

F. No.A-60011/48/2022-NDIAC
Government of India
Ministry of Law & Justice
Department of Legal Affairs

Shastri Bhawan, New Delhi,
dated the 28th October, 2022

Subject: Inviting comments on the draft Regulations framed by New Delhi International Arbitration Centre - reg

The following draft Regulations relating to the New Delhi International Arbitration Centre, an autonomous body under the aegis of the Department of Legal Affairs, Ministry of Law and Justice, are being put up on the website of the Department of Legal Affairs for comments/views:

- (a) New Delhi International Arbitration Centre (Time and Place and Rules of Procedure in regard to the Transaction of Business of the Centre) Regulations, 2022
- (b) New Delhi International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations 2022
- (c) New Delhi International Arbitration Centre (Criteria for Admission to the Panel of Reputed Arbitrators) Regulations, 2022
- (d) New Delhi International Arbitration Centre (Qualifications, Appointment, and other Terms and Conditions of the Service of the Chief Executive Officer) Regulations, 2022 .

The comments/views of the Public/stakeholders are invited on the aforesaid Regulations on the email yogesh.saini@gov.in, at the earliest.

NEW DELHI INTERNATIONAL ARBITRATION CENTRE

NOTIFICATION

NEW DELHI,2022

F. No..... In exercise of the powers conferred by clause (b) of sub-section (2) of section 31 of the New Delhi International Arbitration Centre Act, 2019, hereinafter referred as the Act, the Centre hereby makes the following regulations namely:-

1. **Short title and commencement.** - (1) These regulations may be called the New Delhi International Arbitration Centre (Time and Place and Rules of Procedure in regard to the Transaction of Business of the Centre) Regulations, 2022.
(2) They shall come into force on the date of their publication in the Official Gazette.
2. **Definitions.** - Words and expressions used in these regulations and not defined, but defined in the New Delhi International Arbitration Centre Act, 2019 shall have the meanings respectively assigned to them in the Act.
3. **Meetings of the Centre.** - The Centre may meet as often as may be considered necessary for transaction of its business but shall ordinarily meet at least once in every quarter at such place, date and time as may be decided.
4. **Proceedings.** - All proceedings of the meetings of the Centre shall be entered in a Minute Book to be maintained by the Centre for the purpose and all the minutes shall be signed by the chairman of the meeting after the same is duly confirmed.
5. **Extraordinary Meeting.** - An extraordinary meeting of the Centre shall be called on a written notice by at least three members of the Centre or by the Chairperson.
6. **Notice of Meetings.** - Notice of every meeting of the Centre shall be sent to the Members of the Centre, in the case of an ordinary meeting preferably fourteen days, and in the case of an extraordinary meeting, preferably seven days before the date of the meeting, by electronic mail and when sent by post, under certificate of posting. The agenda of the meeting shall be sent preferably ten days and five days respectively for an ordinary meeting and an extraordinary meeting, before the said meeting.
7. **Quorum.** - Three members present in person or any other mode acceptable to the Members shall form a quorum for any meeting of the Centre

Provided that if at the time appointed for the meeting the quorum is not present, the meeting shall stand adjourned to a later time on the same date or another date as decided by the Chairperson or chairman of the meeting, as the case may be. The meeting called after the adjourned meeting on the basis of the same agenda will not be required to have a quorum.
8. **Presiding Authority.** - Every meeting of the Centre shall be presided over by the Chairperson and in his absence, the members present on the occasion shall chose a member from amongst themselves to preside over the meeting who shall be the deemed chairman of the meeting.
9. **Decisions.** - All questions at any meeting of the Centre shall be determined by a majority of votes. Every Member of the Centre shall have one vote. In case of equal votes, the Chairperson or deemed chairman shall have a casting vote in addition to his ordinary vote.

10. **Resolution.** - Any resolution, except such as may be placed before the meetings of the Centre, may be adopted by circulation among all its Members and any resolution so circulated and adopted by majority of the members who have signified their approval or disapproval of such resolution shall be binding as if such resolution had been adopted at a meeting of the Centre.

TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY,
PART-III, SECTION 4

Government of India
Ministry of Law and Justice
Department of Legal Affairs

New Delhi, (dated on), 2022

NOTIFICATION

_____.-In exercise of the powers conferred by clause (f) of sub-section (2) of section 31 of the New Delhi International Arbitration Centre Act, 2019, the New Delhi International Arbitration Centre hereby makes the following regulations, namely:-

1. **Short title and commencement.** – (1) These regulations may be called the New Delhi International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations 2022.
(2) They shall come into force on the date of their publication in the Official Gazette.
2. **Application.-** Where parties have agreed to refer their disputes to the Centre for arbitration or to arbitration in accordance with these Regulations (whether before or after a dispute has arisen) or where the Court directs that arbitration be conducted between the parties in accordance with these Regulations, the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by the Centre in accordance with these Regulations as amended from time to time and that such Regulations have been incorporated by reference in the arbitration agreement. If any of these Regulations are in conflict with a mandatory provision of law applicable to the arbitration or the arbitration agreement from which the parties cannot derogate, the mandatory provision or the agreement shall prevail as the case may be.

3. **Definitions-** (1) In these Regulations, unless the context otherwise requires,-
- (a) “Act” means the Arbitration and Conciliation Act, 1996 (as amended from time to time);
 - (b) “Arbitral Tribunal” includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed under these Regulations;
 - (c) “NDIAC Act” means the New Delhi International Arbitration Centre Act, 2019;
 - (d) “Award” includes a partial or final award.
 - (e) “Centre” means the New Delhi International Arbitration Centre established and incorporated under section 3 of the NDIAC Act, 2019;
 - (f) “Chamber of Arbitration” means the Chamber of Arbitration as defined under Section 28 of the NDIAC Act, 2019;
 - (g) “Panel of Arbitrators” means the panel of arbitrators maintained by the Centre;
 - (h) “Practice Notes” means the guidelines published and intimated by the Centre from time to time, to supplement, regulate and implement these Regulations.
- (2) All other words and expressions used herein but not defined shall have the same meanings respectively assigned to them in the Act or the NDIAC Act, as the case may be.
4. **Communication and calculation of period of time -** (1) For the purposes of these Regulations, any notice, communication or proposal shall be in writing (“Written Communication”). Any such Written Communication may be delivered personally or by registered post or courier service, or transmitted by any form of Electronic Communication or delivered by any other means that provides a record of its transmission or in any other manner as may be ordered by the Arbitral Tribunal. It shall be deemed to have been received if it is delivered: (i) to the addressee personally, (ii) to his habitual residence, place of business or designated address, (iii) to any address agreed by the parties, (iv) according to the practice of the parties in prior dealings; or (v) to his known email address or (vi) if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business.

Explanation – Electronic Communication shall include electronic mail and facsimile, and that such 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 recipient's time zone.

(3) For the purposes of calculating any period of time under these Regulations, such period shall begin to run on the day following the day when a Written Communication is deemed to have been received pursuant to sub-regulation (2). When the day next following such date is a non-business day in the place of receipt pursuant to sub-regulation (1), the time period commences on the first following business day. If the last day of such period is a non-business day at the place of receipt, the period is extended until the first business day which follows. Non-business days occurring during the running of the period of time are included in calculating the period.

(4) After the constitution of the Arbitral Tribunal, where any party delivers any Written Communication to the Arbitral Tribunal, it shall simultaneously deliver an electronic copy to each arbitrator, all other parties and the Centre and it shall confirm in writing to the Arbitral Tribunal that it has done so or is doing so.

5. Request for Arbitration.- (1) Arbitration Proceedings under these Regulations shall commence:-

- (i) when a party makes a request in writing to the Centre in accordance with sub-regulation (2) to commence the arbitration; or
- (ii) on receipt of an order of a Court referring the parties to arbitration.

(2) When a party files with the Centre request for arbitration in writing, the same shall contain or be accompanied by:

- (i) in cases covered by regulation 5 (1)(ii), order of the Court referring the parties to arbitration;
- (ii) details of definite and provisional terms of reference; if any;

- (iii) the complete arbitration clause or the separate arbitration agreement that is invoked including where the parties have agreed for conduct of arbitration by or through the Centre;
- (iv) a reference to [and, where possible, a copy of] the contract(s) [or other instrument (s)] out of or in relation to which the dispute (s) arises;
- (v) the full names and contact details, including postal address(es), telephone number(s), facsimile number(s) and electronic mail address(es), to the extent known, of the parties to the arbitration and their legal representatives, if any;
- (vi) a statement briefly describing the nature and circumstances of the dispute and the claims advanced by the Claimant against any other party to the arbitration [each such other party being here separately described as the "Respondent"], specifying the relief claimed, including the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
- (vii) a statement of any matters which the parties have previously agreed pertaining to conduct of the arbitration or with respect to which the Claimant wishes to make a proposal (such as the number of arbitrator (s), governing law of arbitration, the language of the arbitration and seat of arbitration);
- (viii) unless the parties have agreed otherwise including stating that appointment of arbitrator is to be done by the Centre or except where an arbitrator has been named by the Court, 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;
- (ix) confirmation that copies of the Request for Arbitration and any documents/exhibits 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 satisfactory to the Centre of actual delivery including the date of delivery; and
- (x) confirmation that the requisite filing fee/administration charges has been paid [without which the request for Arbitration shall be treated as not having been received by the Centre and the arbitration as not having been commenced].

(3) Party making request for Arbitration may also file Statement of Claim, referred to in regulation 13, along with the request.

Explanation- For the removal of doubt, it is clarified that the contents of the request for Arbitration does not prevent a party from subsequently adding, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs claimed, (subject to regulation 15), provided that such matters and reliefs fall within the scope of the arbitration agreement and are relevant to the dispute.

(4) Subject to the Centre's actual receipt of the requisite filing fee, 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

Explanation- For the removal of doubt, it is clarified that the Request for Arbitration is 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. The Centre shall further notify the parties of the date of commencement of the arbitration.

6. **Response to the Request for Arbitration** – (1) The Respondent shall send to the Claimant and Centre a response within 15 days of the receipt of the Request for Arbitration (Response). The Response shall contain or be accompanied by:
- (a) a confirmation or denial of all or part of the claims, including the Claimant's invocation of the arbitration agreement in support thereof;
 - (b) the full names and contact details (including postal address(es), telephone number(s) and mobile number(s), facsimile number(s) and electronic mail address(es) of the Respondent and its legal representatives and successor(s) in interest, if any;
 - (c) a statement briefly describing the nature and circumstances of the dispute and the defence to the claim, including any counterclaims advanced against any other party to the arbitration agreement, specifying the relief claimed, including the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;
 - (d) any comment in response to any statements contained in the Request for Arbitration, or with respect to which the Respondent wishes to make a

proposal, on matters relating to the conduct of the arbitration such as the number of arbitrator(s), governing law of the arbitration, curial law of arbitration, the language(s) of the arbitration and the seat/place of arbitration;

(e) unless the parties have agreed otherwise including explicitly stating that appointment of arbitrator is to be done by the Centre:

(i) where the arbitration agreement provides for a sole arbitrator, concurrence or otherwise with the Claimant's proposal for a sole arbitrator.

(ii) where the arbitration agreement provides for three or more member Arbitral Tribunal, the nomination of Arbitrator shall be as envisaged in such agreement.

(f) confirmation that copies of the Response and the **documents/exhibits** relied on have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, by documentary proof satisfactory to the Centre of actual delivery (including the date of delivery);

(g) confirmation that the requisite filing fee/administration charges have been paid.

(2) The Response may also include the Statement of Defence and a Statement of Counter-claim, as referred to in regulation 14.

Explanation- For the removal of doubt, it is clarified that the contents of the Response do not restrict the Respondent from subsequently adding, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs claimed (subject to regulation 15), provided these matters and reliefs fall within the scope of the arbitration agreement and are relevant to the dispute.

7. Consolidation mechanism.- (1) At the request of a party (the "Request for Consolidation"), and after consulting with the parties and the constituted Arbitral Tribunal in the first arbitration matter, the Centre shall have the power (but shall not be bound) to consolidate two or more arbitrations pending under these Regulations into a common arbitration where:

- (i) the parties agree to the consolidation; or
 - (ii) all of the claims in the arbitrations are made under the same arbitration agreement.
- (2) The party making the request shall provide copies of the Request for Consolidation to all other parties and to the Arbitral Tribunal constituted, if any, in the first arbitration matter.
- (3) In deciding whether to consolidate, the Centre shall take into account all the circumstances of the case. The Centre shall endeavour to determine any application for consolidation no later than 14 days following the receipt of the Request for Consolidation.
- (4) Where the Centre decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or the Centre decides otherwise, taking into account the circumstances of the case. The Centre shall provide copies of the decision of the Centre to all parties and to the Arbitral Tribunal constituted, if any, in the first arbitration matter.
- (5) Where the Centre decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate an arbitrator whether under an express right under an arbitration agreement or otherwise, and the Centre may revoke the appointment of any arbitrators already designated or confirmed.
- (6) The Centre's decision as to consolidation will be final and binding on the parties.
- (7) The Centre may suitably adjust its Administrative Fees and the Arbitral Tribunal's fees (where appropriate) after a decision to consolidate has been made.

THE ARBITRAL TRIBUNAL

8. **Disclosure on independence and impartiality of the arbitrators** - (1) When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose in writing any circumstances, in such form as may be provided by the Centre in the Practice Notes including—
- (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 the time stipulated, as applicable.

Explanation 1 – The grounds stated in the Fifth Schedule to the Act shall guide in determining whether such 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 to the Act.

(2) An Arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall, without delay, disclose to the parties in writing any circumstances referred to in sub regulation 8 (1) unless they have already been informed of them by him.

(3) Notwithstanding any prior agreement to the contrary, in case of domestic arbitrations under the Act, any person whose relationship, with the parties or counsel or the subject-matter of the dispute, falls under any of the categories specified in the Seventh Schedule to the Act shall be ineligible to be appointed as an Arbitrator.

PROVIDED that parties may, subsequent to disputes having arisen between them, waive the applicability of sub-regulation (3) by an express agreement in writing.

(4) No party or anyone acting on its behalf shall at any time, have any *ex parte* communication relating to the case with any arbitrator once appointed.

9. **Appointment and Confirmation.-** (1) Unless the parties have agreed otherwise, or unless it appears to the Centre, giving due regard to the proposals by the parties, the complexity of the issues involved, the quantum involved or other relevant

circumstances of the dispute, that the dispute warrants the appointment of three arbitrators, a sole arbitrator shall be appointed.

(2) Subject to the agreement between the parties, the parties may nominate arbitrator from the Panel of Arbitrators or otherwise.

(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 including the arbitrators already appointed, that agreement shall be treated as an agreement to nominate an arbitrator under these Regulations.

(4) The Centre alone shall be empowered to appoint arbitrators including from the Panel of Arbitrators maintained by the Centre. In all cases, the arbitrators nominated by the parties, or by any third person, shall be subject to appointment by the Centre in its discretion.

(5) In appointing an arbitrator under these Regulations, the Centre shall have due regard to the nature of the transaction, the nature and circumstances of the dispute, the nationality, location and languages of the parties and (if more than two) the number of parties. Due consideration will further be given to any qualifications required of the arbitrator by the agreement of the parties, and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator appropriate for the arbitration. The Centre shall also consider whether the arbitrator has sufficient time, availability and ability to conduct the case in a prompt and efficient manner appropriate for the arbitration.

(6) If the parties have agreed on any qualifications required of an arbitrator, the arbitrator shall be deemed to satisfy the stipulated qualifications, unless a party contends that the arbitrator is not so qualified within 14 days from receipt of the nomination of the arbitrator, by that party. In that event, the procedure for challenge and substitution of an arbitrator in Regulation 10 and Regulation 11 shall apply.

(7) The Centre may appoint any nominee whose nomination has already been suggested or proposed by any party. The Centre shall appoint an arbitrator as soon as

practicable. Any decision by the Centre to appoint an arbitrator under these Regulations shall be final and binding on the parties.

(8) The terms of appointment of each arbitrator shall be fixed by the Centre in accordance with these Regulations and Practice Notes for the time being in force, or in accordance with the agreement of the parties including agree terms of reference.

-
- 10. Challenge of Arbitrators.**-(1) Appointment of 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 *de jure* or *de facto* unable to fulfil his functions or is not fulfilling those functions in accordance with the Regulations or within the prescribed time limits.
- (2) A party may challenge the arbitrator nominated by him only for reasons of which he becomes aware after the appointment has been made.
- (3) Subject to Regulation 9(5), a party who intends to challenge the appointment of an arbitrator shall send a notice of challenge within 14 days after the receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances mentioned in sub-regulation (1) becomes known to that party.
- (4) The notice of challenge shall be filed with the Centre and shall be sent simultaneously to the other party, the arbitrator who is being challenged and the other members of the Arbitral Tribunal. The notice of challenge shall be in writing and shall state the reasons for the challenge. The Centre may, in its discretion, order a suspension of the arbitration until the challenge is resolved, but will not be obliged to do so.
- (5) When an arbitrator is challenged by one party, the other party may agree to the challenge within a period of 7 days from the date of receipt of the notice of challenge. The challenged arbitrator may also withdraw voluntarily from his office. In neither case does this imply acceptance of the validity of any of the grounds for the challenge.
- (6) In instances referred to in sub-regulation (5), a substitute arbitrator shall be appointed in accordance with the procedure referred to in Regulation 11..

(7) If the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily, the Centre shall decide the challenge. The Centre may request comments and/or submissions on the challenge to be made by the parties and the arbitrator(s) and set a schedule for such comments and/or submissions to be made.

(8) If the Centre sustains the challenge, a substitute arbitrator shall be appointed in accordance with the procedure as applicable under Regulation 11.

(9) If the Centre rejects the challenge, the arbitrator shall continue with the arbitration.

(10) The Centre may fix the costs of the challenge (which form part of the Centre's administrative fees and expenses under Regulation 28 and may direct by whom and how such costs should be borne. The Centre may call for deposits towards the costs of the challenge pursuant to regulation 29 and may set a time limit for the payment of such deposits upon the expiry of which the challenge shall be considered as withdrawn.

(11) The Centre's decision made under this Regulation shall be final and binding on the parties.

11. Substitution of Arbitrators - (1) An arbitrator shall be substituted upon death, resignation, acceptance by the Centre of a valid challenge, or receipt by the Centre of a written request by all the parties for the removal of the arbitrator.

(2) An arbitrator shall be substituted on the Centre's own initiative, when it decides that the arbitrator is prevented *de jure* or *de facto* from fulfilling the arbitrator's functions, or that the particular arbitrator (in the opinion of the Centre) is not fulfilling those functions in accordance with the regulations or within the prescribed time limits.

(3) When, on the basis of information that has come to its attention, the Centre considers applying sub-regulation (2), it shall decide on the matter after the arbitrator concerned and the parties have had an opportunity to comment on the proposal for substitution in writing within a period of 2 weeks. Such comments shall be communicated to the parties and to the Arbitral Tribunal.

(4) When an arbitrator is to be substituted for any reason, a substitute arbitrator shall be appointed as per the procedure applicable to the appointment of the arbitrator who is being substituted.

(5) Once reconstituted, and after having invited the comments of the parties, the Arbitral Tribunal shall determine, if and to what extent the proceedings that have already taken place, shall be repeated before the reconstituted Arbitral Tribunal.

(6) Notwithstanding sub-regulation (5), if the sole or presiding arbitrator is substituted, any hearings held previously shall be held again, unless otherwise agreed by the parties. If any other arbitrator is substituted in a three-member Arbitral Tribunal such prior hearings may be held again at the discretion of the Arbitral Tribunal after consulting with the parties. If the Arbitral Tribunal has issued an interim or partial award, any hearings related to such award, shall not be held again, and such interim or partial award shall remain in effect.

FAST TRACK ARBITRATIONS

12. Fast Track Arbitrations - (1) Notwithstanding anything contained herein, the parties may, prior to the constitution of the Arbitral Tribunal or within 15 days of the constitution of the Arbitral Tribunal, agree to adopt fast track procedure for resolution of their disputes and refer the request to the Centre.

(2) A fast track arbitration shall follow the procedure set out as follows:

- (i) the case shall be referred to a sole arbitrator to be nominated jointly by the parties, conveyed in the request to the Centre and considered to be appointed by the Centre or appointed by the Centre from its Panel of Arbitrators within 7 days of the date of receipt of the joint request of the parties by the Centre, unless the Arbitral Tribunal already stands constituted or the Centre determines otherwise;
- (ii) the Arbitral Tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties;
- (iii) 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;

- (iv) 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; if the Parties desire an oral hearing, such hearing would be limited to oral submissions within a specified time to be determined by the Arbitral Tribunal;
- (v) the Arbitral Tribunal may adopt such procedure, not inconsistent with this Regulation, as deemed appropriate for expeditious disposal of the case.
- (vi) The award under this regulation shall be made within a period of 6 months from the date the parties have agreed to adopt the Fast Track Procedure.
- (vii) If award is not made within 6 months, the mandate will terminate unless the extension has been granted by the Centre in exceptional circumstances.

EMERGENCY ARBITRATION AND INTERIM RELIEF

12A. **Emergency Arbitration** – (1) In cases of exceptional emergency, a party may apply to the Centre in writing for emergency interim relief prior to the constitution of the Tribunal. The party in such cases of exceptional emergency, make an application to the Centre, with a simultaneous copy thereof to the other parties to the arbitration agreement for such measures.

(2) The party making such an application shall:

- (a) 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;
- (b) pay the relevant application fee for the appointment of the Emergency Arbitrator, and
- (c) file proof of service of such application upon the opposite parties.

(3) The Emergency Arbitrator's fee shall be as prescribed in these Regulations and the party invoking the provision of Emergency Arbitrator shall deposit such fees along with the application.

(4) The Centre shall appoint the Emergency Arbitrator within two days of making of such request (excluding non-business days).

(5) Prior to accepting his appointment, a prospective Emergency Arbitrator must disclose to the Centre any facts or circumstances which may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made

within one business day of the communication by the Centre to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

(6) An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute unless agreed by all the parties.

(7) The Emergency Arbitrator so appointed shall schedule a hearing including the filing of pleadings and documents by the parties within two business days of his appointment. The Emergency Arbitrator shall provide a reasonable opportunity of being heard to all the parties before granting any urgent, interim or conservatory measures and proceed to make an order by giving reasons. The parties shall comply with any order made by the Emergency Arbitrator.

(8) The Emergency Arbitrator shall have the power to order any interim relief that he deems necessary. An order of the Emergency Arbitrator shall be made in writing, with a brief statement of reasons. An order or award of an Emergency Arbitrator shall be enforceable in the manner as provided in the Act.

(9) The Emergency Arbitrator shall ensure that the entire process from the appointment of the Emergency Arbitrator to making the order shall be completed within fifteen (15) days. The said period may only be extended by the Centre in exceptional circumstances or by written agreement of all the parties to the emergency proceedings.

(10) 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 and in accordance with these Regulations unless otherwise agreed to by all the parties.

(11) The order for urgent interim or conservatory measures passed by the Emergency Arbitrator shall not bind the Arbitral Tribunal on the merits of any issue or dispute that the said Arbitral Tribunal may be required to determine.

(12) The order passed by the Emergency Arbitrator shall remain operative for a period of two months from the date of passing of the order unless modified, substituted or vacated by the Arbitral Tribunal. The Arbitral Tribunal will also have the power to extend the order beyond the period of two months.

(13) 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.

12B Interim Relief – (1) Subject to the provisions of the Act, 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 -

- (i) for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
 - (ii) for an interim measure of protection in respect of any of the following matters namely: -
 - (a) the preservation, interim custody or sale of any goods which are the subject matter of the arbitration agreement;
 - (b) securing the amount in dispute in the arbitration;
 - (c) 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;
 - (d) interim injunction or the appointment of a receiver;
 - (e) such other interim measures of protection as may appear to the arbitral tribunal to be just and convenient and the arbitral tribunal shall have the same power for making orders, as the Court has for the purpose of, and in relation to, any proceedings before it.
- (2) Subject to the provisions of the Act, 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.

PLEADINGS

13. Statement of Claim.- (1) Unless already submitted pursuant to regulation 5(3), the Claimant shall within a period of time to be determined by the Arbitral Tribunal or the Centre, as the case may be, at the first procedural meeting held pursuant to regulation 18(2), send to the Respondent and the Arbitral Tribunal a Statement of Claim setting out in full detail:

- (i) a statement of facts supporting the claim;
- (ii) the legal grounds or arguments supporting the claim; and
- (iii) the relief claimed, together with the amount of all quantifiable claims.

- (2) If the Arbitral Tribunal so determines at the first procedural meeting, the Claimant shall also attach the witness statements supporting its claim to its Statement of Claim.
- (3) If the Claimant fails within the time specified to submit its Statement of Claim, 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 counterclaim and wishes the arbitration to continue.
-

- 14. Statements of Defence and Counterclaim.-** (1) Unless already submitted pursuant to regulation 6(2), the Respondent shall within a period of time to be determined by the Arbitral Tribunal at the first procedural meeting held pursuant to regulation 18(2), send to the Claimant and the Arbitral Tribunal a Statement of Defence setting out its full defence to the Statement of Claim, including a statement of facts and contentions of law on which it relies. The Statement of Defence shall also state any counterclaim, which shall comply with the requirements of sub-regulation (1) of regulation 13.
- (2) If the Arbitral Tribunal so determines at the first procedural meeting, the Respondent shall also attach the witness statements supporting its defence and counterclaim (if any) to its Statement of Defence.
- (3) If a counterclaim is made, the Claimant shall within a period of time to be determined by the Arbitral Tribunal at the first procedural meeting held pursuant to regulation 18(2), send to the Respondent a Statement of Defence to the Counterclaim setting out its full defence to the counterclaim, including, without limitation, a statement of facts on which it relies.
- (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 nevertheless proceed with the arbitration.

- 15. Amendments to the Statements of Claim or Defence.-** (1) Subject to the provisions of the Act, with the leave of the Arbitral Tribunal a party may amend, supplement or modify its claim, counterclaim or other pleadings, unless the Arbitral Tribunal considers it inappropriate to allow such amendment having regard to the delay in making the request is prejudicial to the other party, or any other circumstances.

However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.

(2) The Centre, may modify or vary the Arbitral Tribunal's fees and the Centre's fees (where appropriate) if a party is permitted to amend its claim or defence.

16. Further Pleadings.- (1) All statements, documents or other information supplied to the Arbitral Tribunal and the Centre by one party shall simultaneously be supplied to the other party.

(2) The Arbitral Tribunal shall decide whether further pleadings shall be required from the parties or may be presented by them. The Arbitral Tribunal shall fix the periods of time for communicating such pleadings, if any. The Arbitral Tribunal may further limit the length and scope of written pleadings and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.

(3) The Arbitral Tribunal may at any time during the proceedings, if it considers it appropriate, require the parties, in consultation with the Arbitral Tribunal, to prepare an agreed list of issues to be determined by the Arbitral Tribunal.

16A Admission and denial of Documents - (1) Each party shall submit a statement of admissions or denials of all documents disclosed and of which inspection has been completed, within fifteen days of the completion of inspection or any later date as fixed by the Arbitral Tribunal.

(2) The statement of admissions and denials shall set out explicitly, whether such party was admitting or denying:--

- (a) correctness of contents of a document;
- (b) existence of a document;
- (c) execution of a document;
- (d) issuance or receipt of a document;
- (e) custody of a document.

Explanation.-- A statement of admission or denial of the existence of a document made in accordance with sub-rule (2)(b) shall include the admission or denial of the contents of a document.

- (3) Each party shall set out reasons for denying a document under any of the above grounds and bare and unsupported denials shall not be deemed to be denials of a document and proof of such documents may then be dispensed with at the discretion of the Arbitral Tribunal.
 - (4) Any party may however submit bare denials for third party documents of which the party denying does not have any personal knowledge of, and to which the party denying is not a party to in any manner whatsoever.
 - (5) An Affidavit in support of the statement of admissions and denials shall be filed confirming the correctness of the contents of the statement.
 - (6) In the event that the Arbitral Tribunal holds that any party has unduly refused to admit a document under any of the above criteria,- costs (including exemplary costs) for deciding on admissibility of a document may be imposed by the Arbitral Tribunal on such party.
 - (7) The Arbitral Tribunal may pass orders with respect to admitted documents including for waiver of further proof thereon or rejection of any documents.
17. **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, before the Arbitral Tribunal is appointed, the Centre shall determine the objection. If the Centre sustains the objection, the proceedings shall be terminated. Any such determination by the Centre shall be without prejudice to the power of the Arbitral Tribunal to rule on its own jurisdiction.
- (2) The Arbitral Tribunal shall have the power to rule 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 no later than in the Statement of Defence or in a Statement of Defence to the Counterclaim. A failure by a party to raise a jurisdictional objection by then shall be treated as an express waiver of that objection.
18. **Conduct of Proceedings** - (1) The Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate to ensure the avoidance of unnecessary delay

and expense, having regard to the complexity of the issues involved and the amount in dispute.

Provided that such procedures ensure fair and equal treatment of the parties and afford them a reasonable opportunity to present their case.

(2) As soon as practicable after the appointment of all arbitrators, the Arbitral Tribunal shall conduct a preliminary meeting with the parties (in person or by any other means), to discuss the procedures that will be most appropriate and efficient in the case. During or following such meeting, the Arbitral Tribunal shall establish the procedural timetable that it intends to follow for the conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the Centre and the parties.

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

(4) The filing of the statement of claim and statement of defence shall be completed within a 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.

(5) The Arbitral Tribunal may proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Regulations or with the Arbitral Tribunal's orders or directions, or any partial or interim Award or to attend any meetings or hearings, and may impose such sanctions as the Arbitral Tribunal deems appropriate in such circumstances.

(6) In all matters not expressly provided for in these regulations, the Centre and the Arbitral Tribunal shall act in accordance with the spirit and intent of these regulations and shall make every effort to make sure that the Award is made expeditiously and in accordance with the law of the seat and enforceable at law.

19. **Language** - (1) Unless the parties have agreed otherwise, the initial language of the arbitration shall be the language of the arbitration agreement, providing always that

no party shall have cause for complaint if communications to or from the Centre and the arbitration proceedings are conducted in English.

(2) Upon the formation of the Arbitral Tribunal and unless the parties have agreed otherwise, the Arbitral Tribunal shall determine the language(s) to be used in the proceedings, in the absence of each the language of the arbitration proceedings shall be English.

(3) If a document is written in a language other than the language(s) of the arbitration, the Arbitral Tribunal, or if the Arbitral Tribunal has not been established, the Centre, may order that party to submit a translation in a form to be determined by the Arbitral Tribunal or the Centre.

20. **Seat** - (1) The parties may agree on the seat of arbitration. Failing such an agreement, the seat of arbitration shall be determined by the Arbitral Tribunal in consultation with the parties, having regard to all the circumstances of the case.

(2) The Arbitral Tribunal, in consultation with the parties may hold physically or on a neutral online platform, the hearings, meetings and deliberations it considers expedient or appropriate, at any location if it considers convenient or appropriate.

21. **Applicable Law** - (1) The Arbitral Tribunal shall, for deciding the merits of the dispute, apply the law and/or rules agreed upon by the parties. Failing such agreement between the parties, the Arbitral Tribunal shall decide the dispute on merits by applying the law with which the dispute has the closest connection.

(2) In an arbitration other than international commercial arbitration, the Arbitral Tribunal shall decide the dispute submitted to arbitration in accordance with the substantive 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 decide in accordance with the terms of the contract, if any, and shall take into account any trade usages applicable to the transaction to the extent that the Arbitral Tribunal considers it relevant to the arbitration.

22. **Evidence**.- (1) Ordinarily, the burden of proving the facts relied on to support its Claim, Counter-Claim or Defence, shall be on the concerned party.

(2) The Arbitral Tribunal shall, while determining the admissibility, relevance, materiality and weight of any evidence, not be bound to apply any strict rules of evidence including by the Indian Evidence Act, 1872.

(3) Witnesses, including expert witnesses, who are presented by the parties to testify to the Arbitral Tribunal on any issue of fact or expertise, may be an individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the Arbitral Tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.

(4) At any time during the arbitral proceedings, the Arbitral Tribunal may require the parties to produce documents, exhibits or other evidence within such period of time as the Arbitral Tribunal shall determine.

(5) The Arbitral Tribunal shall also have the power to:

- (a) conduct such enquiries as may appear to be necessary or expedient;
- (b) order the parties to make any property or item available for inspection; and
- (c) order any party to produce to the Arbitral Tribunal and to the other parties for inspection and to supply copies of, any document in their possession, custody or control which the Arbitral Tribunal considers relevant to the case and material to its outcome.

23. Hearings.- (1) Unless the parties have agreed otherwise, the Arbitral Tribunal shall if either party so requests or the Arbitral Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral pleadings on the merits of the dispute, including, without limitation, any issue as to jurisdiction.

(2) The Arbitral Tribunal may, in advance of any hearing, submit to the parties a list of questions which it wishes them to answer with special attention.

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

(4) 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 pleadings and evidence before it.

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

(6) The Arbitral Tribunal may at the request of the parties, make appropriate orders binding the parties on the terms of disclosure of documents considered to be sensitive, given the nature of the dispute.

24. Witnesses.- (1) Before any hearing, the Arbitral Tribunal may require any party to give a list of witnesses, including expert witnesses, whom it intends to produce, the subject matter 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. The Arbitral Tribunal shall have the discretion to restrict the time to be allocated for the cross examination of a witness.

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

25. Arbitral Tribunal-Appointed Experts - (1) Unless the parties have agreed otherwise, the Arbitral Tribunal may:

(a) in consultation with the parties, appoint an expert to report on specific issues which shall be set out 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. Upon receipt of such a written report, the Arbitral Tribunal shall supply a copy of the report to the parties and invite the parties to submit written comments on the report.

(3) Unless the parties have agreed otherwise, if the Arbitral Tribunal considers it necessary, any such expert shall after delivery of his written report, participate in a hearing. At the hearing, the parties shall have the opportunity to cross-examine him.

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

ORDERS AND AWARDS

26. Orders of the Arbitral Tribunal.- In addition to the powers specified in these Regulations, and not in derogation of the mandatory rules of law applicable to the arbitration, the Arbitral Tribunal shall have the power to:

- (i) order the preservation, storage, safe or disposal of any property or item which is or forms part of the subject matter of the dispute;
- (ii) issue an award for unpaid deposits towards the costs of the arbitration where a party to the arbitration has paid the non-paying party's share of the deposits on behalf of the non-paying party;
- (iii) direct any party to ensure that any Award which may be made in the arbitral proceedings is not rendered ineffectual by the encumbrance, alienation or dissipation of assets by a party;
- (iv) order any party to provide security for legal or other costs in any manner the Arbitral Tribunal thinks fit;
- (v) order any party to provide security for all or part of any amount in dispute in the arbitration; and
- (vi) decide, where appropriate, any issue not expressly or impliedly raised in the pleadings filed under regulations 13 to regulation 15, provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond.

27. Making of the Award - (1) The Arbitral Tribunal shall, after consulting with the parties, declare the proceedings closed if it is satisfied that the parties have no further relevant and material evidence to produce or pleadings to make. The Arbitral Tribunal may, on its own motion or upon application of a party but before any Award is made, reopen the proceedings.

(2) The Arbitral Tribunal shall submit all draft awards to the Centre within 90 days from the date on which the Arbitral Tribunal declares the proceedings closed unless, in exceptional circumstances, and further to an application by the Arbitral Tribunal or on the Centre's own motion, the Centre extends the time for submission of the draft award. The Centre may, as soon as practicable, suggest modifications as to the form of the draft award and, without affecting the Arbitral Tribunal's liberty of decision,

may also draw its attention to points of substance. The Arbitral Tribunal is at liberty to make such changes as it deems fit to the draft award (if any).

(3) The final Award shall be rendered within 30 days from the date on which the Arbitral Tribunal submits the draft award to the Centre unless, in exceptional circumstances and further to an application by the Arbitral Tribunal and/or the Centre or on its own initiative, the Centre extends the time for rendering the Award.

(4) The Arbitral Tribunal may make separate Awards on different issues at different times.

(5) If any arbitrator fails to cooperate in the making of the Award, having been given a reasonable opportunity to do so, the remaining arbitrators shall be entitled to proceed to make the Award in his absence.

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

(7) An Award shall be made in writing and signed by the Arbitral Tribunal. Unless agreed otherwise by the parties in writing, an Award shall state the reasons upon which it is based, along with the date on which it was made and the seat of arbitration as determined under regulation 20.

(8) An Award may be executed in any number of counterparts, each of which is an original and all of which together evidence the same Award. 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(s). If the majority in number of the members of Arbitral Tribunal sign the Award, the Award shall be final and binding for the purposes of the Regulations, provided that all arbitrators were provided with a reasonable opportunity to sign the Award.

(9) The Award shall be delivered to the Centre, which shall transmit certified copies to the parties upon the full settlement of the costs of arbitration.

(10) Subject to the provisions of Section 31 (7) of the Act, the Arbitral Tribunal may award simple or compound interest on any 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 to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

(11) 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 by the parties consent. A consent award need not contain reasons. If the parties do not require a consent award, the parties shall confirm to the Centre that a settlement has been reached. The Arbitral Tribunal shall be discharged and the arbitration concluded upon payment of any outstanding costs of the arbitration.

(12) 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.

(13) The Centre may, after taking written consent from the parties in dispute, publish any Award with the names of the parties and other identifying information redacted.

FEES AND COSTS

28. Costs of the Arbitration - (1) The Arbitral Tribunal's fees and the Centre's fees shall be fixed by the Centre in accordance with the Schedule of Fees as applicable. In case of domestic arbitrations, the provisions of the Act and the applicable law relating thereto shall be duly considered by the Centre.

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

(3) Notwithstanding regulation 28(1), the Centre may fix the Arbitral Tribunal's fees at a figure lower than that which would result from the application of the Schedule of Fees should this be deemed necessary due to the exceptional circumstances of the case.

(4) The Arbitral Tribunal shall specify in the award, the total amount of the costs of the arbitration. 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.

(5) The term "costs of the arbitration" includes:

- (a) the Arbitral Tribunal's fees and expenses and expenses, where applicable;
- (b) the Centre's administrative fees and expenses; and

(c) the costs of expert advice and of other assistance reasonably required by the Arbitral Tribunal.

(d) legal fees and expenses incurred by the parties.

(6) 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.

(7) In making decisions as to costs, the Arbitral Tribunal may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost effective manner.

29. Deposits for Costs of Arbitration. - (1) The Centre shall fix the amount of deposits for costs of the arbitration. Unless the Centre directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent. The Centre may fix separate advances on costs for claims and counterclaims, respectively.

(2) Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Centre. Such estimate may be based on the nature of the controversy and the circumstances of the case. This may be adjusted in light of such information as may subsequently become available.

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

(4) If a party fails to make the deposits directed, the Centre may, after consulting with the Arbitral Tribunal and the parties, direct the Arbitral Tribunal to suspend work and set a time limit, not exceeding 30 days, on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.

(5) Parties are jointly and severally liable for the costs of the arbitration. Any party is free to pay the whole of the deposits for costs of the arbitration in respect of the claim or the counterclaim, should the other party fail to pay its share. The Arbitral Tribunal or the Centre may suspend its work, in whole or in part, should the advances or deposits directed under this regulation remain either wholly or in part unpaid. On the

application of a party, the Arbitral Tribunal may issue an Award for unpaid deposits towards the costs of the arbitration pursuant to regulation 28(1).

(6) If the arbitration is settled or disposed of without a hearing, the costs of arbitration shall be finally determined by the Centre. The Centre shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or disposed. In the event that the costs of arbitration determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.

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

(8) The Centre shall have a lien on the Arbitral Award for any unpaid costs of the Arbitration including adjournment cost, miscellaneous expenses and the fees of the Arbitrator and the Award will not be notified to the parties unless all such costs have been fully paid to the Centre by the parties or by one of them.

MISCELLANEOUS PROVISIONS

30. Exclusion and Waiver of Liability.- (1) The Centre, including the Chairperson, Members, Chief Executive Officer, Registrar, member of any other committee or chamber of the Centre, other officers, employees or any arbitrator, shall not be liable to any person for any negligence, act or omission in connection with any arbitration governed by these Regulations.

(2) The Centre, including the Chairperson, Members, Chief Executive Officer, Registrar, member of any other committee or chamber of the Centre, other officers, employees or any arbitrator, shall not be under any obligation to make any statement in connection with any arbitration governed by these regulations. No party shall seek to make the Chairman, any Members, officers, employees or any arbitrator act as a witness in any legal proceedings in connection with any arbitration governed by these regulations.

(3) A party who knows or ought reasonably to know of a failure to comply with any provision of, or requirement arising under, these Regulations, or of any other rules/ regulations 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 shall be deemed to have waived its right to object.

(4) Any party acting in contravention of sub-regulation (1) and (3) shall indemnify the Centre, including the Chairperson, Members, Chief Executive Officer, Registrar, member of any other committee or chamber of the Centre, other officers, employees or any arbitrator against all liabilities arising out of or in connection with any such action.

31. **Confidentiality** - (1) The parties and the Arbitral Tribunal shall at all times treat all matters relating to the proceedings and the Award as confidential. The deliberations of the Arbitral Tribunal shall be 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 any competent court of any state to enforce or challenge the Award;
- (b) pursuant to the order of or a *subpoena* issued by a court of competent jurisdiction;
- (c) for the purpose of pursuing or enforcing a legal right or claim;
- (d) in compliance with the provisions of the laws of any state which are binding on the party making the disclosure;
- (e) in compliance with the request or requirement of any regulatory body or other authority; 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.

(4) The Arbitral Tribunal has the power to take appropriate measures, including issuing an order or award for sanctions or costs, if a party breaches the provisions of this regulation.

32. Decisions of the Centre, Committee, Chamber, Chairperson, Chief Executive Officer (CEO), and the Registrar -(1) Subject to regulation 17(1), the decisions of the Centre, Committee, Chamber, Chairperson CEO and the Registrar with respect to all matters relating to an arbitration or the Panel of Arbitrator shall be conclusive and binding upon the parties and the Arbitral Tribunal. The Centre, Committee, Chamber, Chairperson, CEO and the Registrar shall not be required to provide reasons for such decisions.

(2) In all matters not expressly provided for in these regulations, the Centre, Chairperson, CEO and the 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 and the enforceability of any Award.

(3) The Centre may from time to time issue Practice Notes to supplement, regulate and implement these regulations for the purpose of facilitating the administration of arbitrations governed by these regulations.

33. Residuary Provisions - The Centre, may in consultation with the Central Government take appropriate decisions, as it considers necessary in respect of all matters, which are not specifically provided in these regulations.

SCHEDULE OF FEES

This Schedule of Fees shall be effective on notification of the Regulations. This Schedule of Fees may be amended from time to time and any revised Schedule of Fees shall take effect as of the date determined by the Centre. In all cases, the administration fees and the Arbitral Tribunal's fees shall be finally determined by the Centre at the conclusion of the proceedings in accordance with Regulations 28.

CASE FILING FEE (Non-Refundable)

Rs.10,000*

ADMINISTRATION COST IN DOMESTIC ARBITRATIONS

Sl No,	Sum of amount of claim/counter claim (in Rs.)	Total Administrative Expenses (in Rs.)
i)	Upto 20,00,000	10,000
ii)	20,00,001 to 1,00,00,000	25,000
iii)	1,00,000,001 to 5,00,00,000	50,000
iv)	5,00,00,001 and above	75,000

ADMINISTRATION COST IN INTERNATIONAL ARBITRATIONS

The administration costs calculated in accordance with the Schedule below shall apply to all international arbitrations administered by Centre and reflect the total amount payable to Centre.

Fixed Fee	Rs.30,000/- (To be paid alongwith the request for arbitration)
From Rs.10,00,000/- to Rs 50,00,000/-	Rs. 30,000/- + 1% of the claim amount over and above Rs 10,00,000/-
From Rs.50,00,000/- to Rs 1,00,00,000/-	Rs. 70,000/- + 0.5% of the claim amount over and above Rs 50,00,000/-
From Rs.1,00,00,000/- to Rs 10,00,00,000/-	Rs. 95,000/- + 0.25% of the claim amount over and above Rs 1,00,00,000/-
Over Rs. 10,00,00,000/-	Rs. 3,20,000/- + 0.15% of the claim amount over and above Rs 10,00,00,000/-

Note: 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.

The administration fees do not include the following:

- Fees and expenses of the Arbitral Tribunal.

- Usage cost of additional facilities (except hearing rooms and equipment installed therein for and in connection with any hearing) for e.g. transcription and interpretation services etc.
- Out-of-pocket expenses including consumables.

ADMINISTRATION COST IN EMERGENCY ARBITRATION

Fixed Fee	Rs. 5,00,000/-
-----------	----------------

Note: Air fare and cost of stay in hotel of the member(s) of the Arbitral Tribunal are excluded, which are to be equally borne by the parties.

In addition to the foregoing, the parties shall be required to pay a sum of Rs. 5,000/- per day for use of facilities of the Centre on the days the Arbitral Tribunal holds its sittings in cases of International Arbitration and Emergency Arbitration.

ARBITRATOR'S FEES

DOMESTIC ARBITRATIONS

The Arbitral Tribunal's fees calculated in accordance with the Fourth Schedule of the Act, as amended from time to time.

INTERNATIONAL ARBITRATIONS

The Arbitral Tribunal's fees below shall apply to all international arbitrations administered by the Centre and reflect the total amount payable to one arbitrator.

<u>Sum in dispute</u>	<u>Fees</u>
Upto \$ 50,000 or equivalent in Rupees	\$4500
From \$ 50,000 to \$1,00,000 or equivalent in rupees	\$4500 + 6% of the additional amount above \$50,000
From 1,00,000\$ to \$ 5,00,000 or equivalent in Rupees	\$7500 + 3.5% of the additional amount above\$1,00,000
From \$ 5,00,000 to \$ 10,00,000 or equivalent in Rupees	\$21,000 + 2.5% of the additional amount above \$5,00,000
From \$ 10,00,000 to \$ 20,00,000 or equivalent in Rupees	\$33,500 + 1.5% of the additional amount above \$10,00,000
From \$ 20,00,000 to \$ 50,00,000 or equivalent in Rupees	\$48500 + 0.75% of the additional amount above\$20,00,000
From \$ 50,00,000 to \$ 1,00,00,000 or equivalent in Rupees	\$71,000 + 0.35% of the additional amount above \$50,00,000;
From \$ 1,00,00,001 to \$ 5,00,00,000 or equivalent in Rupees	\$88,500 + 0.15% of the additional amount above \$1,00,00,000;
From \$ 5,00,00,001 to \$ 8,00,00,000 or equivalent in Rupees	\$94,500 + 0.075% of the additional amount above \$5,00,00,000;
From \$ 8,00,00,000 to \$ 10,00,00,000 or equivalent in Rupees	\$1,17,000 + 0.03% of the additional amount above \$8,00,00,000;
Over \$ 10,00,00,001 or equivalent in Rupees	\$1,23,000 + 0.02% of the additional amount above \$10,00,00,000

Note: Fee in respect of Claims/Counter Claims either wholly or partially, monetary value whereof cannot be ascertained will be fixed by the Chairperson, having regard to, effective and substantial relief sought, and complexity of the subject matter.

ARBITRATORS' FEES IN EMERGENCY ARBITRATION 15% of the fees payable to the Arbitrator in accordance with the fees structure for International or Domestic arbitration, as the case may be.

NDIAC MODEL CLAUSE

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the NDIAC (Conduct of Arbitration Proceedings) Regulations 2022, which Regulations are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be _____ .

The Arbitral Tribunal shall consist of [one/three] arbitrator(s) and the arbitrator (s) would be nominated by the Centre/parties.

The language of the arbitration shall be _____.

The law governing this arbitration agreement shall be _____.

The law governing the contract shall be _____.

FAST TRACK ARBITRATION MODEL CLAUSE

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Delhi in accordance with the NDIAC (Conduct of Arbitration Proceedings) Regulations 2022, which are deemed to be incorporated by reference in this clause.

The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Fast Track Arbitration procedure set out in Regulation 12 of the NDIAC (Conduct of Arbitration proceedings) Regulations 2022.

The Arbitral Tribunal shall consist of a sole arbitrator.

The seat of the arbitration shall be _____ .

The law governing this arbitration agreement shall be _____ .

The law governing the contract shall be _____ .

The language of the arbitration shall be _____ .

TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY,
PART-III, SECTION 4

NEW DELHI INTERNATIONAL ARBITRATION CENTRE

New Delhi, (dated), 2022

NOTIFICATION

_____.-In exercise of the powers conferred by sub-section (3) of section 28 read with clause (e) of sub-section (2) of section 31 of the New Delhi International Arbitration Centre Act, 2019 the New Delhi International Arbitration Centre hereby makes the following regulations, namely:-

1. Short title and commencement. – (1) These regulations shall be called New Delhi International Arbitration Centre (Criteria for Admission to the Panel of Reputed Arbitrators) Regulations, 2022.

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

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

(a) “Act” means the Arbitration and Conciliation Act, 1996.

(b) “NDIAC Act” means the New Delhi International Arbitration Centre Act, 2019.

(c) “Centre” means the New Delhi International Arbitration Centre established and incorporated under Section 3 of the NDIAC Act.

(d) “Chamber of Arbitration” means Chamber as defined by section 28 of the NDIAC Act.

(e) Panel of Arbitrators” means the panel of arbitrators maintained by the Centre in accordance with regulation 3

(2) All other words and expressions used herein but not defined shall have the same meanings as assigned to them in the Act or the NDIAC Act, as the case may be.

3. Composition of the Chamber of Arbitration.- In terms of section 28 of the NDIAC Act, the Chamber of Arbitration shall consist of experienced arbitration practitioners of repute, at

national and international level, and persons having wide experience in the area of alternative dispute resolution and conciliation.

4. Panel of reputed arbitrators.- (1) In pursuance of section 28 of the NDIAC Act, the Centre shall maintain a panel of arbitrators from amongst persons who are suitable and willing to serve as arbitrators provided that their suitability for inclusion in the panel shall be determined by the Chamber of Arbitration.

(2) The Chamber of Arbitration, may at any time add new names to the panel of arbitrators or exclude the names of any person from the Panel of Arbitrators as deemed fit.

5. Application for empanelment. - (1) An application for empanelment as an arbitrator may be submitted as per the form specified in the Schedule, in the office of Registrar of the Centre, who shall be the Member Secretary of the Chamber of Arbitration, as per the NDIAC Act.

(2) An application for empanelment under sub-regulation (1) shall be accompanied by a fee of Rs. 10, 000/- or such fee as may be revised by notice issued by the Centre.

(3) An application for empanelment shall be put up by the Registrar before the Chamber of Arbitration for scrutiny and decision on the application.

(4) Upon scrutiny of the application and in case required, the Chamber of Arbitration may call the applicant for a personal interaction with the members of the Chamber of Arbitration.

6. Criteria for empanelment of arbitrator.- (1) The Chamber of Arbitration shall empanel the Arbitrators on the basis of following criteria:

- i. The educational qualifications and experience of the applicant should preferably be relevant to the applicant's field of expertise.
- ii. The applicant should preferably have a minimum experience of having been appointed as an arbitrator in at least five cases and published five arbitral awards during the last five years.
- iii. The applicant should furnish a signed statement that he has not been found guilty by a Court in any criminal offence or misconduct subsequent to disciplinary proceedings.

Explanation- For the removal of doubts, it is clarified that the Awards published by the applicant would also include those in which the applicant is a member of the tribunal.

Provided that the Chamber of Arbitration, if it so desires, may empanel eminent persons having specialized knowledge and substantial relevant experience in arbitration, who do not otherwise meet the aforesaid requirements.

(2) The decision of Chamber of Arbitration and the Centre for inclusion of the name of a person, or otherwise, on the Panel of arbitrators shall be final.

7. Period of empanelment.- The empanelment of arbitrator shall be for a period of five years.

8. Application for re-empanelment.- (1) After the completion of period of five years, the arbitrator so empaneled shall make a fresh application for re-empanelment along with the requisite fee.

(2) The Chamber of Arbitration, may, while considering the application for re-empanelment, take into account the performance of the arbitrator, including, available feedback from parties and the Centre in relation to the matters where the applicant has presided over as an Arbitral Tribunal, by the applicant.

(3) The final decision on the arbitrator's re-empanelment will be taken by the Chamber of Arbitration, which reserves the right, in its absolute discretion, to admit or reject such application.

9. Removal of arbitrator from the Panel of Arbitrators. - The Chamber of Arbitration, after giving an opportunity of a written response to any arbitrator, reserves the right to remove any arbitrator from its panel during the term of empanelment, if it deems appropriate to do so, without assigning any reason.

Schedule
CURRICULUM VITAE

(For use of New Delhi International Arbitration Centre and communication to the parties. To be
completed in English.)

Personal Information	
First name	
Last name	
Date of Birth	
Residential address	
Telephone number	
Office number	
Email id	
Business address (where applicable, mention company or firm name)	
Website, if any	
Address you wish to be used for correspondence(s)	
Professional Information	
Academic qualifications	
Current occupation, professional activity(ies) and position(s)	
In case of a professional, enrolment number, date of enrolment as a	

professional and the details of authority/regulator where enrolled	
Areas of expertise for becoming an arbitrator and conducting arbitration.	
Length of professional experience in the field of arbitration	
Net professional income of the last two preceding years as per Income Tax Returns	
In case of a retired government servant, mention whether penal consequences were levied pursuant to departmental proceedings along with details of penalty or whether any disciplinary proceedings are pending. If so, details thereof.	
In case you are a professional, whether any disciplinary proceedings were initiated and decided or are pending against you with the regulator	

of/authority relating to the profession. If so, details thereof including the details of the professional regulator/authority.	
In case the applicant is presently employed as member of any Tribunal / Authority/ quasi-judicial body in Government or in autonomous body, provide name of the Tribunal / Authority/body with designation along with tenure and no objection from the Tribunal / Authority/body to the applicant for being appointed as arbitrator.	
Whether applicant is empanelled as an arbitrator with any other institution. If so, provide name/s of the institution/s with the date of empanelment.	
Number of cases conducted by the applicant as an arbitrator in adhoc arbitrations.	
Number of cases	

conducted by the applicant as a member of arbitral tribunal under the aegis of an arbitral institution.	
Number of cases conducted by the applicant before Courts in arbitration matters (only in case of advocates).	
Particulars of academic achievements/publications and articles in the area of arbitration along with the name of journal/book/publication.	
Specify experience in other alternative dispute resolution mechanisms such as mediation / conciliation	
Any other information which the applicant may like to furnish	

Date: _____

Place _____

Signature: _____

Checklist of documents to be submitted along with the application	
1	In case the applicant is a professional, certificate of enrolment.
2	Certificate of experience issued by the concerned Professional Institution or Authority.
3	In case the applicant is a retired government employee, a vigilance clearance certificate from the concerned department.
4	Income tax returns of the preceding two years.
5	List of cases conducted by the applicant as an arbitrator / member of an arbitral tribunal
6	Details of arbitral awards published by the applicant as an arbitrator / member of an arbitral tribunal
7	List of arbitration matters where applicant has represented before arbitral tribunals.
8	List of arbitration matters conducted by the applicant before Courts.
9	Copies of judgments in arbitration matters conducted by the applicant before Courts
10	Details of academic achievements/publications/articles relating to arbitration

NEW DELHI INTERNATIONAL ARBITRATION CENTRE

NOTIFICATION

New Delhi, the 2022

____(E). - In exercise of the powers conferred by section 31 read with sub-section (2) of section 21 of the New Delhi International Arbitration Centre Act, 2019 (17 of 2019), the New Delhi International Centre hereby makes the following Regulations, namely:-

1. **Short title and commencement.** - (1) These regulations may be called the New Delhi International Arbitration Centre (Qualifications, Appointment, and other Terms and Conditions of the Service of the Chief Executive Officer) Regulations, 2022.

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

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

(a) "Act" means New Delhi International Arbitration Centre Act, 2019 (17 of 2019); and

(b) "Chief Executive Officer" means the Chief Executive Officer appointed under section 21 of the Act.

(2) All other words and expressions used herein but not defined shall have the same meaning respectively assigned to them in the Act.

3. **Appointing authority.** - The Chairperson or in absence thereof Secretary, Department of Legal Affairs being ex-officio Member shall be the appointing authority of the Chief Executive Officer.

4. **Salary and allowances.**- The Chief Executive Officer shall be paid a salary in level 15 (Rs.182200-224100/-) in the pay matrix and other allowances and benefits, as are admissible to the Central Government officer holding the post carrying the same pay.

5. **Method of recruitment.** - The appointment of the Chief Executive Officer shall be made on deputation (including short-term contract) in accordance with the orders and instructions of the Central Government issued from time to time for appointment of Chief Executive Officers in autonomous bodies.

6. **Eligibility criteria.** - Officers of the Central Government or State Government or Courts or Tribunals or Autonomous bodies or recognised Universities, who are not less than 45 years of age and, -

(a) (i) holding analogous post on regular basis; or

(ii) holding a post of Joint Secretary to the Government of India or equivalent for a minimum period of two years and having experience of working in areas of administration or legal work; or

(iii) holding a post of Judicial officer with at-least five years of experience as Additional District Judge; and

(b) possessing degree in Management or Economics or Public Administration or any other discipline or a Bachelor's degree in Law from a recognised University or Institution,

shall be eligible for appointment to the post of the Chief Executive Officer on deputation.

7. Term of appointment. - (1) The term of appointment of the Chief Executive Officer shall ordinarily not exceed three years.

(2) The term of the Chief Executive Officer may be extended with the approval of the Central Government in accordance with the orders and instructions of the Central Government issued from time to time in this behalf.

(3) The maximum age limit for appointment on deputation shall be not exceeding fifty-six years as on the closing date of the receipt of applications.

8. Absorption. - Notwithstanding anything in these regulations, the persons appointed as Chief Executive Officer, shall not be eligible to be considered for absorption.

9. Disciplinary proceedings. - The disciplinary proceedings against the Chief Executive Officer shall be as per rules and regulations applicable to officers and employees belonging to Group A of the corresponding scales of pay of the Central Government.

10. Accommodation. - The Chief Executive Officer shall be entitled to a house rent allowance at the same rate, as are admissible to officers of Group A of the Central Government holding the post in corresponding scale of pay, stationed at those places.

11. Conditions of service. - The conditions of service of the Chief Executive Officer in the matters of pay, allowances, leave, provident fund, age of superannuation, pension and retirement benefits, medical facilities and other conditions of service, shall be regulated in accordance with such rules and regulations as are for the time being applicable to officers and employees belonging to Group A in corresponding scales of pay in the Central Government.

12. Disqualification. - No person, -

(a) who has entered into or contracted a marriage with a person having a spouse living; or

(b) who, having a spouse living, has entered into or contracted a marriage with any person,

shall be eligible for appointment to any of the said post:

Provided that the Central Government may, if satisfied that such marriage is permissible under personal law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person from the operation of the aforesaid conditions.

13. Power to relax. -Where the Central Government is of the opinion that it is necessary or expedient so to do, it may, by order and for reasons to be recorded in writing, relax any of the provisions of these regulations with respect to any class or category of persons.

14. Saving. - Nothing in these regulations shall affect reservation, relaxation of age-limit and other concessions required to be provided for persons belonging to the Scheduled Castes, the Scheduled Tribes, the Other Backward Classes, the ex-Servicemen and other special categories of persons in accordance with the orders issued by the Central Government from time to time in this regard.

15. Residuary provisions. - Matters with respect to which no express provision has been made under these regulations shall be referred by the Centre to the Central Government for its decision.
