

ARBITRATION RULES OF CNICA

2020

Table of Contents

1. Preamble	1
2. Scope of Application	1
3. Definitions	1
4. Interpretation of Rules	2
5. Communication and Notice; Calculation of Time Period	2
6. Request for Arbitration	2
7. Response to the Request for Arbitration	3
8. Joinder of Additional Parties	3
9. Number of Arbitrators	4
10. Appointment of Arbitrators	4
11. Challenge of Arbitrator	5
12. Change of Mandate and Substitution of Arbitrator	5
13. Repetition of Hearings in the event of Replacement of Arbitrator	5
14. Multiple Contracts	5
15. Consolidation of Arbitrations	6
16. Seat of Arbitration	6
17. Conduct of the Arbitration	6
18. Applicable Law	7
19. Language	7
20. Legal Representatives	7
21. Submissions by Parties	8
22. Hearings	8
23. Framing of Issues	8
24. Witnesses	9
25. Expert Appointment	9
26. Additional Powers	9
27. Jurisdiction	9
28. Early Dismissal or Disposal of Claims and Defences	10
29. Interim Orders	10
30. Procedure for Interim Applications	11
31. Expedited Arbitration	11
32. Emergency Arbitration	12
33. Marking of Documents	12
34. Draft Award for Review	13
35. Award	13

36.	Settlement	13
37.	Correction and Interpretation of Award	13
38.	Costs of the Arbitration	14
39.	Tribunal's Fees and Expenses.....	14
40.	Fees and Deposits	14
41.	Disclosure of Third-party funding in Arbitration.....	15
42.	Waiver.....	15
43.	Limitation of Liability	15
	SCHEDULE I - EMERGENCY ARBITRATOR RULES	i
	SCHEDULE II - FEES	iii
	NATIONAL COMMERCIAL ARBITRATION	iii
	INTERNATIONAL COMMERCIAL ARBITRATION.....	v
	EMERGENCY ARBITRATION FEES AND EXPENDITURE	vii
	SCHEDULE III - CONFLICT OF INTEREST.....	ix
	SCHEDULE IV - QUALIFICATIONS OF AN ARBITRATOR	x
	MODEL ARBITRATION CLAUSE.....	xi
	MODEL EXPEDITED ARBITRATION CLAUSE	xi

COUNCIL FOR NATIONAL AND INTERNATIONAL COMMERCIAL
ARBITRATION

ARBITRATION RULES 2020

1. Preamble

- 1.1. The Council for National and International Commercial Arbitration (“CNICA”) is an independent arbitration centre that administers resolution of disputes by tribunals constituted under its Arbitration Rules.
- 1.2. It has therefore become expedient to frame rules and the same shall henceforth be known as the Arbitration Rules of CNICA.

2. Scope of Application

- 2.1. The Arbitration Rules of CNICA shall be applicable and govern those arbitration proceedings where the parties have agreed to submit their pending, or future disputes that may arise between them, to arbitration under the Rules of CNICA.
- 2.2. The Arbitration Rules of CNICA shall be applicable where the parties have referred to CNICA, Council for National and International Commercial Arbitration, CNICA Rules, CNICA Centre, CNICA Arbitration, or in any other manner which in the opinion of the Arbitral Tribunal, indicates the intention of the parties to be bound by these Rules.
- 2.3. The day to day administration of CNICA will be managed and administered by the Secretary General of CNICA (“Secretary General”)
- 2.4. The Rules will come into force on 5th October, 2020 and shall apply to any arbitration which shall commence on or after that date.

3. Definitions

- 3.1. “Act” means the Arbitration and Conciliation Act, 1996 and includes its later amendments.
- 3.2. “Arbitral Tribunal” means a panel of one or such other odd number of arbitrators determining a dispute.
- 3.3. “Award” means a decision rendered by the Arbitral Tribunal and includes an interim award, partial award, a final award or an additional award.
- 3.4. “Claimant” means a person who submits a claim and can also mean one or more claimants.
- 3.5. “Commencement of Arbitration” means the date on which the Secretary General receives the letter of reference to arbitration.
- 3.6. “Party/Parties” mean the collective of claimant and respondent.
- 3.7. “Respondent” means a person arrayed by the Claimant as its opposite party and can also mean one or more respondents.
- 3.8. “Rules” mean the Arbitration Rules of CNICA, 2020 and its amendment/s from time to time.
- 3.9. “Secretary General” means the Secretary General of CNICA.

4. Interpretation of Rules

- 4.1. Where the Rules are silent, reference can be made to the procedure prescribed by the Act.
- 4.2. In the event of any inconsistency in the Arbitration rules, CNICA shall have the option to advice on the interpretation and in the event of any inconsistency between interpretation of CNICA and the Arbitral Tribunal, the interpretation given by the Arbitral Tribunal shall prevail.

5. Communication and Notice; Calculation of Time Period

- 5.1. Any communication or notice shall be in writing, between:
 - 5.1.1. the parties,
 - 5.1.2. any party and the Arbitral Tribunal or,
 - 5.1.3. any party and the Secretary General.
- 5.2. The communication may be delivered by hand, registered post with acknowledgement due, courier with proof of delivery or through electronic means like electronic mails or delivered by any other mode which shows a record of its delivery.
- 5.3. A notice or communication is deemed to be received on the day it is delivered or deemed to be delivered
 - 5.3.1. to the addressee personally, or to the authorised representative of the addressee,
 - 5.3.2. to the address exchanged for communication
 - 5.3.3. to the addressee's habitual residence, place of business or designated address or last known address.
- 5.4. A copy of any communication to the arbitrator by one party shall be given to the other party.
- 5.5. The parties must ensure that copies of the pleadings, communications, and notices along with the documents annexed are furnished to all the arbitrators, all the parties and the Secretary General.
- 5.6. Period of time fixed under the Rules shall start to run on the day following the date on which a communication or notice is delivered as under Article 5.3. If the last day of the relevant period of time granted is an official holiday in the country or state, where the notice or communication is deemed to have been made, then the period of time will expire at the end of the next business day.

6. Request for Arbitration

- 6.1. A party initiating an arbitration under the Rules shall file a request for arbitration with CNICA upon which the Secretary General shall notify the parties involved of the receipt of the Request and the date of receipt.
- 6.2. The Request must contain:
 - 6.2.1. names, addresses, e-mail addresses and mobile numbers of the parties involved and of their representatives.
 - 6.2.2. a copy of the arbitration agreement invoked
 - 6.2.3. a copy of the contract, documents or other legal instruments out of which or in reference thereto, dispute arises,
 - 6.2.4. the general nature of the claim and where the claim is or can be quantified in terms of money, the amount of claim,
 - 6.2.5. the relief or remedy sought,

- 6.2.6. a proposal for the number of arbitrators if not specified in the arbitration agreement,
- 6.2.7. information about the existence of any funding agreement and the identity of the third-party funder pursuant to Article 41.
- 6.3. Request for arbitration may also include the Statement of Claim.
- 6.4. The Claimant shall make payment of the deposit as mentioned in Article 40.
- 6.5. The Claimant shall send the copy of the Request for Arbitration as under Article 5.5 and notify the Secretary General that it has done so.
- 6.6. Failure to comply with Articles 6.3 and 6.4, upon the discretion of the Secretary General, the Claimant's Request for Arbitration shall be postponed until the requirements under Articles 6.3 and 6.4 are complied with.

7. Response to the Request for Arbitration

- 7.1. The Respondent shall, upon receipt of the notification made by Secretary General as under Article 6.1, furnish the following:
 - 7.1.1. names, addresses, e-mail addresses and mobile numbers of the Respondent and of their representatives, if they are different from the description given in the Request for Arbitration
 - 7.1.2. Existence of any funding agreement and the identity of the third-party funder pursuant to Article 41.
- 7.2. The Response may also include the Statement of Defence and Statement of Counterclaim, if the Request for Arbitration contained a Statement of Claim.
- 7.3. The Respondent shall send the copy of the Response to the Claimant and notify the Secretary General that it has done so.

8. Joinder of Additional Parties

- 8.1. A party may add one or more parties to the arbitration before the constitution of the arbitral tribunal if the additional party is prima facie bound by the arbitration agreement, or if all the parties including the additional party consent to the joinder.
- 8.2. After the constitution of the arbitral tribunal, an application for joinder of parties must include:
 - 8.2.1. case reference number of the pending arbitration
 - 8.2.2. names, addresses, and contact details of the parties involved, including the additional party, and of their representatives
 - 8.2.3. whether the additional party is to be joined as a Claimant or a Respondent.
 - 8.2.4. statement supporting the application for joinder of party, claim or relief as against the party, if any.
 - 8.2.5. agreement indicating consent to the joinder, from all parties including the additional party.
- 8.3. Prior notice shall be given to the party sought to be added. The notice shall also include the next possible date of hearing enabling the additional party to appear before the Arbitral Tribunal.
- 8.4. The time frame for filing the pleadings of the additional party or an application to challenge the arbitrator shall begin from the date of order allowing the application for joinder by the Arbitral Tribunal.
- 8.5. A party may add one or more parties to the arbitration after the constitution of the Arbitral Tribunal if the Arbitral Tribunal decides, on hearing all parties including the

additional party, to grant the application for joinder. Additionally, Article 8.2 shall be applied mutatis mutandis. The date of receipt of an application for joinder by the Tribunal or CNICA shall be deemed to be the date of joinder for the additional party.

9. Number of Arbitrators

9.1. The Arbitral Tribunal shall always be composed of odd number of arbitrators.

9.2. Unless otherwise agreed, the Arbitral Tribunal will consist of a sole arbitrator.

10. Appointment of Arbitrators

10.1. Unless otherwise agreed by the parties, it shall be deemed that CNICA shall be the authority appointing the Arbitral Tribunal.

10.2. If the parties have agreed that any arbitrator is to be appointed by one or more parties or in such other manner, then such an agreement shall be deemed to be an agreement to nominate an arbitrator under the Rules.

10.3. Where there are multiple claimants and multiple respondents, the multiple claimants jointly, and the multiple respondents jointly, may nominate the arbitrator within 20 days from the receipt of Request for Arbitration.

10.4. The Secretary General may appoint the nominated arbitrators

10.4.1. Where the parties have mutually nominated a sole arbitrator,

10.4.2. Where the parties nominate a panel of arbitrators and

10.4.2.1. request CNICA to appoint the presiding arbitrator

10.4.2.2. request the nominated arbitrators to jointly nominate the presiding arbitrator

10.4.3. Where the nomination of arbitrator is done by any other method.

10.5. Where the arbitrators are not nominated as per Article 10.2, then the Secretary General shall appoint the arbitrators.

10.6. The arbitrators nominated by the parties shall be appointed under the discretion of the Secretary General subject to Article 10.7 and Article 10.8.

10.7. Before the appointment, the arbitrator shall disclose any possible conflict of interest or any circumstance that could raise question on the arbitrator's independence and impartiality, with the parties, the dispute or the third-party funders and shall sign a statement in the form mentioned in Schedule III.

10.8. An arbitrator shall immediately disclose in writing if there arises any circumstance after the commencement of arbitration proceedings, that might question the independence and impartiality of the arbitrator.

10.9. Copies of the statement submitted under Article 10.7 and disclosure under Article 10.8 shall be given to the parties by the Secretary General.

10.10. The Secretary General shall before appointment check if the nominated arbitrator satisfies the qualifications, if any, that the parties had required of an arbitrator.

10.11. The Secretary General shall share the name, contact details, nationality and description of qualifications of the constituted Arbitral Tribunal with the parties.

10.12. The arbitrators appointed by the Secretary General may be of any nationality unless otherwise agreed by the parties

10.13. The Secretary General may under his/her discretion revoke the appointment of the arbitrator if there is any conflict of interest found. In such a revocation, the Secretary General may also consider the costs and the proceedings already conducted

by the arbitrator. Secretary General shall not revoke the appointment of the arbitrator if the parties agree with the appointment despite the conflict of interest.

10.14. The decision of the Secretary General regarding the appointment, revocation and substitution of the arbitrator will be final and binding.

11. Challenge of Arbitrator

11.1. A challenge of an arbitrator for the lack of impartiality or independence or otherwise shall be made in writing, specifying the reasons behind the challenge, to the Arbitral Tribunal.

11.2. A challenge of an arbitrator on grounds of ineligibility as per Section 12(5) of the Act shall be made in writing, specifying the cause behind the ineligibility to the Secretary General.

11.3. The challenge under Article 11.1 and Article 11.2, must be submitted within 15 days, from the receipt of the details of the constituted Arbitral Tribunal as under Article 10.10, or, from the date when the party making the challenge was made aware of the facts and circumstances on which the challenge is based on.

11.4. The decision of the Arbitral Tribunal under Article 11.1 and the decision of the Secretary General under Article 11.2 will be made after reviewing the written submissions of the parties. The decision will be final and binding.

12. Change of Mandate and Substitution of Arbitrator

12.1. An arbitrator shall be replaced in the event of death, resignation, withdrawal or removal of an arbitrator during the course of the arbitration proceedings. The Secretary General shall, after due consideration to the qualifications of an arbitrator, appoint the substituted arbitrator.

12.2. If an arbitrator does not abide by the time limits, conducts the case in an expeditious manner or conducts the arbitration proceedings with due diligence, the Secretary General may remove the appointed arbitrator and substitute an arbitrator in accordance with Article 12.1

12.3. Parties may challenge an arbitrator under Article 11 if an arbitrator does not abide by the time limits, conduct the case in an expeditious manner or does not conduct the arbitration proceedings with due diligence.

13. Repetition of Hearings in the event of Replacement of Arbitrator

13.1. If arbitrator or arbitrators or the arbitral tribunal is replaced, any hearings held previously shall continue from where the proceeding was stalled, unless otherwise agreed by the parties.

13.2. If there were any interim or partial awards passed by the Arbitral Tribunal, then, hearings related solely to that Award shall not be repeated and such Award shall remain in effect.

14. Multiple Contracts

Parties may jointly, prior to the constitution of Arbitral Tribunal, request the Secretary General to determine the claims arising out of or in connection with more than one contract or more than one arbitration agreement, between the same parties, if:

14.1. there is a common question of law or fact arising under each arbitration agreement, giving rise to arbitration; and

- 14.2. the relief claimed arise from the same transaction or a set of related transactions;
and
- 14.3. the arbitration agreements under which those claims are made, are compatible.

15. Consolidation of Arbitrations

- 15.1. A party may request the Secretary General, prior to the constitution of Arbitral Tribunal, to consolidate arbitrations pending under the Rules into a single arbitration if:
 - 15.1.1. All the parties have agreed to consolidation and
 - 15.1.2. All claims in the arbitrations are made under the same arbitration agreement; or
 - 15.1.3. Arbitration agreements are compatible and
 - 15.1.3.1. the disputes arise out of the same legal relationship;
 - 15.1.3.2. disputes arise out of contracts consisting of a principal contract and its ancillary contracts;
 - 15.1.3.3. the disputes arise out of the same transaction or a set of related transactions.
- 15.2. After the constitution of an Arbitral Tribunal, a party may request the Tribunal to consolidate two or more arbitrations together if:
 - 15.2.1. All the parties have agreed to consolidation
 - 15.2.2. All claims in the arbitrations are made under the same arbitration agreement, and the same Arbitral Tribunal or no Arbitral Tribunal has been constituted in the other arbitration(s); or
 - 15.2.3. Arbitration agreements are compatible, the same Arbitral Tribunal or no Arbitral Tribunal has been constituted in the other arbitration(s), and
 - 15.2.3.1. the disputes arise out of the same legal relationship;
 - 15.2.3.2. disputes arise out of contracts consisting of a principal contract and its ancillary contracts; or
 - 15.2.3.3. the disputes arise out of the same transaction or a set of related transactions.
- 15.3. In an application under Article 15.1, CNICA may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in the arbitrations.
- 15.4. In an application under Article 15.2, the Arbitral Tribunal shall decide whether to grant the application after hearing the parties.

16. Seat of Arbitration

- 16.1. Unless otherwise agreed by the parties, the Secretary General shall determine the seat of arbitration having regard to the circumstances of the case.
- 16.2. The seat of arbitration decided by the Secretary General under Article 16.1 shall for all purposes be construed to be the juridical seat of the Arbitral Tribunal.
- 16.3. The Arbitral Tribunal may hold hearings at the venue of CNICA or at such other place it considers appropriate in consultation with the Secretary General.
- 16.4. The Arbitral Tribunal may after finding the feasibility of the parties, conduct the arbitration by online mode which shall include video conference.

17. Conduct of the Arbitration

- 17.1. The Arbitral Tribunal and the parties shall make every effort in conducting the arbitration in an expeditious and cost-effective manner.

- 17.2. The Arbitral Tribunal shall examine evidence based on their relevancy, materiality, and admissibility and in doing so, the Arbitral Tribunal is not required to apply the rules of evidence of any applicable law.
- 17.3. The Arbitral Tribunal shall receive the file from the Secretary General with the following particulars:
- 17.3.1. names, addresses, and contact details of the parties involved and of their representatives.
 - 17.3.2. addresses to which notices and communications arising in the course of arbitration must be sent to;
 - 17.3.3. summary of the claims and reliefs sought by each party with the monetary value where it can be quantified;
 - 17.3.4. names, addresses and contact details of the arbitrators
 - 17.3.5. seat of arbitration
 - 17.3.6. applicable procedural rules
- 17.4. The Arbitral Tribunal and the parties shall together decide the procedural measures to make the arbitration expeditious and form a procedural timetable. This timetable can be modified by the Arbitral Tribunal and the parties when they deem fit.

18. Applicable Law

- 18.1. The Arbitral Tribunal shall apply the law that the parties choose to govern their dispute. If the parties do not agree on the applicable law, the Arbitral Tribunal shall apply the law that it deems appropriate.
- 18.2. The Arbitral Tribunal shall take into account the provisions of the contract between the parties and of any relevant trade usages.
- 18.3. The Arbitral Tribunal shall also decide wherever applicable as amiable compositeur or ex aequo et bono.

19. Language

- 19.1. Unless otherwise agreed by the parties, the Arbitral Tribunal shall determine the language to be used in the arbitration.
- 19.2. If any document submitted is of a language different from the language determined by the Arbitral Tribunal, the party shall submit a translation in the language of the arbitral proceedings.

20. Legal Representatives

- 20.1. Legal Representative shall include the authorised representatives of the party, its attorneys, advocates, and such other persons.
- 20.2. Any party may be represented in the arbitration by themselves or by their authorised legal representatives.
- 20.3. A proof of authority or vakalatnama shall be furnished.
- 20.4. Any change or addition made to the legal representatives of the parties shall take effect only after informing the Arbitral Tribunal and all the other parties.
- 20.5. The Arbitral Tribunal shall withhold the approval of any change or addition to a party's representative if such a change would affect the constitution of the Arbitral Tribunal.

21. Submissions by Parties

- 21.1. Unless a claim is submitted pursuant to Article 6.3, the Claimant shall within the time specified by the Arbitral Tribunal deliver to the Respondent and the Arbitral Tribunal, a Statement of Claim setting out:
 - 21.1.1. the statement of facts supporting the claim
 - 21.1.2. the grounds supporting the claim
 - 21.1.3. the relief claimed
 - 21.1.4. all essential documents supporting the claim
- 21.2. Unless submitted pursuant to Article 7.2, the Respondent shall within the time specified by the Arbitral Tribunal deliver to the Claimant and the Arbitral Tribunal, a Statement of Defence setting out:
 - 21.2.1. the statement of facts supporting its defence to the Statement of Claim
 - 21.2.2. the grounds defending itself
 - 21.2.3. all essential documents supporting the defence
- 21.3. If the Respondent deems it fit to make a Statement of Counterclaim, it shall do so within the time specified by the Arbitral Tribunal and deliver to the Claimant and the Arbitral Tribunal setting out:
 - 21.3.1. the statement of facts supporting the counter claim
 - 21.3.2. the grounds supporting the counter claim
 - 21.3.3. the relief claimed
 - 21.3.4. all essential documents supporting the counterclaim
- 21.4. The respective parties may file a Rejoinder and a Reply to Rejoinder with the essential documents that support their respective statements. If the Rejoinder or the Reply to Rejoinder are not filed within the time specified by the Arbitral Tribunal, then it shall be deemed that the respective parties have waived their right to file Rejoinder or Reply to Rejoinder.
- 21.5. If the Claimant fails to submit the Statement of Claim within the time specified, the Arbitral Tribunal may terminate the arbitral proceedings.
- 21.6. If the Respondent fails to submit the Statement of Defence within the time specified or fails to present its case at any of the opportunities granted by the Arbitral Tribunal, the Arbitral Tribunal may proceed with the arbitration.

22. Hearings

- 22.1. The Arbitral Tribunal shall set the date, time and venue of any hearing and give the parties sufficient notice.
- 22.2. The Arbitral Tribunal shall hold a hearing for the presentation of evidence or oral submissions on the dispute including any issue regarding the jurisdiction of the Tribunal.
- 22.3. Where any party does not appear at a hearing without sufficient cause, the Arbitral Tribunal shall make the Award with the evidence produced before it.
- 22.4. All the meetings and hearings shall be in private and any recordings, transcripts or documents used in relation to the arbitral proceedings shall remain confidential.

23. Framing of Issues

- 23.1. The Arbitral Tribunal shall frame the issues to be decided by it and provide the same to the parties. The parties may on the receipt of the issues suggest any modification.

- 23.2. The Arbitral Tribunal on receipt of the suggestions by the parties shall reframe the issues which shall be final and binding on the parties.

24. Witnesses

- 24.1. The parties shall submit a list of witnesses immediately after their pleadings are completed.
- 24.2. The Arbitral Tribunal may require the parties to disclose the identity of the witnesses that the parties produce along with the subject matter of their testimony and the relevance to the issues. Based on the disclosure, the Arbitral Tribunal may refuse or limit the appearance of witnesses to give oral evidence at any hearing.
- 24.3. A witness giving oral evidence can be examined by the claimant or the respondent as the case may be, or their representatives or the Arbitral Tribunal.
- 24.4. The Arbitral Tribunal may direct the testimony given by the witness to be submitted in a written form as a signed statement or a sworn affidavit.

25. Expert Appointment

- 25.1. Unless otherwise agreed by the parties, the Arbitral Tribunal may, where it deems necessary, appoint an expert to report on specific issues.
- 25.2. The expert appointed shall submit a report in writing to the Arbitral Tribunal and copies of the same shall be delivered to the parties by the Arbitral Tribunal.
- 25.3. The Arbitral Tribunal may require the expert appointed to participate in a hearing for the parties to examine the expert.

26. Additional Powers

The Arbitral Tribunal shall have, in addition to the other powers granted in these Rules and except as prohibited by mandatory rules of the applicable law to the arbitration, the following additional powers:

- 26.1. To allow a party to supplement, modify or amend any pleading submitted under Article 21 by the parties.
- 26.2. Order the parties to make any property or item in their possession or control, to be available for inspection.
- 26.3. Order the preservation, storage, sale, or disposal of any property or item which forms part of or is the subject matter of the dispute.
- 26.4. Conduct enquiries as the Arbitral Tribunal may deem necessary.
- 26.5. Order any party to produce to the Arbitral Tribunal and to the other parties for inspection, and to supply copies of any document in their possession or control which the Arbitral Tribunal considers relevant to the case and material to its outcome.
- 26.6. Direct any party to take or refrain from taking an action to ensure that the Award is not rendered ineffectual by the dissipation of assets by a party;
- 26.7. Proceed with the arbitration despite the failure of parties to attend any hearing, abide by the Rules or the directions imposed in any partial Award; and to impose sanctions on the parties as the Arbitral Tribunal deems fit.

27. Jurisdiction

- 27.1. Before the constitution of the Arbitral Tribunal, if any party objects to the existence or validity of an arbitration agreement or the competence of CNICA to administer an arbitration, the Secretary General shall decide, on prime facie review, whether to proceed with the arbitration or not.

- 27.2. The Arbitral Tribunal has the power to rule on its own jurisdiction and authority including objections regarding the validity, existence or scope of the arbitration agreement.
- 27.3. An arbitration clause within a contract is separable from the contract. The Arbitral Tribunal's decision that a contract is null, and void will not entail in the arbitration agreement being invalid. The Arbitral Tribunal's jurisdiction does not cease by reason of any allegation that the contract is inexistent or null and void.
- 27.4. Any objection towards the jurisdiction of the Arbitral Tribunal can be raised as an application under Article 28.
- 27.5. Any objection that the Arbitral Tribunal is exceeding its jurisdiction must be filed within 15 days from the date on which the Arbitral Tribunal was alleged to have exceeded its jurisdiction.

28. Early Dismissal or Disposal of Claims and Defences

- 28.1. A party may apply to the Arbitral Tribunal for an early dismissal of a claim or a defence on the basis that:
- 28.1.1. It is without legal merit
 - 28.1.2. It is outside the jurisdiction of the Arbitral Tribunal.
- 28.2. The application for early dismissal of a claim or defence shall state the facts and legal grounds supporting the application.
- 28.3. The Arbitral Tribunal may, in its discretion, take on record the application for early dismissal.
- 28.4. After giving the parties the opportunity to be heard, the Arbitral Tribunal shall decide whether to grant in whole or in part, the application for early dismissal or to decide it along with the claim.
- 28.5. The Pleadings, Documents filed in support thereof alone shall be considered while disposing an application filed under this Article. The adducing of oral evidence shall be deemed to have been waived.
- 28.6. Where the Arbitral Tribunal proceeds to pass an Award or an order under this Article, it shall state the reasons. In any event, the application under this Article shall be disposed within 30 days from the date of filing the application.

29. Interim Orders

- 29.1. A party may seek the following interim reliefs:
- 29.1.1. for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
 - 29.1.2. for an interim measure of protection in respect of any of the following matters, namely:
 - 29.1.2.1. for the preservation, interim custody or sale of any goods which are the subject-matter of the arbitration agreement;
 - 29.1.2.2. for securing the amount in dispute in the arbitration;
 - 29.1.2.3. for issuing direction to third party Garnishee
 - 29.1.2.4. for the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken, or any observation to be made, or

experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

29.1.2.5. for interim injunction or the appointment of a receiver;

29.1.2.6. for such other interim measure of protection as may appear to the arbitral tribunal to be just and convenient, and the arbitral tribunal shall have the same power for making orders, as the court has for the purpose of, and in relation to, any proceedings before it.

29.1.2.7. To direct the parties to deposit the amount or custody of any valuables or hand over possession of the asset which is in dispute for safe custody or as an escrow with CNICA.

29.2. Parties may apply for interim relief to judicial authorities prior to the constitution of the Arbitral Tribunal or, in exceptional circumstances, thereafter. Such an application will not violate the Rules.

30. Procedure for Interim Applications

30.1. Any interim application for urgent orders under Article 29 may be moved before the commencement of arbitration hearing without prior notice to the other party. All other applications shall be submitted before the Arbitral Tribunal only after prior notice is given to the other parties.

30.2. The arbitrator shall have the discretion to receive the application on record for all interim applications.

30.3. Any objection to the interim application shall be filed within 10 days from the date on which the application is taken on record.

30.4. The Arbitral Tribunal shall pass an order, within a period of 20 days from the date on which the application is taken on record after conducting an enquiry.

30.5. Notwithstanding the filing of any interim application, the Arbitral Tribunal shall proceed with the adjudication of the claim. Provided in case of, applications under Article 11 and Article 27, the Arbitral Tribunal shall first dispose the said applications before proceeding with the claim.

31. Expedited Arbitration

31.1. Prior to the constitution of the Arbitral Tribunal, a party may file an application with the Secretary General for the arbitral proceedings to be conducted in accordance with the Expedited Procedure within this Article if the following criteria is satisfied:

31.1.1. The amount in dispute in the claim does not exceed INR one crore.

31.1.2. The parties have already agreed or agreed at the time of referring the dispute to arbitration, to conduct Expedited Arbitration

31.2. Where a party has filed an application with the Secretary General and the Secretary General determines that the arbitral proceedings shall be conducted as per the Expedited Procedure, or where the parties, after commencement of the arbitration, jointly request the Arbitral Tribunal to conduct the arbitration as per the Expedited Procedure, the following shall apply:

31.2.1. The time limit to complete the arbitration shall be six months and the same shall be extended only at the discretion of the Arbitral Tribunal for a further period of three months.

31.2.2. The case shall be conducted by a sole arbitrator unless the Secretary General, or the Arbitral Tribunal, as the case maybe, decides otherwise

- 31.2.3. The Arbitral Tribunal shall decide based on documentary evidence and written pleadings alone, without any oral hearing.
- 31.2.4. The Arbitral Tribunal shall have the power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them.
- 31.2.5. An oral hearing may be held only if all the parties and the Arbitral Tribunal jointly deem it necessary.
- 31.2.6. The Arbitral Tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as it deems fit.
- 31.2.7. The Arbitral Tribunal shall wherever possible use electronic mail or short-message-services or WhatsApp or any other mode of electronic communication.
- 31.2.8. The final Award shall have reasons written.
- 31.3. By choosing the Expedited Procedure, the parties agree that the procedure laid down in Article 31.2 shall override any contrary terms mentioned within the arbitration agreement.
- 31.4. The Arbitral Tribunal may, after giving the opportunity of being heard and having regard to any further information that was subsequently available and in consultation with the Secretary General, order that the arbitral proceedings shall no longer be conducted as per the Expedited Procedure. In such a case, the arbitration will be continued by the same Arbitral Tribunal in accordance with normal procedure for arbitration.

32. Emergency Arbitration

- 32.1. A party that needs urgent interim measures and cannot wait for the constitution of an arbitral tribunal may make an application for Emergency Arbitration. The application shall be sent to the Secretary General before the constitution of the Arbitral Tribunal, irrespective of whether a Request for Arbitration has been filed.
- 32.2. The emergency arbitrator shall be a sole arbitrator.
- 32.3. The emergency arbitrator's decision shall be in the form of an order that the parties undertake to comply.
- 32.4. The emergency arbitrator's order shall not bind the Arbitral Tribunal on any question or dispute determined in the order. The Arbitral Tribunal may modify, terminate or annul the order made by the emergency arbitrator.
- 32.5. The emergency arbitrator provisions are not intended to prevent any party from seeking urgent interim measures from a judicial authority at any time before the constitution of the Arbitral Tribunal and in appropriate circumstances thereafter. Approaching a judicial authority for interim measures will not be a waiver or breach of arbitration agreement.
- 32.6. The parties shall comply with Schedule I for the rules of Emergency Arbitration proceedings.

33. Marking of Documents

- 33.1. All the exhibits produced by the parties shall be marked C-0001, C-0002 and so forth for the Claimants and R-0001, R0002 and so forth for the Respondents.
- 33.2. Witness Statements shall be marked as WSC-0001, WSC-0002 and so forth for the Claimants and WSR-0001, WSR0002 and so forth for the Respondents.

- 33.3. Expert Opinions shall be marked as EOC-0001, EOC-0002 and so forth for the Claimants and EOR-0001, EOR0002 and so forth for the Respondents.
- 33.4. The files shall hold all the documents that are to be submitted before the Arbitral Tribunal and marked properly with pagination of the documents.

34. Draft Award for Review

- 34.1. After the last hearing concerning matters to be decided for the writing of the Award, the Arbitral Tribunal shall:
- 34.1.1. Declare the proceedings closed and
- 34.1.2. Inform the Secretary General and the parties of the date by which it would submit a draft award. The Arbitral Tribunal may not take more than 30 days from the date of closing the proceedings to submit the draft award.
- 34.2. After the proceedings are closed, no further submission may be made, or evidence produced regarding the matters to be decided in the Award unless requested or authorized by the Arbitral Tribunal.
- 34.3. The Secretary General shall review the draft award based only on the form of the Award without affecting the Arbitral Tribunal's liberty of decision making.
- 34.4. An Award shall be rendered by the Arbitral Tribunal only after the review by the Secretary General.

35. Award

- 35.1. The Award shall be in writing stating the reasons upon which it was made and shall be signed by the member(s) of the Arbitral Tribunal.
- 35.2. The Arbitral Tribunal shall state the date on which the Award is made, and the seat of arbitration as determined. The Award shall be deemed to have been made at that seat.
- 35.3. In case there is more than one arbitrator, and if any arbitrator fails to cooperate in the making of the Award after being given a reasonable opportunity to do so, the remaining arbitrators may proceed. The remaining arbitrators shall inform the parties and the Secretary General regarding the absence of the arbitrator. The remaining arbitrators shall also state the reasons for the absence of the arbitrator in any Award rendered.
- 35.4. Where there is more than one arbitrator, the Arbitral Tribunal shall decide by a majority. If a majority decision is not arrived at, the presiding arbitrator alone shall make the Award for the Arbitral Tribunal.
- 35.5. The Award shall be delivered to the Secretary General who shall transmit certified copies to the parties upon full settlement of the costs of the arbitration.

36. Settlement

If the parties reach a settlement after the file has been transmitted to the Arbitral Tribunal, the settlement shall be recorded in the form of an Award made by consent of the parties, if it is so requested by the parties and if the Arbitral Tribunal agrees to do so.

37. Correction and Interpretation of Award

- 37.1. The Arbitral Tribunal may on its own initiative correct any clerical, typographical, or any such minor error within 30 days of rendering the Award if it is approved by the Secretary General.

- 37.2. Application for correction shall be made by any party within 30 days from the date of receipt of the Award, to the Secretary General. Such an application must be intimated to the other parties and the Arbitral Tribunal by the party applying.
- 37.3. The Arbitral Tribunal shall not take more than 15 days from the date of intimation from the Secretary General, to correct or interpret the Award.
- 37.4. The decision to correct or interpret the Award shall take the form of an addendum and shall constitute part of the Award.

38. Costs of the Arbitration

- 38.1. "Costs of arbitration" includes:
- 38.1.1. Fees and Expenses of the Arbitral Tribunal and the Emergency Arbitrator;
 - 38.1.2. Costs of any expert appointment or any other external assistance required by the Tribunal; and
 - 38.1.3. CNICA's administrative fees and expenses.
 - 38.1.4. CNICA's charges for venue, refreshments, and other such incidental charges.
- 38.2. Unless otherwise agreed by the parties, the Arbitral Tribunal shall specify in the Award the total amount of costs of the arbitration. Unless otherwise agreed by the parties, the Arbitral Tribunal shall determine in the Award the apportionment of costs of arbitration among the parties.

39. Tribunal's Fees and Expenses

- 39.1. The fees of the Arbitral Tribunal shall be fixed by the Secretary General in accordance with Schedule II and the stage at which the Statement of Claim is filed or when the Statement of Counterclaim is filed.
- 39.2. In case the parties amend to enhance the Statement of Claim or Statement of Counterclaim, the fee of the Arbitral Tribunal shall also be enhanced to the said extent.
- 39.3. The Arbitral Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed.

40. Fees and Deposits

- 40.1. The Arbitral Tribunal's fees and the administration fees of CNICA shall be ascertained in accordance with Schedule II in force at the time of the commencement of arbitration.
- 40.2. The Secretary General shall fix the amount of deposits payable towards the costs of the arbitration. Unless the Secretary General directs otherwise, the Claimant and the Respondent shall each pay 50% of the deposit.
- 40.3. Where the amount of the claim or the counter claim is not quantifiable at the time payment is due, an estimate of costs of arbitration shall be made by the Secretary General. Such estimate may be based on the nature of the controversy and circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.
- 40.4. The Secretary General may direct parties to make further deposits towards the costs of the arbitration from time to time.
- 40.5. If the Respondent fails to deposit the fee of the Arbitral Tribunal and CNICA, the fee shall be remitted by the Claimant and the same at the discretion of the Arbitral Tribunal be considered at the time of deciding the cost of arbitration.
- 40.6. If the Claimant fails to deposit the fee of the Arbitral Tribunal and CNICA, the claim shall be dismissed as not prosecuted. With respect to the Statement of

Counterclaim, if the Respondent fails to deposit the fee of the Arbitral Tribunal and CNICA, the Statement of Counterclaim shall be dismissed as not prosecuted.

40.7. In exceptional circumstances, the Secretary General may direct the parties to pay an additional fee as part of CNICA's administration fees.

41. Disclosure of Third-party funding in Arbitration

41.1. If a funding agreement is made, the funded party shall communicate through a notice, to all the other parties, the arbitral tribunal, emergency arbitrator, and CNICA of

41.1.1. A funding agreement so made

41.1.2. The identity of the third-party funder

41.2. The notice must be communicated:

41.2.1. If the funding agreement is made on or before the commencement of the arbitration, in the application for the appointment of emergency arbitrator, Request for Arbitration, Response to the Request for Arbitration; or

41.2.2. If the funding agreement is made after the commencement of arbitration, as soon as possible.

41.3. Any funded party shall inform the other parties, the Arbitral Tribunal, the Secretary General of any changes that occur after the initial disclosure.

42. Waiver

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

43. Limitation of Liability

The arbitrators, any person appointed by the Arbitral Tribunal, the emergency arbitrator, CNICA, Secretary General and any member or representative of CNICA shall not be liable to any person for any act or omission in connection with the arbitration

SCHEDULE I - EMERGENCY ARBITRATOR RULES

1. A party that wishes to seek emergency relief, may apply to the Secretary General for the same before the constitution of the Arbitral Tribunal. The application shall include:
 - 1.1. Nature of the relief sought
 - 1.2. Reasons why the party is entitled to such relief
 - 1.3. Statement certifying that copies of the application has been sent to all other parties.
2. A non-refundable administration fee and emergency arbitrator's fee shall be as per schedule II herein and 50% of the said fees shall be made along with the application for emergency interim relief. The Secretary General may increase the amount of the deposits requested from the party making the application. If the deposits and the fees are not paid on time, the application shall be considered withdrawn.
3. The Secretary General shall seek to appoint an emergency arbitrator within 24 hours of receipt by the Secretary General of such application and payment of the administration fee and deposits.
4. The seat of the proceedings for emergency interim relief shall be the same as the seat for the arbitration proceedings that the parties agreed upon. If there is no such agreement, then the seat for emergency interim relief will be decided by the Secretary General.
5. Before accepting the appointment, the emergency arbitrator shall disclose to the Secretary General if there are circumstances that may raise question to independence and impartiality. The Secretary General shall send a copy of such a disclosure to the parties. Any challenge to the appointment of arbitrator shall be made within 24 hours after the parties receive the disclosure.
6. Unless otherwise agreed by the parties, the emergency arbitrator shall not act as an arbitrator in any future arbitration relating to the same dispute.
7. The emergency arbitrator shall draw a timetable and schedule the proceedings within 24 hours of appointment. The emergency arbitrator may provide for video conferences or written submissions as alternatives to hearings in person. The emergency arbitrator shall have all the powers of an Arbitral Tribunal vested in the Rules including the authority to rule on their own jurisdiction.
8. The emergency arbitrator shall have the power to order any interim relief that is necessary including preliminary orders. The interim order shall be made within 4 days from the date of appointment unless the time is extended due to exceptional circumstances. The Secretary

General shall review the interim order as to its form without affecting the decision of the Emergency Arbitrator.

9. The parties agree that an order passed by an emergency arbitrator shall be binding on the parties from the date it is made and undertake to carry out the interim order immediately. The parties waive their rights to appeal, review, or recourse to any judicial authority with respect to such interim order.
10. The emergency arbitrator shall have no power to act after the Arbitral Tribunal is constituted. The Arbitral Tribunal may reconsider, modify, or vacate any interim order issued by the emergency arbitrator including a ruling on jurisdiction. The Arbitral Tribunal is not bound by the reasons given by the emergency arbitrator.
11. Any interim order issued by the emergency arbitrator shall cease to be binding if the Arbitral Tribunal is not constituted within 30 days of such order, or when the Arbitral Tribunal makes a final award, or if the claim is withdrawn
12. Any interim order by the Emergency Arbitrator may be conditioned on provision by the party seeking such relief of appropriate security.
13. Any costs arising out of an application for emergency arbitration may be apportioned by the emergency arbitrator, subject to the Arbitral Tribunal's power to determine the final apportionment of costs.

SCHEDULE II - FEES

NATIONAL COMMERCIAL ARBITRATION

(i) Arbitrator's fees referred to in Article 39 and 40:

(Where CNICA acts as an Appointing Authority)

<u>Amount in dispute</u> (in INR)	<u>Amount of Fees</u> (in INR)
Below 1,00,000	3,000
1,00,001 – 5,00,000	9,000
5,00,001 - 10,00,000	20,000
10,00,001 – 25,00,000	40,000
25,00,001 - 50,00,000	55,000
50,00,001 - 1,00,00,000	75,000
1,00,00,001 – 1,50,00,000	1,25,000
1,50,00,001 – 2,00,00,000	1,50,000
2,00,00,001 – 5,00,00,000	1,75,000

Note:

1. Where disputes are more than INR 5,00,00,000/- the fees shall be fixed at 1% of the claim and the counter claim in aggregate.
2. The Arbitrator fees is charged per arbitrator and in cases where the arbitrators are more than one the same shall be multiplied by the number of arbitrators.
3. The applicable taxes if any shall be extra.

(ii) Administrative as per Article 39 and 40

(Where CNICA acts as an Appointing Authority and/or administers arbitration as per its Rules)

<u>Amount in dispute</u> (in INR)	<u>Institution Fees</u> (in INR)
Below 1,00,000	2,000
1,00,001 – 5,00,000	4,500
5,00,001 - 10,00,000	15,000

10,00,001 – 25,00,000	25,000
25,00,001 - 50,00,000	40,000
50,00,001 - 1,00,00,000	65,000
1,00,00,001 – 1,50,00,000	85,000
1,50,00,001 – 2,00,00,000	1,00,000
2,00,00,001 – 5,00,00,000	1,50,000

Note:

1. Where a dispute is more than INR 5,00,00,000/- the fees shall be fixed at 0.75% of the claim and the counter claim in aggregate per arbitrator.
2. Administrative charges shall not include the charge for the venue, refreshments, secretarial expenses, HOP services, Stationeries, copy charges, Video conferencing facilities etc. It shall be only towards the services rendered in conducting the arbitration as per the Arbitration Rules of CNICA.
3. The applicable taxes if any shall be extra.

INTERNATIONAL COMMERCIAL ARBITRATION

(i) Arbitrator's fees referred to in Article 39 and 40:

(Where CNICA acts as an Appointing Authority)

(Where CNICA acts as an Appointing Authority and Administrator)

<u>Amount in dispute</u> (in USD)	<u>Amount of Fees</u> (in USD)
Below 1,00,000	3,000
1,00,001 – 5,00,000	9,000
5,00,001 - 10,00,000	20,000
10,00,001 – 25,00,000	40,000
25,00,001 - 50,00,000	55,000
50,00,001 - 1,00,00,000	75,000
1,00,00,001 – 1,50,00,000	1,25,000
1,50,00,001 – 2,00,00,000	1,50,000
2,00,00,001 – 5,00,00,000	1,75,000

Note:

1. Where a dispute is more than INR 5,00,00,000/- the fees shall be fixed at 1% of the claim and the counter claim in aggregate per arbitrator.
2. The Arbitrator fees is charged per arbitrator and in cases where the arbitrators are more than one the same shall be multiplied by the number of arbitrators.
3. The applicable taxes if any shall be extra.

(ii) Administrative as per Article 39 and 40

(Where CNICA acts as an Appointing Authority and/or administers arbitration as per its rules)

<u>Amount in dispute</u> (in USD)	<u>Institution Fees</u> (in USD)
Below 1,00,000	2,000
1,00,001 – 5,00,000	4,500
5,00,001 - 10,00,000	15,000
10,00,001 – 25,00,000	25,000

25,00,001 - 50,00,000	40,000
50,00,001 - 1,00,00,000	65,000
1,00,00,001 – 1,50,00,000	85,000
1,50,00,001 – 2,00,00,000	1,00,000
2,00,00,001 – 5,00,00,000	1,50,000

Note:

1. Where a dispute is more than INR 5,00,00,000/- the fees shall be fixed at 0.75% of the claim and the counter claim in aggregate per arbitrator.
2. Administrative charges shall not include the charge for the venue, refreshments, secretarial expenses, HOP services, Stationeries, copy charges, video conferencing facilities etc. It shall be only towards the services rendered in conducting the arbitration as per the Arbitration Rules of CNICA.
3. The applicable taxes if any shall be extra.

EMERGENCY ARBITRATION FEES AND EXPENDITURE

NATIONAL COMMERCIAL ARBITRATION

(i) Emergency arbitrator's Fees as per Article 33 and Schedule I Rule 2:

(Where CNICA acts as an appointing authority)

<u>Amount in dispute</u> (in INR)	<u>Amount of Fees</u> (in INR)
Below 25,00,000	10,000/-
25,00,001 – 50,00,000	20,000/-
50,00,001 – 75,00,000	35,000/-
75,00,001 – 1,00,00,000	50,000/-

Note:

1. Where a dispute is more than INR 1,00,00,000/- the fees shall be fixed at 0.5% of the claim.
2. The applicable taxes if any shall be extra.

(ii) Emergency administrative Fees as per Article 33 and Schedule I Rule 2:

(Where CNICA acts as an Appointing Authority and/or administers arbitration as per its rules)

<u>Amount in dispute</u> (in INR)	<u>Institution Fees</u> (in INR)
Below 25,00,000	7,500/-
25,00,001 – 50,00,000	12,500/-
50,00,001 – 75,00,000	25,000/-
75,00,001 – 1,00,00,000	40,000/-

Note:

1. Where a dispute is more than INR 1,00,00,000/- the fees shall be fixed at 0.35% of the claim.
2. Administrative charges shall not include the charge for the venue, refreshments, secretarial expenses, HOP services, Stationeries, copy charges etc. It shall be only towards the services rendered in conducting the arbitration as per the Arbitration Rules of CNICA.
3. The applicable taxes if any shall be extra.

INTERNATIONAL COMMERCIAL ARBITRATION

(i) Emergency arbitrator's Fees as per Article 33 and Schedule I Rule 2:

(Where CNICA acts as an appointing authority)

<u>Amount in dispute</u> (in USD)	<u>Amount of Fees</u> (in USD)
Below 25,00,000	10,000/-
25,00,001 – 50,00,000	20,000/-
50,00,001 – 75,00,000	35,000/-
75,00,001 – 1,00,00,000	50,000/-

Note:

1. Where a dispute is more than INR 1,00,00,000/- the fees shall at 0.5% of the claim.
2. The applicable taxes if any shall be extra.

(ii) Emergency Administrative Fees as per Article 33 and Schedule I Rule 2:

(Where CNICA acts as an appointing authority and/or administers arbitration as per its rules)

<u>Amount in dispute</u> (in USD)	<u>Institution Fees</u> (in USD)
Below 25,00,000	7,500/-
25,00,001 – 50,00,000	12,500/-
50,00,001 – 75,00,000	25,000/-
75,00,001 – 1,00,00,000	40,000/-

Note:

1. Where a dispute is more than INR 1,00,00,000/- the fees shall be fixed at 0.35% of the claim.
2. Administrative charges shall not include the charge for the venue, refreshments, secretarial expenses, HOP services, Stationeries, copy charges etc. It shall be only towards the services rendered in conducting the arbitration as per the Arbitration Rules of CNICA.
3. The applicable taxes if any shall be extra.

SCHEDULE III - CONFLICT OF INTEREST

Name:

Phone Number:

Email ID:

Address:

Prior Experience in the field of law:

Prior Experience in Arbitration:

Number of Ongoing Arbitrations:

Disclosure of past or present relationship or interest in any of the parties or in relation to the subject matter of the dispute including Financial, Professional, Business or other kinds of relationships which likely gives rise to justifiable doubts as to independence or impartiality:

Any circumstance that could affect your ability to devote sufficient time to arbitration and in particular your ability to finish the entire arbitration within twelve months:

SCHEDULE IV - QUALIFICATIONS OF AN ARBITRATOR

1. A person shall not be qualified to be enlisted in the Panel of Arbitrators in CNICA unless they —
 - 1.1. pass the qualifying test conducted by CNICA for the empanelment of arbitrators and;
 - 1.2. are an advocate within the meaning of the Advocates Act, 1961 having ten years of practice experience as an advocate; or
 - 1.3. are a chartered accountant within the meaning of the Chartered Accountants Act, 1949 having ten years of practice experience as a chartered accountant; or
 - 1.4. are a cost accountant within the meaning of the Cost and Works Accountants Act, 1959 having ten years of practice experience as a cost accountant; or
 - 1.5. are a company secretary within the meaning of the Company Secretaries Act, 1980 having ten years of practice experience as a company secretary; or
 - 1.6. have been an officer of the Indian Legal Service; or
 - 1.7. have been an officer with law degree having ten years of experience in the legal matters in the Government, Autonomous Body, Public Sector Undertaking or at a senior level managerial position in private sector; or
 - 1.8. have been an officer with engineering degree having ten years of experience as an engineer in the Government, Autonomous Body, Public Sector Undertaking or at a senior level managerial position in private sector or self-employed; or
 - 1.9. have been an officer having senior level experience of administration in the Central Government or State Government or having experience of senior level management of a Public Sector Undertaking or a Government company or a private company of repute;
 - 1.10. are a person, in any other case, having educational qualification at degree level with ten years of experience in scientific or technical stream in the fields of telecom, information technology, Intellectual Property Rights or other specialised areas in the Government, Autonomous Body, Public Sector Undertaking or a senior level managerial position in a private sector, as the case may be.
2. A retired judge of any High Court in India or the Supreme Court of India is eligible for empanelment by way of their experience in the field of law.

MODEL ARBITRATION CLAUSE

Any and all controversy(ies) / dispute(s) / difference(s)/ claim(s) / claim(s) in tort arising out of or in connection with or in relation to this contract, including its existence, validity or termination, shall be referred to and finally resolved by arbitration of sole / three Arbitrator(s) nominated by the Council for National and International Commercial Arbitration (CNICA), having its registered office at Unit No.208, 'Raheja Tower', Beta Wing, II Floor, Door No:113-134, Anna Salai, Chennai 600 002, India, and its Rules shall prevail. The award so rendered shall be final and binding on the parties. The language shall be English and the venue shall be at _____ (City).*

Note: Add the following for international contracts.

* The governing law of the contract shall be substantive law of _____ (Country).

The award for money shall be payable in _____ (currency).

MODEL EXPEDITED ARBITRATION CLAUSE

Any and all controversy(ies) / dispute(s) / difference(s)/ claim(s) / claim(s) in tort arising out of or in connection with or in relation to this contract, including its existence, validity or termination, shall be referred to and finally resolved by arbitration of sole Arbitrator nominated by the Council for National and International Commercial Arbitration (CNICA), having its registered office at Unit No.208, 'Raheja Tower', Beta Wing, II Floor, Door No:113-134, Anna Salai, Chennai 600 002, India, and Arbitration Rules of CNICA shall prevail.

It is further agreed that such arbitration shall be conducted in accordance with the expedited procedure set out in the Arbitration Rules of CNICA.

The award so rendered shall be final and binding on the parties. The language shall be English, and the venue shall be at _____ (City).

Note: Add the following for international contracts.

* The governing law of the contract shall be substantive law of _____ (Country).

The award for money shall be payable in _____ (currency).