



International and Domestic Arbitration Centre India

**IDAC India's Domestic Arbitration Rules – 2020**

## **Table of Content**

[Model Arbitration Agreement](#)

[Article 1: The Centre](#)

[Article 2: Application of Rules](#)

[Article 3: Jurisdiction](#)

[Article 4: Definitions](#)

[Article 5: Communications and Services](#)

[Article 6: Notice of Arbitration](#)

[Article 7: Commencement of Arbitration](#)

[Article 8: Consolidation Mechanism](#)

[Article 9: Response to Notice of Arbitration](#)

[Article 10: Seat of Arbitration](#)

[Article 11: Language](#)

[Article 12: Applicable Law](#)

[Article 13: Establishment of the Arbitral Tribunal](#)

[Article 14: Default Expedited/Fast Track Procedure](#)

[Article 15: Appointment of Tribunal](#)

[Article 16: Joining of additional party](#)

[Article 17: Independence, Impartiality and Availability](#)

[Article 18: Challenge of Arbitrator](#)

[Article 19: Acceptance of Mandate as Arbitrator](#)

[Article 20: Replacement of Arbitrator](#)

[Article 21: Emergency Arbitrator](#)

[Article 22: Rules of Procedure](#)

[Article 23: Pleadings](#)

[Article 24: Interim Measures](#)

[Article 25: Evidence](#)

[Article 26: Witnesses](#)

[Article 27: Site Visits](#)

[Article 28: Submission of Technical brief and Prototype](#)

[Article 29: Hearings](#)

[Article 30: Expert](#)

[Article 31: Further Pleadings](#)

[Article 32: Additional Powers of the Tribunal](#)

[Article 33: Encourage Settlement](#)

[Article 34: Closing of Proceedings](#)

[Article 35: Award](#)

[Article 36: Interpretation, correction and additional award](#)

[Article 37: Decision of Costs](#)

[Article 38: Interest](#)

[Article 39: Confidentiality](#)

[Article 40: Decision of Centre Binding](#)

[Article 41: Waiver](#)

[Article 42: Arbitration Fees](#)

[Article 43: Advance Costs/Deposits](#)

[Article 44: Exclusion of Liability](#)

[General Rules](#)

## **IDAC INDIA DOMESTIC ARBITRATION RULES**

**Effective from 17/08/2020 onwards.**

### **MODEL ARBITRATION AGREEMENT**

All disputes arising from or in connection to this contract, including any question regarding its existence, validity or termination, shall be finally settled by arbitration to be administered by the International and Domestic Arbitration Centre, India (IDAC India - Vadodara) in accordance with the IDAC India Rules for the time being in force, without recourse to the ordinary courts of law.

The Tribunal shall consist of one/three arbitrator/s and shall be seated at Vadodara. The Arbitration Proceedings will be held at Vadodara or any other place mutually decided by parties. The language of the arbitration shall be English. The Procedural and substantive law applicable to the dispute is Indian Law.

### **EXPEDITED PROCEDURE MODEL CLAUSE**

All dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be finally settled by arbitration to be administered by the International and Domestic Arbitration Centre, India (IDAC India) in accordance with the IDAC India Rules for the time being in force, without recourse to the ordinary courts of law. IDAC India's rules are deemed to be incorporated by reference in this clause.

The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Article 14.1 B. of the IDAC Rules. The Tribunal shall consist of one arbitrator under the expedited procedure and shall be seated at Vadodara. The Arbitration Proceedings will be held at Vadodara or any other place mutually decided by parties. The language of the arbitration shall be English. The Procedural and substantive law applicable to the dispute is Indian Law.

## **DOMESTIC ARBITRATION RULES**

### **Article 1: The Centre**

- 1.1. The International and Domestic Arbitration Centre, India (IDAC India) is an independent arbitral institution incorporated as a non-profit company under Section 8 of the Indian Companies Act, 2013. The purpose of the Centre is to administer the resolution of contractual disputes between natural persons, legal persons and other organisations by the process of arbitration. IDAC India is the only body authorised to administer arbitrations under the IDAC India Rules.

### **Article 2: Application of Rules**

- 2.1. The Rules shall apply where the Parties have agreed in writing, any time before or after the disputes arose, to refer their disputes to arbitration under the auspices of IDAC India, irrespective of whether or not they agreed that the arbitration shall be conducted in accordance with the IDAC India Rules.
- 2.2. Where the Parties have agreed in writing to resolve their disputes by arbitration in accordance with IDAC India Rules, without specifying that the arbitration shall be administered by IDAC India.
- 2.3. Where the parties have agreed specifically on certain matters relating to the arbitration procedure, and such procedure is different from the procedure outlined in IDAC India Rules, the IDAC India rules will prevail over the provisions of the Arbitration clause.
- 2.4. These Rules shall apply to a domestic arbitration which includes all the arbitrations seated in India, including the arbitrations between parties from different legal jurisdictions, unless agreed otherwise.

### **Article 3: Jurisdiction**

IDAC India shall be entitled to entertain the following disputes:

- 3.1. A dispute which has been referred to the IDAC India by the Parties by written agreement.
- 3.2. A dispute which has been referred to the IDAC India by the Chief Justice of India, or his designate, either before or after appointing the Arbitral Tribunal.
- 3.3. A dispute which has been referred to the IDAC India by the Chief Justice of a High Court, or his designate, either before or after appointing the Arbitral Tribunal.

- 3.4. Where any of the High Courts or any other Court constituting the subordinate judiciary, duly empowered, have referred a case for resolution by arbitration to the Centre, in pursuance of powers conferred on them under Section 89 of the Code of Civil Procedure, 1908.
- 3.5. Any other statutory authority empowered under law to refer a matter to Arbitration including Micro and Small Enterprise Facilitation Council formed under Sec. 20 of MSMED Act, 2006.
- 3.6. Any Government Company / Public Sector Undertaking (PSU) established under the Indian law.

#### **Article 4: Definitions**

Unless the context otherwise requires, the following words/phrases shall denote the as under:

- 4.1. IDAC India means the International and Domestic Arbitration Centre, India.
- 4.2. The Rules with respect to a domestic arbitration mean the IDAC India Domestic Arbitration Rules detailed herein, and the 'Rules' with respect to an international arbitration mean the IDAC India International Arbitration Rules.
- 4.3. Chairman means the Chairman of IDAC India appointed and nominated by the members of the board of IDAC – India, hereinafter in any disputes or disagreements in the proceedings or any decision should be taken up for the IDAC - India, the decision of the Chairman shall be final and binding on all the Parties involved.
- 4.4. Registry means the body constituted to handle the day-to-day working and affairs of IDAC India, including the management of Arbitration cases.
- 4.5. Case Management Officer means the staff member designated by the Registry to over-see and handle the procedural administration of the assigned arbitration cases.
- 4.6. Advisory Committee means the committee constituted by IDAC India to advise on the updating, revision and application of these Rules.
- 4.7. "Award" includes an interim or final award and an award of an Emergency Arbitral Tribunal;
- 4.8. "Tribunal" includes a sole arbitrator or all the arbitrators where there is more than one, and includes any arbitral tribunal constituted under these Rules;

Any pronoun shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural in the appropriate circumstances

- 4.9. A government department/public sector undertaking/corporation shall be the one which is owned or controlled either by the Centre, State Government and/or by a corporation.
- 4.10. The MSME sector units will be those as defined in MSMED Act 2006.
- 4.11. The online arbitration will be the one, where the arbitration is conducted from the issue of notice for commencement of arbitration, till the final award is published by Arbitrator/IDAC.

## **Article 5: Communications and Service**

- 5.1. For the purposes of these Rules, all communication, this may include notice, notification, and proposal or pleading along with all documents annexed thereto, shall be in writing and shall be supplied in a number of copies sufficient to provide one copy to each party, Arbitral Tribunal and the registry.
- 5.2. Any such communication may be delivered or sent by registered post, speed post, courier, and electronic mail or by any other means of delivery which provides a record of its transmission. The communication shall be deemed to have been delivered if it is sent to the addressee, or its habitual residence or its registered or primary place of business or its electronic address.
- 5.3. The communication shall be deemed to have been received if it is delivered: (i) to the addressee personally, (ii) to his habitual residence, place of business or designated address, (iii) to any address agreed by the parties, (iv) according to the practice of the parties in prior dealings, or (v) if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business.
- 5.4. The periods of time specified under the Rules shall start to run one day after the date on which the communication was received. When the following day is an official holiday, the period of time shall commence on the first, following business day.
- 5.5. Where the Parties have retained legal representation, delivery should be made to the latter.

## **Article 6: Notice of Arbitration**

- 6.1. The Party which initiates arbitration (“hereinafter referred to as the “Claimant”) shall submit a Notice of Arbitration to the Registry.
- 6.2. The Notice of Arbitration shall detail the following:
  - 6.2.1. The name, address and contact details of all the parties.
  - 6.2.2. The name, address and contact details of the person(s) representing the Claimant.
  - 6.2.3. A brief description of the nature of the dispute and the relief claimed, and if possible an initial estimate of the claim.
  - 6.2.4. A copy of the arbitration agreement.
  - 6.2.5. A reference to the contract in connection to which the disputes have arisen.
  - 6.2.6. Any observations and/or proposals regarding the number of arbitrators, seat of arbitration, language of arbitration and the applicable substantive law, if the Parties have not agreed thereon.
  - 6.2.7. The Claimant’s designation of one or more Arbitral Tribunal, depending on the parties’ agreement thereto.
  - 6.2.8. A demand that the dispute be referred to arbitration.
  - 6.2.9. Confirmation, that copies of the Request for Arbitration 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 IDAC India of actual delivery (including the date of delivery).
- 6.3. The Claimant shall pay the requisite filing fee at the time of submitting the Notice of arbitration.
- 6.4. In case the Notice is incomplete, the Registry shall give the Claimant time to remedy the defect, failing which the file shall be closed without prejudice to the Claimant’s right to re-submit the dispute to arbitration.
- 6.5. On completion of all the formalities provided herein, the Registry shall send a copy of the Notice to the Respondent.



- 6.6. For the avoidance of doubt, the contents of the Request for Arbitration do not prevent the Claimant from subsequently adding, 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 contract between the parties and arbitration agreement.

### **Article 7: Commencement of Arbitration**

The arbitral proceedings shall be deemed to have commenced on the date on which the Notice of arbitration is received by the Respondent.

### **Article 8: Consolidation Mechanism**

- 8.1. At the request of a party (the “Request for Consolidation”), and after consulting with the parties and any confirmed Arbitral Tribunal, IDAC India shall have the power (but shall not be bound) to consolidate two or more arbitrations pending under these Rules where:
- (a) The parties agree to the consolidation; or
  - (b) All of the claims in the arbitrations are made under the same arbitration agreement.
- 8.2. The party making the request shall provide copies of the Request for Consolidation to all other parties and to any confirmed Arbitral Tribunal.
- 8.3 In deciding whether to consolidate, IDAC India shall take into account all the circumstances of the case. Relevant factors may include, but are not limited to, whether one or more Arbitral Tribunal have been designated or confirmed in more than one of the arbitrations and, if so, whether the same or different Arbitral Tribunal have been confirmed. IDAC India shall endeavor to determine any application for consolidation not later than 14 days following the receipt of the Request for Consolidation.
- 8.4 Where IDAC India decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or the IDAC India decides otherwise, taking into account the circumstances of the case. IDAC India shall provide copies of the decision of the IDAC India to all parties and to any confirmed Arbitral Tribunal in all arbitrations.
- 8.5 The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by any state court, other judicial authority or arbitral tribunal, in relation to the relevant arbitration before the consolidation.
- 8.6 Where IDAC India decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate an Arbitral Tribunal whether under an express right under an arbitration agreement or otherwise, and IDAC India may revoke the appointment of any

Arbitral Tribunal already designated or confirmed. In these circumstances, IDAC India shall appoint the Tribunal in respect of the consolidated proceedings.

8.7 The revocation of the appointment of an Arbitral Tribunal under Article 8.6 shall not affect:

(a) The validity of any act done or order made by the Arbitral Tribunal before his appointment was revoked;

(b) His entitlement to be paid his fees and expenses subject to the Schedule of Fees; or

(c) The date when any claim or defence was made (or raised) for the purpose of applying any bar of limitation.

8.8 IDAC India's decision as to consolidation will be final and binding on the parties.

8.9 IDAC India may suitably adjust its Administrative Fees and the Tribunal's fees (where appropriate) after a decision to consolidate has been made.

## **Article 9: Response to Notice of Arbitration**

9.1. The Respondent shall submit a Response to the Notice of arbitration within 30 (thirty) days. The Response shall provide the following details:

9.1.1. A preliminary confirmation or denial of the claims made by the Claimant.

9.1.2. Information as required under Article 6.2, in case of counter claim also.

9.2. Any counter-claim or defence of set-off can be raised in the Response.

9.3. For the avoidance of doubt, the contents of the Response do not restrict the Respondent from subsequently adding, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs claimed provided these matters and reliefs fall within scope of the contract between the parties and arbitration agreement..

## **Article 10: Seat of Arbitration**

(a) If the arbitration agreement does not specify the seat of arbitration, then the seat shall be Mumbai/Delhi, unless otherwise agreed by the Parties. However, the Tribunal can conduct hearings in other geographical locations with the consent of the Parties in dispute.

- (b) If the arbitration hearings are conducted in another place/location other than at Vadodara, Gujarat, the corresponding expenses shall be solely borne by the party which requested for the change of venue.
- (c) When the seat of arbitration is other than Vadodara Gujarat, then the corresponding expenses as determined by IDAC India shall be equally borne by the parties.

### **Article 11: Language**

The language to be used in the arbitral proceedings is English, unless otherwise agreed by the Parties. All documentary evidence in a language other than the language of arbitration shall be translated in English and submitted to the Tribunal.

### **Article 12: Applicable Law**

- 12.1 The Tribunal shall apply the law and/or rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law and/or rules of law which it determines to be appropriate which primarily will be Indian Law.
- 12.2 The Tribunal shall decide amiable compositor based on equity and conscience only if the parties have expressly authorised the Tribunal to do so.
- 12.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction to the extent that the Tribunal considers it relevant to the arbitration.

### **Article 13: Establishment of the Arbitral Tribunal**

- 13.1. IDAC India shall establish the Tribunal after receipt of the Response from the Respondent, or on the expiry of 30 (thirty) days from the receipt of the Notice by the Respondent, whichever is later, unless the Tribunal has been already established through any proceedings of any of the Courts.
- 13.2. If the Respondent objects to the arbitration being administered under these Rules, the matter shall be decided by IDAC India. The decision of the IDAC India shall be final and binding.

## **Article 14: Default /Expedited/ Fast Track Procedure**

IDAC India shall have the arbitration conducted under the Expedited Procedure if the amount in dispute (inclusive of the claim and the counter-claim) does not exceed Rs. 1 Crore (Rs. 1,00,00,000), unless the facts and circumstances of the case justify otherwise.

14.1. The parties in dispute to the dispute will inform IDAC India the value of claim and counter claim (if any) at the time of submission of the request for appointment of the Arbitral tribunal.

### **A. Default Fast Track Procedure.**

- (a) In the above said Default Fast Track procedure, IDAC India shall appoint a sole arbitrator, irrespective of the procedure of appointment of arbitrator mentioned in the arbitration agreement.
- (b) Normally the case shall be decided by the arbitrator based on the pleadings and documents produced by the parties.
- (c) In case any party makes a request for examination of witness or oral arguments, the decision of the arbitrator shall be final and binding.
- (d) The arbitrator shall pronounce the award within six months from the date of arbitration. In exceptional circumstances the arbitrator may extend the time by a maximum of 3 months to pronounce the award by recording reasons in writing.

### **B. Expedited Procedure on the request of parties.**

When a party has applied to IDAC India and when IDAC India determines, after considering the views of the parties, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, IDAC India shall promptly inform the parties that the Expedited Procedure shall apply to the arbitral proceedings. IDAC India's decision as to the application of the Expedited Procedure shall be final and binding on the parties.

- (a) In the matters of arbitration under Expedited procedure on the request of the parties, the same Arbitral Tribunal consisting of one/three arbitrator(s) shall continue.
- (b) Normally the case shall be decided by the arbitral tribunal based on the pleadings and documents produced by the parties.

- (c) In case any party makes a request for examination of witness or oral arguments, the decision of the arbitrator shall be final and binding.
- (d) The arbitral tribunal shall pronounce the award within six months from the date of arbitration. In exceptional circumstances the arbitral tribunal may extend the time by a maximum of 3 months to pronounce the award by recording reasons in writing.

## Article 15: Appointment of Tribunal

- 15.1. The Tribunal shall consist of a Sole arbitrator unless otherwise agreed differently by the Parties.
- 15.2. **Sole Arbitrator:** The Sole arbitrator shall be appointed by IDAC India, unless the parties have agreed otherwise. Where the parties have agreed to nominate the arbitrator jointly, they shall do so within 30 days from commencement of arbitral proceedings (or date of receipt of the Notice of Arbitration by the Respondent), and such nomination shall be subject to the IDAC India's approval. If the parties fail to nominate their arbitrator within 30 days from the date of receipt of communication from IDAC India, the arbitrator shall be appointed by IDAC India.
- 15.3. **Three Arbitrators:**
  - 15.3.1. Where the parties have agreed that the Tribunal shall consist of three arbitrators, the Claimant/s and the Respondent/s shall nominate their arbitrator in the Notice of arbitration and Response respectively, and such nomination shall be subject to IDAC India's approval. If the parties fail to nominate their arbitrator within the prescribed time period, the arbitrator shall be appointed by IDAC India.
  - 15.3.2. The third arbitrator shall be appointed by the Centre, unless the parties have agreed on a different procedure to nominate the third arbitrator. The nomination of the third arbitrator in accordance with the procedure chosen by the Parties shall be subject to IDAC India's approval. In case the procedure chosen by the Parties does not result in a nomination within time period fixed by IDAC India, the appointment shall be made by IDAC India.
  - 15.3.3. Appointment of Three Arbitrators in Case of Multiple Claimants or Respondents – Where:
    - a) Multiple Claimants and/or multiple Respondents in the subject matter of the dispute; and
    - b) Three arbitrators are to be appointed; the multiple Claimants, jointly when making the Request for Arbitration, shall nominate an arbitrator. Likewise multiple Respondents jointly, within 30 days on receipt of the Request for Arbitration, shall nominate an

arbitrator, as the case may be. If a joint nomination is not made within the applicable period of time, IDAC India shall appoint one or both arbitrators. The two arbitrators shall, within 30 days, after the appointment of the second arbitrator, nominate a third arbitrator, who shall be the presiding arbitrator.

- c) An agreement of the parties concerning the nationality of arbitrators shall be respected.
  - d) If the parties have not agreed on the nationality of the sole or presiding arbitrator such arbitrator, in the absence of special circumstances such as the need to appoint a person having particular qualifications, shall be a national of a country other than the countries of the parties and the same shall be appointed by IDAC India.
- 15.4. IDAC India is not obliged to give reasons for appointment of an arbitrator or for refusing to confirm an arbitrator/s. The decision of the IDAC India in this regard shall be final and not subject to appeal.
- 15.5. Due regard shall be given to the qualification, nationality, ability and availability of the arbitrator/s before their nomination and appointment.
- 15.6. The powers exercised by IDAC India is in accordance with Section 11(6) of the Arbitration Act

### **Article 16: Joining of additional party**

At the request of a party the Arbitral Tribunal may order, for the joining of an additional party to the arbitration, provided parties to the dispute, including the additional party, agree. The Arbitral Tribunal shall take into account of all relevant circumstances, including the stage at which the request for joining of additional party is made during the arbitration proceedings. The request for joining of additional party shall be made together with the Request for Arbitration or the response to the Request, as the case may be. Or within 14 days of acquiring the knowledge if a party becomes aware at a later stage of such circumstances that it considers reasonable for making such a request of joining of additional party.

### **Article 17: Independence, Impartiality and Availability**

- 17.1. Every arbitrator conducting arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party whether or not nominated by the parties. No arbitrator at any time, whether before or after appointment, shall advise any party or comment on the merits, or outcome, of the dispute.
- 17.2. Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence in the form prescribed by IDAC. In this statement, the prospective arbitrator must disclose any facts or circumstances which may give rise to justifiable doubts as to his impartiality or independence.



- 17.3. An arbitrator shall immediately disclose to the parties, and to the other arbitrators (as well as to IDAC India), any circumstances which may arise at any time during the arbitration which may give rise to justifiable doubts as to his impartiality or independence.
- 17.4. No party or anyone acting on its behalf shall, at any time, have any ex parte communication relating to the case with any candidate for appointment as arbitrator, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability or independence in relation to the parties, or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-designated arbitrators are to participate in that selection.
- 17.5. No party or anyone acting on its behalf shall, at any time, have any ex parte communication relating to the case with any arbitrator once appointed

## **Article 18: Challenge of Arbitrators**

- 18.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality and/or independence, and/or if the arbitrator does not possess any requisite qualification which the parties have previously agreed, and/or if the arbitrator becomes de jure or de facto unable to fulfill his functions and/or is not fulfilling those functions in accordance with the Rules or within the prescribed time limits. The party challenging the appointment of arbitrator shall do so within 30 days of becoming aware of the circumstances which in his opinion constitute grounds for challenging the appointment of Arbitrator. If such a challenge is not made within the aforesaid stipulated time, the party will be deemed to have waived off his right to challenge the Appointment of Arbitrator.
- 18.2 A party may challenge the arbitrator nominated by him only for reasons of which he becomes aware after the appointment has been made.
- 18.3 A party who intends to challenge an arbitrator shall send a notice of challenge within 14 days after the receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances mentioned in Rule 18.1 become known to that party.
- 18.4 The notice of challenge shall be filed with IDAC India and shall be sent simultaneously to the other party, the arbitrator who is being challenged and the other members of the Tribunal. The notice of challenge shall be in writing and shall state the reasons for the challenge. IDAC India may order a suspension of the arbitration until the challenge is resolved, but will not be obliged to do so.
- 18.5 When an arbitrator is challenged by one party, the other party may agree to the challenge, the challenged arbitrator may also withdraw voluntarily from his office. In neither case does this imply acceptance of the validity of any of the grounds for the challenge.
- 18.6 In instance referred to in Article 18.5, a substitute arbitrator shall be appointed in accordance with the procedure referred to in Article 15, even if during the

process of appointing the challenged arbitrator a party had failed to exercise his right to nominate an arbitrator. The time-limits provided in Article 18.1/18.3 shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator's withdrawal.

- 18.7 If, within seven days of receipt of the notice of challenge, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily, IDAC India shall decide the challenge. IDAC India may request comments and/or submissions on the challenge to be made by the parties and the arbitrator(s) and set a schedule for such comments and/or submissions to be made.
- 18.8 If IDAC India sustains the challenge, a substitute arbitrator shall be appointed in accordance with the procedure referred to in Article 15; even if during the process of appointing the challenged arbitrator a party had failed to exercise its right to nominate an arbitrator. The time limits provided in Article 15.1/15.3 shall commence from the date of IDAC India's notification to the parties of its decision.
- 18.9 If IDAC India rejects the challenge, the arbitrator shall continue with the arbitration. Unless IDAC India has ordered the suspension of the arbitration pursuant to Article 18.4, pending the determination of the challenge by IDAC India, the challenged arbitrator shall be entitled to proceed in the arbitration.
- 18.10 IDAC India may fix the costs of the challenge (which form part of the IDAC's administrative fees and expenses under prescribed IDAC INDIA Schedule) and may direct by whom and how such costs should be borne. IDAC India may call for deposits towards the costs of the challenge pursuant to Article 18 and may set a time limit for the payment of such deposits upon the expiry of which the challenge shall be considered as withdrawn.
- 18.11 IDAC India's decision made under this Rule shall be final and binding on the parties.

### **Article 19: Acceptance of Mandate as arbitrator**

- 19.1 Once an arbitrator is nominated, the arbitrator shall give the consent and sign a declaration within 3 days from receipt of such nomination. The declaration shall record the arbitrator's acceptance of the mandate and shall disclose whether any circumstances exist that may raise doubts regarding his impartiality and independence keeping in view the provisions of Schedule V, VI, and VII of Arbitration and Conciliation Act 1996 as amended.
- 19.2 The declaration shall be forwarded to all the parties, if any of the Parties object to his proposed appointment he has to object in writing with valid and sufficient reason, within 7 (seven) days from the date of receipt of the same, failing which IDAC India shall proceed with the appointment of the Arbitrator.



- 19.3 In case a party objects to the proposed appointment of an arbitrator, the objection shall be decided by IDAC India. The decision of IDAC India shall be final and binding.
- 19.4 The appointment of the arbitrator shall be final when IDAC India accepts the arbitrator's declaration. IDAC India may cancel the arbitrator's nomination if, in the opinion of IDAC India, the information disclosed by the arbitrator compromises his independence or impartiality.
- 19.5 Upon IDAC India's acceptance of the declaration of all the arbitrators, the Tribunal is deemed to be constituted and it shall conduct its first sitting within 30 days.

## **Article 20: Replacement of Arbitrator**

- 20.1 An arbitrator may be replaced in the event of a successful challenge, failure of impossibility to act or termination of his mandate.
- 20.2 The appointment of the replacement arbitrator shall be in accordance with the rules that were applicable to the appointment of the arbitrator being replaced.
- 20.3 In case the Tribunal comprises of a Sole arbitrator, all previous hearings will be repeated and all previous orders or rulings of the arbitral tribunal will not be invalid solely because there was a change in the composition of the Tribunal.
- 20.4 In case the Tribunal comprises of three members, all previous hearings can be repeated at the discretion of the Tribunal and all previous orders or rulings of the arbitral tribunal will not be invalid solely because there was a change in the composition of the Tribunal.
- 20.5 Articles 15 shall apply to the appointment of the substitute arbitrator.
- 20.6 IDAC India may determine that any opportunity given to a party to make any re-nomination (under these Rules or otherwise) shall be waived if not exercised within 14 days (or such lesser or greater time as IDAC India may determine in its discretion), after which IDAC India shall appoint the replacement arbitrator without such re-nomination. Once reconstituted, and after having invited the parties to comment, the Tribunal shall determine if and to what extent proceedings that have already taken place shall be repeated before the reconstituted Tribunal.

## **Article 21: Emergency Arbitrator**

- 21.1 In cases of exceptional urgency, any party may apply to IDAC India in writing for emergency interim relief prior to the constitution of the Tribunal. The

application shall contain (or be accompanied by), together with all relevant documentation:

(a) A statement briefly describing the nature and circumstances of the relief sought and the specific reasons why such relief is required on an emergency basis;

(b) The reasons why the party is entitled to such relief;

(c) A statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties; and

(d) Confirmation that any fees set by IDAC India for proceedings brought pursuant to this Appointment of Emergency Arbitrator have been paid (without which the application shall be treated as not having been received by IDAC India).

21.2 IDAC India shall determine the application as soon as possible in the circumstances, and, if granted, shall seek to appoint an Emergency Arbitrator within one business day of receipt by IDAC India of such application and payment of any required fee. The Emergency Arbitrator shall comply with the requirements of Article 17.

21.3 Prior to accepting his appointment, a prospective Emergency Arbitrator must disclose to IDAC India any facts or circumstances which may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by IDAC India to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

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

21.5 The Emergency Arbitrator may conduct proceedings in any manner he determines to be appropriate in the circumstances, taking into account the nature of such proceedings and the need to provide a reasonable opportunity to all parties to be heard. The Emergency Arbitrator may conduct proceedings by telephone or video conference or require written pleadings as alternatives to a formal hearing. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, and shall have the power to resolve any disputes over the application of this Article 21 (or any part thereof).

21.6 The Emergency Arbitrator shall decide the claim for emergency relief as soon as possible, but not later than 14 days following the Emergency Arbitrator's appointment. This deadline may only be extended by the Council in exceptional circumstances or by the written agreement of all parties to the emergency proceedings.

- 21.7 The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary. An order or award of the Emergency Arbitrator shall be made in writing, with a brief statement of reasons. An order or award of an Emergency Arbitrator shall comply with Article 35.1 and, when made, shall take effect as an Award under Article 35.2. The Emergency Arbitrator shall have the power to modify or vacate the order or award for good cause shown.
- 21.8 Any interim relief ordered or awarded by an Emergency Arbitrator shall be deemed to be an interim measure ordered or awarded by a Tribunal. The parties undertake to comply with any such interim measure immediately and without delay and they also waive their rights to any form of appeal, review or recourse to any state court in respect of any such interim measure insofar as such waiver may validly be made.
- 21.9 The Emergency Arbitrator shall have no further power to act after the Tribunal is constituted. Any order or award of the Emergency Arbitrator may be confirmed, varied, discharged or revoked, in whole or in part, by an order or award made by the Tribunal upon application by any party or upon its own initiative. The Tribunal is not bound by the reasons given by the Emergency Arbitrator.
- 21.10 Any order or award of emergency relief may be conditioned on the provision of appropriate security by the party seeking such relief.
- 21.11 The costs associated with any application pursuant to this Article 19 shall initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.
- 21.12 These Rules shall apply as appropriate to any proceeding pursuant to the Article 15, taking into account the inherent urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and binding on the parties, subject to Article 21.9.

## **Article 22: Rules of Procedure**

- 22.1 The arbitral tribunal in consultation with the parties and in line with IDAC India rules shall decide the arbitration procedure.
- 22.2 The Tribunal shall prepare a time-table as soon as possible and shall provide the same to the Parties and to the IDAC India Registry.

## **Article 23: Pleadings**

### **A) Statement of Claim and Defence**

- 1) The statement of Claim and Defence, along with Counter-claim (if any) will be submitted in accordance with the time line established by the Tribunal.

The Parties are required to adhere strictly to the time line to avoid delay and additional costs.

- 2) If the Respondent fails to present its case in the opportunity presented to it, the Tribunal shall in its discretion, proceed with the arbitration and make an award.

#### **B) Amendments to the Statements of Claim or Defence**

- 1) A party may amend, supplement or modify its claim, counterclaim or other pleadings, unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.
- 2) An amendment or supplementation of the claim, defence or counter-claim may lead to additional costs as assessed by IDAC India. The Party seeking the amendment or supplementation has to bear the additional costs, if any.

### **Article 24: Interim Measures**

- 24.1A request for an interim measure shall be made in writing to the Tribunal.
- 24.2 The Tribunal shall decide on the request for an interim measure as expeditiously as possible, after giving parties in dispute an opportunity to be heard. The manner in which the hearing shall be conducted is left to the discretion of the Tribunal.
- 24.3 The Tribunal shall decide as amiable compositor based on equity and conscience only, if the parties have expressly authorised the Tribunal to do so.
- 24.4 In all cases, the Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction to the extent that the Tribunal considers it relevant to the arbitration.
- 24.5 The Tribunal can award any interim measure it deems necessary. The award for an interim measure shall be in writing. The award may be modified or vacated by the Tribunal if the circumstances so require.
- 24.6 If the said interim measure application is moved by a party on urgent basis and if a special sitting is necessary for deciding the said application, the corresponding costs and arbitrator fees shall be deposited by the party moving the said application, along with the application.
- 24.7 The above said costs of the special hearing shall be determined by IDAC India.

## **Article 25: Evidence**

25.1 The Tribunal shall determine the admissibility, relevance, materiality and weight of any evidence, including whether to apply strict rules of evidence or not. The Tribunal shall not be bound to apply any rules of evidence.

25.2 In addition to the powers specified in these Rules, and not in derogation of the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to: (a) conduct such enquiries as may appear to the Tribunal to be necessary or expedient; (b) Order the parties to make any property or item available for inspection; (c) Any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession, custody or control which the Tribunal considers relevant to the case and material to its outcome; and (d) determine any claim of legal or other privilege.

## **Article 26: Witnesses**

26.1 The Tribunal may require the parties to identify the witnesses they wish to examine and provide the following information:

26.1.1. Subject matter of the witness' testimony;

26.1.2. Relevance to the dispute;

26.1.3. Availability of the witness.

26.2 The Tribunal has the discretion to allow, refuse or limit the appearance of witnesses.

26.3 The Tribunal may hear witnesses in person or through other means that do not require their physical presence (e.g. Videoconference).

26.4 Subject to the approval of the Tribunal, the testimony of a witness may be submitted in written form as a sworn affidavit. However, such witness must be present for cross-examination.

26.5 Assistance of Court in taking evidence: The Arbitral Tribunal, or a party with the approval of the Arbitral Tribunal, may apply to the Court for assistance in taking evidence, if required, the parties request shall specify:- (i) the names and addresses of the parties and the Arbitrators; (ii) general nature of claim and relief sought; (iii) the evidence to be obtained in particular; (iv) the name and address of any person to be heard as expert witness and a statement of the subject matter of the testimony required. (v) The description of any document to be produced or premises to be inspected.

26.6 For the purposes of taking assistance of court in taking evidence, if required, the Arbitral Tribunal may if it deems fit, engage legal assistance and the

expenses for the same will be paid by the party/parties in a manner indicated by the Tribunal.

### **Article 27: Site Visits**

The Arbitral Tribunal may, on the request of a party or the Tribunal itself consider necessary to do so, inspect or require the inspection of any site, property, machinery, facility, product, etc or process as it deems appropriate. A party may request such an inspection at any reasonable time prior to any hearing, and the Tribunal, if it grants such a request, shall inform the parties in dispute of the time of such visit and arrangements to be made for such inspection.

### **Article 28: Submission of Technical brief and Prototype**

The Arbitral Tribunal may, where the parties so agree, shall decide that the parties to the dispute shall jointly provide:

- (i) A technical brief setting out the background of the scientific, technical or other specialized information necessary to fully understand the matters in issue; and
- (ii) Prototype, drawings or other materials that the Tribunal or the parties require for reference purposes at any hearing.

### **Article 29: Hearings**

- 29.1 The Tribunal shall schedule the hearings well in advance and give all parties reasonable notice of the date, time and place of the hearing.
- 29.2 The Tribunal shall ensure that a record of the hearings is made and signed by the Tribunal. The Registry shall communicate a copy of the record to the parties.
- 29.3 The Parties jointly may waiver of their certain procedural rights for example agreeing to a documents-only arbitration, with no oral hearings.

### **Article 30: Expert**

- 30.1 The Tribunal may appoint one or more Experts, unless the parties agree otherwise, to report on a specific issue/s to be determined by the Tribunal.
- 30.2 The Expert appointed by the Tribunal shall remain independent and impartial of the parties throughout the arbitration.

- 30.3 The fees of the Expert shall form part of the cost of the arbitration and shall be borne by the Parties equally. The said cost of expert witness shall be in addition to the fees structure provided in the Schedule of Fees of IDAC India.

### **Article 31: Further Pleadings**

- 31.1 All statements, documents or other information supplied to the Tribunal and IDAC India by one party shall simultaneously be supplied to the other party.
- 31.2 The Tribunal shall decide whether further pleadings shall be required from the parties or may be presented by them. The Tribunal shall fix the periods of time for communicating such pleadings, if any. The Tribunal may further limit the length and scope of written pleadings and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.
- 31.3 The Tribunal may at any time during the proceedings, if it considers it appropriate, require the parties, in consultation with the Tribunal, to prepare an agreed list of issues to be determined by the Tribunal.

### **Article 32: Additional Powers of the Tribunal**

In addition to the powers specified in these Rules, and not in derogation of the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:

- 32.1. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the nature of the trade/activity applicable to the transaction.
- 32.2. Order the correction of any contract, but only to the extent required to rectify any mistake which it determines to have been made by all the parties to that contract. This is subject to the condition that the proper law of the contract allows rectification of such contract;
- 32.3. order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;
- 32.4. issue an award for unpaid deposits towards the costs of the arbitration where a party to the arbitration has paid the non-paying party's share of the deposits on behalf of the non-paying party;
- 32.5. direct any party to ensure that any Award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party;
- 32.6. order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;
- 32.7. Order any party to provide security for all or part of any amount in dispute in the arbitration; and



- 32.8. Decide, where appropriate, any issue not expressly or impliedly raised in the pleadings filed under Articles 23, provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond.
- 32.9. Adjournments sought by any party to the dispute will not be allowed as a matter of routine to discourage dilatory tactics. However, Arbitral Tribunal, in its discretion under special circumstances that are considered reasonable by it, may allow any adjournment requested by any party to the dispute subject to levy of cost on the party requesting for adjournment.

### **Article 33: Encourage Settlement**

- 33.1. The Tribunal may take steps to facilitate settlement of the dispute, unless otherwise agreed by the parties. Such steps taken by the Tribunal shall not constitute a ground to challenge the impartiality of the arbitrator.
- 33.2. Subject to the agreement of the parties, the arbitral tribunal may use mediation, conciliation or other procedures at any time during the arbitral proceedings to encourage settlement. Unless the parties otherwise agree, the arbitrator(s) and the mediator(s) will generally be different persons.
- 33.3. If the parties settle their disputes amicably during the course of the arbitral proceedings, the arbitral tribunal may, with the consent of the Parties, record the settlement in the form of an arbitral award on agreed terms.

### **Article 34: Closing of Proceedings**

The arbitral tribunal shall close the proceedings after ascertaining that the parties have presented their case and have no further proof or witnesses to present. The Tribunal may reopen the proceedings in exceptional circumstances on its own motion or upon application of a party.

### **Article 35: Award**

- 35.1. Form: An arbitral award shall be made in writing specifying the date and place of award and shall be signed by all or the majority members of the arbitral tribunal.
- 35.2. The Tribunal shall submit all draft awards to IDAC India within 90 days from the date on which the Tribunal declares the proceedings closed unless, in exceptional circumstances, and further to an application by the Tribunal or on IDAC India's own motion, IDAC India extends the time for submission of the draft award. IDAC India may, as soon as practicable, suggest modifications as to the form of the draft award and, without affecting the Tribunal's liberty of



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

- 35.3. The award shall always be a reasoned award, unless the parties have agreed in writing that no reason need to be given.
- 35.4. Time-period: The award shall be made within a period of twelve months from the date the arbitral tribunal enters upon the reference. For the purpose of this, an arbitral tribunal shall be deemed to have entered upon the reference on the date when the arbitral tribunal Calls upon the parties to the disputes to make their submission to the arbitral tribunal. The arbitral tribunal on receipt of the intimation of their appointment shall call upon the parties to do so maximum within a period of 15 (fifteen) days.
- 35.5. The parties may, by consent, extend the period specified in the above mentioned section for making award for a further period not exceeding six months.
- 35.6. **If the award is not made within the period specified in Article 35.4 or the extended period specified in Article 35.5** the mandate of the arbitrator(s) shall stand terminated if the specified time is not extended in terms of Sec 29-A(4) of the Arbitration and Conciliation Act 1996.
- 35.7. Delivery: When the award has been made, the Registry shall furnish a signed copy of the award, duly certified by the Centre, to all the parties, provided the costs of the arbitration have been fully paid to IDAC India.
- 35.8. The Centre may publish the award, unless otherwise agreed by the Parties.
- 35.9. If the Parties wish to keep the award confidential, the Centre may publish a summary of the award after deducting the names of the parties, for the purpose of strengthening the arbitration jurisprudence of India.

### **Article 36: Interpretation, correction and additional award**

- 36.1. An application for correction and/or interpretation of the award or an additional award as so claims presented in the arbitral proceedings but omitted from the arbitral award shall be made within 15days of receipt of the award by the concerned party.
- 36.2. A decision of the arbitral tribunal to correct or interpretation the award shall take the form of an addendum, shall be in writing, and shall be rendered within 30 days from the receipt of the request.

- 36.3. The arbitral tribunal may render an additional award as so claims presented in the arbitral proceedings but omitted from the arbitral award and the same shall be made within 30 days from the receipt of the request.

### **Article 37: Decision on costs**

- 37.1. The arbitral tribunal may make an award on costs if it is prayed by the Parties in accordance with the IDAC Schedule of Fees.
- 37.2. The award on costs may be made differently by recording reasons, if the same is not in accordance with the Article 36.3.
- 37.3. Apportionment: The arbitral tribunal shall have the authority to fix the costs of the arbitration in the final award in accordance with the IDAC Schedule of Fees and normally such costs will be borne by the unsuccessful party. If however, arbitral tribunal feels that cost need to be apportioned, the same may be decided by the arbitral tribunal indicating the reasons for the same and how the cost shall be apportioned. For these purposes, the term 'costs of the arbitration' shall include the Tribunal's fees and expenses, the administrative fees and expenses of the Centre, the cost of experts appointed by the Tribunal, legal expenses incurred by the parties and the costs of other assistance that may be required by the Tribunal.
- 37.4. Refund of deposits: If the arbitration is terminated or settled or the claim/counter claim is withdrawn, then the Tribunal's fees paid in advance shall be proportionately refunded.

### **Article 38: Interest**

- 38.1. The arbitral tribunal may award interest at such rate as it deems reasonable as per law, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made, unless the same is prohibited by the contract.
- 38.2. Unless otherwise provided in the award, the sum directed to be paid by an arbitral award shall carry interest at the rate of two percent, higher than the current rate of interest prevalent on the date of the award to the date of payment. It is hereby clarified that the expression "current rate of interest" shall have the same meaning as assign to it under clause (b) of section 2 of the Interest Act 1978 (14 of 1978)

### **Article 39: Confidentiality**

- 39.1. Unless otherwise agreed by the Parties in writing, the arbitration shall remain confidential.

- 39.2. The deliberation of the Tribunal shall remain confidential, save to the extent that disclosure is mandated by law.

#### **Article 40: Decision of the Centre Binding**

- 40.1. The decisions of IDAC India with respect to arbitration or any matter connected thereto are binding upon the Parties and the Tribunal. IDAC India is not obliged to give reasons for their decisions.
- 40.2. The Parties herein waive their right to appeal any decisions of IDAC India before any judicial authority.

#### **Article 41: Waiver**

A party who knows that any requirement under these Rules has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compliance without undue delay or, if a time limit is provided for stating that objection, within that period of time, shall be deemed to have waived his right to so object.

#### **Article 42: Arbitration Fee**

- 42.1. The Fees for the Arbitration Includes Arbitral Tribunal's Fees, Administrative expenses of IDAC India.
- 42.2. The Fees Schedule for the Arbitration shall be as per schedule of fee laid down here-in-after in Schedule I and Schedule II in respect of Arbitration matter which shall apply to all arbitrations seated in India.
- 42.3. Alternative methods of determining the Tribunal's fees may be agreed by the parties with the consent of IDAC India. IDAC India shall not consent to any fee proposal which, in its absolute discretion, it deems to be unsuitable or inappropriate. In no circumstances shall the Tribunal be entitled to charge any form of sitting fee or fixed fee for attendance at hearings.
- 42.4. IDAC India may fix the Tribunal's fees, at a figure higher or lower than that which would result from the application of the Schedule of Fees, should this be deemed necessary due to the exceptional circumstances of the case.
- 42.5. 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.

## IDAC India's Domestic Arbitration Fee Structure

Sr. No.	Sum in dispute	Arbitration Fees (Per Arbitrator)	Filing Fees
<b>1</b>	Up to Rs. 5,00,000/-	Rs. 42,000/-	Rs. 3,000/-
<b>2</b>	Above Rs. 5,00,000/- and up to Rs. 20,00,000/-	Rs. 42,000/- plus 3.5 per cent. Of the claim amount over and above Rs. 5,00,000/-	Rs. 5,000/-
<b>3</b>	Above Rs. 20,00,000/- and up to Rs. 1,00,00,000/-	Rs. 94,500/- plus 3 per cent. of the claim amount over and Rs. above Rs. 20,00,000/-	Rs. 7,500/-
<b>4</b>	Above Rs. 1,00,00,000/- and up to Rs. 10,00,00,000/-	Rs. 3,34,500/- plus 1 per cent. Of the claim amount over and above Rs. 1,00,00,000/-	Rs. 25,000/-
<b>5</b>	Above Rs. 10,00,00,000/- and up to Rs. 20,00,00,000/-	Rs. 12,34,500/- plus 0.75 per cent. Of the claim amount over and above Rs. 10,00,00,000/-	Rs. 50,000/-
<b>6</b>	Above Rs. 20,00,00,000/-	Rs. 19,84,500/- plus 0.5 per cent of the claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs. 30,00,000/-	Rs. 1,00,000/-
<b>Notes:</b>	<p><b>1.</b> 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.</p> <p><b>2.</b> Filing Charges is to be paid along with the application for appointment of an Arbitrator by a Cheque/Bank Transfer drawn in favour of IDAC INDIA.</p> <p><b>3.</b> The Above Arbitral Tribunal's fee &amp; filing fees will be applicable on the value of Counter Claims (If any), also.</p> <p><b>4.</b> The Above Fee structure is subject to review as when the revision in fee payable is made under Schedule 4 of Arbitration &amp; Conciliation Act 1996.</p> <p><b>5.</b> The Fees Payment will be made as per schedule provided by IDAC India.</p> <p><b>6.</b> GST or any taxes will be charged extra on the above fees as per applicable Law.</p> <p><b>7.</b> Travelling, Lodging, Boarding if required for arbitrators from outstation, parties will equally share the actual costs in addition to the above fee structure.</p>		

**IDAC India's Domestic Fee Structure  
For MSME Sector  
(This Schedule is applicable only for the cases which are referred by  
MSME Council)**

Sr. No.	Sum in dispute	Arbitration Fees	Filing Fees	Total Fees
1	Up to Rs. 5,00,000	Rs. 21,000/-	Rs. 1500/-	Rs. 22,500/-
2	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/-
3	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/-
4	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/-
5	Rs. 10,00,00,001/- and up to Rs. 20,00,00,000/-	Rs. 6,17,250/-	Rs.7500/-	Rs. 6,24,750/- + 1 per cent. Of the claim amount over and above Rs. 10,00,00,000/-
6	Above Rs. 20,00,00,000/-	Rs. 9,92,250/-	Rs. 10,000/-	Rs. 10,02,250/- + 1 per cent. Of the claim amount over and above Rs. 20,00,00,000/-
<b>Notes:</b>	1.The Filing Fees is to be paid along with the application for appointment of an Arbitrator by a Cheque/Bank Transfer drawn in favour of IDAC INDIA.			
	2.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 1 above.			
	3. The Fees Payment will be made as per schedule provided by IDAC India			
	4. GST will be charged extra on the above fees as per applicable Law.			

**Article 43: Advance Costs/Deposits**

43.1. 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.

- 43.2. The Arbitral Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be borne equally by the parties in dispute.
- 43.3. The total cost of the arbitration shall be equally borne by the parties to the arbitration.
- 43.4. Failure by the Claimant to deposit the required fee within the time stipulated by IDAC India shall amount to withdrawal of the claim.
- 43.5. 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.
- 43.6. 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.
- 43.7. 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
- 43.8. 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.
- 43.9. 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.
- 43.10. 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 44: Exclusion of Liability**

44.1. The Centre and the Arbitral Tribunal shall not be liable for any act or omission made in good faith, while acting in relation with or in connection to an arbitration under these rules. Once the award is rendered and the possibility to seek amendments referred to in amendments in Article 36 has lapsed, the Centre and the arbitral tribunal shall not be under any obligation to make any statements in relation with or in connection to arbitration under these Rules. Furthermore, no party shall seek their appearance as a witness in any legal proceedings in relation with or in connection to arbitration under these rules.

## **General Rules**

- i) With respect to matters not covered by these rules, the Court and the arbitral tribunal shall act in accordance with the spirit of these rules.
- ii) These Rules including the schedule of fees may be revised, altered or amended by the Centre. All such amendments shall apply prospectively and will not impact pending arbitration proceedings, unless specifically made applicable.
- iii) In case there is any doubt regarding the interpretation of these Rules, IDAC India will be the Sole authority responsible for interpreting them and its/his decision shall be final and binding.