOR PROCEEDINGS**

Administration fee of the Centre	-	Indian Rupees 1,00,000/-
Emergency arbitrator's fee-		Indian Rupees 7,00,000/-

**Note.-** The fee for emergency arbitrator proceedings does not include the following, namely:-

- the disbursements and incidental expenses incurred by the Centre in connection with the emergency arbitrator proceedings;
- the expenses of the emergency arbitrator;
- cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services) as may be applicable;
- Good and Services Tax (GST) as may be applicable.

**PART II- INTERNATIONAL ARBITRATION**

(A) **NON-REFUNDABLE FILING FEE-** United States Dollars 500/- (or equivalent in Indian Rupees) plus Good and Services Tax (GST), as applicable.

(B) **ADMINISTRATION FEE**

Sl. No.	Amount in Dispute (United States Dollars or equivalent in Indian Rupees) [Claim + Counterclaim (if any)]	Administration Fee (United States Dollars or equivalent in Indian Rupees) (excluding GST)
(i)	Up to 50,000	1,000
(ii)	Above 50,000 and upto 100,000	1,000 plus 2% of amount in excess of 50,000
(iii)	Above 100,000 and upto 500,000	2,000 plus 1% of amount in excess of 100,000
(iv)	Above 500,000 and upto 1,000,000	6,000 plus 0.60% of amount in excess of 500,000
(v)	Above 1,000,000 and upto 2,000,000	9,000 plus 0.30% of amount in excess of 1,000,000
(vi)	Above 2,000,000 and upto 5,000,000	12,000 plus 0.10% of amount in excess of 2,000,000
(vii)	Above 5,000,000	15,000

**Note.-** The administration fee of the Centre does not include the following, namely:-

- (a) the disbursements and incidental expenses incurred by the Centre in connection with the arbitration;
- (b) cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services), as may be applicable;
- (c) Good and Services Tax (GST) as may be applicable.

**(C) ARBITRATOR'S FEE – FOR EACH ARBITRATOR**

S. No.	Amount in Dispute (United States Dollars or equivalent in Indian Rupees) [Claim + Counterclaim (if any)]	Arbitrator's Fee (United States Dollars or equivalent in Indian Rupees) (excluding GST)
(i)	Up to 50,000	5,000
(ii)	Above 50,000 and upto 100,000	5,000 plus 10% of amount in excess of 50,000
(iii)	Above 100,000 and upto 500,000	10,000 plus 6% of amount in excess of 100,000
(iv)	Above 500,000 and upto 1,000,000	34,000 plus 4% of amount in excess of 500,000
(v)	Above 1,000,000 and upto 2,000,000	54,000 plus 2.5% of amount in excess of 1,000,000
(vi)	Above 2,000,000 and upto 5,000,000	79,000 plus 1.25% of amount in excess of 2,000,000
(vii)	Above 5,000,000 and upto 10,000,000	116,500 plus 0.60% of amount in excess of 5,000,000
(viii)	Above 10,000,000 and upto 50,000,000	146,500 plus 0.10% of amount in excess of 10,000,000
(ix)	Above 50,000,000 and upto 100,000,000	186,500 plus 0.025% of amount in excess of 50,000,000
(x)	Above 100,000,000	200,000

**Note.-** The fee of the arbitrator does not include:-

- (a) the expenses of the arbitrator,

(b) Good and Services Tax (GST) as may be applicable.

**(D) FEE FOR EMERGENCY ARBITRATOR PROCEEDINGS**

Administration fee of the Centre United States Dollars 2,000/-  
(or equivalent in Indian Rupees)

Emergency arbitrator's fee- United States Dollars 15,000/-  
(or equivalent in Indian Rupees)

**Note.-** The fee for emergency arbitrator proceedings does not include the following, namely:-

- (a) the disbursements and incidental expenses incurred by the Centre in connection with the Emergency Arbitrator proceedings;
- (b) the expenses of the emergency arbitrator;
- (c) cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services)
- (d) Good and Services Tax (GST) as may be applicable.

**PART III- APPOINTMENT FEE IN AD-HOC ARBITRATION MATTERS**

**Domestic Arbitration**

- (a) 1 Arbitrator – Indian Rupees 5,000/-;
- (b) 2 Arbitrators – Indian Rupees 10,000/-;
- (c) 3 Arbitrators – Indian Rupees 15,000/- ;

**International Arbitration**

- (a) 1 Arbitrator – United States Dollars 500/- (or equivalent in Indian Rupees)
- (b) 2 Arbitrators – United States Dollars 1,000/- (or equivalent in Indian Rupees)
- (c) 3 Arbitrators – United States Dollars 1,500/- (or equivalent in Indian Rupees)

HEMANT GUPTA, Chairperson  
[ADVT.-III/4/Exty./406/2023-24]



**AJAY KUMAR ARORA**  
**JS (Arbitration and Conciliation)**

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भारत सरकार  
GOVERNMENT OF INDIA  
विधि और न्याय मंत्रालय  
MINISTRY OF LAW & JUSTICE  
विधि कार्य विभाग  
DEPARTMENT OF LEGAL AFFAIRS

D.O. No. A-60011/50/2023-ADR

Dated the 5<sup>th</sup> April, 2024

Sir,

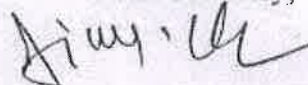
I invite your kind attention to this Department's D.O. letter of even no. dated 31<sup>st</sup> October, 2023 (copy enclosed) *inter-alia* requesting your Department and other entities including Central Public Sector Enterprises under the administrative control of your Department to consider incorporating appropriate clauses in their contracts for reference of their contractual disputes for resolution through arbitration, to the India International Arbitration Centre.

2. In this regard, I would like to further inform you that the India International Arbitration Centre, an institution of national importance has been established in terms of the provisions of the India International Arbitration Centre Act, 2019. As provided for by the law, the IIAC has taken over the undertakings of the International Centre for Alternative Dispute Resolution (ICADR) and is operating from Vasant Kunj, New Delhi. The IIAC is providing requisite administrative support including a panel of reputed arbitrators for conducting arbitration under its aegis in a cost effective and time bound manner for both domestic and international arbitrations.

3. I therefore once again request your Department and other entities including Central Public Sector Enterprises under the administrative control of your Department to prefer resorting to institutional arbitration and consider incorporating appropriate clauses in their ongoing and future contracts for reference of their contractual disputes for resolution through arbitration, to India International Arbitration Centre

With regards,

Yours sincerely,

  
(Ajay Kumar Arora)

Encl: As above.

To  
All Secretaries of Departments/Ministries