

***The ICADR  
Arbitration Rules, 1996***

***(including Provisions for  
Fast Track Arbitration)***



***The International Centre for  
Alternative Dispute Resolution***

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# **The International Centre for Alternative Dispute Resolution**

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Resolution adopted by the Chief Ministers of States  
and the Chief Justices of High Courts in a  
Conference held in New Delhi on  
4<sup>th</sup> December, 1993 under the Chairmanship  
of the then Prime Minister of India  
and presided over by the  
Chief Justice of India

*“The Chief Ministers and Chief Justices were  
of the opinion that Courts were not in a  
position to bear the entire burden of justice  
system and that a number of disputes lent  
themselves to resolution by alternative modes  
such as arbitration, mediation and negotiation.  
They emphasized the desirability of disputants  
taking advantage of alternative dispute  
resolution which provided procedural  
flexibility, saved valuable time and money and  
avoided the stress of a conventional trial”.*

# The ICADR Arbitration Rules, 1996

## PRELIMINARY

**1. Short title and scope.**— (1) The rules may be called the ICADR Arbitration Rules, 1996.

(2) These rules shall apply where the parties have agreed in writing, that—

- (a) a dispute which has arisen, or
- (b) a dispute which may arise,

between them in respect of a defined legal relationship, whether contractual or not, shall be settled under the ICADR Arbitration Rules, 1996.

**2. Definitions.**— In these rules, unless the context otherwise requires,—

- (a) "arbitral award" includes an interim award;
- (b) "arbitral tribunal" means a sole arbitrator or a panel of arbitrators;
- <sup>1</sup>[(bb) "Arbitration Act" means the Arbitration and Conciliation Act, 1996;]
- (c) "Arbitration Rules" or "rules" means the ICADR Arbitration Rules, 1996;
- (d) "arbitrator" means a person appointed as arbitrator and includes a presiding arbitrator;
- (e) "Chairperson" means the Chairperson of the ICADR;
- (f) "fast track arbitration" means arbitration in accordance with rule 38;
- (g) "Governing Council" means the Governing Council of the ICADR;
- (h) "ICADR" means the International Centre for Alternative Dispute Resolution, New Delhi or, as the case may be, any of its Regional Offices;

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<sup>1</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

- (i) "international commercial arbitration" means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is-
- (1) an individual which is a national of, or habitually resident in, any country other than India; or
  - (2) a body corporate which is incorporated in any country other than India; or
  - (3) <sup>1</sup>[\*\*\*]an association or a body of individuals whose central management and control is exercised in any country other than India; or
  - (4) the Government of a foreign country;
- (j) "panel of arbitrators" means the panel of persons approved by the Governing Council to act as arbitrators;
- (k) "party" means a party to an arbitration agreement;
- (l) "Schedule" means a Schedule to these rules;
- (m) "Secretary-General" means the Secretary-General of the ICADR.

## PART I ARBITRATION PROCEEDINGS IN THE ICADR

**3. Notice of request for arbitration.**— (1) The claimant initiating the arbitration shall give a notice of request for arbitration to the respondent and to the ICADR.

(2) The arbitral proceedings commence on the date on which the notice of request for arbitration is received by the respondent.

(3) A notice of request for arbitration shall include the following:-

- (a) a request that the dispute be referred to arbitration;
- (b) the names and addresses of the parties to the dispute;
- (c) a reference to the contract out of or in relation to which the dispute has arisen;
- (d) a reference to the arbitration clause or arbitration agreement relied upon;

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<sup>1</sup> The words "a company or" omitted after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

- (e) the general nature of the claim and where the claim is or can be quantified in terms of money, the amount of the claim;
- (f) the relief or remedy sought;
- (g) the preferred number of arbitrators, if not already agreed upon.

**4. Number of arbitrators.**— (1) Unless otherwise agreed by the parties, the arbitral tribunal shall consist of a sole arbitrator.

(2) Where the arbitration agreement provides for an even number of arbitrators, the ICADR will appoint an additional arbitrator who shall be the presiding arbitrator.

**5. Appointment of arbitrators.**— (1) Unless otherwise agreed by the parties, a person of any nationality may be an arbitrator.

(2) Where the arbitration agreement provides that each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the presiding arbitrator, and-

- (a) a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party;  
or
- (b) the appointed arbitrators fail to agree on the presiding arbitrator within thirty days from the date of their appointment,

the appointment shall be made, upon request of a party, by the ICADR.

(3) In an arbitration with a sole arbitrator, if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree, the appointment shall be made, upon request of a party, by the ICADR.

(4) A decision by the ICADR on a matter entrusted to it by sub-rule (2) or sub rule (3) will be final and binding on the parties.

<sup>1</sup>[(5) Upon receipt of a request under sub-clause (a) of sub-rule (2) or sub-rule (3), the ICADR will follow the procedure specified in Rule 35 and -

- (a) make the appointment as promptly as possible,
- (b) have regard to -

<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

- (i) any qualifications required of the arbitrator by the agreement of the parties;
- (ii) such considerations as are likely to secure the appointment of an independent and impartial arbitrator; and
- (iii) in the case of appointment of a sole or presiding arbitrator in an international commercial arbitration, the advisability of appointing a person of a nationality other than the nationalities of the parties];

(6) A substitute arbitrator will be appointed in the same manner in which his predecessor had been appointed.

(7) <sup>1</sup>[The ICADR, before appointing a person as arbitrator or the presiding arbitrator, will obtain a declaration in writing, in the Form specified in Schedule III, from such person that-

- (i) no circumstances exist in terms of sub-section (1) section 12 of the Arbitration Act read with Fifth Schedule thereof that give rise to justifiable doubts as to his independence or impartiality,
- (ii) he does not have any relationship with any of the parties to the dispute or their counsel or the subject matter of the dispute as specified in the Seventh Schedule of the Arbitration Act, and
- (iii) where any qualifications are required of an arbitrator by the agreement of the parties, he possesses those qualifications.]

**6. Description of proposed arbitrators.**— Where a party appoints an arbitrator, his full name, address and nationality and a description of his qualifications shall be given to the other party, or, where the appointment is made by the ICADR, it shall give such information to both parties.

**7. Disclosure of grounds of challenge.**— An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall, without delay, disclose in writing to the parties and the ICADR any circumstances referred to in sub-rule (1) of rule 8 unless they have already been disclosed.

<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

**8. Grounds of challenge.**— <sup>1</sup>[(1) A party may challenge the appointment of an arbitrator or the presiding arbitrator only if-

- (a) circumstances exist in terms of sub-section (1) of section 12 of the Arbitration Act, read with Fifth Schedule thereof that give rise to justifiable doubts as to his independence or impartiality, or
- (b) he has any relationship with any of the parties to the dispute or their counsel or the subject matter of the dispute as specified in the Seventh Schedule of the Arbitration Act, or
- (c) he does not possess the qualifications agreed to by the parties].

(2) A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

**9. Challenge procedure.**— (1) A party who intends to challenge an arbitrator shall, within fifteen days after becoming aware of the constitution of the arbitral tribunal or of any ground referred to in sub-rule (1) of rule 8, send a written statement of the reasons for the challenge to the arbitral tribunal and to the ICADR.

(2) Unless the arbitrator challenged under sub-rule (1) withdraws from his office, or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.

(3) If challenge under sub-rule (2) is not successful, the arbitral tribunal shall continue the arbitral proceedings and make an arbitral award.

**10. Failure or impossibility to act.**— (1) the mandate of an arbitrator shall terminate if-

- (a) he becomes *de jure* or *de facto* unable to perform his functions or for other reasons fails to act without undue delay; and
- (b) he withdraws from his office or the parties agree to the termination of his mandate.

(2) If, under this rule or sub-rule (2) of rule 9, an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, it shall not imply acceptance of the validity of any ground referred to in this rule or sub-rule (1) of rule 8.

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<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016

**11. Termination of mandate and substitution of arbitrator.— (1)**

In addition to the circumstances referred to in rule 9 or rule 10, the mandate of an arbitrator shall terminate-

- (a) where he withdraws from office for any reason; or
- (b) by or pursuant to agreement of the parties.

(2) Where the mandate of an arbitrator terminates, a substitute arbitrator shall be appointed in the same manner in which his predecessor had been appointed.

(3) Where an arbitrator is replaced under sub-rule (2), any hearings previously held may be repeated at the discretion of the arbitral tribunal.

(4) An order or ruling of the arbitral tribunal made prior to the replacement of an arbitrator shall not be invalid solely because there has been a change in the composition of the arbitral tribunal.

**12. Competence of arbitral tribunal to rule on its jurisdiction.—**

(1) The arbitral tribunal may rule on its own jurisdiction, including ruling on any objections with respect to the existence or validity of the arbitration agreement, and for that purpose,—

- (a) an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract; and
- (b) a decision by the arbitral tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration clause.

(2) A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than the submission of the statement of defence; however, a party shall not be precluded from raising such plea merely because he has appointed, or participated in the appointment of, an arbitrator.

(3) A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings.

(4) The arbitral tribunal may, in either of the cases referred to in sub-rule (2) or sub-rule (3), admit a later plea if it considers the delay justified.

(5) The arbitral tribunal shall decide on the plea referred to in sub-rule (2) or sub-rule (3) and, where the arbitral tribunal takes a decision

rejecting the plea, continue with the arbitral proceedings and make an arbitral award.

<sup>1</sup>**[13. Interim measures ordered by arbitral tribunal.—** (1) The arbitral tribunal may, on an application made by a party to the dispute, make an order granting any interim measure of protection listed in sub-section (1) of section 17 of the Arbitration Act.

(2) 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.

(3) An order made by the arbitral tribunal under this rule shall be enforceable under the Code of Civil Procedure, 1908 (5 of 1908) in the same manner as if it were an order of the Court].

**14. Representation and assistance.—** Each party shall advise, in writing, the other party, the ICADR and the arbitral tribunal of -

(a) the names and addresses of persons who will represent or assist him, and

(b) the capacity in which those persons will act.

**15. Equal treatment of parties.—** The parties shall be treated with equality and each party shall be given due opportunity to present his case.

**16. Determination of rules of procedure.—** (1) Subject to these rules, the arbitral tribunal may conduct its proceedings in the manner it considers appropriate.

(2) The power of the arbitral tribunal under sub-rule (1) includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

**17. Place of arbitration.—** <sup>1</sup>[(1) The place of arbitration shall be New Delhi or such other place where any of the Regional Offices of ICADR is situated as the parties may agree :

Provided that failing any agreement between the parties, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including convenience of the parties].

(2) The arbitral tribunal may, after consulting the ICADR, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property.

<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

**18. Language.**—(1) Where the arbitration agreement does not provide for the language to be used in the arbitral proceedings, the arbitral tribunal shall determine the language or languages to be used in the arbitral proceedings.

(2) The agreement or determination, unless otherwise specified, shall apply to any written statement by a party, any hearing and any arbitral award, decision or other communication by the arbitral tribunal.

(3) The arbitral tribunal may order that any documentary evidence shall be accompanied by a translation into the language agreed upon by the parties or determined by the arbitral tribunal.

**19. Statements of claim and defence.**— (1) Within thirty days of the constitution of the arbitral tribunal, the claimant shall send to the arbitral tribunal and the respondent a statement of the facts supporting his claim, the points at issue and the relief or remedy sought, and the respondent shall, within thirty days after receipt of statement of claim, send to the arbitral tribunal and the claimant -

(a) his statement of defence in respect of these particulars;

<sup>1</sup>[(b) a statement of facts supporting his counter claim or a plea for set-off, if any, the points at issue and the relief or remedy sought];

(2) Within fifteen days of the receipt of statement of defence of the respondent and of the statement referred to in clause (b) of sub-rule (1), the claimant shall send to the arbitral tribunal and the respondent his rejoinder to the said statement of defence and his statement of defence to the counter claim <sup>2</sup>[or plea for set-off ].

(3) Within fifteen days of the receipt of statement of defence to the counter claim, the respondent shall send to the arbitral tribunal and the claimant his rejoinder to the said statement.

(4) The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.

(5) Either party may amend or supplement his claim or defence during the course of the arbitral proceedings, unless the arbitral tribunal considers it inappropriate to allow the amendment or supplement having regard to the delay in making it.

**20. Hearings and written proceedings.**—(1) The arbitral tribunal may hold a pre-hearing proceeding-

<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

<sup>2</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

- (a) to discuss with the parties the procedure to be followed in the arbitration,
- (b) to fix or determine any periods of time referred to in these rules,
- (c) to discuss hearing dates, and
- (d) to determine any other matter required or permitted under these rules to help to ensure the efficient progress of the arbitral proceedings.

(2) The arbitral tribunal will decide whether to hold oral hearing for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials:

Provided that the arbitral tribunal will hold oral hearing, at an appropriate stage of the proceedings, on a request by a party, unless the parties have agreed that no oral hearing shall be held.

<sup>1</sup>[Provided further that the arbitral tribunal shall, as far as possible, hold oral hearings for the presentation of evidence or for oral argument on day-to-day basis, and not grant any adjournments unless sufficient cause is made out, and may impose costs including exemplary costs on the party seeking adjournment without any sufficient cause].

(3) The parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purposes of inspection of documents, goods or other property.

(4) All statements, documents or other information supplied to, or applications made to the arbitral tribunal by one party, shall be communicated to the other party, and any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be communicated to the parties.

(5) If a party intends to give evidence through a witness, he shall, within the time determined by the arbitral tribunal, communicate to the tribunal and to the other party-

- (a) the names and addresses of the witnesses he intends to present, and
- (b) the subject upon which, and the language in which, those witnesses will give their testimony.

(6) The arbitral tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if-

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<sup>1</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

- (a) either is deemed necessary by the tribunal under the circumstances of the case, or
- (b) the parties have agreed to it and have communicated such agreement to the tribunal at least thirty days before the hearing.

**21. Default of a party.**— Where, without showing sufficient cause,-

- (a) the claimant fails to communicate his statement of claim in accordance with sub-rule (1) of rule 19, the arbitral tribunal shall terminate the proceedings;
- (b) the respondent fails to communicate his statement of defence or the claimant fails to communicate his defence to the counter-claim in accordance with rule 19, the arbitral tribunal shall continue the proceedings without treating that failure in itself as an admission of the allegations made in the statement of claim or of counter-claim as the case may be <sup>1</sup>[and shall have the discretion to treat the right of the respondent or, as the case may be, of the claimant to file such statement of defence or counter-claim as having been forfeited].
- (c) a party fails to appear at an oral hearing or to produce witness or documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.

**22. Appointment of expert by arbitral tribunal.**— (1) The arbitral tribunal may-

- (a) appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal, and
- (b) require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.

(2) If a party so requests or if the arbitral tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in an oral hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.

(3) The expert shall, on the request of a party, make available to that party for examination all documents, goods or other property in the

<sup>1</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

possession of the expert with which he was provided in order to prepare his report.

**23. Rules applicable to substance of dispute.**— (1) Where the place of arbitration is situate in India,-

- (a) in an arbitration other than an 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;
- (b) in an international commercial arbitration,-
  - (i) the arbitral tribunal shall decide the dispute in accordance with the rules of law designated by the parties as applicable to the substance of the dispute;
  - (ii) any designation by the parties of the law or legal system of a given country shall be construed, unless otherwise expressed, as directly referring to the substantive law of that country and not to its conflict of laws rules;
  - (iii) failing any designation of the law under clause (a) by the parties, the arbitral tribunal shall apply the rules of law it considers to be appropriate given all the circumstances surrounding the dispute.

(2) The arbitral tribunal will decide *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so.

<sup>1</sup>[(3) The arbitral tribunal shall, in all cases, while deciding and making an award, take into account the terms of the contract and trade usages applicable to the transaction].

**24. Decision making by arbitral tribunal.**—(1) In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made by a majority of all its members.

(2) Notwithstanding sub-rule (1), if authorised by the parties or all the members of the arbitral tribunal, questions of procedure may be decided by the presiding arbitrator.

<sup>2</sup>[**24A. Time Limit for arbitral award.**—(1) The arbitral award shall be made within a period of twelve months from the date the arbitral tribunal enters upon the reference.

*Explanation.*- For the purposes of this rule, an arbitral tribunal shall be deemed to have entered upon the reference on the date on which the

<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

<sup>2</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

arbitrator or all the arbitrators, as the case may be, have received notice, in writing, of their appointment.

(2) If the award is made within a period of six months from the date the arbitral tribunal enters upon the reference, the arbitral tribunal shall be entitled to receive such amount of additional fees as the parties may agree.

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

(4) If the award is not made within the period specified in sub-rule (1) or the extended period specified under sub-rule (3), the mandate of the arbitrator(s) shall terminate unless the Court has, either prior to or after the expiry of the period so specified, extended the period under sub-section (4) of section 29A of the Arbitration Act :

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

(5) The extension of period referred to in the aforesaid sub-section (4) of section 29A may be on the application of any of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the Court.

(6) While extending the period referred to in the aforesaid sub-section (4) of section 29A, it shall be open to the Court to substitute one or all of the arbitrators and if one or all of the arbitrators are substituted, the arbitral proceedings shall continue from the stage already reached and on the basis of the evidence and material already on record, and the arbitrator(s) appointed under the said section 29A shall be deemed to have received the said evidence and material.

(7) In the event of arbitrator(s) being appointed under the said section 29A, the arbitral tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed arbitral tribunal.

(8) It shall be open to the Court to impose actual or exemplary costs upon any of the parties under the said section 29A.

(9) The provisions of sub-section (9) of section 29A of the Arbitration Act shall apply to an application filed under sub-rule (5).]

**25. Settlement.—** (1) If, during arbitral proceedings, the parties

settle the dispute, <sup>1</sup>[in terms of section 30 of the Arbitration Act] the arbitral tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.

(2) An arbitral award on agreed terms shall be made in accordance with rule 26 and shall state that it is an arbitral award.

(3) An arbitral award on agreed terms shall have the same status and effect as any other arbitral award.

**26. Form and contents of arbitral award.**— (1) An arbitral award shall be made in writing and shall be signed by the members of the arbitral tribunal.

(2) For the purposes of sub-rule (1), in arbitral proceedings with more than one arbitrator, the signatures of the majority of all the members of the arbitral tribunal shall be sufficient so long as the reason for any omitted signature is stated.

(3) The arbitral award shall state the reasons upon which it is based, unless -

- (a) the parties have agreed that no reasons are to be given, or
- (b) the award is an arbitral award on agreed terms under rule 25.

(4) The arbitral award shall state its date and the place of arbitration referred to in rule 17 and the award shall be deemed to have been made at that place.

(5) After the arbitral award is made, a signed copy thereof shall be delivered to each party.

(6) The arbitral tribunal shall deposit the original award, together with record of the arbitration proceedings, with the ICADR authorising it to cause the award to be filed in the court of competent jurisdiction when required.

(7) Where so requested by a party, the arbitral tribunal may, at any time during the arbitral proceedings, make an interim arbitral award on any matter with respect to which it may make a final arbitral award.

**27. Interest on sums awarded.**— (1) Where and in so far as an arbitral award is for the payment of money, the arbitral tribunal may include in the sum for which the award is made interest, at such rate as

<sup>1</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made.

<sup>1</sup>[(2) A sum directed to be paid by an arbitral award shall, unless the award otherwise directs, carry interest at the rate of two percent higher than the current rate of interest prevalent on the date of award, from the date of award to the date of payment.

*Explanation.*- The expression "current rate of interest" shall have the same meaning as assigned to it under clause (b) of section 2 of the Interest Act, 1978 (14 of 1978)]

**28. Costs.**— (a) The costs of arbitration shall be fixed by the arbitral tribunal.

(b) The fees and charges to be included in the costs shall be as specified in Schedule-I.

(c) The arbitral tribunal shall determine which party shall bear the costs taking into account <sup>2</sup>[the provisions of sub-sections (2) to (5) of section 31A of the Arbitration Act] the circumstances of the case and may apportion the costs between the parties if it is reasonable to do so.

<sup>2</sup>["(cc) the arbitral tribunal may also determine whether costs are payable by one party to another party as provided in section 31A(1)(a) of the Arbitration Act];

*Explanation.*- For the purpose of clause (a), "costs" <sup>1</sup>[means reasonable costs] relating to -

- (i) the fees and expenses of the arbitrators and witnesses,
- (ii) legal fees and expenses,
- (iii) the administrative fees and charges of the ICADR, and
- (iv) any other expenses incurred in connection with the arbitral proceedings and the arbitral award.

**29. Termination of proceedings.**— (1) The arbitral proceedings shall stand terminated on making of the final arbitral award or by an order of the arbitral tribunal under sub-rule (2).

(2) The arbitral tribunal shall make an order for the termination of the arbitral proceedings where-

<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016

<sup>2</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

- (a) the claimant withdraws his claim, unless the respondent objects to the order and the arbitral tribunal recognises a legitimate interest on his part in obtaining a final adjudication of the dispute,
- (b) the parties agree on the termination of the proceedings, or
- (c) the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

(3) The arbitral tribunal shall send a copy of the order made under sub-rule (2) to each party.

(4) Upon termination of the arbitral proceedings, the arbitral tribunal shall send the file of the case containing the record of the arbitral proceedings and the arbitral award or the order made under sub-rule (2) to the ICADR.

(5) Subject to rule 30 and any order of court of competent jurisdiction in proceedings before it in respect of the award, the mandate of the arbitral tribunal shall terminate with the termination of the arbitral proceedings.

### **30. 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 considers the request made under sub-rule (1) to be justified it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the arbitral award.

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

(4) A party, with notice to the other party, may request, within thirty days from the receipt of the arbitral award, the arbitral tribunal to

make an additional arbitral award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

(5) If the arbitral tribunal considers the request made under sub-rule (4) to be justified, it shall make the additional arbitral award within sixty days from the receipt of such request.

(6) The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional arbitral award under sub-rule (2) or sub-rule (5).

(7) Rule 26 shall apply to a correction or interpretation of the arbitral award or to an additional arbitral award made under this rule.

**31. Deposits.**— (1) The arbitral tribunal will, upon its constitution, in consultation with the ICADR, direct each party to deposit with the ICADR an equal amount as an advance for the costs referred to in rule 28, which it expects will be incurred:

Provided that where, apart from the claim, a counter-claim has been submitted to the arbitral tribunal, it may fix separate amount of deposit for the claim and counter-claim.

(2) During the arbitration proceedings, the arbitral tribunal may, in consultation with the ICADR, direct supplementary deposits with the ICADR in an equal amount from each party for the costs referred to in sub-rule (1).

(3) If the required deposits under sub-rules (1) and (2) are not made in full in respect of the claim or counter-claim within thirty days, the arbitral tribunal will inform the parties in order that one or the other party may make the required deposit and if the required deposit is not made, the arbitral tribunal may suspend the proceedings or may make a written declaration of termination of the proceedings to the parties, effective on the date of that declaration as regards the claim or counter-claim for which the deposit is not made.

(4) The ICADR shall hold any deposits required under this rule.

(5) The ICADR may, from time to time, pay to the arbitral tribunal from any deposit it holds under this rule any amount it considers reasonable and appropriate for fees earned or expenses incurred by the tribunal in the arbitral proceedings.

(6) Upon termination of the arbitral proceedings, the ICADR shall, in accordance with the final award, apply any deposits it holds to the

costs of the proceedings, render an accounting to the parties of the deposits received and applied and return any unexpended balance to the parties.

**32. Administrative assistance.**— The ICADR will arrange the administrative services specified in Part II if-

- (a) the parties designate the ICADR for arranging such services, in the arbitration agreement;
- (b) the parties, or the arbitral tribunal with the consent of the parties, request the ICADR to arrange such services.

## PART II SERVICES FOR PROCEDURES UNDER THE ARBITRATION RULES

**33. Services for procedures under the rules.**— To facilitate the conduct of arbitral proceedings that the parties have agreed to conduct under the Arbitration Rules, the ICADR will-

- (a) perform the functions of the appointing authority whenever-
  - (i) the ICADR has been so designated by the parties in the arbitration clause of their contract or in a separate agreement, or
  - (ii) the parties have agreed to submit a dispute to the ICADR under the Arbitration Rules without specifically designating it as the appointing authority; and
- (b) provide the administrative services herein specified when required by the agreement, or when requested by all parties, or by the arbitral tribunal with the consent of the parties.

**34. Services as the registry.**— (1) On receiving a request in pursuance of rule 5(2) or 5(3), the ICADR will register the request and intimate in writing to the parties the registration number of the case which shall be quoted by the party while making any subsequent communication to the ICADR and the arbitral tribunal.

(2) The ICADR will scrutinise every request and the documents, make necessary entries in the register and prepare a file of the case.

**35. Services as appointing authority.**— (1) On receipt of a request

to appoint an arbitrator in pursuance of <sup>1</sup>[rule 5(2)(a) or 5(3)], the ICADR will follow the following procedure-

- (i) the ICADR will communicate to each party a list containing the names, addresses, nationalities and a description of qualifications and experience of at least three individuals from the panel of arbitrators;
- (ii) within thirty days following the receipt of the list, a party may delete any name to which he objects and after re-numbering the names in the order of his preference, return the list to the ICADR;
- (iii) on receipt of the list returned by the party, the ICADR will appoint the arbitrator from the list taking into account the order of preference indicated by the parties;
- (iv) if for any reason the appointment cannot be made according to the procedure specified in clauses (i) to (iii), the ICADR may appoint the arbitrator from the panel of arbitrators.

(2) In appointing an arbitrator the ICADR will have regard to the matters referred to in <sup>1</sup>[rule 5(5)(b)] and will carefully consider the nature of the dispute in order to include in the list, persons having appropriate professional or business experience, language ability and nationality.

(3) All appointments on behalf of the ICADR will be made by the Secretary-General and in his absence by such member of the Governing Council as is designated by the Chairperson:

Provided that where the Secretary-General is to be appointed as the arbitrator, the appointment will be made by the Chairperson.

<sup>2</sup>**[35A. Model Guidelines for expeditious conduct of arbitration proceedings.—** An Arbitrator appointed under rule 35 and the parties to the dispute shall observe the Guidelines specified in Schedule IA for the purposes of expeditious conduct of arbitration proceedings under these rules].

**36. Administrative services.—** (1) The ICADR may provide the administrative services specified in this Part-

- (a) upon the request of the parties;
- (b) upon the request of the arbitral tribunal with the consent of the parties;

<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

<sup>2</sup> Ins. after approval of Governing Council/General Body of ICADR, w.e.f. 19.9.2009.

(c) if the parties designate the ICADR for providing such services.

(2) All oral or written communications from a party to the arbitral tribunal, except at the arbitral proceedings, may be directed to the ICADR which will transmit them to the arbitral tribunal and, where appropriate, to the other party.

(3) Agreement by the parties that the ICADR will provide the administrative services, constitutes consent by the parties that, for purposes of compliance with any time requirements of the rules, any written communications shall be deemed to have been received by the addressee when received by the ICADR. When transmitting communications to a party, the ICADR will do so to the addresses provided by each of them to the ICADR for this purpose.

(4) The ICADR will also assist in the exchange of information.

(5) The ICADR will assist the arbitral tribunal to establish the date, time and place of meetings and will give the parties advance notice of such meetings.

(6) The ICADR will provide a court room and retiring rooms for the arbitral tribunal and the parties or their counsel in the offices of the ICADR on the charges set out in Schedule I. These charges will be billed separately and are not included in the fee for administrative services. However, where these facilities are provided in any place other than the offices of the ICADR, the charges will be determined by the ICADR and billed separately in each case.

(7) Upon request, the ICADR will make arrangements for reporter transcripts of the arbitral proceedings or hearings. The cost of reporter transcripts will be determined by the ICADR and billed separately and is not included in the fee for administrative services.

(8) Upon request, the ICADR will make arrangements for the services of interpreters or translators and the cost in respect thereof will be determined by the ICADR and billed separately and is not included in the fee for administrative services.

(9) (a) The ICADR will hold advance deposits to be made towards the cost of the arbitral proceedings.

(b) On termination of the arbitral proceedings, the ICADR will apply the proceeds of the advance deposits towards any of its unpaid administrative fees and charges and the costs of the arbitral proceedings and will render an

accounting to the parties of the deposits received and applied and return any unexpended balance to the parties.

(10) (a) Upon request, the ICADR will provide other appropriate administrative services the costs of which will be determined by the ICADR and billed separately and are not included in the fee for administrative services.

(b) The kinds of services which can be provided are as follows:-

- (i) secretarial support and clerical assistance;
- (ii) long distance and local telephone access and telex and telecopier facilities;
- (iii) photocopying and other usual office services.

(11) (a) The ICADR may require the party requesting one or more of the services referred to in sub-rule (6), (7), (8) or (10) to deposit an amount specified by it as advance towards the costs of such services;

(b) The ICADR may also require the parties to make supplementary deposits towards the costs of the services referred to in clause (a);

(c) If the required deposit under clause (a) or clause (b) is not made in full within the time specified by the ICADR, the ICADR may not provide the services requested for.

**37. Administrative fees.**— (1) The fee of the ICADR for making appointment of arbitrators and for providing administrative services, other than those specified in sub-rules (6), (7), (8) and (10) of rule 36, is based upon the amount in dispute as disclosed when the statement of claim is submitted to the ICADR in pursuance of sub-rule (1) of rule 19. Items A.I. (1), B.I.(1) and C.I.(1) of Schedule I contains the ICADR's schedule of fees and charges.

(2) Where the ICADR is requested to act as appointing authority under rule 5(2) or 5(3), the requesting party shall pay the ICADR a non-refundable fee at the time of the request. This fee is separately set out in Schedule I as item A.I.(2), B.I.(2) and C.I.(2).

(3) The Arbitration Rules provide that the costs of arbitration include the costs of the administrative fees or charges of the ICADR [rule 28(a)]. These costs are borne equally by the parties unless the arbitral award provides for a different apportionment [rule 28(b)].

### **PART III**

#### **FAST TRACK ARBITRATION PROCEEDINGS IN THE ICADR**

**38. Fast track arbitration.**— Notwithstanding anything contained hereinbefore, the parties may agree, in writing, to fast track arbitration and thereupon these rules shall apply to such arbitration subject to the modifications specified in Schedule II.

## <sup>1</sup>[SCHEDULE-I

### A. DOMESTIC COMMERCIAL ARBITRATION

#### I. Administrative fees:

referred to in rule 37(1) and 37(2)

- (1) Fee referred to in rule 37 (1)-  
(ICADR acts as appointing authority and administrator)

<b>Amount in Dispute</b> (in rupees)	<b>Amount of fee</b> (in rupees)
(i) where the total amount in dispute does not exceed Rs. 5 lakh	Rs. 22,500.
(ii) where the total amount in dispute exceeds Rs. 5 lakh but does not exceed Rs. 20 lakh	Rs. 22,500 plus 1.75 per cent. of the amount by which the total amount in dispute exceeds Rs. 5 lakh
(iii) where the total amount in dispute exceeds Rs. 20 lakh but does not exceed Rs. 1 crore	Rs. 48,750 plus 1.5 per cent. of the amount by which the total amount in dispute exceeds Rs. 20 lakh
(iv) where the total amount in dispute exceeds Rs. 1 crore but does not exceed Rs. 10 crore	Rs. 1,68,750 plus 0.75 per cent. of the amount by which the total amount in dispute exceeds Rs. 1 crore
(v) where the total amount in dispute exceeds Rs. 10 crore but does not exceed Rs. 20 crore	Rs. 8,43,750 plus 0.5 per cent. of the amount by which the total amount in dispute exceeds Rs. 10 crore
(vi) where the total amount in dispute exceeds Rs. 20 crore	Rs. 13,43,750 plus 0.25 per cent. of the amount by which the total amount in dispute exceeds Rs. 20 crore with a ceiling limit of Rs. 15 lakhs

**Note:** Where dispute cannot be expressed in terms of money or the total amount in dispute is below Rs. 2 lakh, the Secretary-General shall determine the amount of administrative fees, in his discretion, in each case.

<sup>1</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

- (2) Non-refundable fee referred to in rule 37 (2)  
(ICADR acts only as appointing authority)  
Rs. 15,000

## II. Arbitrator' s fee

referred to in rule 28

<b>Amount of fee</b>	<b>Amount in dispute</b>
For one Arbitrator (in rupees)	(in rupees)
(i) where the total amount in dispute does not exceed Rs. 5 lakh	Rs. 45,000
(ii) where the total amount in dispute exceeds Rs. 5 lakh but does not exceed Rs. 20 lakh	Rs. 45,000 plus 3.5 per cent. of the amount by which the total amount in dispute exceeds Rs. 5 lakh
(iii) where the total amount in dispute exceeds Rs. 20 lakh but does not exceed Rs. 1 crore	Rs. 97,500 plus 3 per cent. of the amount by which the total amount in dispute exceeds Rs. 20 lakh
(iv) where the total amount in dispute exceeds Rs. 1 crore but does not exceed Rs. 10 crore	Rs. 3,37,500 plus 1 per cent. of the amount by which the total amount in dispute exceeds Rs. 1 crore
(v) where the total amount in dispute exceeds Rs. 10 crore but does not exceed Rs. 20 crore	Rs. 12,37,500 plus 0.75 per cent. of the amount by which the total amount in dispute exceeds Rs. 10 crore
(vi) where the total amount in dispute exceeds Rs. 20 crore	Rs. 19,87,500 plus 0.5 per cent. of the amount by which the total amount in dispute exceeds Rs. 20 crore with a ceiling of Rs. 30 lakhs

**Note 1 :** Where the arbitral tribunal consists of a Sole Arbitrator, he shall be entitled to an additional amount of 25% on the fee payable as mentioned above.

**Note 2 :** Where the dispute cannot be expressed in terms of money or the total amount in dispute is below Rs. 2 lakh, the arbitral tribunal shall determine the amount of fee in each case.

**III. Charges for facilities**

referred to in rule 36 (6)

Rs. 4,000/- for one day or part thereof plus Rs. 500/- Wi-fi charges for two hours (Optional) plus Rs. 500/- Documentation Camera charges for two hours (optional) plus Rs. 1,000/- Stenographic service charges (optional)

**Note:** Where the facilities are provided in a place other than in ICADR's offices, the charges will be determined in each case and billed separately.

## **B. DOMESTIC NON-COMMERCIAL ARBITRATION**

### **I. Administrative fees:**

referred to in rule 37(1) and 37(2).

- (1) Fee referred to in rule 37(1)  
(ICADR acts as appointing authority and administrator)

Where the dispute can be expressed in terms of money, the administrative fees will be the same as applicable for domestic commercial arbitration.

**Note :** Where the dispute cannot be expressed in terms of money or the total amount in dispute is below Rs. 2 lakh, the Secretary-General shall determine the amount of administrative fee, in his discretion in each case.

- (2) Non-refundable fee referred to in rule 37(2).  
(ICADR acts only as appointing authority)  
Rs.15,000

### **II. Arbitrator's fee**

referred to in rule 28

Where the dispute can be expressed in terms of money, the arbitrator's fees will be the same as applicable for domestic commercial arbitration.

**Note :** Where the dispute cannot be expressed in terms of money or the total amount in dispute is below Rs. 2 lakh, the arbitral tribunal shall determine the amount of fee in each case.

### **III. Charges for facilities**

referred to in rule 36(6)

Rs. 4,000/- for one day or part thereof plus Rs. 500/- Wi-fi charges for two hours (Optional) plus Rs. 500/- Documentation Camera charges for two hours (optional) plus Rs. 1,000/- Stenographic service charges (optional)

**Note :** Where the facilities are provided in a place other than in ICADR's offices, the charges will be determined in each case and billed separately.

### C. INTERNATIONAL COMMERCIAL ARBITRATION

#### I. **Administrative fee:**

referred to in rule 37 (1) and 37(2)

(1) Fee referred to in rule 37 (1)-

(ICADR acts as appointing authority and administrator).

<b>Amount in dispute</b> (in US dollars)	<b>Amount of fee</b> (in US dollars)
(i) where the total amount in dispute does not exceed \$50,000	\$ 1,500
(ii) where the total amount in dispute exceeds \$50,000 but does not exceed \$1,75,000	\$1,500 plus 3 per cent. of the amount by which the total amount in dispute exceeds \$50,000
(iii) where the total amount in dispute exceeds \$1,75,000 but does not exceed \$5,00,000	\$5,250 plus 2 per cent. of the amount by which the total amount in dispute exceeds \$1,75,000
(iv) where the total amount in dispute exceeds \$5,00,000 but does not exceed \$10,00,000	\$11,750 plus 1 per cent. of the amount by which the total amount in dispute exceeds \$5,00,000
(v) where the total amount in dispute exceeds \$10,00,000 but does not exceed \$20,00,000	\$16,750 plus 0.5 per cent. of the amount by which the total amount in dispute exceeds \$10,00,000.
(vi) where the total amount in dispute exceeds \$20,00,000 but does not exceed \$50,00,000	\$21,750 plus 0.25 per cent. of the amount by which the total amount in dispute exceeds \$20,00,000
(vii) where the total amount in dispute exceeds \$50,00,000	\$29,250 plus 0.125 per cent. of the amount by which the total amount in dispute exceeds \$50,00,000 with a ceiling of \$35,000.

**Note :** Where dispute cannot be expressed in terms of money, the Secretary-General shall determine the amount of administrative fees, in his discretion, in each case.

- (1) Non-refundable fee referred to in rule 37(2)  
(ICADR acts only as appointing authority)  
US \$ 1000

**II. Arbitrator's fee**  
referred to in rule 28

<b>Amount in dispute</b> (in US dollars)	<b>Amount of fee</b> for one arbitrator (in US dollars)
(i) where the total amount in dispute does not exceed \$50,000	\$3,000
(ii) where the total amount in dispute exceeds \$50,000 but does not exceed \$1,75,000	\$3,000 plus 5 per cent. of the amount by which the total amount in dispute exceeds \$50,000
(iii) where the total amount in dispute exceeds \$ 1,75,000 but does not exceed \$5,00,000	\$9,250 plus 4 per cent. of the amount by which the total amount in dispute exceeds \$1,75,000
(iv) where the total amount in dispute exceeds \$ 5,00,000 but does not exceed \$10,00,000	\$22,250 plus 3 per cent. of the amount by which the total amount in dispute exceeds \$5,00,000
(v) where the total amount in dispute exceeds \$10,00,000 but does not exceed \$20,00,000	\$37,250 plus 2 per cent. of the amount by which the total amount in dispute exceeds \$10,00,000
(vi) where the total amount in dispute exceeds \$20,00,000 but does not exceed \$50,00,000	\$57,250 plus 1 per cent. of the amount by which the total amount in dispute exceeds \$20,00,000
(vii) where the total amount in dispute exceeds \$50,00,000	\$87,250 plus 0.5 per cent. of the amount by which the total amount in dispute exceeds \$50,00,000 with a ceiling of \$ 1,00,000

**Note :** Where the dispute cannot be expressed in terms of money, the arbitral tribunal shall determine the amount of fee in each case.

**III. Charges for facilities**

referred to in rule 36 (6)

US\$ 350 for one day or part thereof plus \$50 Wi-fi charges for two hours (optional), plus \$50 Documentation Camera charges for two hours (optional) plus \$100 Stenographic service charges (optional).

**Note :** Where the facilities are provided in a place other than in ICADR's offices, the charges will be determined in each case and billed separately.]

## <sup>1</sup>[SCHEDULE IA

### **MODEL GUIDELINES FOR THE ARBITRATORS AND THE PARTIES FOR EXPEDITIOUS CONDUCT OF ARBITRATION PROCEEDINGS**

1. The arbitrators and the parties to the dispute shall follow these guidelines to ensure economic and expeditious disposal of arbitration cases.

#### **For Arbitrators**

2. (1) The arbitrators must take up the arbitration expeditiously on receipt of the request from the ICADR and should also complete the same with reasonable despatch. Serious efforts should be made to settle arbitration cases expeditiously within a period of one year where the amount of claim exceeds 1 crore and within a period of 6 months where the amount of claim is less than Rs. 1 crore.
- (2) The Arbitrator(s) shall send to the Arbitration Committee of ICADR a quarterly report of the progress of arbitration proceedings.
- (3) The Arbitration Committee may, where necessary, give suggestions to the Arbitrator(s) concerned to expedite the proceedings.
3. When accepting his mandate, the arbitrator shall be able to perform his task with the necessary competence according to his professional qualifications.
- <sup>2</sup>4. When accepting his appointment, the arbitrator shall give a declaration in writing, in the Form specified in Schedule-III as under: -
  - (i) no circumstances exist in terms of sub-section (1) of section 12 of the Arbitration Act read with Fifth Schedule thereof that give rise to justifiable doubts as to his independence or impartiality,
  - (ii) he does not have any relationship with any of the parties to the dispute or their counsel or the subject matter of the dispute as specified in the Seventh Schedule of the Arbitration Act, and

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<sup>1</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 19.9.2009.

<sup>2</sup> Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

- (iii) where any qualifications are required of an arbitrator by the agreement of the parties, he possesses those qualifications.

Where necessary due to supervening facts, this declaration shall be repeated in the course of the entire arbitral proceedings until the award is filed].

5. Where facts that should have been disclosed are subsequently discovered, the arbitrator may either withdraw or be challenged or the ICADR may refuse to appoint him in other arbitral proceedings on this ground.
6. The arbitrator may at all stages suggest the possibility of a settlement to the parties but may not influence their decision by indicating that he has already reached a decision on the dispute.
7. In the course of the arbitral proceedings, the arbitrator shall refrain from all unilateral contact with the parties or their counsel which is not notified to the ICADR so that the ICADR can inform the other parties and arbitrators.
8. The arbitrator shall refrain from giving the parties, either directly or through their counsel, notice of decisions in the evidence taking place or on the merits; notice of these decisions may be given exclusively by the ICADR.
9. The arbitrator shall neither request nor accept any direct arrangement on costs or fees with the party which has designated him. The arbitrator is entitled to reimbursement of expenses and a fee as exclusively determined by the ICADR according to its Schedule of Fees, which are deemed to have been agreed by the arbitrator when accepting his mandate.
10. The arbitrator shall encourage a serene and positive development of the arbitral proceedings. In particular, he shall decide on the date and manner of the hearings in such a way as to allow both parties to fully participate therein, in compliance with the principle of equal treatment and opportunity as specified in rule 15.
11. The first hearing of the arbitral tribunal should be convened within 15 days of the receipt of the complete reply of the respondent when the arbitral tribunal may issue necessary directions. Admission and denial of the documents may be got done expeditiously. Issues if any to be framed, may be done at the same or at the next hearing. The arbitrators should make efforts to hold arbitration hearings continuously on day-to-day basis during office hours.

12. The parties should be asked to furnish a list of their witnesses, if any, in advance and they should be asked to file affidavits of witnesses on the date fixed for evidence preferably within a week of the settlement of issues. Cross examination of such of the deponent's witnesses whose presence is demanded by the opposite party should be completed at a hearing to be fixed within 15 days.
13. Adjournments of duly fixed hearing should not be granted except for unavoidable reasons which should be spelt out in the adjournment order.
14. Arguments preferably should be heard within 15 days of the completion of evidence, to be followed by submission of written arguments, if any.
15. The Arbitrator should make the award expeditiously after the close of the hearings, preferably within 30 days.
16. The arbitrator who does not comply with the provisions of these guidelines may be replaced by the ICADR <sup>1</sup>[in consultation with the parties]. Where it is not appropriate to replace the arbitrator in order not to cause delay in the arbitral proceedings, the ICADR may also take such action after the conclusion of the arbitral proceedings, by refusing to appoint him in subsequent arbitral proceedings.

### **For Parties**

17. The claimant should file the applications or demand for arbitration to the ICADR with all the information and papers as per Rules, full statement of claim and copies of documents relied upon, in 3 sets in case of a Sole Arbitrator and in 5 sets in case of three arbitrators.
18. The respondent should file his reply to the claim with complete information and documents relied upon, in 3 or 5 sets as above as early as possible within the prescribed time. Fresh documentation/claims should not be entertained at a later stage of the proceedings unless the arbitral tribunal is satisfied about the reasons for granting such permission.
19. If any party to arbitration, particularly in cases where any arbitrator, advocate or any of the parties has to come from out station to participate in arbitration proceedings, desires to seek adjournment

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<sup>1</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

on any valid ground, it must submit a written request to the ICADR at least before 5 working days stating the grounds which compel it to request for postponement of the hearing so that the ICADR is in a position to take necessary steps to inform the Parties, Arbitrators and Advocates regarding postponement of the hearing. Parties seeking adjournment will have to pay cost to ICADR as may be determined by the arbitral tribunal.

20. Parties should deposit arbitration and administrative fees with the ICADR within the stipulated time, as per the Rules and no extension should be sought in this behalf except for compelling reasons.
21. To avoid excessive costs in arbitration proceedings, the parties are advised to choose their arbitrators from the Panel, as far as possible from the place where the arbitration hearings have to be held. In case, a party still chooses an arbitrator from a place other than the place of hearing, the concerned party will bear the entire extra cost to be incurred on stay TA/DA etc. of the arbitrator nominated by it.

#### **For Arbitration Committee of ICADR**

22. The Arbitration Committee of ICADR may examine the arbitration case file, from time to time to evaluate the progress of the proceedings and to ascertain whether the arbitrators have granted adjournments only on reasonable grounds.
23. The Arbitration Committee of ICADR shall be sole judge of the grounds of violation of the guidelines and its decision shall be final and binding on the arbitral tribunal as well as the parties.

**SCHEDULE II**  
**(See rule 38)**  
**LIST OF MODIFICATIONS**

<b>Rule of the ICADR Arbitration Rules, 1996 requiring modification</b>	<b>Modification</b>
19 and 20. Statements of claim, counter-claim and defence.	<p>For rules 19 and 20, substitute-</p> <p>[19. (1) Within fifteen days of the constitution of the arbitral tribunal, the claimant shall send simultaneously to the arbitral tribunal and the respondent-</p> <ul style="list-style-type: none"> <li>(a) a statement of facts supporting his claim, the points at issue and the relief or remedy sought;</li> <li>(b) all documents he considers to be relevant;</li> <li>(c) where reliance is placed on the opinion of any expert, the particulars of that expert including his qualifications and experience, a copy of his opinion and a statement showing the relevance of such expert's opinion;</li> <li>(d) application for discovery or production of documents, if any;</li> <li>(e) full address, telephone and fax number, if any, for speedy communication; and</li> <li>(f) any other material considered relevant by the claimant.</li> </ul> <p>(2) The respondent shall, within fifteen days after the receipt of the documents referred to in sub-rule (1), send simultaneously to the arbitral tribunal and the claimant his statement of defence containing replies to the matters referred to in sub-rule (1) together</p>

with documentary evidence in support thereof, if any.

- (3) Where the respondent has any Counter Claim <sup>1</sup>[or a plea for set-off] against the claimant and wishes the same to be submitted to arbitration, the provisions of sub-rule (1) shall apply as if the respondent is a claimant.
- (4) Where discovery or production of documents is allowed, the arbitral tribunal may allow the parties to submit, simultaneously their supplementary statements to the arbitral tribunal and direct them to simultaneously send copies thereof to each other.

Pre-hearing  
proceeding

- 20. (1) The arbitral tribunal may hold a pre-hearing proceeding to discuss with the parties the procedure to be followed for speedy arbitration, including day to-day hearings, keeping in view the requirement of fair trial.

<sup>1</sup>[(1A) The arbitral tribunal shall make an award within a period of six months from the date the arbitral tribunal enters upon the fast tract arbitration reference].

- (2) The decision of the arbitral tribunal on matters referred to in sub-rule (1) shall be final and binding on the parties].

21. In clause (b), for "or the claimant fails to communicate his defence to the counter-claim", substitute-

"or the counter-claim".

26. (a) for sub-rule (1), substitute-

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<sup>1</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

[(1) An arbitral award shall be made in writing as early as possible but not later than ten days after the case is closed for making the award and it shall be signed by the members of the arbitral tribunal];

(b) sub-rule (7) shall be omitted.

30. (a) in sub-rules (1), (2), (3) and (4), for the words "thirty days", the words "fifteen days" shall be substituted;
- (b) in sub-rule (5), for the words "sixty days", the words "thirty days" shall be substituted;
- (c) in sub-rule (7), after "Rule 26 shall", insert "so far as may be,".
31. In sub-rule (3), for the words "thirty days", the words "fifteen days" shall be substituted.
35. In sub-rule (1), in clause (ii), for the words "thirty days", the words "fifteen days" shall be substituted.

**<sup>1</sup>[SCHEDULE III  
[See rule 5(7)]**

NAME:

CONTACT DETAILS:

PRIOR EXPERIENCE (INCLUDING EXPERIENCE WITH ARBITRATIONS):

NUMBER OF ONGOING ARBITRATIONS:

CIRCUMSTANCES DISCLOSING 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 YOUR INDEPENDENCE OR IMPARTIALITY (LIST OUT):

CIRCUMSTANCES WHICH ARE LIKELY TO AFFECT YOUR ABILITY TO DEVOTE SUFFICIENT TIME TO THE ARBITRATION AND IN PARTICULAR YOUR ABILITY TO FINISH THE ENTIRE ARBITRATION WITHIN TWELVE MONTHS (LIST OUT):]

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<sup>1</sup> Ins. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016

**APPENDICES**  
**APPENDIX - A**  
**MODEL ARBITRATION CLAUSE**

**FOR ARBITRATION OF CONTRACTUAL DISPUTES**

Parties to a contract who agree to resolve their contractual disputes in accordance with the ICADR Arbitration Rules, 1996 and to have the ICADR act as appointing authority and/or provide administrative services, may use the following clause:

**If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.**

**The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.**

**The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.**

**Note:** Parties may consider to add the following:-

- (a) The number of arbitrator(s) shall be \_\_\_\_\_
- (b) The language of the arbitration proceedings shall be \_\_\_\_\_
- (c) Specific qualifications of the arbitrator(s) including (but not limited to) language, nationality, technical qualifications and experience.
- (d) The place of arbitration proceedings shall be \_\_\_\_\_

**APPENDIX - B**  
**MODEL ARBITRATION AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two  
Thousand \_\_\_\_\_ Between

\_\_\_\_\_  
(full description and address of the Party to be given) of the ONE PART  
and \_\_\_\_\_

(full description and address of the Party to be given) of the OTHER  
PART.

WHEREAS certain disputes and differences have arisen and are  
subsisting between the aforesaid parties relating to \_\_\_\_\_  
\_\_\_\_\_(details of contract to be given),

AND WHEREAS the Parties agree to submit their dispute(s) in accordance  
with the ICADR Arbitration Rules, 1996.

Now the parties hereby agree as follows:

1. The parties agree to submit their dispute(s) to arbitration in  
accordance with the ICADR Arbitration Rules, 1996.
  2. The authority to appoint the arbitrator or the arbitrators, as the  
case may be, shall be the International Centre for Alternative Dispute  
Resolution.\*
  3. The arbitration shall be administered by the International Centre  
for Alternative Dispute Resolution (ICADR) in accordance with the  
ICADR Arbitration Rules, 1996.
  4. The place of arbitration shall be \_\_\_\_\_
- \* In case the ICADR is not required to appoint arbitrator(s), omit  
this clause.

In Witness Whereof, this Agreement has been signed this \_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_

1. \_\_\_\_\_ for and on behalf of \_\_\_\_\_

2. \_\_\_\_\_ for and on behalf of \_\_\_\_\_

**Note:** The parties may:-

- (a) provide for qualification(s) of the arbitrator(s) including, but not  
limited to, language, technical experience, nationality and legal  
experience;
- (b) specify the language for the conduct of arbitration.