

**THE INDIAN INSTITUTION OF TECHNICAL ARBITRATORS
ARBITRATION CENTRE**

IITArb Arbitration Centre Arbitration Rules 2020
(for Arbitration other than International Commercial Arbitration)

December 2020

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PRELIMINARY

1.0 Title, Scope and Jurisdiction

- (1) These Rules may be called IITArb Arbitration Centre Arbitration Rules (for Arbitration other than International Commercial Arbitration), for short, IITAAC Arbitration Rules, which are in two parts, namely, Part-1: Institutional Arbitration Rules and Part-2: Arbitration Centre Management Rules.
- (2) The Institutional Arbitration Rules shall apply where the parties have agreed in writing, that any dispute, which has arisen or which may arise between them, in respect of a defined legal relationship, whether contractual or otherwise, shall be arbitrated under the IITAAC Arbitration Rules.
- (3) The Institutional Arbitration Rules shall also apply where the parties sign a joint memorandum agreeing to their dispute being resolved by arbitration in accordance with the IITAAC Arbitration Rules, in any proceedings in any Court.
- (4) Arbitration Centre Management Rules in Part-2 are framed for governing the internal management of the Arbitration Centre for administration of arbitration other than international commercial arbitration, which includes the structure, power, duty and function at the Centre and rules for empanelment of arbitrators. It also includes duties of empaneled arbitrators in general and duty and liability of an arbitrator when appointed in any arbitration proceeding or after passing the award.
- (5) Indian Institution of Technical Arbitrators (hereinafter referred as "IITArb") presently has Head Quarters at Chennai and State Centres at Delhi, Kolkata, Mumbai, Hyderabad, Chennai, Bengaluru and Thiruvananthapuram. Besides, it also has a Local Centre at Kochi and more Centres may come up in other parts of India. These rules shall be applicable to Head Office and all State/Local Centres.
- (6) Each State Centre shall deal with Arbitration related matters which fall within its jurisdiction as given in Annexure-A.
- (7) Normally the arbitration matter shall be dealt by the State Centre in whose geographical jurisdiction the arbitration matter falls or to whom the matter is assigned by the Empowered Committee.

- (8) The President IITArb shall be the Patron-in-Chief of all IITArb Arbitration Centres. The President IITArb will deal with all arbitration matters referred to IITArb and shall have the powers to allocate arbitration matters to State Centres.
- (9) Chairman of each State Centre of IITArb shall be ex-officio head of the respective Centre & shall have full powers under these rules in respect of matters referred by the Empowered Committee.
- (10) The Rules shall come into force on December 21, 2020.

2.0 Definitions

- (1) In these Rules, unless the context otherwise requires-
 - (a) “Act” means the Arbitration and Conciliation Act, 1996 of India as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and the Arbitration and Conciliation (Amendment) Act 2019; and any further amendment to the same, as are applicable.
 - (b) “Arbitral Award” means award made by Arbitral Tribunal in accordance with these Rules and includes an Interim Award;
 - (c) “Arbitrator” means a person appointed as an Arbitrator by the Centre or any appointing authority or by consent of parties or by any High Court or any Court substituting an Arbitrator as per IITAAC (Arbitration) Rules.
 - (d) “Arbitral Tribunal” means a Sole Arbitrator or a Panel of Arbitrators.
 - (e) “IITAAC Arbitration Rules” means the Indian Institution of Technical Arbitrators Arbitration Centre Arbitration Rules, as amended from time to time.
 - (f) “Centre” means IITArb State Centre having jurisdiction in the arbitration matter.
 - (g) “Chairman” means elected Chairman of the IITArb of the concerned State Centre as per the Bye-Laws of IITArb.
 - (h) “Claimant” includes one or more Claimant and “Respondent” includes one or more Respondent.
 - (i) “Confirming Party” means a Party to an arbitration agreement and who has signed the Terms of Reference.
 - (j) “Coordinator” means the Coordinator so appointed under Rule 51.

- (k) "Council" means the Arbitration Council of India when established under section 43(B) of the Act.
 - (l) "Dispute" includes differences of any kind under the arbitration agreement of the parties.
 - (m) "Empowered Committee" means the Empowered Committee of the IITAAC at HQ of IITArb, constituted under Rule 43.
 - (n) "GC"- Governing Council of IITArb.
 - (o) "IITAAC" means Indian Institution of Technical Arbitrators' Arbitration Centre.
 - (p) "IITAAC Panel of Arbitrators" means the Panel of Arbitrators (for short, the Panel) prepared/notified by Empowered Committee.
 - (q) "Joint Memorandum" means a memorandum jointly signed by the parties as contemplated in these Rules and in the form as prescribed in Schedule of these Rules.
 - (r) "Party" means a Party to an arbitration agreement.
 - (s) "President" means the elected President of IITArb HQ as per the By-Laws of IITArb.
 - (t) "Registrar" means Registrar of a state centre.
 - (u) "Registrar General" means Registrar General of the Headquarter.
 - (v) "Request" means a written communication to IITArb invoking arbitration or to commence the arbitration in accordance with these Rules.
 - (w) "Rules" mean the IITAAC (Arbitration) Rules.
 - (x) "Seat" means juridical place of arbitration.
 - (y) "Select Committee" means the Committee constituted by a State Centre under Rule 46.
 - (z) "Submission Agreement" means an agreement to arbitrate such agreement being not part of the main contract.
- (2) The words and phrases not defined here shall bear the same meaning as used or defined in the Act.
- (3) Any pronoun in these Rules shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural in the appropriate circumstances.

PART-I – Institutional Arbitration Rules

Chapter-1: GENERAL PROVISIONS

3.0 Language

The proceedings will be conducted in English, unless the parties have agreed for any other language and the Centre has accepted it.

4.0 Default of parties

Unless otherwise agreed by the parties-

- (a) If the Claimant fails to submit its Statement of Claims in accordance with the Rule(s) without showing sufficient cause, the Arbitral Tribunal shall terminate the proceedings with respect to the claims.
- (b) If the Respondent fails to submit its Statement of Defence in accordance with the Rule(s) without showing sufficient cause, the Arbitral Tribunal shall continue the proceedings without treating that failure in itself as an admission of the allegations by the Claimant. Arbitral Tribunal shall have the discretion to treat the right of the Respondent to file such statement of defence as having been forfeited.
- (c) If a Party fails to appear at an oral hearing or to produce documentary evidence, the Arbitral Tribunal may continue the proceedings and make the arbitral award based on the evidence before it.

5.0 Default of Arbitrators

When, after the constitution of the Arbitral Tribunal, an Arbitrator fails to proceed without undue delay or to participate in two successive hearings, without sufficient cause to the satisfaction of the Chairperson, Empowered Committee/Select Committee of IITAAC, his mandate to act as an Arbitrator shall be terminated by the decision of Empowered Committee/Select Committee as the case may be and the substitute Arbitrator would be appointed as per the same procedure as was adopted for original appointment.

6.0 Venue of Arbitration

Ordinarily the venue of arbitration shall be fixed by the concerned center of IITAAC. This can be different from the seat or juridical place of arbitration, which shall be the place as agreed by the parties or in absence of the same, as determined by the Arbitral Tribunal.

7.0 Fees and Deposits

- (1) The Registrar may require the parties, before referring the case to the Arbitral Tribunal, to deposit in advance in one or more installments, such sums of money as he deems necessary to defray administrative expenses and Arbitrator's fees.
- (2) The deposits shall be called for in equal shares from the Claimant and the Respondent. The Registrar may, during the course of the arbitration proceedings, require further sums to be deposited by the Parties or anyone of them to meet the costs of the arbitration.
- (3) Fee structure for Arbitral Tribunal and administrative expenses shall be as per Annexure-C.
- (4) When one of the parties neglects or refuses to make the deposit, the Registrar may require such deposit, whether in relation to a Claim or a Counter-claim, to be made by the other Party to the dispute (Claimant or Respondent as the case may be). Should the whole or part of the deposit be not made by the Parties or any one of them, the Registrar shall inform the Parties or the Party concerned that the Claim or Counter-claim, as the case may be, will not be the subject matter of the reference.
- (5) The Arbitral Tribunal shall proceed only in respect of those Claims or Counter-claims for which the deposits have been duly paid to the Centre and otherwise may order the suspension or termination of the arbitral proceedings for such disputes/claims.
- (6) All deposits towards administrative expenses and fees shall be made with the Centre and no payment shall be released to the Arbitrators directly by the parties. The deposit made by the parties shall be taken into account by the Arbitral Tribunal in apportioning the costs while making the Arbitral Award. Any deposit made in excess shall be refunded to such Parties as the Registrar may direct.
- (7) The IITAAC shall have a lien on the Arbitral Award for any unpaid costs of the Arbitration including adjournment cost, administrative expenses and the fees of the Arbitrator and the Award will not be notified to the parties unless all such costs have been fully paid to the Centre by the parties or by one of them.

8.0 Additional Fees and Expenses

The Arbitral Tribunal shall be entitled to allow fees and expenses of witnesses, expenses connected with the selection and carriage of sample and examination of goods, if required, conveyance, hire, cost of legal or technical advice or proceedings in respect of any matter arising out of the arbitration incurred by the Arbitral Tribunal, and any other incidental expenses and charges in connection with or arising out of the reference or award as the Arbitral Tribunal may, in its absolute discretion, decide.

9.0 Exclusion of Liability

Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the law in India, any claim against the Arbitrators, Parties/Arbitral Tribunal appointed Expert(s), Coordinator, the appointing authority and the IITArb Arbitration Centre based on any act or omission in connection with the arbitration. No staff, personnel, officers of IITAAC shall be under obligation to make a statement to any person about any matter concerning the arbitration, nor shall the parties seek to make any of these persons as a witness in any legal or other proceedings arising out of the arbitration.

10.0 Confidentiality

- (1) Unless otherwise agreed by the parties, confidentiality of the arbitration procedure shall be maintained and all applications which the Parties desire to make to the Arbitral Tribunal and all notices to be given to the Parties before or during the course of arbitration or otherwise in relation thereto shall be made directly to the Arbitral Tribunal with a copy to Registrar.
- (2) Notwithstanding anything contained in any other law for the time being in force, IITAAC, the Arbitrators, the counsel for the parties, witness/experts appearing before the Arbitral Tribunal and the parties to the arbitration agreement shall maintain confidentiality of all arbitral proceedings including deliberations of the Arbitral Tribunal except as required in any court proceeding or the award, where its disclosure is necessary for the purpose of implementation and enforcement of award.

11.0 Amendment of Rules

These Rules may be amended by the President of IITArb in consultation with the Governing Council.

Chapter-2: ARBITRATION PROCEDURE

12.0 Request for Arbitration

- (1) Any person desirous to commence arbitration (hereinafter called the 'Claimant') under these Rules shall submit his Request in writing to the IITArb Secretariat for Arbitration addressed to the Registrar General with a simultaneous communication to the other Party (hereinafter called "Respondent") i.e. a notice of arbitration. The request shall be received on the Email Id: registrar.general.iitarb@gmail.com as well as through Speed Post/Courier at the following address:

The Registrar General, IITArb, 23/12, 5th Main Road, Kasturbanagar, Adyar, Chennai – 600 020 (Tamil Nadu).

If agreed by the parties such request can also be made by an authority for reference to arbitration and appointment of Arbitrator.

- (2) The Request for arbitration by Claimant shall contain the following information:
 - a) Name in full, description, contact details and address of each of the parties.
 - b) Description of the nature and circumstances of the dispute giving rise to the claim(s).
 - c) Statement of the relief sought, including, to the extent possible, an indication of any amount(s) claimed and all supporting documents.
 - d) Relevant agreements and, in particular, a copy of written arbitration clause or written arbitration agreement.
 - e) Provisional "Terms of Reference" and the issues to be adjudicated.
 - f) All relevant particulars concerning the Arbitrators i.e. their number, qualifications, if any prescribed in the arbitration agreement on which parties have already agreed in writing.
 - g) Names of at least three Arbitrators in order of preference from the panel of Arbitrators if the Claimant has to nominate one Arbitrator for a tribunal of three Arbitrators as per the agreement of the parties. The Claimant may also propose three names in order of preference from the panel of Arbitrators if the arbitration is by a sole Arbitrator.
 - h) Order of Court, if any, passed in proceedings referring to these Rules, along with the signed joint memorandum.

- (3) The Claimant may also file its Statement of Claims, with the Request along with all documents in support of the claim with a copy endorsed to the Respondent.
- (4) The Claimant shall submit sufficient number of copies of the Request and also soft copy thereof being one copy for the Centre, one copy for each Arbitrator(s) (if the number of Arbitrators is mentioned in the arbitration agreement) and one copy for each of the Respondent.
- (5) The Claimant shall also make payment of the Registration Fee as prescribed as a part of Administrative Charges, in accordance with the IITAAC Fee Rules (Annexure-C) in force on the date the request is submitted.
- (6) In the event the Claimant fails to comply with any of the aforesaid requirements, the Registrar General may fix a time limit within which the Claimant must comply, failing which, the file shall be closed without prejudice to the right of the Claimant to submit the claims by way of a fresh request, subject to sub-para (7) below.
- (7) The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall finally be resolved by the Arbitral Tribunal.
- (8) The Registrar General shall send a copy of the Request for Arbitration within seven days to the Respondent for his Reply to the Request.
- (9) The Registrar General would examine the Claimant's request for Institutional Arbitration and the Respondent's 'Reply to Request' with reference to the Arbitration Clause and considering the location of the work in question and then place the matter before the Empowered Committee, which shall appoint the Arbitrator(s) in consultation with the State Centre Concerned.
- (10) The Registrar General shall notify the appointment of Arbitrator(s) to the parties and the relevant State Centre of the Institution.
- (11) The Empowered Committee in its discretion may authorize a State Centre to appoint the Arbitrator(s) and if so the State Centre shall notify to all concerned the appointment(s) made within a period of two weeks after receiving the directions from Registrar General.
- (12) The concerned State Centre shall be responsible for administering the Arbitration in the matter referred.

- (13) Arbitral proceedings shall be deemed to commence for any claim on the date on which the Respondent receives the notice for arbitration for the claim unless the parties have agreed otherwise. The arbitration proceeding shall commence for a counter claim or any amendment to a claim under section 23(3) of the Act on the date the counter claim or the amended claim or counter claim is filed by the Party before the Arbitral Tribunal. In case, the counter-claim has been submitted to the Registrar or Registrar General before the Arbitral Tribunal is constituted, the counter claim shall be deemed to have been filed on the date the same is received by the Registrar or Registrar General, as the case may be.
- (14) The Claimant shall make an advance payment of his share of Administrative Costs and Arbitrators' fees, as the Registrar may require, determined in accordance with the IITAAC Fee Rules (Annexure-C) in force on the date the request is submitted.

13.0 Reply to Request

- (1) Within fifteen days from the date of receipt of notice of arbitration from the Claimant or from the date of communication of Request to Respondent by the Registrar General/Registrar, whichever is earlier, the Respondent shall send its written response (the Reply) to the Secretariat addressed to the Registrar General/Registrar, which shall *inter alia*, contain the following information: -
- (a) Respondent's name in full, description, contact details and address;
 - (b) confirmation or denial of all or part of the claim(s) made by the Claimant in the Statement of Claim;
 - (c) comments in response to the nature and circumstances of the dispute giving rise to the claim(s) contained in the Request;
 - (d) response to the relief sought in the Request;
 - (e) provisional "Terms of Reference", if any, and the issues to be adjudicated;
 - (f) comments, if any, concerning the number of Arbitrators and their choice in light of the proposal;
 - (g) names of at least three Arbitrators in order of preference from the panel of Arbitrators if the Respondent has to nominate one

Arbitrator forming a Tribunal of three Arbitrators as per the agreement between the parties;

- (h) In case of Sole Arbitrator Respondent may convey its consent for one of the Arbitrators proposed by Claimant;
 - (i) The Respondent shall also deposit its share of Administrative Charges and Arbitrators' fees determined in accordance with the IITAAC Fee Rules (Annexure-C) in force on the date of the 'Request for Arbitration' and conveyed by the Registrar, within 30 days of the communication by the Registrar. The 30 days' time may be extended by the Registrar by another 15 days on request by the Party with proper reasons.
- (2) The Reply to the notice of arbitration may also include:
- (a) any plea that the Arbitral Tribunal to be constituted under these Rules lacks jurisdiction;
 - (b) statement describing the nature and circumstances giving rise to any counter claim(s) or set off, if any, including where relevant, amount involved, and the relief or remedy sought;
 - (c) Statement of Defence on the Statement of Claims of the Claimant.
- (3) The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the Respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall finally be resolved by the Arbitral Tribunal.
- (4) Subject to para (3) above, the Registrar may, on sufficient grounds in writing explaining the delay, grant an extension of time for filing the Reply and Counter-claim to the Respondent. Such extension shall not be more than thirty days. In case, further extension of time is required by the Respondent, the same shall be granted with appropriate costs as decided by the Registrar.
- (5) Provided, that the request for extension of time shall be entertained only once and such extension shall not exceed thirty days. If the Respondent fails to file his Reply and/or Counter claim, the Registrar shall proceed further in accordance with the Rules.
- (6) Further action, if any, on the failure of the Respondent to file his Reply and/or Counter claim within the time stipulated or the extended time shall be decided by the Arbitral Tribunal.

14.0 Time Frame for submission of pleadings

- (1) Submission of the Statement of Claims by the Claimant and the Statement of Defence by the Respondent shall be completed within a period not exceeding six months from the date the Arbitrator or all the Arbitrators, as the case may be, receive notice in writing of their appointment.
- (2) Arbitral Tribunal shall call a preliminary meeting wherein various dates for submission of Statement of Claims and Statement of Defence by the parties shall be considered, including submissions of reply to counter claims by the Claimant and rejoinder by a Party if any. Unless the parties agree for a timeline for completion of the pleadings, subject to the provision in sub-para (1) above, the time for submission of pleadings shall be determined by the Arbitral Tribunal.
- (3) In case, the Claimant submitted the Statement of Claims with request for arbitration before the Registrar General/Registrar and elects to treat the claims under notice of arbitration as Statement of Claims, the Statement of Claims shall to be cross referred under the Rule of arbitration proceedings in the Preliminary Order issued by the Arbitral Tribunal.
- (4) Similarly, if the Respondent submitted the Statement of Defence in reply before the Registrar and elects to treat the reply as Statement of Defence including counter claim, if any, under this Rule the same shall to be cross referred under the Rule of arbitration proceedings in the Preliminary Order issued by the Arbitral Tribunal.
- (5) Parties shall endorse one copy of all his communication to the Centre and to the opposite Party. Statement of Claims and Statement of Defence, if not already done as required under Rules 12.0 and 13.0 of these Rules, shall be supplied in sufficient number of copies and also in soft copy as desired by the Arbitral Tribunal with one copy to be submitted to the Centre.
- (6) If the Respondent files a Counter claim, the Respondent shall make an advance payment of his share of Arbitrators' fee as the Registrar may require in terms of the IITArb Arbitration Centre (IITAAC) Arbitrator's Fees Rules (Annexure-C) in force on the date the Request is submitted.
- (7) The Claimant(s) shall file a Reply to any Counter claim within 30 days from the date of receipt of the Counter claim communicated by the Respondent.

- (8) The Arbitral Tribunal may, on sufficient grounds in writing explaining the delay, grant the Claimant an extension of time by not more than fifteen days for filing the Reply. Any further delay in filing the reply may be allowed only upon payment of costs as may be deemed appropriate; provided that the request for extension of time shall be entertained only once and such extension with costs can only be allowed for fifteen days.
- (9) Failure of the Claimant to file his Reply to Counter-claim within the time stipulated or the extended time shall constitute a forfeiture of the Claimant's right to file the Reply to Counter claim.

15.0 Application for Adjournment

- (1) Any Party seeking adjournment or change in the timetable fixed for the arbitration proceedings shall file a written request before the Arbitral Tribunal with copy to the Registrar, supported by sufficient and cogent reasons and necessary documents, if any, at least 15 days prior to the date for which such adjournment is sought, along with costs by way of Demand Draft in the name of IITArb, State Centre for a sum of Rs. 10,000/- (Non-refundable). The Arbitral Tribunal may or may not accede to such request after recording its reasons in writing.
- (2) If a request for adjournment could not be made at least 15 days prior to the date for which it is sought, then the same may be entertained by the Arbitral Tribunal only in exceptional cases if it is made in writing and supported by sufficient reasons and necessary documents. Additional Fee, not exceeding Rs. 20,000/- as determined by the Arbitral Tribunal may be payable by the Party requesting such adjournment.

16.0 Representation and Assistance

- (1) Each Party shall intimate, in writing, the other Party and the Registrar of-
 - a) the names and addresses of persons who will represent or assist him or her, and
 - b) the capacity in which those persons will act.
- (2) Once the Arbitral Tribunal has been constituted, the parties or their representatives shall communicate in writing directly to the Arbitral Tribunal, with a copy of the communication to the Registrar.
- (3) Parties may, unless otherwise agreed to by the parties in writing, appoint one or more Expert to report to the Arbitral Tribunal on specific

issues to be determined by the Arbitral Tribunal, subject to provision in para 6 (f) of these Rules.

- (4) In case, the experts appointed by both the parties have different views on the same issue(s), the Arbitral Tribunal may decide to have such experts to jointly appear before the tribunal to provide evidence concurrently or for any discussion and address questions in parallel.

17.0 Appointment of Expert(s) by Arbitral Tribunal

- (1) The Arbitral Tribunal may, unless otherwise agreed to by the parties in writing:
 - (a) Appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal, and
 - (b) Require a Party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for inspection.
- (2) If a Party so requests or if the Arbitral Tribunal deems it necessary, the expert shall, after delivery of his written or oral report, participate in an oral hearing where the parties have the opportunity to put questions to him.
- (3) The expert shall, on the request of a Party, make available to that Party, for examination all documents, goods or other property in the possession of the expert with which he was provided in order to prepare his report.
- (4) If an expert is appointed by the Arbitral Tribunal the fees and costs of such appointment, unless otherwise directed by the Arbitral Tribunal, shall be shared equally by all the parties.

18.0 Written Notices or Communication

- (1) All notices or communication from the Registrar and the Arbitral Tribunal shall be in writing and deemed to have been duly delivered when sent at the last known address of the Party or its duly notified representative. Such notice or communication may be made by delivery against receipt, registered post, courier, that provides a record of the sending thereof. Email communications will also be acceptable except for filing of pleadings/ documents in which case Email communications will be treated as advance information only and will be acted upon only after receipt of hard copies. Soft copies of the Pleadings in MS Word format (Excluding Exhibits) will also be sent by email to the Centre/Arbitrator(s).

- (2) The parties shall file with the Registrar a copy of every notice, communication or proposal concerning the arbitration proceedings. All such notice or communication may be sent by such Party to all the other parties to the proceedings as well as to the Arbitral Tribunal and the Registrar by registered post, courier, electronic mail, facsimile or any other means of tele-communication that provides a record of the sending thereof.
- (3) A notice shall be deemed to have been received the day it is delivered in accordance with sub-para (1) above. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a notice of arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee's electronic address.
- (4) For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when the notice is received.

19.0 Coordinator to compile Documents

The Coordinator shall compile all documents and divide them into separate volumes e.g.

- (a) one volume for orders and pleadings (Request and Reply thereto, Claims and Reply thereto and Counter-claims and Reply thereto);
- (b) one volume for evidence by way of affidavits filed by the parties along with cross-examination if any
- (c) one volume for all documents filed by the parties in support of their respective claims, etc. and shall forward a copy to each member of the Arbitral Tribunal and maintain a separate copy thereof for the record of the Centre.

20.0 Terms of Reference and Arbitration Schedule

- (1) Within fifteen days of the Arbitral Tribunal having received the compilation of documents from the Coordinator, it shall draw up, in the presence of the parties, on the basis of their pleadings, that is to say Claim(s) and Reply thereto, Counter-claim(s) if any and Reply thereto and the provisional terms of reference, if any, suggested by the parties and in the light of their most recent submissions, a document defining the Terms of Reference and Procedure. This document shall include the following particulars:

- (a) Full names and descriptions of the parties,
 - (b) Addresses of the parties to which notices and communications arising in the course of the arbitration are to be made,
 - (c) Summary of the parties' respective claims and of the relief sought by each Party, with an indication to the extent possible of the amounts claimed or counterclaimed,
 - (d) Issues to be determined by the Arbitral Tribunal,
 - (e) Full names, descriptions and addresses of the Arbitrators,
 - (f) The date of entering into reference, which shall be determined as per the Act,
 - (g) Any witness intended by a Party to testify for evidence and details thereof; and
 - (h) Particulars of the procedural Rules mutually agreed between the parties.
- (2) The Arbitral Tribunal shall decide *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorized it to do so.
- (3) The Terms of Reference shall be signed by all the parties and members of the Arbitral Tribunal.
- (4) The Arbitral Tribunal may secure consent of the parties to the terms of reference as finally drawn up in writing through electronic mails, facsimile or such other means of telecommunications which will provide a record of the consent of the parties.
- (5) On failure of the parties to reach agreement the Arbitral Tribunal shall decide the terms of reference and procedure for arbitration as appropriate subject to the provisions of PART I of the Act and shall notify each Party accordingly. The Arbitral Tribunal shall have due consideration for conclusion of the hearing and making the award within 12 months from the date of completion of pleadings under section (4) of section 23 of Act while drawing the terms of reference and procedure.
- (6) Soon after the Terms of Reference have been drawn up, the Arbitral Tribunal, in consultation with the parties, shall draw a timetable for the conduct of the arbitration and shall communicate it to each of them and also to the Registrar. The timetable shall specify:
- a) the date by which the parties shall file documents of disclosure and denial of any particular document, if any;

- b) finalization of issues, if any, based on draft issues submitted by the parties;
 - c) the period within which the parties would file statement of witnesses, if any, by way of affidavit to be treated as their statements made in examination-in-chief;
 - d) the dates when the Arbitral Tribunal shall record oral evidence, if any, to be adduced by the parties by way of cross-examination of the witnesses who tendered their affidavit evidence (treated as their statement in examination-in-chief deposition) and such other oral depositions as the Arbitral Tribunal may permit.
 - e) the dates when the parties would address their arguments before the Arbitral Tribunal;
 - f) A Party seeking to produce oral evidence through any fact witness or Party expert shall submit to the Arbitral Tribunal the particular issues that are intended to be proved by such witness or expert with details of such witness and experts; and the Arbitral Tribunal, on appreciation of the same shall decide whether to allow such evidence, based on whether the same are relevant and material to the matters in dispute.
 - g) A Party seeking disclosure of documents that are not in its possession and are in possession of the other Party, shall submit the specific details of such documents sought to be disclosed along with statement on why such documents are relevant and material to the matters in dispute; and the Arbitral Tribunal, on being satisfied on the same, may order disclosure of such documents by the Party concerned, which shall be complied with the party without any undue delay.
- (7) Each Party shall have the burden of proving the facts relied on to support its claims or defence. The Arbitral Tribunal shall determine the admissibility based on the relevance and materiality of the evidence. The Arbitral Tribunal shall have the power to admit or exclude any documents exhibits or other evidence.
- (8) As far as possible the leading of evidence and the oral argument shall be held on day-to-day basis and adjournments shall not be granted unless sufficient cause is made out. The Arbitral Tribunal may impose costs including exemplary costs on the Party seeking adjournment without any sufficient cause as mentioned in Part I of the Act.

- (9) The Arbitral Tribunal may, where necessary, secure agreement of parties to dispense with formal proof of documents, except in case of documents that are not admitted. If a document is not denied, this itself shall not be construed as admission of the contents of such document.
- (10) Notwithstanding the above at any time during the arbitral proceedings the Arbitral Tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the Arbitral Tribunal may decide. However, a Party submitting any new document after completion of written submissions, can do so only with the express permission of the Arbitral Tribunal.
- (11) Witnesses, including expert witnesses, if any, may be heard under the conditions and examined in the manner set by the Arbitral Tribunal.
- (12) The parties, as well as the Arbitral Tribunal, is required to proceed with the arbitral proceedings without any undue delay. However, in exceptional cases beyond the control of the parties and the Arbitral Tribunal, if it is not possible to complete the proceedings within 12 months from the date of completion of pleadings and the parties have agreed for any extension of time under the provisions of the Act, the same shall be in writing and duly signed by both the parties and submitted before the Arbitral Tribunal with a copy to the Registrar. The Arbitral Tribunal shall make the award by such extended date.

21.0 Consolidation of Proceedings

- (1) On the date fixed for Terms of Reference, the Arbitral Tribunal may, with the consent of the parties, direct consolidation of two or more arbitral proceedings before it subject to the following conditions:
 - a) All parties have agreed to consolidate; or
 - b) All the claims in the arbitrations are made under the same arbitration agreement; or
 - c) All the claims in the arbitrations are made under more than one arbitration agreement where both the parties are same and the disputes in the arbitrations arise in connection with the same legal relationship subject to the compatible arbitration agreements.
- (2) A Party willing to consolidate two or more arbitrations as per Rule 21(1) shall submit a request for consolidation to the Registrar IITAAC with a copy to all other parties and any confirmed or appointed Arbitrators.

- (3) A Party willing to consolidate two or more arbitrations as per Rule 21(1) shall submit required documents as desired by the Registrar IITAAC for consideration of the consolidation request.
- (4) The Registrar IITAAC shall consolidate the arbitrations with the approval of the Chairperson, Select Committee of IITAAC. Arbitrations shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties. The decision of the IITAAC regarding consolidation will be final and binding. IITAAC may suitably adjust its administrative fees and the fees of the Arbitral Tribunal after consolidation.
- (5) Any order made or act done by the Arbitral Tribunal so far during the arbitration procedure of the arbitrations before consolidation shall remain valid unless otherwise agreed by the parties. The fees payable to the relieved Arbitral Tribunal shall be decided by the IITAAC as per the IITAAC Rules and the same shall be paid equally by the parties.

22.0 Joinder of Additional Parties

- (1) Arbitral Tribunal may implead a Party to the arbitral proceedings with the written consent of all the parties to the arbitration agreement and written consent of the Party to be impleaded.
- (2) The proportionate Administrative Costs and Arbitral Tribunal's fee prescribed in the respective schedule shall be payable by the newly added Party.
- (3) The Registrar will determine the proportionate share of Administrative Costs and fee.

23.0 Additional Claims or Counter-Claims

When the parties have not agreed otherwise, after the Terms of Reference have been signed or approved by the Arbitral Tribunal, no Party shall make any Additional Claims or Counter-claims which fall outside the limits of the Terms of Reference unless it has obtained authority to do so from the Arbitral Tribunal, which shall consider the nature of such new Claims or Counter-claims, the stage of the arbitration and other relevant circumstances and the requirement of making the award within the time prescribed under the Act. Provided, however, if admitted, any increase in claim or counter claim shall be intimated by the parties to the Registrar with deposit of additional fees as to be decided by the Centre.

24.0 Hearing Procedure

- (1) Unless agreed otherwise between the parties in writing, the Arbitral Tribunal shall hold oral hearings.
- (2) Unless the Arbitral Tribunal decides to undertake site inspection or for any reason as it may deem necessary, all hearings shall take place in the State Centre of IITArb or at a place as communicated by the Registrar of a Centre.
- (3) The Arbitral Tribunal shall give the parties and the Registrar reasonable notice of hearings scheduled.
- (4) All meetings and hearings shall be in private and will be confidential.
- (5) The Centre shall provide all the logistics like a computer, projector etc. and also a translator, if necessary, subject to costs being borne by the parties.

25.0 Settlement of Dispute

- (1) The Arbitral Tribunal may encourage settlement of the disputes with the agreement of the parties.
- (2) If during the arbitration proceedings, the parties settle the disputes, the Arbitral Tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the Arbitral Tribunal, record the settlement in the form of an Arbitral Award on agreed terms.

Chapter-3: FORMATION OF ARBITRAL TRIBUNAL AND AWARD

26.0 Composition of Arbitral Tribunal

- (1) Arbitral Tribunal shall consist of either sole Arbitrator or three Arbitrators as agreed by the parties.
- (2) When there is no such agreement of the parties the Arbitral Tribunal shall consist of sole Arbitrator for sums in dispute up to Rs. five crore and of three Arbitrators for sums in disputes of more than Rs. Five Crore. The amount of claims and counter claims, but not any amount of set-off, shall be considered for arriving at the value of dispute. However, once the composition of the Arbitral Tribunal is completed with sole Arbitrator based on amount in dispute, the arbitration shall be continued with the sole Arbitrator irrespective of any increase in amount of disputes on a later date.

27.0 Appointment of Arbitrators

- (1) Where the agreement provides for appointment of a sole Arbitrator the Select Committee, as far as possible, shall appoint such Arbitrator from amongst the names of Arbitrators in order of preference suggested, if any, by the Claimant from the IITAAC panel of Arbitrators in its request and consented by the Respondent in its reply and after receipt of response from the parties to disclosure made under the Sixth Schedule of the Act by the Arbitrator(s). However, a person considered ineligible to be an Arbitrator as per the Act shall not be considered for appointment unless as provided in para 26(2) above. The Arbitrator shall be appointed within ten days of receipt of response of parties on disclosure under the Sixth Schedule of the Act or on expiry of fifteen days of communication of such disclosure to the parties if no response is received from the parties, whichever is earlier.
- (2) Where the parties fail to agree upon the sole Arbitrator or the agreed sole Arbitrator is found to be ineligible in the opinion of Select Committee and such ineligibility has not been expressly waived by the parties as above in writing, the Select Committee shall appoint a sole Arbitrator from the IITAAC panel. The Registrar shall communicate to the parties the disclosure under the Sixth Schedule of the Act of such sole Arbitrator from the Panel of Arbitrators simultaneously while proceeding under sub-para (1) above. The Select Committee shall appoint the sole Arbitrator within ten days of receipt of response on disclosure under the Sixth Schedule of the Act or after expiry of fifteen days of communication of such disclosure to the parties if no response is received from the parties, whichever is earlier.
- (3) Where the agreement provides for appointment of three Arbitrators the Registrar shall notify the parties the disclosure as mentioned in para 26 (1) above for all the possible Arbitrators including those suggested by the parties for appointment by the Claimant and the Respondent respectively. The appointment of both the Arbitrators shall be made by the Centre and notified by the Registrar within ten days from the date of receipt of response from the parties on disclosure under the Sixth Schedule of the Act or on expiry of fifteen days of communication of such disclosure to the parties if no response is received from a Party, whichever is earlier. Each out of these two Arbitrators shall be from the names suggested by the parties subject to decision of Select Committee on the response to disclosure under the Sixth Schedule of the Act. The Select Committee shall appoint the third Arbitrator after appointment of two Arbitrators as above from the list forwarded to the parties within ten days of receipt of response on disclosure under the

Sixth Schedule of the Act or after expiry of fifteen days of communication of such disclosure to the parties if no response is received from the parties, whichever is earlier. The third Arbitrator so appointed shall be the Presiding Arbitrator.

28.0 Appointment in Case of Multi Party Arbitration

- (1) In case where there are multiple parties, unless the parties have agreed to another method of appointment of Arbitrator and have agreed for a sole Arbitrator, the multiple parties jointly, whether as Claimant or as Respondent, shall suggest an Arbitrator from the panel of Arbitrators. He shall be appointed following the same procedure as for appointment of sole Arbitrator in para 27(1) and 27(2) above.
- (2) The Select Committee shall appoint the sole Arbitrator if there is no consent on an Arbitrator or on consideration of objection to disclosure under the Sixth Schedule of the Act on the consented candidate the Select Committee decides it not appropriate to appoint the said Arbitrator.
- (3) If the parties have agreed that the Arbitral Tribunal shall consist of three Arbitrators the multiple parties, whether as Claimant or as Respondent, shall suggest choice of Arbitrators from the panel of Arbitrators for appointment. The Arbitrators shall be appointed from choice given by the parties within ten days after receipt of response from the parties on disclosure under the Sixth Schedule of the Act or on expiry of fifteen days of communication of such disclosure to the parties if no response is received from a Party, whichever is earlier.
- (4) In case these Arbitrators are not found suitable by the Select Committee after the receipt of response of parties on the disclosure under the Sixth Schedule of the Act or expiry of fifteen days from the communication of such disclosure, the Select Committee shall be empowered to appoint some other persons as Arbitrators from its panel, after following the same procedure of disclosure and response or waiver to object. The Select Committee shall decide who shall be the Presiding Arbitrator. The Registrar shall notify the parties accordingly.
- (5) If the parties have agreed that the Arbitral Tribunal is to be composed of a number of Arbitrators other than one or three, the Arbitrators shall be appointed according to the method agreed upon by the parties; subject to decision of Select Committee on objection or waiver of objection of disclosure under the Sixth Schedule of the Act.
- (6) In case of failure of any Party to nominate Arbitrator as above, the Select Committee shall take necessary measure with respect to such failure to constitute the tribunal.

29.0 Confirmation of Appointment of Arbitrators

Soon after the Arbitrator(s) has/have been appointed, the Registrar shall send an official communication to that effect to the parties and to the Arbitrator(s).

30.0 Disclosure by Arbitrators and Challenge of Arbitrator

- (1) The Registrar, before issuing letters of appointment as Arbitrator shall request all the Arbitrators to convey to the Registrar on the prescribed form their (a) consent along with his/her availability to decide the dispute, (b) a statement of independence and impartiality as provided under Sixth Schedule of the Arbitration and Conciliation Act, 1996. On receiving the consent of the proposed Arbitrator(s) and after satisfying about the independence and impartiality of the Arbitrator(s) on the basis of the documents, the Registrar shall intimate to all Arbitrators and Parties about their appointment and the constitution of the Arbitral Tribunal. The appointment of the Arbitrator shall take effect from the date of receipt of such intimation about the constitution of the Arbitral Tribunal by the Arbitrator.
- (2) The Registrar shall notify the parties, as soon as possible, the disclosure under the Sixth Schedule of the Act by any Arbitrator under consideration for appointment, whether nominated by the parties or any other authority unless an Arbitrator has already been appointed by the High Court;
- (3) A person considered ineligible to be an Arbitrator in view of Seventh Schedule of the Act, shall not be considered by the Centre as possible Arbitrator unless the parties have waived such ineligibility in writing after the dispute/s have arisen and the same has been submitted to the Registrar.
- (4) The parties are required to respond within fifteen days of above communication by the Registrar on any objection based on disclosure under the Sixth Schedule of the Act. If any Party fails to respond to such disclosure within fifteen days of communication of the same, it shall be deemed to have waived right to object on any grounds that have been disclosed. This shall not, however, waive the right to object, if the Party becomes aware of any other new ground to challenge the authority of the Arbitrator later.
- (5) The objection if any on disclosure under the Sixth Schedule before the appointment of Arbitrator shall be communicated by a Party to the Registrar, specifying the particular ground for objection.
- (6) A Party challenging the appointment or authority of Arbitrator after appointment of Arbitrator shall make the challenge before the Arbitral Tribunal only.

31.0 Replacement/Substitution of Arbitrator

In case a member of the Arbitral Tribunal constituted resigns or is not able to function as Arbitrator due to whatsoever reason, or if the mandate of an Arbitrator is terminated before making an award, then the Empowered Committee/Select committee shall follow the same rules for appointment of the substituted arbitrator as applicable for the appointment of the arbitrator being replaced.

32.0 Resumption of Hearing in Case of Replacement

If an Arbitrator is replaced, the proceedings shall resume from the stage where the Arbitrator who was replaced ceased to perform its functions, unless the Arbitral Tribunal decides otherwise.

33.0 Time Period in Case of Replacement of Arbitrator

In the eventuality an Arbitrator is replaced, the Arbitral Tribunal shall immediately draw a revised programme in consultation with the parties to conduct and conclude the proceeding and make the award within the time period permitted under the provisions of the Act. The Arbitral Tribunal shall be empowered to draw a time table in case the parties fail to agree on a revised programme as per statutory timeline and this shall be binding on the parties. The Arbitral Tribunal shall notify the parties the revised programme with intimation to the Registrar.

34.0 Pleas as to Jurisdiction of Arbitral Tribunal

The Arbitral Tribunal shall rule on a plea of jurisdiction either as a preliminary question or in an award on the merits.

35.0 Closure of Hearing

- (1) The Arbitral Tribunal at appropriate stage shall declare the hearings closed.
- (2) The Arbitral Tribunal may, if considered necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a Party, to reopen the hearings at any time before the award is made.
- (3) In all cases the Arbitral Tribunal shall intimate the Registrar of any such decision and the fact that the statutory timeline is not violated due to such action.

36.0 Rule on Waiver

A Party who knows or reasonably ought to know that any provision of, or requirement arising under, these Rules (including the arbitration agreement(s)) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived his right to object.

37.0 The Award

The Form & Contents of Award shall be as per the provisions in the Act. After the conclusion of evidence and hearings, the original Award along with all original documents duly numbered shall be submitted by the Arbitrator or by the Presiding Arbitrator in case of more than one Arbitrator constituting the tribunal to the Registrar who shall transmit certified copies of the Award to the parties upon full settlement of the cost of the Arbitration. Such communication shall be considered as compliance of s.31(5) of the Act for delivery and meet the requirement of s.34(3) of the Act regarding receiving the Award.

38.0 Scrutiny of Award

The award may be scrutinized, if so desired by the parties, by the Select Committee on broader perspective limited to its forms and contents. No comments shall be made on the merit of the award.

The award drafted by Arbitral Tribunal would be scrutinized by Select committee or person authorised by it on broader perspective limited to its forms and contents/ clerical errors before it is published by Arbitral Tribunal. No comments shall be made on the merit of the award

39.0 Costs of Arbitration

- (1) Arbitral Tribunal shall have the discretion to determine:
 - (a) whether costs are payable by one Party to another;
 - (b) the amount of such costs; and
 - (c) when such costs are to be paid.
- (2) The Arbitral Tribunal shall determine the costs of the arbitration in one or more orders or awards. The term “costs of the arbitration” includes only:
 - (a) the fees of the Arbitral Tribunal and courts as determined in accordance with the Rules;
 - (b) the reasonable travel and other expenses incurred by the Arbitral Tribunal;

- (c) the reasonable costs of expert advice and of other assistance required by the Arbitral Tribunal, including fees and expenses of Coordinator, if any;
 - (d) the reasonable costs for legal representation and other assistance, including fees and expenses of any witnesses and experts, if such costs were claimed during the arbitration; and
 - (e) the Registration Fee and Administrative Fees payable to IITAAC in accordance with the Rule(s), and any other expenses payable to IITAAC.
- (3) While determining the costs of legal representation and other assistance referred to in Rule (2) (d) above the Arbitral Tribunal shall take into account the circumstances of the case. Arbitral Tribunal may direct that the recoverable costs of the arbitration, or any part of the arbitration, shall be limited to a specified amount.
 - (4) In case of consolidation of two or more arbitration proceedings the Arbitral Tribunal shall determine the costs of the consolidated arbitration in accordance with the Rule (2) and Rule (3) above by considering the previous costs incurred by the parties before consolidation. Fees of Arbitral Tribunal adjudicating the consolidated arbitrations shall be decided by taking into account the total claims and/or Counter-claims after consolidation as per the fee schedule under the Rule. Similarly, the Institutional fees and charges shall be determined for the consolidated arbitration as per the Rule.
 - (5) In case of termination of arbitral proceeding or in case of settlement award issued by the Arbitral Tribunal the costs shall be determined either by the Arbitral Tribunal as per Rule (2) and (3).

40.0 Post Award

- (1) The award and document shall be made available to the Arbitral Tribunal for any action under Section-33 of the Act after the Award is made.
- (2) In case any notice by the Court to the Arbitrator/s for submission of the original award and documents, the Registrar shall arrange the same to be deposited in the Court on behalf of the Arbitral Tribunal.

41.0 Publication Rights of Award

IITAAC have all rights on publication of awards, in a manner as agreed to with the consent of the parties, for research, literary and improvement purpose.

Chapter-4: FAST TRACK PROCEDURE

42.0 Fast Track Procedure

- (1) Notwithstanding anything contained hereinbefore, the parties may mutually agree, in writing, adopting the fast track procedure for resolution of their disputes or differences in accordance with section 29B of the Act. In such case the following procedure shall apply.
- (2) In case the parties intend to opt for fast track procedure the Claimant shall make it clear at the time of making Request for arbitration, with a copy of agreement for adopting fast track arbitration, if any.
- (3) In case the parties are in the process of making an agreement at the time of the Claimant making Request for arbitration, the Claimant shall specify the same in the Request.
- (4) The Registrar in case of sub-para (3) shall notify the Respondent accordingly, but the Centre shall proceed with fast track procedure only on receipt of agreement of the Parties for such procedure.
- (5) The Rules in fast track procedure unless specified here shall be same as in para 3 and 4 above for Request by the Claimant and Reply by the Respondent before appointment of Arbitrator/s.
- (6) Unless agreed otherwise by the parties, notwithstanding any other provision in these Rules elsewhere, the Arbitral Tribunal shall consist of sole Arbitrator.
- (7) The procedure for appointment of Arbitrator/s shall be same as in para 26, 27 and 28 above, except that the Arbitrator/s has/have to disclose capacity to make the award in six months from the date of completion of pleadings under section (4) of section 23 of Act.
- (8) Once the Arbitral Tribunal is formed it shall call a meeting of the parties within fifteen days and decide the procedure and further course of action and record the same which shall be communicated to the parties with intimation to the Registrar. The Arbitrator shall decide the same considering the facts of the case and the requirement for adjudication. The statutory time to make the award in six months from the date of completion of pleadings under section (4) of section 23 of Act shall be considered while deciding the procedure.
- (9) Ordinarily the Arbitral Tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without any oral hearing. The Claimant shall file the statement of claims (SOC) with all details and documents relied upon within one month of making the Request for arbitration with a copy to the

Respondent. No extension of time, ordinarily, shall be given to file the Statement of Claims.–Failure to comply with the timeline for filing of the SOC, may amount to withdrawal of the request for fast track procedure.

- (10) The Respondent shall file the statement of defence (SOD) with all documents relied upon within one month of receipt of SOC from the Claimant. The SOD shall also include counter claims of Respondent or set off, if any, with supporting documents. No extension of time shall, ordinarily, be given to file the SOD and the Respondent shall forfeit the right to file the SOD if not filed in time. No counter claim shall be entertained later than the date notified for submission of SOD or as amendment to the pleading if the counterclaims are not incorporated at the time of filing the SOD.
- (11) The Claimant shall file the statement of defence to the counter claims of the Respondent within three weeks from the date of receipt of the counter claims.
- (12) No rejoinder shall be filed by either Party to statement of defence.
- (13) The Arbitral Tribunal may call, if felt necessary, any further information or clarification from the parties in addition to the pleadings and documents filed by them. The parties shall comply the same within the given time. In case a Party fails to submit such additional document or clarification, the Arbitrator shall be empowered to proceed with the available documents.
- (14) Amendment of pleadings by either party would not be allowed, unless the arbitral tribunal considers it justified on sufficient cause shown by a party seeking such amendment and also there shall be no undue delay in making the award due to such amendment.
- (15) Oral hearing shall be held only if both the parties request for the same and the Arbitral Tribunal consider it necessary to have oral hearing for clarifying any issues.
- (16) Any extension of time up to six months shall be allowed if both the parties agree in writing and submit the same to the tribunal. In such case the Arbitral Tribunal shall intimate the parties the revised programme with intimation to the Registrar and the award shall be published within the extended time.

Disclaimer: -

The Rules hereinabove have been framed duly keeping in mind the applicable Law(s) in force. However, if any Rule is inconsistent with the Law in force, then such Rule(s) shall be deemed inapplicable.

PART-II – Arbitration Centre Management Rules

Chapter-1: EMPOWERED & SELECT COMMITTEES

43.0 Empowered Committee

- (1) HQ will have an Empowered Committee headed by President and will have following members:
 - a) Chairman of the Committee – President of IITArb
 - b) Member- Sr. Vice President HQ
 - c) Member – Secretary General
 - d) Member – Two Members Nominated by the Governing Council.
 - e) Vice President of the region, namely, North, East, West and South may be co-opted on case to case basis in the discretion of the Empowered Committee.
- (2) Tenure of the Nominated Members shall be 2 years extendable by maximum of 12 months.
- (3) Registrar General will be the *ex-officio* member of the Empowered Committee, without any voting rights, and shall convene the meetings of the Empowered Committee as may be desired by the President.

44.0 Powers of the Empowered Committee

- (1) To take decisions for smooth and effective functioning of IITAAC.
- (2) To formulate rules and regulations for IITAAC, internal functioning of the Empowered Committee and lay down guidelines for the Secretariat and the State Centres.
- (3) To finalize and revise/amend the IITAAC, Arbitration Rules.
- (4) To prepare and update the Panel of Arbitrators and to take such decisions as may be required from time to time.
- (5) To Appoint Arbitrator(s) in any matter for which request has been received through Registrar General, in due consultation with the State Centre Concerned, or, in the alternative authorize the concerned State Centre to do so.

45.0 Functions of The Empowered Committee

- (1) To monitor and oversee administration of the IITAAC and overall control of State Centres.
- (2) To empanel members on the Panel of Arbitrators.

- (3) Render assistance to State Centre(s) as and when required in arbitration matters.
- (4) To Appoint Arbitrator(s) in any matter and to refer the matter to the concerned State Centre for administering arbitration, or, authorize the concerned State Centre itself to make such appointment.
- (5) To review progress in arbitration cases of State Centres and take such corrective measures as deemed necessary.

46.0 Select Committee

- (1) Each State Centre shall have a Select Committee consisting of three members as under:
 - (a) Chairman of the Centre shall be the Chairperson of the Select Committee.
 - (b) Two members nominated by the Governing Body of the State Centre.
 - (c) Tenure of nominated members shall normally be two years extendable by a period of maximum 12 months.
 - (d) Registrar of the Centre will be the *ex-officio* member of the Select Committee, without any voting rights, and shall convene the meetings of the Select Committee as may be desired by the Chairperson.
- (2) In absence of Chairman the meetings of the Select Committee shall be presided over by senior most member of the Select Committee as per membership of IITArb.

47.0 Powers of the Select Committee

- (1) To take decisions for smooth and effective functioning of the Centre.
- (2) To formulate rules for internal functioning of the Select Committee and lay down guidelines for the Secretariat and the Coordinator.
- (3) To update the Panel of Arbitrators for the Centre and to take such decisions as may be required from time to time;
- (4) To review progress in arbitration cases and take such corrective measures as required.
- (5) To decide appointment of arbitrator(s) in any reference received from the HQ keeping in view the provisions of the Act.
- (6) To recommend to HQ for removal of a person from the Panel of Arbitrators if:

- a) Any complaint of breach of duty or misconduct is received against him from both parties and the Select Committee after investigation is of the opinion that it would be expedient in the interest of the Centre not to continue such person on its Panel of Arbitrators; or
- b) He is declared to be of unsound mind or becomes incapacitated; or
- c) He knowingly conceals any interest, relationship etc. and fails to disclose the reasons as envisaged in the Sixth Schedule read with Fifth Schedule of the Act; or
- d) Found guilty by the Ethics Committee of IITArb due to any omission or commission; or
- e) For any other reason deemed appropriate by the Committee.

48.0 Functions of the Select Committee

- (1) To monitor and oversee administration of the Centre and arbitration.
- (2) To prepare Panel of Arbitrators for the State Centre from the HQ's approved list of the Panel of Arbitrators, as per rules.
- (3) To decide appointment of arbitrator(s) in any reference received from HQ, keeping in view the provisions of the Act.

Chapter-2: SECRETARIAT

49.0 The Secretariat

- (1) There shall be a Secretariat to supervise and manage in HQ as well as in each of the IITArb Arbitration State Centre and shall consist of:
 - a) A Registrar General will be appointed by Empowered Committee and will discharge all functions at HQ. Likewise, a Registrar will be appointed by the Select Committee to carryout duties for the State Centre under the supervision of the Chairperson.
 - b) Coordinator(s), to be appointed by the Chairman of the Centre to assist the Registrar.
 - c) Such staff as may be appointed by the President at HQ and by the Chairman at the State Centre.

50.0 Duties and Responsibilities of the Registrar

- (1) The Registrar shall be responsible for the day to day functions concerning administering of Arbitration in the concerned State Centre.
- (2) Without prejudice to the generality of the provision in 11.0 (1), the Registrar shall undertake the following:

- (a) Place all the records pertaining to each reference for arbitration before the Select Committee.
 - (b) Initiate action in accordance with the Rules of the Centre.
 - (c) Notify the parties to comply with the requirements of filing of the Request and Reply and the submission and payment of arbitrators' fees and administrative expenses, within the prescribed time frame.
 - (d) Maintain and update from time to time a profile of each arbitrator on the Panel of the Centre, and make it available to the parties, on request.
 - (e) Maintain a fact sheet of each arbitration case dealt with by the Centre and bring to the notice of the Select Committee any possible delay in conclusion of arbitration proceedings in the case.
 - (f) Carry out directions given by the Select Committee from time to time.
 - (g) To monitor timely publishing of award and that required stamp duty has been paid.
- (3) All correspondence and communications to the Centre shall be addressed to the Registrar and all correspondence and communications on behalf of the Centre shall be made by the Registrar.

51.0 Coordinator

- (1) There shall be one or more full time Coordinator with at least 5 years' experience in the field of Arbitration.
- (2) Normal term shall be two years extendable by another two years. Chairman may determine tenure of the Coordinators.
- (3) Provided, however, that Chairman of the Centre shall have the power to terminate the tenure of any of the Coordinator at his discretion.

52.0 Duties and Responsibilities of the Coordinator

The duties and responsibilities of a Coordinator shall be as under:

- (1) To maintain and process the records pertaining to the cases assigned in accordance with the rules of the Centre.

- (2) To assist Registrar in ensuring timely filing of Statement(s) of claim, Statement of Defence and Counterclaim(s) and other documents by Parties.
- (3) To compile all documents received, divide them into separate volumes, forward a copy to each member of the Arbitral Tribunal and maintain a copy for the record of the Centre in accordance with Rule 7 of the IITAAC, Arbitrators Rules.
- (4) To call upon the parties to deposit the assessed administrative expenses of the Centre and the fees of the Arbitrator(s).
- (5) To render assistance to the Centre by way of legal research. He may also provide specific law reports or specific technical literature, if called upon or requested to by the Arbitral Tribunal.
- (6) To assist the Arbitral Tribunal in rectifying clerical errors, if any, in the award.
- (7) To assist Registrar in taking steps as may be necessary for timely completion of arbitration proceedings.
- (8) To assist the Register in preparing progress report of each arbitration case for submission to the Select Committee.

Chapter-3: PANEL OF ARBITRATORS

53.0 Panel of Arbitrators

- (1) The Empowered Committee shall prepare and maintain a Panel of Arbitrators from amongst Fellow Members of IITArb, based on empanelment criteria approved by HQ. The HQ Secretariat shall maintain an up-to-date Panel of Arbitrators together with information as to their qualifications and experience. The Registrar General, the Registrar of any State Centre, the Coordinator or any Member of the Empowered Committee or Select Committee cannot act as Arbitrator in arbitration matters administered under their jurisdictions.
- (2) A Curriculum Vitae shall be furnished by the persons interested to be placed on the IITArb Panel of Arbitrators, in the format prescribed in Annexure – B of these rules. Information so submitted by the persons who are finally empaneled may be made available to the parties seeking to appoint an arbitrator from the Panel.
- (3) The parties may choose any person from the Panel forwarded by the Registrar General or Registrar of State Centre for appointment as an

arbitrator in respect of their disputes, subject to their work-load and availability.

- (4) The Empowered Committee may, at any time, add new names to the Panel or delete the name of any person from the Panel.

54.0 Duties of Empaneled Arbitrator

The duties of an empaneled arbitrator shall include but not limited to the following:

- (1) To disclose promptly and within seven days of communication when approached either by a party or any appointing authority or the Centre for possible appointment as arbitrator, of any engagement or interest either with the subject matter in dispute or a party or a counsel of a party in the Sixth Schedule considering the grounds under the Fifth Schedule of the Act. If appointed as an arbitrator he shall not indulge in any such way so as to give rise to any of the grounds as envisaged in the Fifth Schedule and in any such eventuality beyond his control or knowledge, he would promptly intimate the parties and the Registrar in writing about this.
- (2) To conduct and conclude the arbitration proceeding and make the award as envisaged in the Act without causing any delay on his part.
- (3) To submit quarterly report on the progress of the arbitration with confirmation to adhere to the time schedule to the Registrar. The details of adjournments if any and reasons thereof shall also be communicated.
- (4) In case his mandate is terminated due to whatsoever reasons, he shall submit all the records and documents in his possession to the Registrar within seven days of receipt of notice of such termination.
- (5) He shall maintain confidentiality of all the information related to the arbitration case in which he is acting as Arbitrator or after termination of his mandate, except for disclosure as required under the law.
- (6) He shall be available and perform the post award mandate, if any, as required by Act in a case in which the award is made by him.
- (7) He shall abide by the Code of ethics of the IITArb
- (8) An arbitrator empaneled in the panel of arbitrator shall constantly acquire and maintain a high degree of professional knowledge in the field of arbitration.

55.0 Entitlement and liability of an Arbitrator

- (1) An arbitrator shall be entitled to fees as per the Rules provided in Annexure C.
- (2) In case the mandate of the arbitrator is terminated without making an award, the entitlement of fees if any shall be decided at the sole discretion of the Empowered Committee or Select Committee who appointed the Arbitrator in the first place. However, the Empowered Committee/Select Committee shall consider the facts and circumstances including the stage when the mandate is terminated and reasons for termination before deciding the fees payable, if any.
- (3) The Empowered Committee/Select Committee shall decide in each case the fees payable to the substitute arbitrator based on the stage of the case
- (4) In case the arbitrator is called to appear in a Court with respect to an arbitration case, the Coordinator at the Centre shall provide all assistance with respect to records he requires. However, the Centre shall not be liable to the Arbitrator for any consequences arising due to adjudication by the Arbitrator. Any appeal to the decision of any Court shall not be undertaken by the Centre on behalf of the Arbitrator. In case of any reduction in fees of the Arbitrator by the Order of Court, the Arbitrator shall be paid accordingly.
- (5) In case the Arbitrator(s) is/are substituted by the Court and the Court appoints the Arbitrator(s) from the panel of Arbitrators, the Arbitrator(s) shall be bound by the terms of such appointment.
- (6) Any other entitlement or liability not specified above shall be decided at the sole discretion of the Empowered Committee/Select Committee, subject to a right of the Arbitrator to make an appeal against such a decision of the concerned Committee before the President of IITArb, whose decision shall be final and binding.

Chapter-4: GENERAL PROVISIONS

56.0 The Accounts of IITAAC

The accounts of the **IITAAC** shall be maintained as per the Income Tax Act, 1961 as amended from time to time and the Rules and Circulars issued there under and by the Government.

57.0 Residuary Provision

In the absence of any specific norm made under these Rules, the Empowered Committee/Select Committee may take appropriate decision(s), as becomes necessary. In case of any ambiguity in these Rules the interpretation of the Empowered Committee shall be final and binding.

Jurisdiction of Arbitration Centres of IITArb

Each State Centre will usually be entrusted with Arbitration matters pertaining to its jurisdiction as decided by the IITArb's GC, which at present is as below-

- a) **Delhi State Centre**: NCT Delhi, Punjab, Haryana, Rajasthan, Uttar Pradesh, Uttarakhand, Himachal Pradesh, Union Territories of Jammu and Kashmir, Ladakh and Chandigarh region.
- b) **WB State Centre**: West Bengal, Arunachal Pradesh, Assam, Meghalaya, Nagaland, Tripura, Manipur, Mizoram, Sikkim, Odisha, Bihar, Chhattisgarh and Jharkhand.
- c) **Maharashtra State Centre**: Maharashtra, Madhya Pradesh, Gujrat, Goa, and Union Territories of Daman and Diu and Dadra and Nagar Haveli.
- d) **Tamil Nadu State Centre**: Tamil Nadu, Union Territories of Puducherry and Andaman and Nicobar Islands.
- e) **Karnataka State Centre**: Karnataka
- f) **Andhra and Telangana State Centre**: Andhra Pradesh and Telangana
- g) **Kerala State Centre**: Kerala and Union Territory of Lakshadweep.

Notes: -

- i) The above status will continue until any new State Centre is formed separately in a State.
- ii) A State Centre will have all the members whose addresses are within the geographical boundary of the State.
- iii) The member's address in the application for membership shall determine allocation of the Centre.

Proforma for CV for empanelment of Arbitrators

(To be replaced with the proforma finalized by HQ)

Name* Mr./Mrs./Ms. : Membership No.* F-.....

Father's Name* :

Address* :

Phone/Mobile* No. :

Fax :

Email Address* :

Date of Birth*(with proof) :

Nationality* :

Educational Qualification* (Graduation onwards): (Attach proof)

Work Experience: (Position, Employer's Name, Period, nature of work starting with latest)

Arbitration Experience*: (Including number of cases, date of award for each case and approximate value of claims in cases handled as arbitrator.

Papers/Articles published if any on contracts/arbitration with details thereof:

Membership of Professional bodies: (Give Membership Number) Details of empanelment as arbitrator in various organizations: (Attach letters)

* Required.

Arbitration Fee Rules

(The Sum in Dispute will be sum of claims and counter claims)

<u>Sum in dispute</u>	<u>Fee for each Arbitrator</u>
Up to Rs. 5 Lakh	Rs. 45,000
Above Rs. 5 Lakh and up to Rs. 20 Lakh	Rs. 45,000 plus 3.5 per cent of the claim amount over and above Rs. 5-Lakh
Above Rs. 20 Lakh and up to Rs. 1Crore	Rs. 97,500 plus 3 per cent of the claim amount over and above Rs. 20 Lakh
Above Rs. 1Crore and up to Rs. 10 Crore	Rs. 3,37,500 plus 1 per cent of the claim amount over and above Rs. 1Crore
Above Rs. 10 Crore and up to Rs. 20 Crore	Rs. 12,37,500 plus 0.75 per cent of the claim amount over and above Rs. 10 Crore
Above Rs. 20 Crore	Rs. 19,87,500 plus 0.5 per cent of the claim amount over and above Rs. 20 Crore.

The maximum fee for an arbitrator in a tribunal of more than one arbitrator shall be Rs. 30 Lakh only.

Note:

1. In the event, the arbitral tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty-five per cent on the fee payable as per the table set out above.
2. Local transportation charges are included in the fees. For outstation travel ordinary class airfare and four-star hotel charges shall be paid as per actual.
3. Above Fee is for each member of Arbitral Tribunal and will be shared equally by both parties.

Administrative charges

1. A Registration Fee of Rs. 20,000.00 is to be deposited with the first request (non-refundable) by the party seeking arbitration.
2. In addition, the following administrative costs based on Sum in Dispute will be shared equally by both parties.

Sl. No	Sum in Dispute in Rs.	Administrative Cost in Rs.
1	Up to 50,00,000/-	1.0% of sum in dispute
2	From 50,00,000/- to 2,00,00,000/-	50,000/- plus 0.75% of sum in dispute
3	From 2,00,00,000/- to 10,00,00,000/-	1,62,500/- plus 0.5% of sum in dispute
4	From 10,00,00,000/- to 20,00,00,000/-	5,62,500/- plus 0.25% of sum in dispute
5	Above 20,00,00,000/-	8,12,500/- plus 0.1% of sum in dispute

Note: The administrative charges will remain same, whether the Arbitration Tribunal consists of a Sole Arbitrator or has three or more Members.

3. The fees in fast track procedure if adopted by the parties shall be as agreed by the parties; however, the fees shall not be less than as specified above.
4. The fees include any post award service by the Centre and action if any by the Arbitrator as required in the Act under S.17 for injunction; under S.33 for correction or clarification or additional award; under S.34(4) if the award is remitted to the arbitral tribunal. The Chairperson of the Select Committee shall be paid proper remuneration for scrutiny of awards as laid down by the Empowered Committee from time to time and such expenses shall be met from the Administrative Charges.
5. The arbitration Fee and Administration Charges shall be deposited in advance in instalments as per demands raised by Registrar). IITAAC reserves the right to amend the fees and Administration Charges from time to time which shall be applicable to ongoing arbitration cases with effect from the date of such amendment

Annexure D

Model Arbitration Clause for Institutional Arbitration through IITAAC

Except where otherwise stated in the agreement, all and any dispute arising out of or in connection with this contract, whatsoever, arising between the parties relating to the construction, meaning, scope, operation or effect of this contract or its existence, validity or termination, shall be referred to and finally resolved by arbitration in India in accordance with the Indian Institution of Technical Arbitrators (Arbitration Centre) Arbitration rules 2020 or any amendment thereof in force at the time of agreement, which rules are deemed to be incorporated by reference in this clause, and the award made in pursuance thereof shall be binding on the parties. Language of arbitration proceedings shall be English. Number of arbitrators shall be The seat or juridical place of arbitration shall be city..... in India.

ANNEXURE – E

Model submission agreement for Institutional Arbitration through IITAAC

“The disputes arisen or any other dispute that may arise in future out of or in connection with the main contract of , between the parties including the construction, meaning, scope, operation or effect of the said contract or its existence, validity or termination, are to be referred to and finally resolved by arbitration in India in accordance with the Indian Institution of Technical Arbitrators (Arbitration Centre) Arbitration rules 2020 which rules are deemed to be incorporated by reference in this agreement, and the award made in pursuance thereof shall be binding on the parties. This agreement to that extent is in modification of the arbitration clause in the said contract. Language of arbitration proceedings shall be English. Number of arbitrators shall be The seat or juridical place of arbitration shall be city..... in India

Note1. The submission agreement being a separate contract must satisfy the requirement of Article 299 of the Constitution of India for all Government contracts.

Note 2. This model agreement is not by novation but by partial amendment of the existing arbitration clause in the main contract.