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DOMESTIC ARBITRATION RULES

1. Scope and Application:

- 1.1 Where the parties have agreed by contract or otherwise to refer their disputes to ACIAM for arbitration, or in accordance with the ACIAM Rules, the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by ACIAM in accordance with these Rules.
- 1.2 These Rules shall apply to domestic arbitrations commenced under a contract, treaty, or other instrument.
- 1.3 These ACIAM Rules comprise the Articles and the Schedules as are, from time to time, amended by ACIAM.
- 1.4 Nothing in these Rules shall prevent parties to a dispute or arbitration agreement, or a Court, from naming ACIAM as the appointing authority or from requesting the use of the facilities and/or administrative services of ACIAM without subjecting the arbitration to these Rules.
- 1.5 ACIAM has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. Unless otherwise determined by ACIAM, all decisions made by ACIAM under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.
- 1.6 These Rules shall come into force on __ and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.
- 1.7 These Rules shall govern the conduct and administration of the arbitration, except that, where any such rule is in conflict with any provision of law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

2. Definitions:

- 2.1 In these Rules, unless the context requires otherwise:
 - a. “ACIAM” means the Asian Centre for International Arbitration and Mediation
 - b. “Act” means the (Indian) Arbitration and Conciliation Act, 1996 as

amended from time to time;

- c. “Arbitral Tribunal” includes a sole arbitrator, or all the arbitrators where more than one arbitrator is appointed, and shall include an Emergency Arbitrator
- d. “Award” includes a partial, interim, or final award;
- e. “Court” shall have the same meaning as defined under the Arbitration and Conciliation Act, 1996;
- f. “Governing Council” shall mean the Governing Council of ACIAM and includes a sub-committee of the Governing Council;

Words not defined in these rules shall be understood as per their ordinary English meaning.

3. Interpretation:

- 3.1 Rule headings are for reference only and are not to be used for the purpose of interpretation.
- 3.2 Any pronouns used in these Rules shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural unless the context requires otherwise.
- 3.3 Save as may relate to powers exercisable by the Tribunal, the Registrar shall have the power to interpret any provision under these Rules.
- 3.4 References to “ACIAM”, for the purpose of these Rules, are to the Governing Council of ACIAM or any other body or person designated by it (including the Registrar) to perform the functions referred to herein. The functions of the Registrar shall be performed under the supervision of the Governing Council by the Registrar or any Deputy Registrar.
- 3.5 References to “communication” mean delivery, transmission or notification of a written communication by hand, registered post, courier service, facsimile, email or other means of telecommunication that provides a record of transmission
- 3.6 References to “written communications” include all correspondence, notifications, proposals, pleadings, statements, documents, orders and awards that are produced, submitted or exchanged in the arbitration but shall not include draft awards, draft order(s) or correspondence of an administrative nature between the Arbitral

Tribunal and ACIAM

- 3.7 References to “arbitration agreement” include one or more arbitration agreements.
- 3.8 References to “Claimant” include one or more Claimants.
- 3.9 References to “Respondent” include one or more Respondents.
- 3.10 References to “additional party” include one or more additional parties and references to “party” or “parties” include Claimant, Respondent and/or an additional party.
- 3.11 References to “claim” or “counterclaim” include any claim or claims by any party against any other party. References to “defense” include any defense or defenses by any party to any claim or counterclaim submitted by any other party, including any defense for the purpose of a set-off or cross-claim.
- 3.12 All written communications to ACIAM from any party, authorized representative of a party or Arbitral Tribunal shall be addressed to the Registrar, and shall also be copied to all other parties.

4. Written Communications:

- 4.1 Any communication by any party with ACIAM, Registrar or any of its members shall be in writing. Any written communication by the any of its members to any party shall also be copied to the Registrar.
- 4.2 Any written communication shall be deemed to have been received if it is delivered:
 - (i) to the addressee personally or to its authorized representative;
 - (ii) to the addressee’s 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;
 - (v) to the email address provided by the parties to ACIAM for purposes of correspondence or communications; or
 - (vi) if, after reasonable efforts, none of these can be found, then at the addressee’s last-known residence or place of business.

5. Time Limit Calculation:

- 5.1 Time limits under these Rules shall begin to run on the day following the day when any written communication is received or deemed to be received.
- 5.2 For the purpose of calculating any period of time under these Rules, such period shall commence from the day following the receipt of a written communication or

the deemed receipt of such written communication. Unless the Registrar or the Tribunal determines otherwise, any period of time under these Rules is to be calculated with reference to the Indian Standard Time (IST)

- 5.3 If the circumstances of the case so justify, the Registrar may amend the time limits provided for in these Rules, as well as any time limits that the Registrar has set, whether any such time limits have expired. The Registrar shall not amend any time limits agreed by the parties or set by the Arbitral Tribunal unless the parties agree or the Arbitral Tribunal directs otherwise.
- 5.4 Except as otherwise provided in these Rules, the Registrar may at any time extend or abridge any period of time under these rules.

6. Commencement of Arbitration Proceedings:

6.1 Request for Arbitration

6.1.1 Any party wishing to commence an arbitration (the "Claimant") shall file with the Registrar a written Request for Arbitration which shall contain (or be accompanied by):

- a. The full terms of the arbitration clause or the separate arbitration agreement that is invoked;
- b. 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 arises; state the name, address, telephone number and electronic mail address of the parties to the arbitration and their representatives, if any;
- c. 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;
- d. refer to and provide a legible copy of the arbitration agreement between the parties, provided that where claims are made under more than one arbitration agreement, the Arbitration Request shall refer to and

provide, where possible, each such arbitration agreement and also provide a reference to and copies of the agreement(s) or other instrument(s) out of, or in relation to, which the dispute arises and, where possible, a copy of the agreement(s) or other instrument(s);

- e. unless the parties have agreed otherwise, the nomination of an arbitrator, if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
- f. confirmation that copies of the Request for Arbitration and any exhibits have been or are being served simultaneously on all other parties, by one or more means of service to be identified in such confirmation; and
- g. Include proof of payment of the requisite filing fee under these Rules along with proof of service of the Arbitration Request on the counterparty or counterparties in the Arbitration.
- h. Include proof of payment of the requisite filing fee under these Rules along with proof of service of the Arbitration Request on the counterparty or counterparties in the Arbitration.

6.2 The Request for Arbitration may also include the Statement of Claim

6.3 For the purpose of these Rules, the arbitration shall be deemed to have commenced on the date on which the complete Request for Arbitration and the requisite filing fee (in cleared funds into the ACIAM's account) have been received by the ACIAM (the "Date of Commencement")The Request for Arbitration is deemed to be complete when all the requirements of Rule 6.1 are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. The Registrar shall notify the parties of the Date of Commencement.

6.4 The Claimant shall, at the same time as it files the Request for Arbitration or as soon as possible thereafter, provide the Registrar with documentary proof satisfactory to the Registrar of actual delivery of the Request for Arbitration (including the date of delivery) to all other parties.

6.5 **Registration of Arbitration Request**

- a. Upon the receipt of a complete Arbitration Request, in accordance with the provisions of Article 6.1, the Registrar shall register the Arbitration Request

and notify the parties of the commencement of the arbitration.

- b. If the Arbitration Request does not comply with these Rules or if the Registration Fee is not paid, the Registrar shall call upon the Claimant to remedy any such defect within a period of seven (7) days or any other period as may be determined by the Registrar. If the Claimant complies with such directions within the specified time limit, the arbitration shall be deemed to have commenced under Article 5.1 on the date the original Arbitration Request was received by the Registrar.
- c. At any time after the registration of the Arbitration Request but before the constitution of the Arbitral Tribunal, the Registrar may permit the Claimant to supplement or modify its Arbitration Request to correct any clerical, typographical or arithmetical errors.

7. Reply to the Arbitration Request:

7.1 Within 30 days of receipt of the Arbitration Request or any other date as may be specified by the Registrar, the Respondent shall submit to the Registrar its Reply to the Arbitration Request (“Reply”). The Reply shall:

- 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), facsimile number(s) and electronic mail address(es)) of the Respondent and its legal representatives, if any;
- c. state any objection to the jurisdiction of the Arbitral Tribunal;
- d. a statement briefly describing the nature and circumstances of the dispute and the defense to the claim, including any counterclaims advanced against the Claimant or any cross-claim advanced against any other party to the arbitration, specifying the relief claimed, including the amounts of any quantified counterclaims or cross-claims and, to the extent possible, an estimate of the monetary value of any other counterclaims or cross- claims;
- e. 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), the applicable rules of law, the language(s) of the arbitration, and the seat of arbitration);

- f. unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counter-proposal;
- g. confirmation that copies of the Response and any 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 Registrar of actual delivery (including the date of delivery); and
- h. confirmation that the requisite filing fee for any counterclaim or cross-claim has been paid (without the actual receipt of which in the MCIA's account any counterclaim or cross-claim shall be treated as not having been received by the Registrar).

7.2 The Reply may also include the Statement of Defence and a Statement of Counterclaim.

7.3 Failure to nominate or propose any arbitrator candidate within the time for submission of the Reply or such other time period as is agreed by the parties or determined by the Registrar shall constitute an irrevocable waiver of that party's opportunity to nominate or propose any arbitrator candidate. Failure to deliver any or any part of a Reply within time or at all shall not (by itself) preclude the Respondent from denying any claim or from advancing any defence, counterclaim or cross-claim in the arbitration.

7.4 The contents of the Response do not restrict the Respondent from subsequently adding to, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs claimed, provided these matters and reliefs fall within the scope of the arbitration agreement.

8. Combination of Arbitration Requests

8.1 Where a Claimant wishes to commence more than one arbitration under these Rules in disputes arising out of or in connection with more than one arbitration agreement,

they may file with the Registrar a single Request for Arbitration, by which all intended arbitrations may be commenced (the “Combined Request”).

8.2 The Combined Request shall comply with Rule 6.1 in respect of each of the arbitrations that it is intended to commence, including the filing fee for each of them, and each arbitration so commenced shall, subject to Rule 8.3, proceed separately in accordance with these Rules

8.3 The Claimant may, simultaneously with the Combined Request, apply, in accordance with Rule 6, for the consolidation of some or all of the arbitrations to be commenced.

9. Consolidations of Arbitrations:

9.1 The Governing Council shall have the power, at the request of a party and after consulting with the parties and any confirmed or appointed arbitrators, to consolidate two or more arbitrations pending under these Rules where:

- a. all the parties to the arbitrations to be consolidated agree to the consolidation;
- b. all the claims in the arbitrations are made under the same arbitration agreement; or
- c. the arbitration agreements are compatible, and: (i) the disputes arise out of or in connection with the same legal relationship(s); (ii) the disputes arise out of or in connection with contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of or in connection with the same transaction or series of transactions.

9.2 A written Request for Consolidation shall be submitted to the Registrar, with copies to all other parties and shall include:

- a. A request that the arbitrations be consolidated;
- b. the date and mode of delivery of the application on all parties and any appointed arbitrators;
- c. the case reference numbers of the arbitrations sought to be consolidated, where available;
- d. the identity and contact details of the parties and their representatives, and any arbitrators who have been nominated or appointed in the arbitrations

sought to be consolidated;

- e. a copy of the arbitration agreement giving rise to the arbitrations;
- f. a statement setting out how the requirements of Rule 9.1 have been met;
- g. if applicable, evidence of the written consent to consolidation of all the parties;
- h. comments on the nomination and appointment of the Tribunal for the consolidated proceedings; and
- i. confirmation that the Request for Consolidation and any exhibits have been or are being served simultaneously on all other parties and on any arbitrator, who may have been nominated in any of the pending cases, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the Registrar of actual delivery (including the date of deliver

9.3 Within 15 days of delivery of the Request for Consolidation in accordance with Rule 6.3(h), subject to any extensions sought and granted by the Registrar not exceeding a further seven days, all other parties to the arbitrations to be consolidated shall submit their Response(s) to the Request for Consolidation.

9.4 If any party fails to submit a Response to the Request for Consolidation within the time limit set pursuant to Rule 6.4, the Council may nonetheless rule on the Request for Consolidation.

9.5 In deciding the Request for Consolidation, the Council shall take into account the views of all the parties to the arbitrations and all the circumstances of the case, including:

- (a) Whether one or more arbitrators have been nominated in one or more of the arbitrations and, if so, whether the same or different arbitrators have been nominated;
- (b) The stage of the pending arbitration(s); and
- (c) The potential effect of consolidation on the efficiency and expeditiousness of the arbitral proceedings.

9.6 Where the Council decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or the Council decides otherwise, taking into account the circumstances of the case.

- 9.7 The Council's decision as to consolidation shall be final and binding on the parties. The Registrar shall provide copies of the decision to all parties and to any arbitrators nominated in the arbitrations that are the subject of the Request for Consolidation.
- 9.8 Where the Governing Council 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, and ACIAM may revoke any confirmation or appointment of an arbitrator. ACIAM shall appoint the Arbitral Tribunal in respect of the consolidated proceedings with or without regard to any party's designation.

10. Concurrent Proceedings:

- 10.1 On the written application of a party, and after consulting with all the parties, the Tribunal shall have the power to conduct two or more arbitrations under these Rules concurrently, provided that: (a) the same Tribunal is appointed in each arbitration; and (b) a common question of law or fact arises out of or in connection with all the arbitrations.
- 10.2 The ACIAM may adjust its Administrative Fees and the Tribunal's fees (where appropriate) if the Tribunal conducts two or more arbitrations pursuant to this Rule 10.

11. Joinder of Additional Parties

- 11.1 Prior to the constitution of the Arbitral Tribunal, a party or non-party to the arbitration may file an application with the Registrar for one or more additional parties to be joined in an arbitration pending under these Rules, as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
- a. The additional party to be joined is prima facie bound by the arbitration agreement; or
 - b. All parties, including the additional party to be joined, have consented to the joinder of the additional party.
- 11.2 An application of joinder shall include:
- a. the ACIAM case reference number for the pending arbitration;
 - b. a request that the proposed additional party be joined to the arbitration, and specifying whether as claimant or respondent;

- c. the full name and contact details, including postal address, telephone number, and email address (to the extent known) of the proposed additional party and its legal representatives, if any;
 - d. confirmation that the Request for Joinder and any exhibits, have been or are being served simultaneously on all other existing parties to the arbitration, the proposed additional party and, if appointed, the Tribunal, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the Registrar of actual delivery (including the date of delivery); and
 - e. if the Request for Joinder is made to the Council before the Tribunal has been appointed, the applicant's comments, if any, on the selection and appointment of the Tribunal.
- 11.3 The party or non-party applying for joinder shall, at the same time as it files an application for joinder with the Registrar, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.
- 11.4 The Governing Council shall, after considering the views of all parties, including the additional party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder. The Governing Council's decision to grant an application for joinder is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Governing Council's decision to reject an application for joinder, in whole or in part, is without prejudice to any party's or non-party's right to apply to the Tribunal for joinder pursuant to Article 11.6.
- 11.5 Where an application for joinder is granted under Article 9.4, the Governing Council may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all parties, including the additional party joined, and the respective timelines thereunder shall run from the date of receipt of the Governing Council's decision under Article 11.4.
- 11.6 After the constitution of the Tribunal, a party or non-party to the arbitration may apply to the Tribunal for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:

- a. the additional party to be joined is prima facie bound by the arbitration agreement; or
 - b. all parties, including the additional party to be joined, have consented to the joinder of the additional party.
- 11.7 Subject to any specific directions of the Tribunal, the provisions of Article 11.2 shall apply, mutatis mutandis, to an application for joinder under Article 11.6.
- 11.8 The Tribunal shall, after giving all parties, including the additional party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under Article 11.6. The Tribunal's decision to grant an application for joinder under this Article is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.
- 11.9 Without prejudice to the powers of the Governing Council pursuant to Article 9.5, where an application for joinder is granted under Article 11.4 or Article 9.8, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator.
- 11.10 Where an application for joinder is granted under Article 9.4 or Article 9.8, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims.

12. Conduct of Arbitration Proceedings:

- 12.1 The 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 and to respond to the case of all other parties
- 12.2 The parties shall at all times do everything necessary in good faith for the fair, efficient and expeditious conduct of the arbitration.
- 12.3 Subject to any agreement between the parties, the Arbitral Tribunal shall adopt such

procedural measures as it considers appropriate after consulting with the parties.

- 12.4 The Arbitral Tribunal may request the parties to convene a meeting to discuss the procedures that will be most appropriate and efficient for the case, including the fixing of a procedural timetable. Such meeting may be conducted in person or by any other means. Unless otherwise agreed by the parties, the Presiding Arbitrator may make procedural rulings alone, subject to revision by a majority of the Arbitral Tribunal.

13. Constitution of Arbitral Tribunal:

- 13.1. The Arbitral Tribunal shall be constituted in accordance with the agreement between the parties and their respective nominations as set out in the Arbitration Request and Reply.
- 13.2. Unless otherwise agreed by the parties, the Tribunal shall comprise one or three arbitrators. In the event that the parties have not agreed on the number of arbitrators, a sole arbitrator shall be appointed unless the Registrar determines, after considering the views of the parties, that the dispute warrants the appointment of three arbitrators.
- 13.3. A sole arbitrator shall be appointed in any arbitration under these Rules unless the parties have otherwise agreed; or it appears to the Registrar acting in consultation with the Governing Council, and giving due regard to any proposals by the parties, that the complexity, the quantum involved or other relevant circumstances of the dispute warrants the appointment of three arbitrators.
- 13.4. If a sole arbitrator is to be appointed, either party may propose to the other party the names of one or more persons to serve as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, the Registrar shall appoint such nominee as arbitrator.
- 13.5. If within 30 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or fixed by the Registrar, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the Registrar in consultation with the Governing Council shall appoint the sole arbitrator.
- 13.6. If three arbitrators are to be appointed, each party shall nominate one arbitrator.
- 13.7. If a party fails to make a nomination of an arbitrator within 30 days after receipt of

a party's nomination of an arbitrator, or within the period otherwise agreed by the parties, the Registrar acting in consultation with the Governing Council shall appoint an arbitrator on its behalf.

13.8. The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and in accordance with the agreement of the parties.

13.9. The Arbitral Tribunal shall be deemed to have been constituted on the date of notification of the appointment of the Arbitral Tribunal to the parties.

14. Challenge of Arbitrators:

14.1 A party to an arbitration may make a request for removal ("Removal Request") of an arbitrator appointed to the Arbitral Tribunal to the Registrar only on the grounds that:

- a. there exist justifiable doubts as to the arbitrator's impartiality or independence;
- b. the arbitrator suffers from serious health concerns, refuses or becomes unable to perform his or her functions or for other reasons fails to act without undue delay; or
- c. a material change has occurred in respect of matters disclosed by the arbitrator which renders his or her appointment unsuitable.

14.2 A party may challenge the arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made.

15. Removal Request:

15.1 A party that intends to challenge an arbitrator shall file a request with the Registrar for the removal of such arbitrator ("Removal Request") in accordance with the requirements of Article 14.1 within 15 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 15 days of the party becoming aware of the circumstances referred in Article 14.1.

15.2 The Removal Request shall be made in writing and shall state the reasons for the challenge of an arbitrator together with all relevant evidence in support of the challenge. The party filing a Removal Request shall, at the same time as it files the notice of challenge with the Registrar, send the notice of challenge to the other party, the arbitrator who is being challenged and the other members of the Arbitral

Tribunal.

16. Challenge Proceedings and Decision:

- 16.1 Upon receipt of the Removal Request, the Registrar may, after considering the relevant material and circumstances and in consultation with the Governing Council, order a suspension of the arbitral proceedings until the resolution of the challenge. Unless the Registrar orders a suspension of the proceedings, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending a decision on the Removal Request.
- 16.2 Unless the parties agree to the Removal Request (in which case the arbitrator shall be removed by ACIAM), or the challenged arbitrator resigns within 7 days of the receipt of the Removal Request or as soon as possible thereafter, the Governing Council shall decide the Removal Request.
- 16.3 15.3. Prior to making its decision, the Governing Council shall invite and consider comments from all other parties, and also consult members of the Arbitral Tribunal, including the challenged arbitrator. The Governing Council, where it considers necessary, may grant a hearing to the parties and the arbitrator against whom a Removal Request is filed.
- 16.4 15.4. The Governing Council shall make its decision in writing and furnish brief reasons for the decision within 15 days of the receipt of the Removal Request or as soon as possible thereafter.
- 16.5 15.5. A copy of the decision on the Removal Request shall be transmitted by the Registrar to the parties, the challenged arbitrator and to other members of the Arbitral Tribunal.

17. Replacement of Arbitrators:

- 17.1 Where the mandate of an arbitrator is terminated under Article 16, or otherwise, another arbitrator shall be appointed within 14 days in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.

17.2 Any right of a party to re-nominate an arbitrator pursuant to the removal of an arbitrator shall be deemed to be waived if not exercised within 14 days, after which the Registrar shall have the right to appoint the replacement arbitrator in accordance with Articles 13.

17.3 If the sole arbitrator or chairperson of the Arbitral Tribunal is replaced, any hearings held previously shall be repeated unless otherwise agreed by the parties. Where any other arbitrator is replaced, any hearings held previously may be repeated at the discretion of the Arbitral Tribunal after consulting with the parties.

17.4 If the Arbitral Tribunal has issued any interim or partial Award, any hearings related to issues decided by such Award shall not be repeated, and the said Award shall remain valid and binding.

18. Seat of the Arbitration:

18.1 The seat of the arbitration shall be the seat designated by the parties in the arbitration agreement.

18.2 In the absence of a seat being designated by the parties in the arbitration agreement, the parties may agree in writing as to the seat of the arbitration, failing which the seat shall be determined by the Arbitral Tribunal having regard to the circumstances of the case.

19. Venue of any Physical Hearing:

19.1 Unless otherwise agreed by the parties, the venue(s) of any physical hearing shall be fixed by the Arbitral Tribunal after considering the proposals and views of the parties.

20. Party Representatives:

20.1 Any party may be represented by legal practitioners or any other authorized representatives. The Registrar and/or the Arbitral Tribunal may require proof of authority of any party representatives.

20.2 After the constitution of the Arbitral Tribunal, any change or addition by a party to

its representatives shall be promptly communicated in writing to the parties, the Arbitral Tribunal and the Registrar. However, if a change in representative(s) creates a conflict of interest for any member of the Arbitral Tribunal, such party shall obtain the permission of the Arbitral Tribunal for such change.

21. Language of the Proceedings:

- 21.1 Unless otherwise agreed by the parties, the Arbitral Tribunal shall conduct the arbitration proceedings in English. .

22. Jurisdiction:

- 22.1 Notwithstanding anything contained in Article 12, where objections to the jurisdiction of the Arbitral Tribunal have been raised, the Arbitral Tribunal may bifurcate the proceedings in its discretion and expeditiously decide the objections to its jurisdiction.
- 22.2 The 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. For this purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not result ipso jure in the invalidity of the arbitration agreement.

23. Applicable Law:

- 23.1 The Arbitral Tribunal shall apply the law or rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Arbitral Tribunal shall apply the law or rules of law which it determines to be appropriate in the facts and circumstances of the case.
- 23.2 The Arbitral Tribunal shall decide in accordance with the terms of the applicable contract and shall take into account any usage of trade applicable to the transaction to the extent that the Arbitral Tribunal considers it relevant to the arbitration.
- 23.3 The Arbitral Tribunal shall assume the powers of an amiable compositeur or decide ex aequo et bono only if the parties have agreed to confer such powers on the Arbitral Tribunal

24. Confidentiality:

- 24.1 The parties undertake as a general principle to keep confidential all orders and Awards made in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain as well as any information contained in any of the foregoing, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an Award or order in legal proceedings before a state court or other legal authority. The parties shall seek the same undertaking of confidentiality from all those that it involves in the arbitration, including but not limited to any authorized representative, witness of fact, expert or service provider.
- 24.2 Article 24.1 shall also apply, with necessary changes, to the Arbitral Tribunal, any Tribunal Secretary and any expert to the Arbitral Tribunal. Notwithstanding any other provision of the IAMC Rules, the deliberations of the Arbitral Tribunal shall remain confidential to its members and if appropriate any Tribunal Secretary, save as required by any applicable law.

25. Hearings:

- 25.1 Unless the parties have agreed on a documents-only arbitration or as provided in these Rules, the Tribunal shall, if either party so requests or the 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.
- 25.2 The Tribunal may, in advance of any hearing, submit to the parties a list of questions which it wishes them to answer.
- 25.3 The Tribunal shall fix the date, time and place of any meeting or hearing and shall give the parties reasonable notice of these.
- 25.4 The Tribunal may decide, after consulting the parties, and taking account of all the circumstances of the case, that any hearing will be conducted by physical attendance or remotely by videoconference, telephone or other form of communications technology with participants in one or more geographical places (or in a combined form).

- 25.5 If any party to the proceedings fails to appear at a hearing without showing sufficient cause for such failure, the Tribunal may proceed with the hearing and may make the Award based on the pleadings and evidence before it.
- 25.6 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.

26. Powers of the Arbitral Tribunal:

- 26.1 In addition to the powers specified in these Rules, the Arbitral Tribunal shall enjoy any inherent powers that may be available to it under the applicable law or pursuant to an agreement between the parties.

27. The Award:

- 27.1 The Arbitral Tribunal shall make its Award in writing and affix the physical or electronic signatures of the arbitrator(s). Any electronic signature application shall have been approved by the Registrar. The Award shall state the reasons upon which it is based unless the parties have agreed that no reasons are to be given.
- 27.2 The Award shall state the date when the Award is made and shall be deemed to be issued on that day at the seat of the arbitration.
- 27.3 Where an arbitrator does not join with the majority in the decision in the Award, such arbitrator may provide a dissenting or concurring opinion separately. If any arbitrator refuses or fails to sign an Award, the signatures of the majority or (failing a majority) of the presiding arbitrator shall be sufficient, provided that the reason for any omitted signature is stated in the Award by the majority or by the presiding arbitrator.
- 27.4 Prior to the Award and the opinion of the dissenting and/or concurring arbitrator being communicated, the draft(s) of the same shall be scrutinized by the Registrar who may, as soon as practicable, suggest modifications as to the form of the Award and without affecting the Arbitral Tribunal's liberty to decide the dispute, draw the Arbitral Tribunal's attention to points of substance – The Arbitral Tribunal shall consider the suggestions of the Registrar and carry out any corrections or revisions to the

Award as may be considered appropriate by the Arbitral Tribunal. No Award shall be made or communicated by the Arbitral Tribunal until it has been approved by the Registrar as to its form.

- 27.5 The Arbitral Tribunal may make separate partial Awards on different issues at different times during the proceedings. Where such partial Awards have been issued, a reference to such Awards shall be made in the final Award.
- 27.6 The Award shall be delivered to the Registrar, who, upon final settlement of the costs of the arbitration, shall communicate the signed copy of the Award to each of the parties.
- 27.7 Unless the parties have agreed otherwise, the Arbitral Tribunal may order that simple or compound interest shall be paid by any party on any sum awarded at such rates as the Arbitral Tribunal decides to be appropriate in respect of any period which the Arbitral Tribunal decides to be appropriate ending not later than the date upon which the Award is complied with.

28. Correction of Awards, Interpretation and Additional Awards:

- 28.1 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Arbitral Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. If the Arbitral Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original Award or in a separate memorandum, shall constitute part of the Award.
- 28.2 The Arbitral Tribunal may correct any error of the type referred to in Article 18.1 on its own initiative within 30 days of the date of the Award.
- 28.3 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Arbitral Tribunal to make an additional Award as to claims presented in the arbitration but not dealt with in the Award. If the Arbitral Tribunal considers the request to be justified, it shall make the additional Award within 45 days of receipt of the request.
- 28.4 The Registrar may, if necessary, extend the period of time within which the Arbitral Tribunal shall make a correction of an Award or an additional Award under this

Article.

29. Costs of the Arbitration:

- 29.1 The Tribunal's fees and the ACIAM's fees shall be fixed by the Registrar in accordance with the Schedule of Fees in force at the time of commencement of the arbitration and the stage of the proceedings at which the arbitration ended.
- 29.2 In no circumstances shall the Tribunal be entitled to charge any form of sitting fee or fixed fee for attendance at hearings.
- 29.3 The Tribunal's reasonable expenses necessarily incurred and other allowances shall be reimbursed.
- 29.4 The Tribunal shall specify in the Award the total amount of the costs of the arbitration. Unless the parties have agreed otherwise, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.
- 29.5 The term "costs of the arbitration" includes – (a) the Tribunal's fees and expenses and the Emergency Arbitrator's fees and expenses, where applicable; (b) the ACIAM's administrative fees and expenses; (c) the fees and expenses of any Tribunal Secretary; and (d) the costs of expert advice and of other assistance reasonably incurred by the Tribunal.
- 29.6 In making decisions as to costs, the Tribunal may take into account such circumstances as it considers relevant, including but not limited to – (a) the scale and complexity of the dispute; (b) the extent to which each party has conducted the arbitration in an expeditious and cost effective manner; and(c) any third-party funding arrangement.

30. Limitation of Liability:

- 30.1 The arbitrators, an Emergency Arbitrator, IAMC (including its officers and employees), the Board of Trustees and its members, the Governing Council and its members, any Tribunal Secretary or expert appointed by the Arbitral Tribunal shall not be liable to any party howsoever for any act or omission arising out of or in connection with any arbitration save: (i) where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party; or (ii) to the extent that any part of this provision is shown to be prohibited by any applicable law.

30.2 Any party agreeing to arbitration under or in accordance with the ACIAM Rules irrevocably agrees that the courts of India shall have exclusive jurisdiction to hear and decide any action, suit or proceedings between that party and the arbitrators,, ACIAM (including its officers and employees), the Board of Trustees and its members, the Governing Council and its members, any Tribunal Secretary or expert appointed by the Arbitral Tribunal, which may arise out of or in connection with any such arbitration and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of India.

31. Waiver:

31.1 A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the Arbitral Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Arbitral Tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

32. Fees and Deposits:

32.1 The fees and expenses of the Arbitral Tribunal and ACIAM's Administrative Fees shall be determined by the Registrar. The schedule of fees in force at the time of receipt of the Arbitration Request shall be applicable to the arbitration.

32.2 The Registrar shall, from time to time, fix the number of deposits to be made towards the costs of the arbitration, and the timelines for payment. Unless the Registrar 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 Registrar may fix separate deposits on costs for claims and counterclaims, respectively.

32.3 The Registrar shall make a provisional estimate of costs of the arbitration where the amount of the claim or the counterclaim or the relief claimed is not quantified or quantifiable at the time where the payment of deposits is due. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available. In cases where non pecuniary relief is claimed, the Registrar shall finally

determine the cost of arbitration, in consultation with the Governing Council.

- 32.4 Save for exceptional circumstances, the Arbitral Tribunal should not proceed with the arbitration without having ascertained from the Registrar that ACIAM is or will be in requisite funds as regards outstanding and future costs of the arbitration.
- 32.5 If a party fails to make any deposit within the time specified, the Registrar may, after consulting with the Arbitral Tribunal and the parties, direct the Arbitral Tribunal to suspend work and set a time limit 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.
- 32.6 Where one party fails to pay its share of the deposit, the other party may pay that share: Provided further that where the other party also does not pay the aforesaid share in respect of the claim or the counterclaim, the Arbitral Tribunal may suspend or terminate the arbitral proceedings in respect of such claim or counterclaim, as the case may be.
- 32.7 If the disputes referred to arbitration are settled or withdrawn or the arbitration is terminated prior to the making of an Award, the costs of the arbitration shall be determined by the Registrar having due regard to the circumstances of the case, including the stage of proceedings at which the disputes have been settled or withdrawn or the arbitration terminated. In the event that the costs of the arbitration so determined are less than the total amount of deposits received by ACIAM, the excess amount shall be transferred by ACIAM to the parties in the same proportions and to the same parties as the deposits were paid to ACIAM, subject to any order of the Arbitral Tribunal or agreement between the parties.
- 32.8 36.8. All deposits shall be made to, and held by, ACIAM. Such payments by the parties may be applied by ACIAM to pay any item of the costs of the arbitration (including ACIAM's own fees and expenses). The parties agree that IAMC shall not act as trustee and its sole duty to the parties in respect of the deposits shall be to act pursuant to these Rules. Any interest which may accrue on such deposits shall be retained by ACIAM.

33. General Rules:

- 33.1 For all matters not expressly provided in these Rules or the arbitration agreement,

IAMC, the Arbitral Tribunal, any Tribunal Secretary and each of the parties shall act at all times in good faith, respecting the spirit of these Rules and the arbitration agreement, and shall make every reasonable effort to ensure that any Award is legally recognized and enforceable.