



International and Domestic Arbitration Centre India

**IDAC India's Online Domestic Arbitration Rules - 2020**

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# IDAC INDIA'S ONLINE DOMESTIC ARBITRATION RULES

**Effective from 17.08.2020 onwards**

## **Article 1 – General**

These Rules are formulated by IDAC India, in order to formulate a transparent procedure to independently, impartially and efficiently resolve the commercial disputes arising out of any contract by means of online arbitration system. This system would facilitate the parties and their counsels to fight the case, without travelling to the seat of arbitration.

## **Article 2 – Definition**

- i. **“IDAC India”** refers to the International and Domestic Arbitration Centre.
- ii. **“IDAC India Online Arbitration Platform”** is a platform developed and owned by IDAC India for handling online arbitrations referred to IDAC India.
- iii. **“IDAC India Panel Of Arbitrators For Online Arbitrations”** refers to the panel of arbitrators, who are trained by IDAC India to conduct arbitrations using the online platform.
- iv. **“Written Form”** means any document produced by the party in the arbitration proceedings including pleadings, contracts correspondence and data messages (including electronic data interchange and emails).
- v. **“Electronic Evidence”** refers to data messages that are generated, sent, received are stored by electronic, optical, and magnetic or any other such methods.
- vi. **“Electronic Signature”** refers to an electronic document which is signed electronically confirming the contents of the electronic document.
- vii. **“Online Oral Evidence”** refers to evidence (including examination and cross examination of a witness) conducted online by the Arbitral Tribunal for the purpose of recording the evidence of the parties, if permitted by the Arbitral Tribunal.

- viii. **“Online Oral Hearing”** refers to a hearing conducted online by the Arbitral Tribunal for the purpose of advancing the oral arguments of the parties.
- ix. **“Case Window”** refers to a web page created by IDAC India, giving access to the arbitrator, case manager, IDAC Administration, Counsels for the parties, Parties to the proceedings etc.
- x. **“Login Details”** refers to the username and password generated by IDAC India and provided to the arbitrator, case manager, IDAC Administration, Counsels for the parties, Parties to the proceedings etc. The login details are confidential in nature and the respective party/person shall be held responsible and accountable for any activity done using the login details. Even though IDAC India provides the first password, the persons using the case window are advised to change the password so that confidentiality of the password is ensured.

### **Article 3 – Online Domestic Arbitration Rules**

**“IDAC India Domestic Arbitration Rules”** is the set of rules framed by the institution in order to administer domestic arbitration cases by virtual mode. The said rules will be applicable only if a minimum of one party to the arbitration agreement is an Indian company. In addition to that the parties to the arbitration agreement ought to have specifically stated in their arbitration clause to resolve their disputes arising out of or relating to a contract under IDAC arbitration rules through online mode. If the contract between the parties does not contain providing for dispute resolution among them under IDAC arbitration rules through online mode, they can enter into a separate agreement providing for dispute resolution among them under IDAC arbitration rules through online Arbitration. IDAC India reserves the right to revise / alter / modify the above said rules whenever it is necessary. The arbitration shall be governed by the version of the rule that is applicable on the date of receipt of request for notice of arbitration received from any of the parties to the contract.

Parties unconditionally agree to waive any of the clauses of the arbitration agreement that are repugnant to any of the arbitration rules of IDAC India, while specifying IDAC India as the administering arbitral institution, under the rules of IDAC India using online mode.

#### **Article 4 – Eligibility to invoke Online Domestic Arbitration Rules of IDAC India**

Arbitration can be administered by IDAC India under the said Rules only if the following conditions are fulfilled:

- i. Both parties to the dispute should be Indian Nationals or Indian Companies.
- ii. The Parties should have an arbitration agreement as provided in Article 3 specifying their intention to resolve their disputes by way of an online arbitration system administered under IDAC India rules.

#### **Article 5 – Notice for Invocation of Arbitration**

5.1. A party wishing to commence arbitration under these Rules shall file with IDAC India a Notice of Arbitration which shall include:

- a. A request that the dispute be referred to arbitration;
- b. The names, addresses, telephone numbers and electronic mail addresses, if known, of the parties to the arbitration and their representatives, if any;
- c. A reference to the arbitration agreement invoked and a copy of the arbitration agreement. Authenticated English version of Arbitration Agreement, if the same is in any other language than English, may also be attached.
- d. A reference to the contract or any other document out of or in relation to which the dispute arises.
- e. A brief summary describing the nature and circumstances of the dispute, specifying the relief claimed with probable initial quantification of the claim amount;

- f. A statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the party wishes to make a proposal;
  - g. A reference to the applicable laws;
  - h. A reference to the language of the arbitration; and
  - i. Payment of the requisite filing fee under these Rules.
- 5.2. The date of receipt of the complete Notice of Arbitration by IDAC India shall be deemed to be the date of commencement of the arbitration. For the avoidance of doubt, the Notice of Arbitration is deemed to be complete when all the requirements of this Article are fulfilled or when IDAC India determines that there has been substantial compliance with such requirements. IDAC India shall notify the parties of the commencement of the arbitration.
- 5.3. The Party shall, at the same time as it files the Notice of Arbitration with IDAC India, send a copy of the Notice of Arbitration to the Respondent, and shall notify IDAC India that it has done so, specifying the mode of service employed and the date of service.
- 5.4. If the notice of arbitration is sent by email, it should be sent to [office@idacindia.org](mailto:office@idacindia.org) with a copy to authenticated email id of other parties to the dispute.
- 5.5. If the notice of arbitration is sent by post / courier service, it should be sent to 1007, Ocean, Sarabhai Road, Near Genda Circle, Vadodara - 390023 with the copy at the designated address of the other party to the dispute.

## **Article 6 – Arbitration Agreement**

An arbitration agreement is either an arbitration clause incorporated in a contract agreed by the parties or by way of a separate arbitration agreement agreeing to settle the disputes arising out of or relating to a contract by way of arbitration under the arbitration rules of IDAC India, using online mode.

An arbitration agreement is, considered to be, in writing if it is contained in a tangible form of a document, such as a contract, letter, electronic data interchange, by way of an email or any other similar communications between the parties.

### **Article 7 – Validity of an Arbitration Agreement:**

IDAC India shall have the power to determine the existence and the validity of an arbitration agreement and its jurisdiction over an arbitration case. IDAC India may if necessary, delegate the above said power to the Arbitral Tribunal.

If IDAC India or the Arbitral Tribunal determines positively about the existence or validity of the arbitration agreement, the arbitration will proceed despite the objection from any of the parties.

### **Article 8 – Default Seat 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. The venue of Arbitration shall be IDAC India's Online Arbitration Platform.

### **Article 9 – Applicable Laws:**

The laws applicable shall be the laws of India.

### **Article 10 – Filing of Documents:**

The Party that wishes to initiate the arbitration proceeding, shall send a request for arbitration by way of an email to Operations Department, IDAC India or a hard copy letter with the appropriate fees as specified in Schedule-I along with the documents mentioned in Article 9 of this rules to the address / email address mentioned in the above said Article 9.

After the acceptance of IDAC India to issue notice of arbitration to the Respondents, IDAC India shall create login details and send it to the Claimant. From that point of time filing of all documents relating to the arbitration shall be done as follows.

- i. All documents including claim application along with annexed documents, statement of defense along with annexed documents, applications or any other document which is produced by the parties before the arbitrator, shall be scanned and uploaded in the case window, using the above said login details. The scanned documents should be in A4 size and scanning clarity should be not less than 300 dpi.

- ii. In addition to the above uploading, one copy of the original document should be sent to IDAC India for the purpose of keeping the record and to produce it before the appropriate court of law, in case any court proceeding is initiated by the parties. The hard copies of any document should reach IDAC India within 15 days from the date of uploading of the said document.
- iii. The date of uploading of the document shall be the date of filing of the document before the Arbitral Tribunal.
- iv. Once a document is uploaded it forms part of the arbitral proceeding. Hence, no person has any authority or permission to remove, alter, and change etc., to any of the uploaded documents without the permission of the Arbitral Tribunal by way of a procedural order.
- v. Any document uploaded in the case window is treated as self-attested by the party uploading it. The authenticity and correctness of any uploaded document is the responsibility of the party uploading the said document.
- vi. Any application or Petition filed by the parties should contain the signature of the Counsel appearing for the party as well as the signature of the party.
- vii. Each application or petition filed by the parties should be accompanied by an affidavit as provided in Schedule – II and attested by a notary public/ oath commissioner.
- viii. It is the responsibility of the party uploading any document to retain its original and produce the same if the other party / arbitrator / IDAC India wish to inspect the original record. If one party wishes to inspect the original record of the other party, it is the responsibility of the inspecting party to visit the address of the other party after fixing the date and the time through the arbitrator, on its own cost.
- ix. The time period shall begin to run on the first day when the communication is deemed to have been received by the parties to the dispute.
- x. 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 11 – Satisfaction of IDAC India to initiate arbitration:**

Where IDAC India finds that a request for arbitration satisfies the requirements to initiate the arbitration under its rules, it shall notify the parties in writing of its acceptance of the request from the date of receipt of the request. If IDAC India finds that the request for arbitration does not satisfy the requirements to initiate the arbitration under IDAC India rules, it shall notify the parties in writing with reasons.

#### **Article 12 – Communications:**

The copies of all communications between the parties relating to the arbitration should be marked to the arbitrator, case manager of IDAC India and administration of IDAC India.

IDAC India will send to the Claimant the Notice of Arbitration indicating its acceptance of the Request for Arbitration with copy to Respondent. It shall also provide the Claimant and Respondent with the Internet address of the websites where the parties can consult IDAC India's Online Domestic 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 acceptance of Notice of Arbitration to the parties.

Any communication by way of email sent to the registered email ID of the counsel of one party shall be treated as effective service.

Any document uploaded by any of the parties shall be notified by way of an email to all other parties, counsels, arbitrator and IDAC India.

Any party that changes its address or any other contact details shall promptly notify IDAC India, 15 days prior to effecting any such change.

### **Article 13 – The Arbitral Tribunal:**

The Arbitral Tribunal shall consist of a Sole Arbitrator who shall be appointed jointly by the parties to the arbitration from the panel of arbitrators provided by IDAC India. In case, the parties to the dispute do not agree on the same name of the Sole arbitrator, IDAC India will appoint the arbitrator and it will be binding on the parties. Normally the appointment process shall be completed within a period of 30 (thirty) days from the date of the receipt of the request from a party.

If, however, the nature / complexities of dispute, or the agreement between the parties require the constitution of Multi Arbitrator Tribunal, the same may be constituted wherein each party shall appoint one Arbitrator from panel of arbitrators provided by IDAC India. The Two Arbitrators so appointed shall appoint a Presiding Arbitrator within 21 days. If the Two Arbitrators do not agree on the same name of the Presiding Arbitrator within 5 days, IDAC India will appoint the Presiding Arbitrator and his appointment will be binding on the parties and also on the Arbitrators. Normally the appointment process shall be completed within a period of 30 (thirty) days from the date of the receipt of the request from a party.

### **Article 14 - Expedited Procedure**

14.1 Before the constitution of the Tribunal, a party may file an application with IDAC India for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this article, provided that any of the following criteria is satisfied:

- a) Both the parties agree to do so; or
- b) In cases of extraordinary urgency.
- c) The sum in dispute is less than 2 Crore.

The party applying for the arbitral proceedings, to be conducted in accordance with the Expedited Procedure under this article 14.1 shall, simultaneously as it files an application for the proceedings, to be conducted in accordance with the Expedited Procedure with IDAC India. The party, requesting for Arbitration to be conducted under Expedited Procedure shall also send a copy of the application

to the other party and at the same time notify IDAC India that it has done so, specifying the mode of service employed and the date of service.

14.2 Where a party has filed an application with IDAC India under article 14, and where IDAC India, after considering the views of the parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:

- a) IDAC India may condense any time limits under these Rules;
- b) The case shall be referred to a sole arbitrator, unless IDAC India decides otherwise;
- c) The Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert witness as well as for any oral argument. In the later case the Online Oral Evidence including examination / cross examination will be conducted in the presence of a **Neutral Observer** to be appointed by the Arbitral Tribunal. The cost relating to the requirement of the **Neutral Observer** will be decided by the Arbitral Tribunal and shall be borne by the parties to the dispute in equal share. Similarly, if the verbal arguments are to be conducted, these shall be conducted through virtual meeting.
- d) The final Award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, IDAC India extends the time for making such final Award; and
- e) The fee for Expedited Procedure shall be finalized by IDAC India, Arbitral Tribunal in consultation with the parties.
- f) The Tribunal may state the reasons upon which the final Award is based in summary form, unless the parties have agreed that no reasons are to be given

14.3 By agreeing to arbitration under these articles, the parties agree that, where arbitral proceedings are conducted in accordance with the Expedited Procedure under this article 14, the rules and procedures set forth in article 14 shall apply even in cases where the arbitration agreement between the parties to the dispute contains contrary terms.

Upon application by a party and after giving the parties the opportunity to be heard the Tribunal may, having regard to any further information as may subsequently become available, and in consultation with IDAC India, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Tribunal decides to grant an application under this article 14, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

## **ARTICLE 15 – Supersession of the Arbitration Agreement**

15.1. Where the parties to the dispute have agreed to submit to arbitration under these Rules, they shall be deemed to have submitted in escapable to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement. In such an event, the agreement between the parties to the dispute shall be deemed to have been superseded by the parties by adopting the IDAC India’s Online Arbitration Rules in regard to the appointment of the Arbitrator / Arbitral Tribunal.

15.2. By agreeing to arbitration under these Rules, the parties have accepted that the arbitration shall be administered by IDAC India.

15.3. If any party against which a claim has been made does not submit an Answer, or if any party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be

decided directly by the arbitral tribunal, unless the IDAC India refers the matter to the Arbitral Tribunal for its decision pursuant to article 15(4).

15.4. In all cases referred to the Arbitral Tribunal under article 15 (3), the Arbitral Tribunal shall decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that the IDAC India satisfied that an arbitration agreement under the Rules may exist. In particular:

- a) where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to article 15, with respect to which the Arbitral Tribunal is apparently satisfied that an arbitration agreement under the Rules that binds them all may exist; and
- b) where claims pursuant to article 15 are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the Arbitral Tribunal is apparently satisfied (a) that the arbitration agreements under which those claims are made may be compatible, and (b) that the parties to the dispute requiring arbitration may have agreed that those claims can be determined together in a single arbitration.

IDAC India's decision pursuant to article 15 (4) is without prejudice to the admissibility or merits of any party's plea or pleas.

15.5. In all matters decided by the Arbitral Tribunal under article 15 (4), any decision as to the jurisdiction of the arbitral tribunal, except as to parties or claims with respect to which the Arbitral Tribunal decides that the arbitration cannot proceed, shall then be taken by the arbitral tribunal itself.

15.6. Where the Arbitral Tribunal has decided pursuant to article 15 (4) that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.

15.7. If any of the parties refuses or fails to take part in the arbitration or at any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.

15.8. Unless otherwise agreed, the arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitral tribunal upholds the validity of the arbitration agreement. The arbitral tribunal shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.

### **Article 16 – Declaration by the Arbitral Tribunal:**

The Sole Arbitrator / Arbitral Tribunal so appointed as aforesaid under Article 13, the arbitrator(s) shall declare his / her connections with the parties/ counsels appearing for the parties taking into consideration the guidelines provided under Schedule – 5 of the Arbitration and Conciliation Act, 1996 in the format provided in Schedule – III of this rules. The above declaration will also include the time constraints if any to complete the arbitration proceeding within 6 (six) months / 12 (twelve) months from the date of appointment of the arbitrator.

### **Article 17 - Conduct of Arbitral Proceedings**

The Arbitral Tribunal may determine the arbitration procedure, in line with the procedure below. 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 this rules:

- i. Online Submission of Statement of Claims with the supporting 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 admission and denial of documents by parties on IDAC India's Web Portal.
- v. Inspection of documents by parties.
- vi. 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 are received on IDAC India's Web Portal.
- vii. Online Framing of Issues for adjudication by Arbitral Tribunal on IDAC India's Web Portal.
- viii. Online Submission of written argument by parties on IDAC India's Web Portal.
- ix. Pronouncement and publication of the Award by the Arbitral Tribunal.

If, however, any of the parties to the dispute wants any virtual hearing of arguments, the same shall be decided by the Arbitral Tribunal taking the facts and circumstances of the matter to conduct virtual hearing. The decision of the Arbitral Tribunal shall be final and binding in this regard. Where oral 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. The Arbitral Tribunal cannot grant any personal hearing other than the above said virtual mode of hearing.

In case of examination and cross-examination of witness/witnesses is required and deemed necessary by the Arbitral Tribunal it will be conducted through virtual mode of hearing.

#### **Article 18: Time lines:**

The Arbitration under these Rules shall be completed and award shall be pronounced by the Arbitral tribunal within 12 months from the date of Request for Arbitration. To achieve the same the following timelines shall be followed:

- IDAC India shall decide with regard to the admissibility of an arbitration request under the rules and if decided to administer it will issue the notice of Arbitration within 7 days from the date of receipt of the Request for Arbitration.
- The Claimant shall file its Statement of claim within 15 days from the date of receipt of “Notice of Arbitration”.
- The Respondent shall file its Statement of Defense along with counter claim if any, within 21 days from the date of Receipt of the Statement of Claim.
- The Claimant shall file Rejoinder to the claim and reply to Counter claim within 10 days from the date of Receipt of the Statement of defense and the counter claim.
- The Respondent shall file the rejoinder if any to the counter claim within 10 days from the date of receipt of the reply to counter claim.
- Within 15 days from the date of receipt of rejoinder to the counterclaim and if there is no counter claim/rejoinder to counter claim, within 15 days from the date of rejoinder by the claimant, Arbitral tribunal shall declare the completion of pleadings and direct the parties to submit the draft points of determination.
- Parties shall submit draft points for determination within 15 days from the date of the above direction of the Arbitral tribunal.
- The time periods mentioned above may be extended if the arbitral tribunal believes that there exist justifiable reasons within the timeline provided under these rules. Of making the Award in Six months / Twelve months remains undisturbed.
- From the date of receipt of Draft Issues from the parties or after the completion of the said time limit of 15 days for submission of the Draft Issues, within 15 days, the Arbitral Tribunal shall finalize the “Issues to be determined” and direct the parties to submit the issue wise written submissions to the Arbitral Tribunal.

- All the parties shall file their issue wise written arguments with citations if any and file the same within 15 days from the date of the above said direction of the Arbitral tribunal.
- From the date of submission of written arguments by both the parties or after completion of the above said deadline of 15 days, within 30 days the arbitral Tribunal will submit the draft award for checking to IDAC India. After getting the response from IDAC India, the Arbitral tribunal shall sign and send five signed copies of the Arbitral award to IDAC India and upload the soft copy on the case window.
- Within 10 days IDAC India shall deliver the original signed copy of the arbitral awards as provided in the Procedural law of arbitration.

### **Article 19: Conversion of Online Arbitration Process to Normal Arbitration Process:**

The Online arbitration process shall be converted to the regular arbitration process by IDAC India and administer the same under IDAC Arbitration Rules, in the following circumstances:

- All the parties to the arbitration may jointly move an application before IDAC India seeking to convert the online arbitration to the regular arbitration Process.
- On the application of one or more parties, the arbitral tribunal comes to the conclusion that the disputes raised in arbitration cannot be adjudicated effectively by the online arbitration process and refers the matter to IDAC India seeking to administer the arbitration as a regular arbitration.

### **Article 20: 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 / Multi Arbitrator Tribunal in accordance with Article 13 from among the Panel of Arbitrators provided by IDAC India in consonance with the provision of the aforesaid Article 13. If, however, parties to the dispute are not able to appoint a Sole

Arbitrator / Multi Arbitrator Tribunal in the manner specified herein before, IDAC India shall appoint the Sole Arbitrator / Multi Arbitrator Tribunal and the appointment of such a Sole Arbitrator / Multi Arbitrator Tribunal will be final and binding on the parties to the dispute.

## **Article-21 Joining of Additional Parties**

21.1. Prior to the constitution of the Tribunal, a party or non-party to the arbitration may file an application with IDAC India 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 points is satisfied:

- a) The additional party to be joined is apparently bound by the arbitration agreement; or
- b) All parties, including the additional party to be joined, have consented to the joining of the additional party.

21.2. An application for joining of additional parties under this article shall include:

- a) the case reference number of the pending arbitration;
- b) the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
- c) whether the additional party is to be joined as a Claimant or a Respondent;
- d) the information specified in Article 5
- e) if the application is being made under Article 21, identification of the relevant agreement and, where possible, a copy of such agreement; and
- f) A brief statement of the facts and legal basis supporting the application.

The application for joining of additional parties is deemed to be complete when all the requirements of this article are fulfilled or when IDAC India determines that there has been substantial compliance with such requirements. IDAC India shall notify all parties, including the additional party to be joined, when the application for joining is complete.

- 21.3. The party or non-party applying for joining under this article shall, at the same time as it files an application for joining with IDAC India, send a copy of the application to all parties, including the additional party to be joined, and shall notify IDAC India that it has done so, specifying the mode of service employed and the date of service.
- 21.4. IDAC India 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 joining under this article. IDAC India's decision to grant an application for joining under this article is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Arbitral Tribunal decision to reject an application for joining under this Article, in whole or in part, is without prejudice to any party's or non-party's right to apply to the Tribunal for joining pursuant to this Article.
- 21.5. Where an application for joining is granted under this Article the date of receipt of the complete application for joining shall be deemed to be the date of commencement of the arbitration in respect of the additional party.
- 21.6. Where an application for joining is granted under this Article, the Court may revoke the appointment of any arbitrators appointed prior to the decision on joining. Unless otherwise agreed by all parties, including the additional party joined, under these rules shall apply as appropriate, and the respective timelines there-under shall run from the date of receipt of IDAC India's decision under this Article
- 21.7. IDAC India's decision to revoke the appointment of any arbitrator under these rules is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.
- 21.8. 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 apparently bound by the arbitration agreement; or
- b) All parties, including the additional party to be joined, have consented to the joining of the additional party.

Where appropriate, an application to the Tribunal under this Article may be filed with IDAC India.

21.9. Subject to any specific directions of the Tribunal, the provisions of this Article shall apply, *mutatis mutandis*, to an application for joining under this Article.

21.10. 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 joining under this Article. The Tribunal's decision to grant an application for joining under this Article is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.

21.11. Where an application for joining is granted under this Article, the date of receipt by the Tribunal or IDAC India, as the case may be, of the complete application for joining shall be deemed to be the date of commencement of the arbitration in respect of the additional party.

21.12. Where an application for joining is granted under these rules, 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.

21.13. Where an application for joining is granted under these rules, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims.

## **Article 22 - Consolidation**

22.1 Prior to the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may file an application with IDAC India to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:

- a) all parties have agreed 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 the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

22.2 An application for consolidation under Article 22.1 shall include:

- a) the case reference numbers of the arbitrations sought to be consolidated;
- b) the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties and their representatives, if any, and any arbitrators who have been nominated or appointed in the arbitrations sought to be consolidated;
- c) the information specified in under Article 5;
- d) if the application is being made under Article 22.1(a), identification of the relevant agreement and, where possible, a copy of such agreement; and
- e) A brief statement of the facts and legal basis supporting the application.

22.3 The party applying for consolidation under Article 22.1 shall, at the same time as it files an application for consolidation with IDAC India, send a copy of the application to all parties and shall notify IDAC India that it has done so, specifying the mode of service employed and the date of service.

22.4 IDAC India shall, after considering the views of all parties, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation under Article 22.1. The IDAC India's decision to grant an application for consolidation under this Article 22.4 is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. IDAC India's decision to reject an application for consolidation under this Article 22.4, in whole or in part is without prejudice to any party's right to apply to the Tribunal for consolidation pursuant to Article 22.7. Any

arbitration(s) that is not consolidated shall continue as separate arbitration under these Rules.

22.5 Where IDAC India decides to consolidate two or more arbitrations under Article 22.4, the arbitrations shall be consolidated into the arbitration that is deemed by IDAC India to have commenced first, unless otherwise agreed by all parties or the Arbitral Tribunal decides otherwise having regard to the circumstances of the case.

22.6 Where an application for consolidation is granted under Article 22.4, the Arbitral Tribunal may revoke the appointment of any arbitrators appointed prior to the decision on consolidation. Unless otherwise agreed by all parties, under these rules shall apply as appropriate, and the respective timelines there-under shall run from the date of receipt of the Arbitral Tribunal's decision under Article 22.4.

22.7 After the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may apply to the Tribunal to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:

- a) all parties have agreed to the consolidation;
- b) all the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or
- c) the arbitration agreements are compatible, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s), and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

22.8 Subject to any specific directions of the Tribunal, the provisions of Article 22.2 shall apply, *mutatis mutandis*, to an application for consolidation under Article 22.7.

22.9 The Tribunal shall, after giving all parties 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 consolidation under Article 22.7. The Tribunal's decision to grant an application for consolidation under this Article 22.9 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision. Any arbitration(s) that are not consolidated shall continue as separate arbitrations under these Rules.

22.10 Where an application for consolidation is granted under Article 22.9, the Arbitral Tribunal may revoke the appointment of any arbitrators appointed prior to the decision on consolidation.

22.11 The Arbitral Tribunal's decision to revoke the appointment of any arbitrator under Article 22.6 or Article 22.10 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.

22.12 Where an application for consolidation is granted under Article 22.4 or Article 22.9, 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.

### **Article 23: Draft Arbitral Award:**

The Arbitral Tribunal shall submit the draft award to IDAC India, to check the basic requirements and computations of the award. IDAC India shall not make any recommendations to the Arbitral tribunal with regard to the merits of the case, it will confine its recommendations, if any, to the technical requirements and re-checking computations.

## Article 24: Final Arbitral Award

On receipt of the recommendations of the above said Committee, the Arbitral tribunal can consider the recommendations and decide the final award. The arbitrator has the full authority to decide whether to make any change to the draft award or not, in view of the recommendations of the committee. After making the final award, the arbitrator shall sign the same and send 5 signed copies to IDAC India and upload a soft copy to the case window. IDAC India shall send the signed copies of the award to each of the party and maintain one signed copy in its records.

## Article 25: Fees for Arbitration

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 Domestic Arbitration Fee Structure

#### For Online Arbitration

Sr. No.	Sum in dispute	Arbitration Fees	Filing Fees	Total Fees
1	Up to Rs. 2,50,000/-	Rs. 10,000/-	Rs. 1500/-	Rs. 11,500/-
2	Rs 2, 50, 000/- to Rs. 5,00,000/-	Rs. 21,000/-	Rs. 1500/-	Rs. 22,500/-
3	Rs. 5,00,001/- and up to Rs. 20,00,000/-	Rs. 21,000/-	Rs. 2,500/-	Rs. 23,500/- + 1.5 per cent. Of the claim amount over and above Rs. 5,00,000/-
4	Rs. 20,00,001/- and up to Rs 1,00,00,000/-	Rs. 47,250/-	Rs. 3,750/-	Rs. 51,000/- + 1 per cent. Of the claim amount over and above Rs. 20,00,000/-
5	Rs. 1,00,00,001/- and up to Rs. 10,00,00,000/-	Rs.1,67,250/-	Rs. 5,000/-	Rs. 1,72,250/- + 1 per cent. Of the claim amount over and above Rs 1,00,00,000/-
<b>Notes:</b>	1. If the amount in dispute in arbitration is more than Rs.10 Crores, then the said arbitration will be converted to regular Arbitration and the Fee & Rules for Regular arbitration will apply.			
	2. Arbitration Fee is to be paid by a Cheque/Bank Transfer drawn in favor of IDAC INDIA, Prior to completion of pleadings.			
	3. The Fees Payment will be made as per schedule provided by IDAC India			
	4. The Above Arbitrators fee & filing fee 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.			

## **Article 26: Advance Deposits/ Costs:**

- 26.1 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 to the arbitrator during the course of the arbitration.
- 26.2 The Arbitral Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be borne equally by the parties in dispute.
- 26.3 The total cost of the arbitration shall be equally borne by the parties to the arbitration.
- 26.4 Failure by the Claimant to deposit the required fee within the time stipulated by IDAC India shall amount to withdrawal of the claim/ counter claim.
- 26.5 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.
- 26.6 In case, if the respondent/ claimant does not deposit the fee within time stipulated by IDAC India towards the claim amount, the claimant/respondent 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.
- 26.7 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.
- 26.8 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.

26.9 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.

26.10 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 27: Miscellaneous**

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

### **Article 28: 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 the decision where the application of these Rules conflicts with the IDAC India Arbitration Rules.

### **Article 29: Interpretation of Rules**

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