

IDAC India's Online Arbitration Rules 2019



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Online Arbitration Rules

Article 1. General

Online Arbitration Rules to resolve independently, impartially, efficiently and economically, disputes arising from economic and trade transactions of a contractual or non-contractual nature as well as other economic and trade disputes upon the agreement of the parties.

Article 2. Definition

1. "IDAC India" refers to the International and Domestic Arbitration Centre.
2. "IDAC India Panel of Arbitrators" refers to the present International and Domestic Arbitration Centre's Panel of Arbitrators;
3. "IDAC India Online Dispute Resolution Center Website" refers to a specialized website developed by the IDAC India to resolve online disputes. The current website address of the IDAC India Online Dispute Resolution Center is _____;
4. "Written Form" refers to information-carrying forms, such as contracts, correspondence and data messages (including electronic data interchange and emails), which can tangibly exhibit their contents and may be accessed at any time for subsequent reference.
5. "Electronic Evidence" refers to data messages that are generated, sent, received or stored by electronic, optical, magnetic, or other similar methods;
6. "Electronic Signature" refers to data in electronic form, in or attached to a data message, used to identify a signer and to express his acknowledgment of the content of the data message;

Article 3. Online Arbitration Rules

These Rules shall govern any disputes accepted by IDAC India for arbitration where the parties have agreed to resolve their disputes through IDAC India Online Arbitration Rules. IDAC India Online Arbitration Rules, notwithstanding any other agreement to this effect between the parties to the disputes, shall prevail for conduct of the Online Arbitration through IDAC India. When parties have opted to resolve their dispute through IDAC India, it also signifies their acceptance of resolution of disputes through a Single Member Arbitral Tribunal through Online Arbitration.

Article 4. Online Dispute Resolution through IDAC India

Where the parties agree to refer their dispute to arbitration under these Rules without providing the name of an arbitration institution, they shall be deemed to have agreed to refer the dispute for arbitration by IDAC India.

Article 5. Arbitration Agreement

An "Arbitration Agreement" is either an arbitration clause incorporated in a contract agreed by and between the parties or any other form of a written agreement between the parties providing for the settlement of disputes by arbitration.

The arbitration agreement shall be in writing. An arbitration agreement is in writing if it is contained in a tangible form of a document, such as a contract, letter, electronic data interchange (EDI), or email.

Article 6. Validity of Arbitration Agreement

IDAC India shall have the power to determine the existence and validity of an arbitration agreement and its jurisdiction over an arbitration case. IDAC India may, if necessary, delegate such power to the arbitral tribunal.

The arbitration shall proceed regardless of an objection by either party to the validity of the arbitration agreement and/or jurisdiction over the arbitration case.

Article 7. Seat / Place of Arbitration

The parties may agree on the seat and place of arbitration to be held anywhere in India. Failing such an agreement, the seat / place of arbitration shall be Delhi/Mumbai. The venue of Arbitration shall be jointly agreed upon by the parties.

Article 8. Online Submission of Information/Documents

Uploading of information/documents through IDAC India's Online Web Portal shall be deemed to have been submitted upon receipt of E-mail through IDAC India's Online Web Portal. On failure to upload the information/document, Arbitral Tribunal/parties shall notify to IDAC India about non-receipt/unsuccessful upload of information/document. In such case, IDAC India shall assist the affected party in uploading the information/documents. The record of submission or transmission of information/document, through IDAC India Online Web Portal, shall be deemed to satisfy the requirements of these Rules that Notices, pleadings, documentation or any other communications has been submitted.

Article 9. Uploading of Information/Documents

All documents, notices and written materials relating to Online Arbitration shall be uploaded on Online Portal provided by IDAC India. Parties shall send original documents duly notarized to IDAC India office @ 1008, Ocean, Sarabhai Road, Nr. Genda Circle, Vadodara – 390023 (Gujarat). The Arbitral Tribunal will also upload the documents on Online Portal of IDAC India

Parties shall submit their requests for arbitration, statement of claim, statements of defense, counter claim(if any), written statements, evidence and other documents and materials related to the arbitration through Online Portal of IDAC India.

Article 10. Rules of Submission of Information/Document

Any document submitted or transmitted under these Rules shall conform to the following requirements:

- (a) The parties in dispute shall upload their documents through the Portal and once an uploading is done by a party, all the parties, Arbitrator as well as IDAC shall be automatically notified by a system generated email.
- (b) Neither party nor anyone acting on its behalf may have any unilateral communication with the Arbitral Tribunal. All communications between a party and the Arbitral Tribunal shall be conducted through IDAC India.
- (c) It shall be the responsibility of the sender of a document to retain records of the fact and circumstances of the sending, which shall be made available for inspection by the related parties and for reporting purposes;
- (d) In the event that a party uploading a document is notified of the non-uploading of the document or believes it has not been uploaded successfully, the party shall promptly notify IDAC India of the circumstances of the notification. Further proceedings concerning the communication and any response shall be directed by IDAC India;
- (e) Any party that changes its specified means of communications, addresses or any other contact details shall promptly notify IDAC India.

Article 11. Uploading/Submission of Communication

Any communication to the Arbitral Tribunal, Claimant or to the Respondent under these Rules shall be made by uploading on Online Portal of IDAC India as specified by IDAC India.

All communication and documents under these rules shall be made by uploading the same on Online Portal of IDAC India under the specific ID & Password given to the Arbitral Tribunal,

Claimant and Respondent respectively. All communications and documents will be deemed as uploaded on receipt of an auto generated e-mail by the Arbitral Tribunal, Claimant, Respondent and IDAC India.

Further, if any communication is made under special circumstances, the same shall be deemed to have been received by the receiver as under;

- a. If by postal or courier service: on the date marked on the tracer
- b. If by other effective methods: on the date the message was actually received or should have been received by the receiver according to the method

Article 12. Time Period

Except as otherwise provided in these Rules, the time periods stipulated in these Rules shall begin to run on the first day when the communication is deemed to have been received as defined under Article 11.

Article 13. Storage of Information

IDAC India shall make reasonable efforts to ensure secure online transmission of case data among the parties, the arbitral tribunal and IDAC India, and to store case information through data encryption.

IDAC India shall not be liable for loss where data transmitted online is acquired by persons other than the intended receiver due to Internet system failure during the arbitral proceedings.

Article 14. Arbitral Proceedings

The arbitral proceedings shall commence on the date on which IDAC India receives a Request for Arbitration.

Article 15. Requisites of Arbitration Application

A party applying for arbitration shall meet the following requirements:

1. Submit a written Request for Arbitration signed by and/or affixed with the seal of the Claimant and/or his authorized representative(s) and released on the IDAC India Online Dispute Solution Center website, which shall include:

- a. The names, addresses and methods of communication of the Claimant and the Respondent, including their zip codes, telephone numbers, fax numbers, email addresses and any other means of electronic communication;
 - b. The designated method of communication of the Claimant;
 - c. A reference to the arbitration agreement invoked;
 - d. The claim;
 - e. A statement of the facts of the case and the main issues in dispute;
 - f. The facts and grounds on which the claim is based.
2. Attach to the Request for Arbitration the relevant evidence supporting the facts on which the Claimant's claim is based.
 3. Make payment of the arbitration fee in advance to IDAC India according to its "Arbitration Fee Schedule of Online Arbitration Cases".

Article 16. Satisfaction of Requirement of Arbitration

Where IDAC India finds that a Request for Arbitration satisfies the requirements for arbitration, it shall notify the parties in writing of its acceptance of the Request within five (5) days from the date of receipt of the Request. Should IDAC India find that the Request for Arbitration does not satisfy the requirements for arbitration, it shall notify the parties in writing of its rejection of the Request with reasons.

Article 17. Notification of IDAC's Web Portal

When IDAC India sends to the Claimant the Notice of Arbitration indicating its acceptance of the Request for Arbitration, it shall also provide the Claimant with the Internet address of the websites where the Claimant can consult these Rules, IDAC India Arbitration Rules and the IDAC India's Panel of Arbitrators. According to the specific circumstances of each case, IDAC India may also attach copies of the above documents to the Notice of Arbitration.

When IDAC India sends to the Respondent the Notice of Arbitration indicating its acceptance of the Request for Arbitration, it shall also provide the Respondent with the Internet address of the websites where the Respondent can consult the Claimant's Request for Arbitration, these Rules, IDAC India Arbitration Rules and the IDAC India's Panel of Arbitrators. According to the specific circumstances of each case, IDAC India may also attach copies of the above documents to the Notice of Arbitration.

Article 18. Submission of Response

The Respondent shall submit its written Statement of Defense and the relevant evidence to IDAC India within time line laid by Arbitral Tribunal from the date of receipt of the Notice of Arbitration. The Statement of Defense shall be signed by and/or affixed with the seal of the Respondent and/or his authorized representative(s), and shall include:

- a. The names, addresses and methods of communication of the Respondent, including the zip code, telephone numbers, fax numbers, email addresses or any other means of electronic communication;
- b. The designated methods of communication of the Respondent;
- c. The defense to the Request for Arbitration setting forth the facts and grounds on which the defense is based; and
- d. The relevant evidence supporting the defense.

If the Respondent wishes to file a Counterclaim, if any, it must do so in writing along with the statement of its defense within the above mentioned time period.

Article 19. Submission of Claim Statement

The Claimant shall submit its written Statement of Defense to the Respondent's Counterclaim with IDAC India within the time line framed by Arbitral Tribunal from the date of receipt of the Respondent's Statement of Counterclaim.

Article 20. Extension of Time Period

The time periods mentioned in Articles 18 and 19 may be extended if the arbitral tribunal believes that there exist justifiable reasons.

Article 21. The Arbitral Tribunal

The arbitral tribunal shall consist of a Sole Arbitrator only who shall be appointed jointly by the parties in dispute from the Panel of Arbitrators provided by IDAC India. In case, the parties to the dispute do not agree on the name of a Sole Arbitrator, the decision of IDAC India, regarding nomination of the Sole Arbitrator will be final and binding on the parties to dispute. The appointment of the Arbitrator will be made within a period of 30 days from the date of receipt of request from a party for dispute resolution through Online Arbitration.

Article 22. Joint Agreement of Appointment of Arbitrator

However, where the parties have jointly agreed to appoint an arbitrator from outside of IDAC India's Panel of Arbitrators for conduct of Online Arbitration through IDAC India, the arbitrator so appointed by the parties may act as arbitrator after the appointment has been confirmed by IDAC India. IDAC India is not required to make explanation on the confirmation or rejection of an arbitrator appointed or nominated in such a manner.

Article 23. Declaration by Arbitral Tribunal

The Sole Arbitrator so appointed by the parties or by IDAC India shall sign a Declaration disclosing to IDAC India and to all concerned, any circumstances which are likely to give rise to justifiable doubts as to his or her impartiality or independence.

Article 24. Multiple Parties

Where there are two or more Claimants and/or Respondents in an arbitration case, they shall through consultation among themselves, jointly appoint a Sole Arbitrator from among the Panel of Arbitrators provided by IDAC India. If, however, parties to the dispute are not able to appoint a Sole Arbitrator in the manner specified herein before, IDAC India shall appoint the Sole Arbitrator and the nomination of such a Sole Arbitrator will be final and binding on the parties to the dispute.

Article 25. Conduct of Arbitral Proceedings

The Arbitral Tribunal may conduct the arbitration in any way that it deems appropriate. However, under any circumstances, the arbitral tribunal shall treat the parties equally and afford each party reasonable opportunity to present its case. According to the specific circumstances of each case, the arbitral tribunal may adopt approaches including issuing procedural orders in order to ensure the speed and efficiency of arbitration proceedings. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of evidence in its orders issued from time to time. However, normally online arbitration proceedings will be conducted only within the Time-Line laid down by Arbitral Tribunal generally keeping the following in view:

- I. Online Submission of Statement of Claims with Affidavit along with relied upon documents on IDAC India's Web Portal.
- II. Online Submission of defense statement with counter claim, if any, and Affidavit along with relied upon documents on IDAC India's Web Portal.

- III. Online Submission of rejoinder/amendment to the claim by the claimant with Affidavit on IDAC India's Web Portal.
- IV. Online Submission of amendment to defense statement and counter claim, if any, along with Affidavit by respondent, on IDAC India's Web Portal.
- V. Online Submission of affidavit of the witnesses by parties on IDAC India's Web Portal.
- VI. Online Submission of admission and denial of documents by parties on IDAC India's Web Portal.
- VII. Online Declaration by Arbitral Tribunal of the closing of pleadings with the consent of parties to dispute once the claim statement, defense statement with counter claim, rejoinder and amended defense statement along with the affidavits of the witness is received on IDAC India's Web Portal.
- VIII. Online Framing of Issues for adjudication by Arbitral Tribunal on IDAC India's Web Portal.
- IX. Online Examination of witness of the claimant by way of answers through interrogatories by the respondent/counsel on IDAC India's Web Portal.
- X. Online Examination of witness of the claimant by way of answers through supplementary interrogatories, if required, by the respondent/counsel on IDAC India's Web Portal.
- XI. Online Examination of witness of the respondent by way of answers through interrogatories by the claimant/counsel on IDAC India's Web Portal.
- XII. If any party wishes to cross examine other party's witness he shall apply to IDAC for same. IDAC India will inform the party of acceptance of the request with time-line and the manner in which the same is to be done and the cost of the same for compliance.
- XIII. Online Declaration by Arbitral Tribunal of closure of examination/cross examination by parties to the dispute on IDAC India's Web Portal.
- XIV. Online Submission of written argument by parties on IDAC India's Web Portal.
- XV. Declaration of making the Award by the Arbitral Tribunal as per Article 31.

If, however, any of the parties to the dispute wants any personal hearing/examination/cross examination of the witnesses, the same shall be decided by the Arbitral Tribunal taking the facts and circumstances of the matter to conduct personal hearing/examination and cross examination. The decision of the Arbitral Tribunal shall be final and binding in this regard. Where Personal hearing is to be held, it shall be conducted by means of online Personal hearings such as video conferencing or other electronic or computer communication forms. If still, the Arbitral Tribunal decides to hold traditional Personal hearings in person based on the specific circumstances of each case, the same shall be subject to the levy of such cost as the Arbitral Tribunal may decide on whose request the personal hearing/examination and cross examination has been accepted by the Arbitral Tribunal.

Article 26. Evidence

The evidence submitted by the parties may be electronic evidence that is generated, sent, received or stored by electronic, optical, magnetic or other similar means.

The following factors shall be taken into consideration when the authenticity of electronic evidence is examined:

- (a) The reliability of the methods used to generate, store or transmit the data message;
- (b) The reliability of the methods used to maintain the integrity of the contents of the data message;
- (c) The reliability of the methods used to identify the sender of the data message;
- (d) Other relevant factors.

Electronic evidence with a reliable electronic signature shall have the same admissibility and weight as evidence with a handwritten signature or affixed seal.

Article 27. Time Period for Evidence

Where a time period for producing evidence has been agreed upon by the parties or has been set by the arbitral tribunal, the parties shall submit their evidence to the arbitral tribunal within the specified time period.

Unless otherwise agreed by the parties or decided by the arbitral tribunal, the arbitral tribunal may refuse to admit any written statement or evidence submitted by any party after the expiration of the time period for producing evidence. The arbitral tribunal may, at its sole discretion, request that the parties submit additional statements or documents related to the case.

Article 28. Investigation of Facts by Arbitral Tribunal

The arbitral tribunal may, if necessary, investigate facts and collect evidence related to the case from e-commerce service providers, logistics distribution companies and payment banks, etc. The arbitral tribunal may make requests of the parties at its sole discretion, and the parties are obligated to cooperate actively and positively with the tribunal.

The arbitral tribunal shall, through IDAC India, transmit the evidence collected by itself to the parties and afford them an opportunity to comment.

Article 29. Conduct of Online Arbitration Proceedings

The Arbitration Proceedings shall be conducted in all cases where the disputed amount does not exceed Rs. 50, 00,000, or to any case where the disputed amount exceeds Rs 50, 00,000 but one party agrees for arbitration under IDAC India's Online Arbitration Rules in writing.

Where no monetary claim is specified or the amount in dispute is not clear, IDAC India shall determine, after getting full details from the party applying for Arbitration, that the Arbitration can be conducted under IDAC India's Online Arbitration Rules and it will inform to the party applying for the Arbitration the manner in which it is to be conducted and the cost involved therein.

Article 30. Draft Award

The arbitral tribunal shall submit a draft award to IDAC India for its scrutiny before signing the award. IDAC India may bring an issue or issues in the award to the tribunal's attention on the condition that the arbitral tribunal's independence in rendering the award remains unaffected.

Article 31. Arbitral Award

The arbitral tribunal shall make an award within one hundred and eighty (180) days from the date on which the arbitral tribunal is formed.

Upon the request of the arbitral tribunal, IDAC India may extend the above time period if he or she considers it truly necessary and the reasons for the extension are justified and duly recorded.

The award shall be made in written form on a stamp paper of appropriate value which shall contain the date on which the award is made as well as the place where the award is made, and shall be signed by the Arbitral Tribunal, with the official seal of IDAC India affixed to it.

Arbitral Tribunal will declare the making of Award online on IDAC India's Web Portal which shall be followed by sending hard copy to parties. One signed copy of the award will be sent by IDAC India to each of the parties in dispute by Registered Post.

Article 32. Online Arbitration Fees

Online Arbitration fee Includes Arbitral Tribunal's Fees, Filing & Administrative expenses of IDAC India, Online Portal charges for Arbitration and Para legal expenses as per following schedule.

IDAC India's Fee Structure for Online Arbitration.

Sr. No.	Sum in dispute	Model Fee	Filing Fees (In Rs.)	Administrative Charges	Total Fees
1	Up to Rs. 2,00,000	Rs. 15,000/-	-	-	Rs. 15,000/-
2	Above Rs. 2,00,001/- and up to Rs. 3,00,000/-	Rs. 20,000/-	-	-	Rs. 20,000/-
3	Above Rs. 3,00,001/- and up to Rs. 5,00,000/-	Rs. 25,000/-	-	-	Rs. 25,000/-
4	Above Rs. 5,00,001/- and up to Rs. 20,00,000/-	Rs. 35,000/-	Rs. 5,000/-	1.5% of the Claim Amount	Rs. 40,000/- + 1.5% of the Claim Amount
5	Above Rs. 20,00,001/- and up to Rs. 50,00,000/-	Rs. 50,000/-	Rs. 7,500/-	1% of the Claim Amount	Rs. 57,500/- + 1% of the Claim Amount
6	Above Rs. 50,00,001/- and up to Rs. 1,00,00,000/-	Rs. 75,000/-	Rs. 10,000/-	1% of the Claim Amount	Rs. 85,000/- + 1% of the Claim Amount
7	Above Rs. 1,00,00,001/- and up to Rs. 5,00,00,000/-	Rs. 1,00,000/-	Rs. 15,000/-	1% of the Claim Amount	Rs. 1,15,000/- + 1% of the Claim Amount
8	Above Rs. 5,00,00,001/-	Rs. 1,25,000/-	Rs. 20,000/-	1% of the Claim Amount	Rs. 1,45,000/- + 1% of the Claim Amount
Notes:	1. In the event, the arbitral tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty five per cent, on the fee payable as per the table set out above.				
	2. Fifty Percent (50%) of the Arbitration Fee along with full Filing & Administrative Charges is to be paid along with the application for appointment of an Arbitrator by a Cheque drawn in favor of IDAC INDIA. Balance Fifty Percent (50%) shall be paid on conclusion of hearing.				
	3. The Above Arbitrators fee, filing fee and Administrative Charges will be applicable on the value of Counter Claims (If any) also and will be payable along with filing fee of Counter Claim in similar manner as at 2 above.				
	4. The Above Fee structure is, subject to review, as and when the revision in fee payable is made under Fourth Schedule of Arbitration & Conciliation Act 1996 as amended.				
	5. GST will be charged extra on the above fees as per applicable Law.				
	6. Travelling, Lodging, Boarding will be extra from the above fee structure.				

Article 33. Advance Cost/Deposits :

- 33.1 IDAC India may direct the parties to deposit certain amounts towards the cost of the arbitration in advance. Such deposits shall be held by IDAC India and shall be released towards payments accrued during the course of the arbitration.
- 33.2 The Arbitral Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be borne equally by the parties in dispute.
- 33.3 The total cost of the arbitration shall be equally borne by the parties to the arbitration.
- 33.4 Failure by the Claimant to deposit the required fee within the time stipulated by IDAC India shall amount to withdrawal of the claim.
- 33.5 Failure by the respondent to deposit the required fee within the time stipulated by IDAC India shall amount to withdrawal of the counter claim, if any.
- 33.6 In case, if the respondent does not deposit the fee within time stipulated by IDAC India towards the claim amount, the claimant has to deposit the same with IDAC India as and when called upon to do so and include the amount in their claim at any stage of the proceedings.
- 33.7 IDAC India may direct the parties to pay further deposits as and when required during the course of the arbitral proceedings. IDAC India may direct the Tribunal to suspend proceedings if the Parties fail to pay the deposits on time
- 33.8 All deposits shall be made to and held by the IDAC and no payment shall be made to the Arbitrator(s) directly by the Parties. Any interest which may accrue on such deposits shall be retained by the IDAC.
- 33.9 If the arbitration is settled or disposed of without a hearing, the costs of arbitration shall be finally determined by IDAC India. IDAC India shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or disposed. In the event that the costs of arbitration determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.
- 33.10 If the arbitration is either withdrawn or terminated by the act or default of any parties after constitution of the arbitral tribunal, any fee, charges, deposited by the Parties shall not be refundable.

Article 34. Miscellaneous

IDAC India Online Dispute Resolution Center is authorized by IDAC India to accept cases submitted for arbitration according to these Rules.

Article 35. Inconsistency in Rules

In the event of any inconsistency between these Rules and IDAC India Arbitration Rules, these Rules shall prevail.

IDAC India shall make decision where the application of these Rules conflicts with the IDAC India Arbitration Rules.

Article 36. Interpretation of Rules

IDAC India is responsible for interpreting these Rules, whose decision in this regard shall be final and binding on all concerned.