



ILSCA

**Indian Law Society's Centre for
Arbitration & Mediation**

**Institutional Arbitration Rules
ILSCA (IA) Rules**



**1st Edition
10th January 2020**



**Institutional Arbitration Rules
of the Indian Law Society's Centre
for Arbitration and Mediation**

ILSCA (IA) Rules

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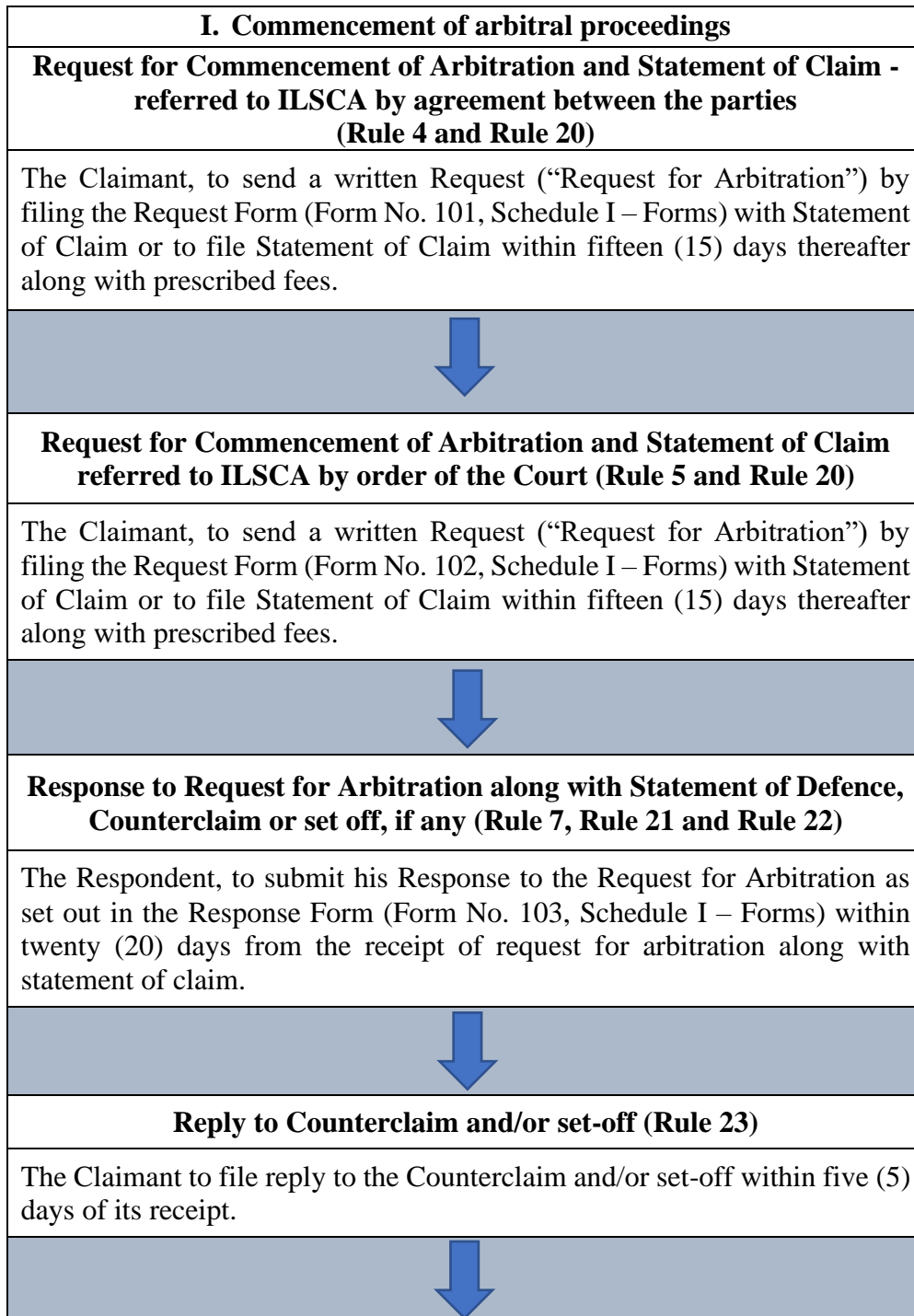
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ILSCA (IA) Rules- Arbitration Process Flowchart



II. Appointment of Arbitral Tribunal
Appointment of Arbitral Tribunal and List Procedure (Rule 9 and Rule 11)
Within fifteen (15) days from the receipt of Response from the Respondent, the Appointing Authority, ILSCA shall constitute the Arbitral Tribunal according ILSCA List Procedure.

Transmission of files to Arbitral Tribunal (Rule 28)
Appointing Authority, ILSCA to forward a copy of the files containing pleadings and other documents to the Arbitral Tribunal within ten (10) days of its constitution.
III. Conduct and closure of Arbitral proceedings
Terms of Reference (Rule 31)
Within thirty (30) days from the date of receipt of files forwarded by the Appointing Authority, ILSCA, the Arbitral Tribunal to draw the Terms of Reference (ToR).

Case Management conference (Rule 32)
Within fifteen (15) days from the date ToR is drawn, the Arbitral Tribunal to arrange a Case Management Conference to fix a procedural timetable.

Closure of Arbitral Proceedings and scrutiny of the Award (Rule 42 and Rule 46)
On closure of arbitral proceedings within thirty (30) days the Arbitral Tribunal to submit the draft arbitral award to Appointing Authority, ILSCA for scrutiny.
The Appointing Authority to complete scrutiny within fifteen (15) days from the date of receipt of the draft award.

IV. Arbitral Award and Termination of Arbitral Proceedings
Final Arbitral Award (Rule 48)

The Arbitral Tribunal shall render its final arbitral award within a period of twelve (12) months from the date it receives the copy of the pleadings from the Appointing Authority, ILSCA.
Correction and Interpretation of Award; Additional Award (Rule 50)
A party may within thirty (30) days of receipt of the final arbitral award may request for correction, interpretation of the final award or for additional award.

Termination of Arbitral Proceedings (Rule 51)
The arbitral proceedings shall be terminated on the making of the final arbitral award.

Part I – Introductory Provisions

Rule 1 : Scope of Application

- 1.1 Where the parties have agreed to refer their disputes in respect of defined legal relationship whether contractual or not, to ILSCA for arbitration (whether before or after a dispute has arisen) in accordance with the ILSCA Institutional Arbitration Rules (for the sake of brevity referred to as “ILSCA (IA) Rules”), the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered in accordance with the ILSCA (IA) Rules.
- 1.2 Where the High Court or the Supreme Court, as the case may be, directs the parties that the arbitration between the parties be conducted in accordance with ILSCA (IA) Rules, the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with the ILSCA (IA) Rules.
- 1.3 These Rules shall come into force on **10th January 2020**, unless the parties have agreed otherwise, these rules shall apply to any arbitration, domestic or international, commenced on or after the said date.
- 1.4 If any of these Rules are in conflict with any mandatory provision of law applicable to the

arbitration or the arbitration agreement from which the parties cannot derogate, that mandatory provision shall prevail.

- 1.5 The arbitrations referred to ILSCA shall be steered and administered by the Appointing Authority, ILSCA, in accordance with the ILSCA (IA) Rules. The parties are deemed to have authorized the Appointing Authority, to determine all issues, related to arbitral proceedings, as per the ILSCA (IA) Rules, and as per the provisions of the Arbitration & Conciliation Act, 1996.

Rule 2 : Definition clause

2.1 In these Rules, unless the context otherwise requires –

- a. **“Advisory Body of ILSCA”** means the Advisory Body constituted by the Governing Council of Indian Law Society;
- b. **“Arb-Med-Arb Procedure”** means a hybrid procedure of Arbitration-Mediation-Arbitration conducted under the ILSCA Arb-Med-Arb Rules;
- c. **“Award”** means and includes an interim award and the final arbitral award passed by the Arbitral Tribunal in accordance with ILSCA (IA) Rules;
- d. **“Dispute”** means all disputes or differences arising out of defined legal relationship, contractual or otherwise, between the contesting parties;
- e. **“Domestic Arbitration”** means any arbitration other than International Commercial Arbitration;
- f. **“Emergency Arbitrator”** means an arbitrator appointed, in accordance with ILSCA (IA) Rules prior to the constitution of the Arbitral Tribunal, in cases of exceptional urgency for seeking interim reliefs;
- g. **“Fast Track Procedure”** means the expedited procedure agreed to be adopted by the parties to resolve their dispute;
- h. **“ILSCA”** means the Indian Law Society’s Centre for Arbitration and Mediation;
- i. **“ILSCA (IA) Rules”** means the rules framed by the Indian Law Society’s Centre for Arbitration and Mediation (ILSCA), to regulate the process of adjudication of disputes by arbitration;
- j. **“ILSCA Code of Ethics for Arbitrators”** means Code of Ethics and Conduct & Disclosure Rules for Arbitrators appointed under ILSCA (IA) Rules;
- k. **“ILSCA Panel of Arbitrators”** means the Panel of Arbitrators maintained by ILSCA on the approval of Advisory Body of ILSCA;
- l. **“ILSCA Secretariat”** means the Secretariat of ILSCA, appointed by the Governing Council of Indian Law Society;

- m. “**International Commercial Arbitration**” means arbitration as defined under section 2(f) of the Arbitration and Conciliation Act, 1996;
- n. “**Practice Notes**” means the guidelines published by the Appointing Authority, ILSCA in consultation with the Advisory Body of ILSCA from time to time to supplement, regulate and implement the ILSCA (IA) Rules;
- o. “**Seat**” means the juridical seat of the arbitration;
- p. “**Tribunal Secretary**” is a person appointed to assist the Arbitral Tribunal and perform organizational and administrative tasks during the arbitral process;
- q. “**Venue**” means geographical location where arbitral proceedings take place.

The words used in the ILSCA (IA) Rules but not defined under Rule 2, shall have the same meaning as defined in the Arbitration and Conciliation Act, 1996, unless the context otherwise requires.

NOTE:

- In these rules, words importing the male gender include, where the context admits or requires, the female gender and vice versa.
- In these rules, singular noun shall be understood to refer to the plural and vice versa in the appropriate circumstances.

Rule 3 : Written Communications and the Calculation of Periods of Time

- 3.1 All communications made to ILSCA shall be addressed to the Appointing Authority, ILSCA.
- 3.2 All communications and applications to ILSCA under these Rules shall be in English. The Appointing Authority may request from the parties a translation of any document to English if the document is written in a language other than English, if such document is required for ILSCA to fulfill its mandate under these Rules.
- 3.3 For the purposes of these Rules, any notice, application, request, communication or proposal shall be in writing. Any such written communication may be delivered personally or by registered post or courier service, or transmitted by any form of electronic communication (including electronic mail), or delivered by any other means that provides a record of its transmission or in any other manner as may be ordered by the Arbitral Tribunal.

3.4 Written Communication shall be deemed to have been received if it is delivered:

- (a) to the addressee personally; or
- (b) to his habitual residence, place of business or designated address; or
- (c) to any address agreed by the parties; or
- (d) according to the practice of the parties in prior dealings; or
- (e) to any email address or through any other form of electronic communication agreed by the parties or used by them in their prior dealing.

If none of the above can be found after making reasonable inquiry, then the Written Communication shall be deemed to have been received if it is delivered to addressee's last-known residence or place of business.

3.5 Any written communication, including communication through electronic means, shall be deemed to have been received on the day when it is delivered. The time of receipt shall be determined with reference to the recipient's time zone.

3.6 For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a written communication or proposal is deemed to have been received as per Rule 3.4.

3.7 When the day next following the date of receipt is a non-business day in the place of receipt as per Rule 3.5, the time period commences on the first following business day.

3.8 If the last day of such period is a non-business day at the place of receipt, the period is extended until the first business day which follows. Non-business days occurring during the running of the period of time are included in calculating the period.

3.9 After the constitution of the Arbitral Tribunal, where any party delivers any written communication to the Arbitral Tribunal, it shall simultaneously deliver a copy to each arbitrator, all other parties and the Appointing Authority, ILSCA and shall confirm in writing to the Arbitral Tribunal that it has done so.

3.10 All written communications to ILSCA shall be sent to the following addresses only;

To the Appointing Authority,

- A) Indian Law Society's Centre for Arbitration and Mediation (ILSCA), ILS Law College Campus, Chiplunkar Road (Law College Road), Pune - 411004.
- B) ilsca@ilslaw.in

Part II - Arbitration Procedure

Rule 4 : Request for Commencement of Arbitration

- 4.1 Any party wishing to commence an arbitration (the "Claimant"), under the ILSCA (IA) Rules, shall send a written Request ("Request for Arbitration") by filing the Request Form (Form No. 101, Schedule I – Forms) for Commencement of Arbitration with the Appointing Authority, ILSCA, either by hand, or through post, or by email.
- 4.2 On receipt of Request for Arbitration, the Appointing Authority shall have absolute discretion to accept or reject the Request for Arbitration. The Appointing Authority is not bound to give reasons for the exercise of its discretion.
- 4.3 The Request for Arbitration shall contain all particulars as set out in the Request Form (Form No. 101, Schedule I – Forms).
- 4.4 The Claimant shall along with the Request, furnish to the Appointing Authority, the receipt confirming the payment of non-refundable ILSCA Filing Fee.
- 4.5 Unless the non-refundable ILSCA Filing Fee has been paid the Request for Arbitration shall be treated as not having been received by the Appointing Authority, and the arbitration as not having been commenced.
- 4.6 The Appointing Authority shall notify the Claimant and also the Respondent, the receipt of the Request for Arbitration and the date of such receipt.
- 4.7 The Claimant, along with submitting of the Request for Arbitration as per Rule 4.1, with the Appointing Authority, shall simultaneously send a copy of the Request for Arbitration to the party against whom it seeks relief (hereinafter called the "Respondent").
- 4.8 The arbitral proceedings in respect of a particular dispute shall be deemed to have commenced on the date on which the Respondent receives the copy of the Request for Arbitration sent by the Claimant as per Rule 4.4.

- 4.9 The Claimant shall send a confirmation to the Appointing Authority that the Request for Arbitration has been served on all the Respondents specifying the mode of service employed, and the date of service, supported by documentary proof of such service.
- 4.10 The Claimant shall also furnish adequate number of printed copies of the Request for Arbitration - one copy to the Appointing Authority, one copy for each arbitrator (according to the number of arbitrators as mentioned in the arbitration agreement) and one copy for each of the Respondent and shall also send the soft copy by email to the Appointing Authority.
- 4.11 The Request for Arbitration may be accompanied with the Statement of Claim referred to in Rule 20. If the Statement of Claim is not filed along with the Request for Arbitration, then it should be filed with the Appointing Authority, within fifteen (15) days from the date of filing the Request for Arbitration. Statement of claim shall be sent either by hand, or through post, or by email.
- 4.12 If the Request for Arbitration is accompanied by the Statement of Claim, then it shall be accompanied by the receipt confirming the payment of ILSCA Administrative Fee (for more details, refer to the ILSCA Schedule of Fees – Arbitration). If the Statement of Claim is not filed along with the Request but filed within the time line prescribed as per Rule 4.11 – the Claimant should attach the receipt confirming the payment of ILSCA Administrative Fee along with Statement of Claim filed later.
- 4.13 For avoidance of doubt the Request for Arbitration is deemed to be complete when all the requisites – filing of Statement of Claim, payments of non-refundable ILSCA Filing Fee and ILSCA Administrative Fee, by the Claimant, is complied with and when the Appointing Authority is satisfied that there has been compliance of all the requirements (For details of non-refundable ILSCA Filing Fee and ILSCA Administrative Fee - See ILSCA Schedule of Fees – Arbitration).
- 4.14 If the Request for Arbitration received is incomplete in any manner, or if the non-refundable ILSCA Filing Fee and the ILSCA Administrative Fee is not paid, the Appointing Authority, may request the Claimant to remedy the defect within ten (10) days from the date of receipt of intimation from the Appointing Authority, about the deficiencies.

- 4.15 On the Request for Arbitration duly completed, the Appointing Authority, within seven (7) days from the date of such compliance, shall number the Request and send a copy of the Request to the other party along with the Statement of Claim filed by the Claimant.
- 4.16 Where, without showing sufficient cause, the Claimant fails to pay non-refundable ILSCA Filing Fee or ILSCA Administrative Fee in accordance with ILSCA (IA) Rules, or fails to file the Statement of Claim the Appointing Authority shall not proceed further with the arbitral process, by passing an appropriate written order.

Rule 5 : Request for Commencement of Arbitration in matters referred to ILSCA by order of the Court

- 5.1 Where parties in an arbitral proceeding are directed by an order or direction of High Court or Supreme Court to refer the dispute to arbitration and ILSCA is appointed to administer such arbitral proceedings in accordance with ILSCA (IA) Rules, then the Claimant, shall send a written Request (“Request for Arbitration”) by filing the Request Form (Form No. 102, Schedule I – Forms) for Commencement of Arbitration with the Appointing Authority, ILSCA, either by hand, or through post, or by email.
- 5.2 The Request for Arbitration shall contain all particulars as set out in the Request Form (Form No. 102, Schedule I – Forms).
- 5.3 The Claimant shall along with the Request, furnish to the Appointing Authority, receipt confirming the payment of non-refundable ILSCA Filing Fee.
- 5.4 Unless the non-refundable ILSCA Filing Fee has been paid the Request for Arbitration shall be treated as not having been received by the Appointing Authority, and the arbitration as not having been commenced.
- 5.5 The Appointing Authority shall notify the parties the receipt of the Request and the date of such receipt.
- 5.6 The Claimant, along with submitting of the Request for Arbitration, with the Appointing Authority, shall simultaneously send a copy of the Request to the party against whom it seeks relief (hereinafter called the “Respondent”).

- 5.7 The arbitral proceedings in respect of a particular dispute shall be deemed to have commenced on the date on which the Respondent receives the copy of the Request for Arbitration sent by the Claimant as per Rule 5.6.
- 5.8 The Claimant shall send a confirmation to the Appointing Authority that the Request for Arbitration has been served on all the Respondents specifying the mode of service employed, and the date of service, supported by documentary proof of such service.
- 5.9 The Claimant shall also furnish adequate number of printed copies of the Request for Arbitration - one copy to the Appointing Authority, one copy for each arbitrator (according to the number of arbitrators as mentioned in the arbitration agreement) and one copy for each of the Respondent and shall also send the soft copy by email to the Appointing Authority.
- 5.10 The Request for Arbitration may be accompanied with the Statement of Claim referred to in Rule 19. If the Statement of Claim is not filed along with the Request for Arbitration, then it should be filed with the Appointing Authority within fifteen (15) days from the date of filing the Request for Arbitration. Statement of claim shall be sent either by hand, or through post, or by email.
- 5.11 If the Request for Arbitration is accompanied by the Statement of Claim, then it shall also be accompanied by the receipt confirming the payment of ILSCA Administrative Fee. If the Statement of Claim is not filed along with the Request but filed within the time line prescribed as per Rule 5.10 – the Claimant should attach the receipt confirming the payment of ILSCA Administrative Fee along with Statement of Claim filed later.
- 5.12 For avoidance of doubt the Request for Arbitration is deemed to be complete when all the requisites – filing of Statement of Claim, payments of non-refundable ILSCA Filing Fee and ILSCA Administrative Fee, by the Claimant, is complied with and when the Appointing Authority is satisfied that there has been compliance of all the requirements (For details of non-refundable ILSCA Filing Fee and ILSCA Administrative Fee - See ILSCA Schedule of Fees – Arbitration).
- 5.13 If the Request for Arbitration received is incomplete in any manner, or if the non-refundable ILSCA Filing Fee and the ILSCA Administrative Fee is not paid, the

Appointing Authority may request the Claimant to remedy the defect within ten (10) days from the date of receipt of intimation from the Appointing Authority, about the deficiencies.

5.14 On the Request for Arbitration duly completed, the Appointing Authority, within seven (7) days from the date of such compliance, shall number the Request and send a copy of the Request to the other party along with the Statement of Claim filed by the Claimant.

5.15 Where, without showing sufficient cause, the Claimant fails to pay non-refundable ILSCA Filing Fee or ILSCA Administrative Fee in accordance with ILSCA (IA) Rules, or fails to file the Statement of Claim the Appointing Authority shall not proceed further with the arbitral process, by passing an appropriate written order.

Rule 6 : Date of Commencement of Arbitral Proceedings

6.1 The arbitral proceedings in respect of a particular dispute shall be deemed to have commenced on the date the Respondent receives the copy of the Request for Arbitration sent by the Claimant.

Rule 7 : Response to the Request for Arbitration

7.1 On receipt of the Request for Arbitration complete in all respects as per Rule 4.13 or 5.12 as the case may be, is sent by the Appointing Authority, ILSCA to the Respondent. The Respondent shall submit his Response to the Request for Arbitration as set out in the Response Form (Form No. 103, Schedule I – Forms) along with the Statement of Defence, Statement of Counterclaim or set-off, if any as per Rule 21 and 22 respectively, to the Appointing Authority within twenty (20) days of such receipt, either by hand, or through post, or by email. The Respondent shall file proof of payment of his share of ILSCA Administrative Fee along with Response.

7.2 The Appointing Authority immediately on receipt of Response along with the Statement of Defence, Statement of Counterclaim or set-off, if any as per Rule 7.1 from the Respondent shall commence the process of appointment of Arbitral Tribunal according to ILSCA (IA) Rules.

- 7.3 If the Respondent fails to appear or fails to file his Response along with Statement of Defence, Statement of Counterclaim or set-off, if any, in accordance with Rule 7.1 and Rule 21, the Appointing Authority shall continue with the process of appointment of Arbitral Tribunal according to ILSCA (IA) Rules and such Arbitral Tribunal thus constituted shall continue with the arbitral proceedings.
- 7.4 If the Respondent desires to file a Counterclaim, he should pay the non-refundable ILSCA Filing Fee, the ILSCA Administrative Fee and shall furnish receipts confirming the payment of such fees to the Appointing Authority, without which the Appointing Authority shall not proceed further with the arbitral process relating to the Counterclaim, by passing an appropriate written order.
- 7.5 The Response to the Request for Arbitration shall contain all particulars as set out in the Response Form (Form No. 103, Schedule I – Forms).
- 7.6 The Respondent with the filing of the Response with the Appointing Authority as mentioned in Rules 7.1 and 7.4 shall simultaneously send a copy of the Response to the Claimant either by hand, or through post, or by email.
- 7.7 The Respondent shall notify the Appointing Authority the mode of service employed, including the date of delivery of the Response supported by documentary proof of such service.
- 7.8 The Respondent shall furnish adequate number of printed copies of the Response to the Request for Arbitration with one copy to the Appointing Authority, one copy for each arbitrator (according to the number of arbitrators as mentioned in the arbitration agreement) and one copy for each of the Claimant and shall also send the soft copy by email to the Appointing Authority.
- 7.9 In case the Respondent fails to appear or fails to submit his response as per Rule 7.1 within the time prescribed, the Appointing Authority shall continue with process of administering the arbitral proceedings.

Part III - Appointing Authority

Rule 8: Appointing Authority and its powers

- 8.1 Advisory Body of ILSCA may appoint the Director, ILSCA or any other eligible person as the Appointing Authority for the purposes of appointment of arbitrators, including the emergency arbitrators; and to monitor administration of the arbitral proceedings referred to ILSCA.
- 8.2 The Appointing Authority, ILSCA shall appoint arbitrators as per Rule 11 when the matter is referred to ILSCA to be conducted according to ILSCA (IA) Rules, except in cases of appointment of emergency arbitrator or where the arbitrator is appointed by the Court or where the arbitrator is identified by designation or by name in the arbitration agreement by the parties.
- 8.3 In cases where the parties have nominated their choice of arbitrator in their arbitration agreement, which is not on the ILSCA Panel of Arbitrators, such appointment will be subject to approval of the Appointing Authority.
- 8.4 Wherever required the Appointing Authority may at any time, subject to reasons recorded in writing and in consultation with Advisory Body of ILSCA or Arbitral Tribunal, as the case may be, extend or shorten any time limits prescribed under ILSCA (IA) Rules.
- 8.5 The Appointing Authority shall receive all communications made to the Arbitral Tribunal by the parties and vice-versa. And communicate to the parties the orders and directions of the Arbitral Tribunal and awards.
- 8.6 The Appointing Authority shall keep a register of all applications made by the parties to the Appointing Authority during the conduct of arbitral proceedings and awards made by the Arbitral Tribunal.
- 8.7 The Appointing Authority shall generally carry out the directions given by the Advisory Body of ILSCA and of an Arbitral Tribunal so constituted under ILSCA (IA) Rules and take such other steps as may be necessary to assist Arbitral Tribunal in the carrying out of its functions.

Part IV - Arbitral Tribunal

Rule 9 : Appointment of Arbitrators

- 9.1 On receipt of the Request for Arbitration from the Claimant and the Response from the Respondent, the Appointing Authority, ILSCA shall take necessary steps to constitute the Arbitral Tribunal according to ILSCA (IA) Rules.
- 9.2 When the Respondent appears and files his Response along with the Statement of Defence, Statement of Counterclaim or set-off, if any with Appointing Authority as per Rule 7.1, the Appointing Authority shall immediately commence the process of appointment of the Arbitral Tribunal according to ILSCA (IA) Rules.
- 9.3 If the Respondent appears but fails to file his Response along with Statement of Defence, Statement of Counterclaim or set-off, if any, in accordance with Rule 7.1 and Rule 21, the Appointing Authority shall continue with the process of appointment of Arbitral Tribunal according to ILSCA (IA) Rules (List Procedure-Rule 11) and such Arbitral Tribunal thus constituted shall continue with the arbitral proceedings.
- 9.4 If the Respondent fails to appear, the Appointing Authority shall appoint the Arbitral Tribunal in its discretion without following ILSCA List procedure.
- 9.5 Disputes referred to ILSCA shall be decided by the Arbitral Tribunal constituted according to the ILSCA (IA) Rules, consisting of sole arbitrator, three arbitrators or five arbitrators, depending upon the agreement between the parties.
- 9.6 The parties to a dispute are free to determine the number of arbitrators, provided that such number shall not be an even number, and in no case, it shall exceed five.
- 9.7 Failing the determination referred to in Rule 9.5, the Arbitral Tribunal shall consist of a sole arbitrator.

Rule 10 : ILSCA Panel of Arbitrators

- 10.1 The ILSCA Panel of Arbitrators is selected by the Advisory Body of ILSCA from amongst persons who are qualified and possess knowledge and experience in their

respective field of profession and arbitration law and procedure and are willing to serve as arbitrators generally or in specific fields (See Rules for Empanelment to ILSCA Panel of Arbitrators).

- 10.2 Empanelment to the ILSCA Panel of Arbitrators shall be for a period of Five (5) years. On expiry of Five (5) years the Advisory Body may extend the term at its discretion.
- 10.3 Nevertheless, in case of a person whose term of Five (5) years comes to an end before making of the final arbitral award in pending arbitration matters referred to him, his membership shall continue till the making of the final arbitral award.
- 10.4 The Advisory Body of ILSCA may at any time add the name of any person to the ILSCA Panel of Arbitrators or delete the name of any person from the Panel.
- 10.5 The Appointing Authority, ILSCA shall prepare and maintain an up-to-date list of Arbitrators approved by Advisory Body of ILSCA together with adequate information as to their qualifications and experience.

Rule 11 : List Procedure

- 11.1 When the parties refer their dispute to ILSCA and if the parties have not appointed an arbitrator or have not agreed upon any specific method of appointment, the Appointing Authority, ILSCA shall appoint the arbitrator(s) using the ILSCA List Procedure.
- 11.2 In cases where there is an order of the High Court or the Supreme Court referring the arbitration to ILSCA, to be administered according to ILSCA (IA) Rules, and the order of the court or the arbitration agreement is silent as to the number of arbitrators of the Arbitral Tribunal, a sole arbitrator shall be appointed by the Appointing Authority by using the List Procedure.
- 11.3 Where Arbitral Tribunal is to be appointed as per the ILSCA List Procedure, the Appointing Authority shall commence the process of appointment of Arbitral Tribunal immediately after the receipt of Response along with Statement of Defence, Statement of Counterclaim or set-off, if any, from the Respondent as per Rule 9.1.

- 11.4 Where the Respondent appears but fails to file his Response along with Statement of Defence, Statement of Counterclaim or set-off, if any, in accordance with Rule 7.1 and Rule 21, the Appointing Authority shall continue with the process of appointment of Arbitral Tribunal according ILSCA List Procedure and such Arbitral Tribunal thus constituted shall continue with the arbitral proceedings.
- 11.5 The process of appointing the Arbitral Tribunal by using the ILSCA List Procedure shall be completed within a period of fifteen (15) days from the date of commencement of the appointment process as per Rule 11.3.
- 11.6 Where the parties have agreed to appoint a sole arbitrator, the Appointing Authority shall furnish to each of the parties an identical List containing five (5) names from the ILSCA Panel of Arbitrators, for consideration of appointment as arbitrator, within seven (7) days from the date of receipt of Response from the Respondent.
- 11.7 The parties shall inform the Appointing Authority one common name agreed upon by them, from the List provided, within seven (7) days of receipt of the List.
- 11.8 If, after receipt of the List, the parties are unable to agree upon an arbitrator, each party shall, within seven (7) days from the date of receipt of the List, strike off two names from the List, which they do not approve and number the remaining names in order of preference, and return the List to the Appointing Authority.
- 11.9 Where the parties have agreed to appoint three (3) arbitrators, the Appointing Authority shall furnish to each of the parties an identical List containing fifteen (15) names from the ILSCA Panel of Arbitrators, for consideration of appointment as arbitrator, within seven (7) days from the date of receipt of Response from the Respondent.
- 11.10 The parties shall inform the Appointing Authority three (3) common names agreed upon by them, from the List provided, within seven (7) days of receipt of the List.
- 11.11 If, after receipt of the List, the parties are unable to agree upon three arbitrators, each party shall, within seven (7) days from the date of receipt of the List, strike off five (5) names from the List which they do not approve and number the remaining names in order of preference, and return the List to the Appointing Authority.

- 11.12 Where the parties have agreed to appoint five (5) arbitrators, the Appointing Authority shall furnish to each of the parties an identical List containing fifteen (15) names from the ILSCA Panel of Arbitrators, for consideration of appointment as arbitrator, within seven (7) days from the date of receipt of Response from the Respondent.
- 11.13 The parties shall inform the Appointing Authority five (5) common names agreed upon by them, from the List provided, within seven (7) days of receipt of the List.
- 11.14 If, after receipt of the List, the parties are unable to agree upon five (5) arbitrators, each party shall, within seven (7) days from the date of receipt of the List, strike off five (5) names from the List which they do not approve and number the remaining names in order of preference, and return the List to the Appointing Authority.
- 11.15 After the expiration of the above period of time and after the preference Lists are received, the Appointing Authority shall match the Lists of preferences sent by the parties. The Appointing Authority shall then appoint the sole /three (3) /five (5) arbitrators from among the names agreed upon by the parties, in accordance with the order of preference indicated by the parties, within seven (7) days from the date of receipt of such preference List.
- 11.16 The parties will be duly informed by the Appointing Authority of the acceptance of appointment by the arbitrator(s) together with disclosures.
- 11.17 If the parties fail to agree on any of the arbitrators or if the approved arbitrators are unable or unavailable to act, or if for any other reason the appointment cannot be made from the preference Lists submitted by the parties, the Appointing Authority may in its discretion, make the appointment of arbitrator(s) as promptly as possible, without further circulation of additional Lists.
- 11.18 Where the parties have referred their dispute to ILSCA and have appointed arbitrator(s) or have agreed upon any specific method of appointment, or in cases where the arbitrator(s) have been appointed by the Court, and such arbitrator(s) are unable or unavailable to act, the Appointing Authority shall appoint the arbitrator(s) by using the ILSCA List Procedure.

Rule 12 : Sole Arbitrator

- 12.1 Where the parties have agreed for the appointment of a sole arbitrator, the Appointing Authority, ILSCA shall appoint the sole arbitrator as promptly as possible. In making the appointment, the Appointing Authority shall use the List Procedure provided in Rule 11.
- 12.2 The Appointing Authority shall send to each of the parties an identical list containing five (5) names from the names listed on the ILSCA Panel of Arbitrators, within seven (7) days of receipt of the Response from the Respondent to the Request for Arbitration.
- 12.3 Within seven (7) days following the receipt of the List, each party shall return the List to the Appointing Authority, after having chosen one common name from the List.
- 12.4 If the parties are unable to agree upon one common name, then each party shall strike of two (2) names to which it objects and number the remaining names in the order of preference and return the List to the Appointing Authority within seven (7) days of receipt of the List.
- 12.5 Within seven (7) days from the date of receipt of names by the parties, after ascertaining the availability of the persons named by the Claimant and the Respondent, the Appointing Authority shall appoint the sole arbitrator from the common names approved on the Lists returned, and in accordance with the order of preference indicated by the parties.
- 12.6 If the parties fail to agree on a common name to be appointed as a sole arbitrator within the said period, the Appointing Authority shall exercise its discretion in appointing the sole arbitrator from the ILSCA Panel of Arbitrators as promptly as possible, without further circulation of additional Lists.
- 12.7 If in the event none of the persons named by the Claimant and the Respondent is ready to accept appointment as arbitrator, nor available to act as an arbitrator, then the Appointing Authority shall appoint the sole arbitrator from the ILSCA Panel of Arbitrators as promptly as possible, without further circulation of additional Lists.

Rule 13 : Three Arbitrators

- 13.1 Where the parties have agreed for the appointment of three (3) arbitrators, the Appointing Authority, ILSCA shall appoint the three (3) arbitrators as promptly as possible. In making the appointment, the Appointing Authority shall use the List Procedure provided in Rule 11 unless the parties have agreed upon another specific method of appointment.
- 13.2 The Appointing Authority shall send to each of the parties an identical List containing fifteen (15) names from the names listed on the ILSCA Panel of Arbitrators, within seven (7) days of receipt of the Response from the Respondent to the Request for Arbitration.
- 13.3 Within seven (7) days following the receipt of the List, each party shall return the List to the Appointing Authority, after having chosen three (3) common names to be appointed as arbitrators from the List.
- 13.4 Where the parties agree upon three (3) common names from the List, they shall also agree upon one (1) name out of the three (3) common names who shall act as the Presiding Arbitrator.
- 13.5 In case parties fail to agree upon the Presiding Arbitrator, the Appointing Authority shall appoint the Presiding Arbitrator from out of the three (3) names commonly selected.
- 13.6 If the parties are unable to agree upon three (3) common names, then each party shall strike off five (5) names to which it objects and number the remaining names in the order of preference and return the List to the Appointing Authority.
- 13.7 Within seven (7) days from the date of receipt of remaining names, the Appointing Authority, after ascertaining the availability of the persons named by the Claimant and the Respondent, shall appoint three (3) arbitrators in accordance with the order of preference indicated by the parties.
- 13.8 Out of the three (3) appointed arbitrators the Appointing Authority shall nominate one arbitrator who shall act as the Presiding Arbitrator.

Rule 14 : Five Arbitrators

- 14.1 Where the parties have agreed for the appointment of five (5) arbitrators, the Appointing Authority, ILSCA shall appoint the five (5) arbitrators as promptly as possible.
- 14.2 In making such appointment, the Appointing Authority shall use the List Procedure provided in Rule 11.
- 14.3 The Appointing Authority shall adopt the same procedure as provided for appointment of three (3) arbitrators under Rule 13. However, the Appointing Authority shall appoint five (5) arbitrators instead of three (3) arbitrators.

Rule 15 : Acceptance of Appointment by Arbitrators and Disclosures

- 15.1 The Appointing Authority, ILSCA before the confirmation of appointment of arbitrator, shall send an official communication to the prospective arbitrator to act as an Arbitrator in relation to the particular dispute along with the details as to the general nature of the dispute referred, the names of the parties, case number and the expected time period required for completion of arbitral proceedings. The Appointing Authority shall seek the Arbitrator's Statement for Acceptance, Availability, Impartiality and Independence as prescribed in the Schedule to ILSCA Code of Ethics for Arbitrators from such prospective arbitrator.
- 15.2 Upon receipt of communication as per Rule 15.1, the prospective arbitrator shall, within fifteen (15) days, submit the Arbitrator's Statement for Acceptance, Availability, Impartiality and Independence to the Appointing Authority in writing, in the prescribed format given in the Schedule to ILSCA Code of Ethics for Arbitrators, along with three (3) copies thereof.
- 15.3 Failing receipt of reply from such proposed arbitrator in the prescribed format within Fifteen (15) days from the receipt of communication by Appointing Authority, the proposed arbitrator's silence will be treated as his inability to act and accept the appointment and the Appointing Authority may in its discretion, make the appointment of arbitrator as promptly as possible, without further circulation of additional Lists.
- 15.4 In the Arbitrator's Statement the prospective arbitrator shall disclose in writing:
- (a) his availability, impartiality and independence;

- (b) existence either direct or indirect, of any past or present relationship with or interest in any of the parties;
- (c) any relation to the subject-matter in dispute, whether financial, business or professional;
- (d) circumstances which are likely to give rise to justifiable doubts as to his impartiality or independence;
- (e) circumstances which are likely to affect his ability to devote sufficient time to the arbitration and likely to disqualify him as an impartial or independent arbitrator.

15.5 Upon receipt of Arbitrator's Statement for Acceptance, Availability, Impartiality and Independence, the Appointing Authority shall send the said Statement to all the parties and other arbitrators, if any.

15.6 The appointment of an arbitrator is effective upon receipt by the Appointing Authority of the Arbitrator's Statement for Acceptance, Availability, Impartiality and Independence.

15.7 The Appointing Authority reserves the right to refuse the appointment of the prospective arbitrator, if is of the view that the arbitrator will not be able to discharge his duties due to potential time constraints.

15.8 The Appointing Authority reserves the right to refuse the appointment of the prospective arbitrator, who is ineligible to be appointed as an arbitrator, if his relationship with the parties or counsel or the subject matter of the dispute falls under any of the categories specified in the Seventh Schedule of the Arbitration and Conciliation Act,1996. Provided that the parties may waive the applicability of the categories provided in the Seventh Schedule or such other schedule or amendment as may be made from time to time by an express agreement in relation to the appointment of arbitrators.

15.9 An arbitrator shall immediately disclose to the parties and to the other arbitrators, if any, as well as to the Appointing Authority, any circumstances which may arise at any time during the arbitration which may give rise to justifiable doubts as to his impartiality or independence.

Rule 16 : Challenge of Appointment of Arbitrator

- 16.1 A party may challenge the appointment of an arbitrator made by the Appointing Authority, ILSCA for reasons of which it becomes aware after the appointment has been made.
- 16.2 Upon receiving the copy of the Arbitrator's Statement of Acceptance, Availability, Impartiality and Independence, sent by the Appointing Authority, any of the parties to the arbitral proceedings can challenge the appointment of the arbitrator within fifteen (15) days of receipt of such statement.
- 16.3 The party challenging the appointment of an arbitrator shall state in writing that it intends to challenge the appointment of the said arbitrator.
- 16.4 A party may challenge the appointment of an arbitrator if:
- (a) the circumstances exist that give rise to justifiable doubts as to his independence or impartiality; or
 - (b) the arbitrator does not possess any requisite qualification on which the parties have agreed; or
 - (c) if an arbitrator becomes *de jure* or *de facto* unable to fulfill his functions; or
 - (d) If the arbitrator is not fulfilling those functions in accordance with the ILSCA (IA) Rules.

Rule 17 : Procedure for Challenging the Appointment of an Arbitrator

- 17.1 Within fifteen (15) days of receiving the copy of the Arbitrator's Statement of Acceptance, Availability, Impartiality and Independence sent by the Appointing Authority, ILSCA, either party can challenge the appointment of such arbitrator.
- 17.2 The party challenging the appointment of arbitrator shall send the notice of challenge to all the parties to the arbitration, to the arbitrator whose appointment is challenged, to the other arbitrators of the Arbitral Tribunal, if any, and to the Appointing Authority.
- 17.3 The notice of challenge shall be in writing and shall state the reasons for challenging the appointment of the arbitrator.
- 17.4 When such a challenge is made by one party on any of the grounds mentioned in Rule 16.4 and the other party has conceded to the challenge, the Appointing Authority in

consultation with the Advisory Body of ILSCA shall terminate the mandate of such arbitrator.

- 17.5 The arbitrator whose appointment is challenged may withdraw from his office and communicate his withdrawal to the Appointing Authority. In neither of the cases mentioned above, it implies acceptance of the validity of the grounds for the challenge.
- 17.6 If, within fifteen (15) days from the date of receipt of the notice of challenge, the other party does not agree to the challenge or the challenged arbitrator does not withdraw from his office, the party making the challenge may elect to pursue the challenge. In that case, the party making the challenge shall seek a decision on the challenge by the Appointing Authority.
- 17.7 The Appointing Authority shall decide the admissibility of such a challenge on the merits of the challenge. The other parties and the arbitrator whose appointment is under challenge, shall be accorded an opportunity to comment in writing within fifteen (15) days of such a challenge.
- 17.8 The request to make a decision on the challenge submitted to the Appointing Authority shall be accompanied by payment of the challenge fee, by cheque or transfer to the bank account of the ILSCA, as provided in the ILSCA Schedule of Fees – Arbitration. The Appointing Authority shall not make a decision until such a fee is paid.
- 17.9 Upon withdrawal by the arbitrator whose appointment is challenged or on sustainment of the challenge, a substitute arbitrator shall be appointed in accordance with the List Procedure provided in Rule 11 by the Appointing Authority.
- 17.10 All decisions of the Appointing Authority, in relation to arbitration - as to the appointment, confirmation, challenge to the appointment of arbitrator and substitution of Arbitrator, shall be final and binding on the parties and the arbitrator. The Appointing Authority shall give reasons for its decision.

Rule 18 : Termination of Mandate and Replacement of Arbitrators

- 18.1 The mandate of an arbitrator shall terminate under the following circumstances;

- (a) When the parties agree to terminate the mandate of an arbitrator on his appointment being challenged; or
- (b) When the application challenging appointment of arbitrator is allowed by the Appointing Authority, ILSCA; or
- (c) When an arbitrator withdraws from his office; or
- (d) If an arbitrator becomes *de jure* or *de facto* unable to fulfill his functions; or
- (e) On death of an arbitrator

18.2 The mandate of the arbitrator shall terminate on the date when the parties mutually decide to terminate the mandate of an arbitrator on his appointment being challenged, or on the date on which the Appointing Authority declare the challenge successful, or the date on which the arbitrator withdraws from his office, or on the date when the arbitrator becomes *de jure* or *de facto* unable to fulfill his functions or on the date of arbitrator's death.

18.3 Upon termination of the mandate of an arbitrator as per Rule 18.2, a substitute arbitrator is appointed by the Appointing Authority, in accordance with the List Procedure as per Rule 11.

Rule 19 : Consequences/Effect of Substitution of Arbitrator

19.1 When a substitute arbitrator is appointed, the proceedings completed till the date of reconstitution of the Arbitral Tribunal will not be disturbed, unless the newly constituted Arbitral Tribunal decides otherwise.

19.2 All orders, directions and rulings passed by the previous arbitrator shall not be invalid solely because there has been a change in the composition of the Arbitral Tribunal.

19.3 Upon challenge to the appointment of the arbitrator, the Appointing Authority, ILSCA may order a suspension of the arbitral proceedings until the challenge is resolved.

19.4 Where a substitute arbitrator is appointed, evidence already recorded shall be used by the reconstituted Arbitral Tribunal. Once reconstituted, the Arbitral Tribunal shall determine whether to repeat or not to repeat any prior proceedings or hearings. However, oral hearings or arguments by parties previously held will not be repeated, unless requested for by any party or the reconstituted Arbitral Tribunal so directs.

Part V – Pleadings

Rule 20 : Statement of Claim

- 20.1 The Claimant shall file the Statement of Claim and supporting documents along with the Request for Arbitration with the Appointing Authority, ILSCA. If the Statement of Claim is not filed along with the Request for Arbitration, then it shall be filed within fifteen (15) days from the date of filing the Request for Arbitration either by hand, or through post, or by email.
- 20.2 The Statement of Claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the Claimant, or contain references to such documents/evidence.
- 20.3 The Claimant shall simultaneously send a copy of the Statement of Claim along with supporting documents to the Respondent. The Claimant shall also give required number of copies of the Statement of Claim along with supporting documents for each arbitrator (according to the number of arbitrators as mentioned in the arbitration agreement) to the Appointing Authority, either by hand, or through post, or by email, to be forwarded to the Arbitral Tribunal upon its appointment.
- 20.4 The Claimant shall send a confirmation to the Appointing Authority that the Statement of Claim has been served on the Respondent. The Claimant shall specify the date of service and the mode of service employed supported by documentary proof of such service.
- 20.5 Within seven (7) days from the date of receipt of the Statement of Claim, the Appointing Authority shall notify the Respondent about such receipt.
- 20.6 The Statement of Claim should set out in full detail the following;
- (a) Statement of facts supporting the claim;
 - (b) A brief statement describing the nature and circumstances of the dispute;
 - (c) The relief or remedy sought together with the amount of all quantifiable claims;

- (d) The legal grounds or arguments supporting the claim;
- (e) Any other relevant information.

20.7 Unless otherwise agreed by the parties, the Claimant may amend or supplement his claim during the course of the arbitral proceedings, unless the Arbitral Tribunal considers it inappropriate to allow the amendment or supplement his claim having regard to the delay in making it.

20.8 Where, without showing sufficient cause, the Claimant fails to file the Statement of Claim within the time specified, as per Rule 20.1 or fails pay ILSCA Administrative Fee in accordance with ILSCA (IA) Rules, the Appointing Authority shall not proceed further with the arbitral process, by passing an appropriate written order.

Rule 21 : Statement of Defence

21.1 On receipt of the Request for Arbitration which is complete in all respects as per Rule 4.13, sent by the Appointing Authority, ILSCA to the Respondent. The Respondent shall submit his Response to the Request for Arbitration as set out in the Response Form (Form No. 103, Schedule I – Forms) along with the Statement of Defence and supporting documents, to the Appointing Authority within twenty (20) days of such receipt, either by hand, or through post, or by email. The Respondent shall file proof of payment of his share of ILSCA Administrative Fee along with Response.

21.2 The Statement of Defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the Respondent, or contain references to such documents/evidence.

21.3 The Respondent shall simultaneously send a copy of the Statement of Defence along with supporting documents, to the Claimant. The Respondent shall also give required number of copies of the Statement of Defence along with supporting documents for each arbitrator (according to the number of arbitrators as mentioned in the arbitration agreement) to the Appointing Authority, either by hand, or through post, or by email, to be forwarded to the Arbitral Tribunal upon its appointment.

21.4 The Respondent shall send a confirmation to the Appointing Authority that the Statement of Defence, has been served on the Claimant. The Respondent shall specify the date of

service and the mode of service employed supported by documentary proof of such service.

21.5 The Statement of Defence should set out in full detail the following:

- (a) A brief description / synopsis of the defence and facts describing the nature of circumstances of the dispute supporting the defence;
- (b) The legal grounds or arguments supporting such defence;
- (c) The relief or remedy sought together with the amount of all quantifiable claims;
- (d) A plea, if any, that the Arbitral Tribunal constituted under these Rules lacks jurisdiction;
- (e) A confirmation or denial of all or part of the claims including the relief or remedy sought by the Claimant, including the Claimant's invocation of the arbitration agreement;
- (f) And any other relevant information.

21.6 Unless otherwise agreed by the parties, the Respondent may amend or supplement his defence during the course of the arbitral proceedings, unless the Arbitral Tribunal considers it inappropriate to allow the amendment or supplement his defence having regard to the delay in making it.

21.7 If the Respondent appears but fails to file his Response along with Statement of Defence, the Appointing Authority shall continue with the process of appointment of Arbitral Tribunal according to ILSCA (IA) Rules and such Arbitral Tribunal thus constituted shall continue with the arbitral proceedings.

Rule 22 : Counterclaim or Set-off

22.1 The Respondent, in support of his case, along with the Statement of Defence may submit, a Counterclaim or plead a set-off, if any as set out in the Response Form (Form No. 103, Schedule I – Forms) and supporting documents, to the Appointing Authority, ILSCA within twenty (20) days of receipt of the Request for Arbitration which is complete in all respects as per Rule 4.13, sent by the Appointing Authority as per Rule 4.15, either by hand, or through post, or by email.

- 22.2 The Counterclaim or set-off shall be adjudicated upon by the Arbitral Tribunal, if such Counterclaim and/or set-off falls within the scope of the arbitration agreement.
- 22.3 The Respondent can also file a Counterclaim or take the plea of set-off at a later stage, as permitted by law, with the permission of the Arbitral Tribunal.
- 22.4 The Statement of Counterclaim and/or set-off shall contain the nature and circumstances which gave rise to the Counterclaim and/or set-off, specifying the relief claimed and wherever possible an estimate of the monetary value of any such Counterclaims.
- 22.5 The Statement of Counterclaim should, as far as possible, be accompanied by all documents and other evidence relied upon by the Respondent, or contain references to such documents/evidence.
- 22.6 The Respondent shall simultaneously send a copy of the Statement of Counterclaim and/or set-off and supporting documents, to the Claimant. The Respondent shall also give required number of copies of the Statement of Counterclaim and/or set-off along with supporting documents for each arbitrator (according to the number of arbitrators as mentioned in the arbitration agreement) to the Appointing Authority, either by hand, or through post, or by email, to be forwarded to the Arbitral Tribunal upon its appointment.
- 22.7 The Respondent shall send a confirmation to the Appointing Authority that the Statement of Counterclaim and/or set-off has been served on the Claimant, specifying the mode of service employed, and the date of service, supported by documentary proof of such service.
- 22.8 The Statement of Counterclaim must be accompanied by a confirmation that the non-refundable ILSCA Filing Fee and the ILSCA Administrative Fee as per ILSCA Schedule of Fees – Arbitration has been paid.
- 22.9 Where, without showing sufficient cause, the Respondent fails to pay the non-refundable ILSCA Filing Fee and ILSCA Administrative Fee in accordance with ILSCA (IA) Rules, the Appointing Authority shall not proceed further with the arbitral process relating to Counterclaim, by passing an appropriate written order.

22.10 Unless otherwise agreed by the parties, the Respondent may amend or supplement his Counterclaim during the course of the arbitral proceedings, unless the Arbitral Tribunal considers it inappropriate to allow the amendment or supplement his Counterclaim having regard to the delay in making it.

Rule 23 : Reply to Counterclaim and/or set-off

23.1 The Claimant shall be entitled to file a reply to the Counterclaim and/or set-off with supporting documents, if any, within five (5) days of the receipt of the Counterclaim and/or set-off.

23.2 The Claimant shall simultaneously send a copy of the reply to the Counterclaim and/or set-off with supporting documents to the Respondent. The Claimant shall also give required number of copies of the reply to the Counterclaim and/or set-off with supporting documents for each arbitrator (according to the number of arbitrators as mentioned in the arbitration agreement) to the Appointing Authority, ILSCA either by hand, or through post, or by email, to be forwarded to the Arbitral Tribunal upon its appointment.

23.3 Unless otherwise agreed by the parties, the Claimant may amend or supplement his reply to Counterclaim and/or set-off during the course of the arbitral proceedings, unless the Arbitral Tribunal considers it inappropriate to allow the amendment or supplement his reply to Counterclaim having regard to the delay in making it.

Rule 24 : Rejoinder by the Parties

24.1 The Arbitral Tribunal may, in appropriate cases, permit /require the Claimant to file a rejoinder to the Statement of Defence by the Respondent.

24.2 The Arbitral Tribunal may, in appropriate cases, permit /require the Respondent to file a rejoinder to the Reply to Counterclaim or set-off, if any.

Rule 25 : Time line for Completion of pleadings

25.1 Within the time prescribed, as per Rule 4.11 and Rule 20, the Statement of Claim and as per Rule 7 and Rule 21, Response along with Statement of Defence, Statement of Counterclaim or set-off, if any shall be completed and duly filed by the parties respectively with the Appointing Authority, ILSCA.

25.2 The time line for completion of pleadings as mentioned in Rule 25.1 may be extended on request of the parties to the Appointing Authority. Such period may be extended by the Appointing Authority up to six (6) months from the date when the Request for Commencement of Arbitration is received by the Appointing Authority.

Rule 26 : Notice of Completion of Pleadings

26.1 Once the filing of pleadings is completed according to Rule 25.1 and submitted to the Appointing Authority, ILSCA, the Appointing Authority shall duly notify the parties that the pleadings have been completed. The Appointing Authority shall forward a copy of the pleadings to the Arbitral Tribunal within ten (10) days of its constitution.

Rule 27 : Compilation of Documents by the Appointing Authority

27.1 Once the pleadings are completed and filed with the Appointing Authority, ILSCA, the Appointing Authority shall compile all the documents and divide them into two (2) separate files to facilitate smooth internal management of the arbitral proceedings. The files will be as under:

- (a) File no.1 will contain Court orders, if any, Request for Commencement of Arbitration, Response to Request for Arbitration, Statement of Claim, Statement of Defence, Counterclaim and/or set-off, Claimants reply to Counterclaim and/or set-off along with supporting affidavits if any;
- (b) File no.2 will contain all documents filed by the parties in support of their respective claims and defences.

Rule 28 : Transmission of the Files to the Arbitral Tribunal

28.1 The Appointing Authority, ILSCA shall forward copies of both the files to both the parties once the compilation of the files is completed.

28.2 The Appointing Authority shall forward copies of both the files to the Arbitral Tribunal once the compilation of the files is completed and within ten (10) days of its constitution.

28.3 The Appointing Authority shall request the Arbitral Tribunal to hold a preliminary meeting with the parties (in person or by any other means) to discuss the procedures that will be most appropriate and efficient in conducting the arbitration and to draw the Terms of Reference within thirty (30) days from the date of the transmission of files to the Arbitral Tribunal.

Part VI - Conduct of Arbitral Proceedings

Rule 29 : Venue of Arbitration

29.1 In case of a domestic arbitration, if the arbitration agreement contains an express clause that the disputes arising between the parties will be conducted according to the ILSCA (IA) Rules, the venue of the arbitration shall be Indian Law Society's Centre for Arbitration and Mediation (ILSCA), Pune located within the ILS Law College Campus, Chiplunkar Road (Law College Road), Pune - 411004.

29.2 In case of International Commercial Arbitration, if the arbitration agreement contains an express clause that the dispute arising between the parties will be conducted according to the ILSCA (IA) Rules, the venue of the arbitration shall be Indian Law Society's Centre for Arbitration and Mediation (ILSCA), Pune, located within the ILS Law College Campus, Chiplunkar Road (Law College Road), Pune - 411004.

Rule 30 : Conduct of the Arbitration

30.1 The Arbitral Tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.

30.2 In order to ensure effective case management, the Arbitral Tribunal, after consulting the parties, may adopt such procedural measures as it considers appropriate, provided they

are not contrary to any agreement between the parties or ILSCA (IA) Rules or the law governing arbitration for the time being in force.

30.3 Upon the request of any party, the Arbitral Tribunal may make orders concerning the confidentiality of the arbitral proceedings or any other matter in connection with the arbitration and may also take measures for protecting trade secrets and confidential information.

30.4 The Arbitral Tribunal shall provide procedures to ensure fair and equal treatment of the parties and afford the parties a reasonable opportunity to present their case.

Rule 31 : Terms of Reference

31.1 Within thirty (30) days from the date of transmission of files as per Rule 28.2, the Arbitral Tribunal shall draw a document defining the Terms of Reference (ToR) and make a list of major issues.

31.2 Such a ToR document is drawn in the presence of the parties on the basis of their pleadings after giving them an opportunity to give their submissions.

31.3 The document of ToR shall include the following particulars:

- (a) Full names, addresses of the parties and of any person representing a party in the arbitration;
- (b) Full names, addresses and contact details of the arbitrator;
- (c) The addresses to which notifications and communications arising in the course of the arbitration may be made;
- (d) Summary of the parties' respective claims and the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
- (e) The list of issues to be determined.

31.4 The Arbitral Tribunal shall secure consent of all the parties to the ToR, either in a meeting or by means of video conferencing. The parties shall sign the finally drawn ToR or confirm the same in writing through e-mail.

- 31.5 After the ToR is signed or confirmed by the parties, the Arbitral Tribunal shall forward the copy of ToR to the Appointing Authority, ILSCA.
- 31.6 After ToR is forwarded to the Appointing Authority, no party shall make new claims which fall outside the limits of the ToR, unless it has been authorized to do so by the Arbitral Tribunal which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.
- 31.7 In case there are changes in ToR authorised by the Arbitral Tribunal, a copy thereof, shall be forwarded to the Appointing Authority by the Arbitral Tribunal.
- 31.8 If any of the parties refuses to take part in the drawing up of the ToR or to sign or confirm the same, the ToR shall be submitted by the Arbitral Tribunal, without the signatures or confirmation of such parties, to the Appointing Authority.

Rule 32 : Case Management Conference

- 32.1 Within fifteen (15) days from the date ToR is finally drawn by the Arbitral Tribunal, the Arbitral Tribunal shall arrange a Case Management Conference, to consult the parties, their counsels and the Appointing Authority on procedural measures that may be adopted for the conduct of arbitration proceedings and also draw a timetable.
- 32.2 The Case Management Conferences may be conducted through a meeting in person, by video conference, telephone or similar means of communication. In the absence of an agreement between the parties, the Arbitral Tribunal shall determine the means by which the conference will be conducted.
- 32.3 The Arbitral Tribunal is not bound to follow the procedural rules that apply to domestic court proceedings. However, the procedure agreed upon by the parties or by the Arbitral Tribunal must meet the basic tenets of an adjudicatory process like fair and equal treatment of the parties; each party must be given a full opportunity of presenting his/her case.
- 32.4 The Arbitral Tribunal shall not be bound by the Code of Civil Procedure, 1908 (5 of 1908) or by the Indian Evidence Act, 1872 (1 of 1872) or by any strict rules of evidence.

- 32.5 Unless otherwise agreed between the parties in writing, the Arbitral Tribunal shall hold oral hearings. In the event of an oral hearing, the Arbitral Tribunal shall give the parties adequate advance notice of the date, time and venue of hearing (which is by default ILSCA).
- 32.6 The Arbitral Tribunal may request the parties to submit case management proposals in advance before the date for case management conference is scheduled to be held.
- 32.7 During such Case Management Conference, the Arbitral Tribunal shall (in consultation with the parties):
- (a) explore possibility of settlement of disputes between the parties;
 - (b) decide the need for any issue to be determined as a preliminary issue or bifurcation of proceedings;
 - (c) examine the possibility of conducting arbitral proceedings only on the basis of documents.
- 32.8 The Arbitral Tribunal during the Case Management Conference shall obtain consent of the parties on the scope of confidentiality of any recordings, transcripts or documents used in relation to the arbitral proceedings.

Rule 33 : Fixing of a Procedural Timetable

- 33.1 During or following Case Management Conference, the Arbitral Tribunal shall establish the procedural timetable that it intends to follow for the conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated in writing to the Appointing Authority, ILSCA and the parties.
- 33.2 The Arbitral Tribunal and the Appointing Authority shall finalise, in consultation with the parties, a timetable for the conduct of the arbitration. The timetable shall specify:
- (a) deadlines, action dates for conducting the arbitration;
 - (b) dates for examination of witnesses and oral hearings;
 - (c) dates within which the parties should file statement of witnesses;
 - (d) dates within which Arbitral Tribunal shall record oral evidence;
 - (e) dates for oral arguments by the parties before the Arbitral Tribunal;

(f) the time line for publication of the draft award.

33.3 The Arbitral Tribunal shall communicate, in writing, the procedures determined and the timetable adopted at the Case Management Conference to the Appointing Authority and to all the parties. The timetable so fixed shall remain firm and binding on all concerned.

33.4 In the interest of efficiency and for ensuring a fair and orderly process, the Arbitral Tribunal may from time to time alter or modify the procedures determined and the timetable finalised at the Case Management Conference, after consulting the parties and Appointing Authority. Such modified procedures and the timetable shall be communicated in writing by the Arbitral Tribunal to the Appointing Authority. The Appointing Authority shall forward the same to the parties.

Rule 34 : Evidence and Burden of Proof

34.1 Parties to arbitration shall have the full and equal opportunity to present relevant and reliable evidence during arbitral proceedings in support of their claim as well as defence. Each party shall have the burden of proving the facts relied upon to support its claim or defence.

34.2 The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of any evidence offered.

34.3 The Arbitral Tribunal may require the parties to produce their evidence within a specified period of time and the parties shall comply with such order. The Arbitral Tribunal may reject any evidence not produced within the specified period of time, unless the parties agree otherwise or the Arbitral Tribunal considers it necessary to accept the evidence.

34.4 If a party having the burden of proof fails to produce evidence within the specified period of time, or if the evidence produced is insufficient to discharge its burden of proof, such a party shall bear the adverse consequences of such failure.

34.5 Unless otherwise agreed by the parties:

(a) Evidence may be given before the Arbitral Tribunal orally or in writing or by affidavit.

- (b) If a party intends to give evidence through a witness, it shall, within the time determined by the Arbitral Tribunal, communicate so to the Arbitral Tribunal and to the other party.

Rule 35 : Production of Documents

- 35.1 The parties can submit all the documents they consider to be relevant along with their Statement of Claim, Statement of Defence, Counterclaim and/or set-off, if any. The Arbitral Tribunal shall decide the dispute on the documents submitted by the parties.
- 35.2 At any time during the arbitral proceedings the Arbitral Tribunal may require the parties to produce documents, exhibits or other evidence, which the parties intend to present in support of their pleadings within such a period of time as the Arbitral Tribunal shall determine.
- 35.3 The Arbitral Tribunal is empowered to issue directions for discovery and production of documents or materials within the possession and power of a party and is also empowered to issue directions for appearance of witnesses.
- 35.4 If a direction for production of documents issued by the Arbitral Tribunal to a party is not complied with by the party, the Arbitral Tribunal may draw an adverse inference.
- 35.5 The Arbitral Tribunal may, where necessary, secure agreement of parties to dispense with formal proof of documents, except in case of questioned documents.

Rule 36 : Hearing Procedure

- 36.1 Unless the parties have agreed, in writing, for documents-only arbitration, the Arbitral Tribunal shall hold oral hearings. Based on the agreement between the parties, the Arbitral Tribunal shall decide whether to hold oral hearings for the presentation of evidence or for argument, or whether the proceedings shall be conducted on the basis of documents and other materials.
- 36.2 The Arbitral Tribunal shall hold oral hearing for the presentation of evidence and/or oral submissions/arguments on the merits of the dispute, including any issue as to jurisdiction, at an appropriate stage of the arbitration, if so requested by a party or if it considers fit.

- 36.3 The Arbitral Tribunal shall, after consultation with the parties, fix the date, time and venue (which is by default, ILSCA) for holding oral hearing and give the parties adequate advance notice. The arbitral proceedings may be conducted between 10.30 am to 4.30 pm.
- 36.4 If the hearing lasts for more than one day, the Arbitral Tribunal shall hold hearings on consecutive days to the extent feasible.
- 36.5 The Arbitral Tribunal shall not ordinarily adjourn a hearing at the request of any party, except where the circumstances are beyond the control of the party and the Arbitral Tribunal is satisfied that reasons and circumstances for the adjournment are justified. While granting an adjournment, the Arbitral Tribunal may make such orders regarding payment of costs by one or both of the parties, as it deems fit and reasonable.
- 36.6 All oral hearings shall be held at ILSCA, unless in exceptional circumstances, the Appointing Authority, ILSCA permits, in its discretion, holding of oral hearings outside ILSCA.
- 36.7 The parties may appear before the Arbitral Tribunal in person or through duly authorized representatives.
- 36.8 The Arbitral Tribunal shall determine the form in which a record shall be made of any hearing. A hearing may take place in person or by video or telephonic conference, or a combination of all the three.
- 36.9 The Arbitral Tribunal at its discretion at any time before making the final award and at the expense of the parties may;
- (a) appoint one or more experts having special knowledge relating to the particular industry, commodity, produce or branch of trade related to the arbitral proceedings;
 - or
 - (b) consult qualified accountant or solicitors, counsel or advocates upon any technical question of law, evidence, practice or procedure arising in the course of the arbitral proceedings.

Such experts shall report on specific issues to the Arbitral Tribunal and to the Appointing Authority.

- 36.10 The Arbitral Tribunal shall require the parties to give such appointed expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.
- 36.11 If a party so requests or if the Arbitral Tribunal considers 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 raise questions to him and to present expert witnesses in order to testify on the points at issue.
- 36.12 On the request of a party, the expert shall 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.
- 36.13 The Arbitral Tribunal may direct that witnesses, including expert witnesses, whose physical presence is not required at the hearing, be examined through means of telecommunication and/or videoconference.
- 36.14 During the hearing procedure, the Arbitral Tribunal may require the parties to address a list of specific questions or issues arising from the dispute.
- 36.15 If any party to the arbitral proceedings, although duly called upon, fails to appear at a hearing without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the hearing and make the final arbitral award based on the pleadings and evidence before it.
- 36.16 The Arbitral Tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present.
- 36.17 Persons not involved in the arbitral proceedings shall not be entitled to attend such proceedings, unless allowed by the Arbitral Tribunal or wherever the ILSCA (IA) Rules require such admission.
- 36.18 The Arbitral Tribunal shall give the parties five (5) days notice of any meeting for the purposes of inspection of documents, goods or other property.

Rule 37 : Confidentiality

- 37.1 The parties and the Arbitral Tribunal shall at all times treat all the discussions and deliberations relating to the arbitral proceedings and the award as confidential.
- 37.2 Unless otherwise agreed by the parties, the parties shall not publish, disclose or communicate any information relating to arbitral proceedings or relating to an award made in those proceedings.
- 37.3 Unless otherwise agreed by the parties, all meetings and hearings shall be in private, and any recordings, transcripts or documents used in relation to the arbitral proceedings shall remain confidential.
- 37.4 The arbitrator (including Emergency Arbitrator), the parties, their authorised representatives, witnesses if any, experts consulted by the Arbitral Tribunal and evaluators appointed by the Arbitral Tribunal, and the staff of ILSCA or any other person having access to the arbitral proceedings shall not disclose the proceedings or documents and matters relating to arbitral proceedings, except the award where its disclosure is necessary for the purpose of implementation and enforcement or otherwise required by law.
- 37.5 The witnesses, the experts consulted by the Arbitral Tribunal and any evaluators appointed by the Arbitral Tribunal shall execute a confidentiality agreement.
- 37.6 In Rule 37.4 “matters relating to arbitral proceedings” includes the arbitral proceedings, the pleadings, the evidence and other documents and materials produced by the parties in the arbitral proceedings, and the award in such proceedings, except any matter that is otherwise in the public domain.
- 37.7 ILSCA shall not publish any award or any part of an award without the prior written consent of all parties and the Arbitral Tribunal except where its disclosure is necessary for the purposes of challenging the award or for implementation and enforcement of the award.

37.8 A party or any arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any matter related to arbitration except where:

- (a) for making application to any competent court to enforce or to challenge the award;
- (b) in pursuance of the order of or a subpoena issued by a Court of competent jurisdiction;
- (c) for pursuing or enforcing a legal right or claim;
- (d) to comply with the request or requirement of any regulatory body;
- (e) to comply with the provisions of the law which are binding on the party making the disclosure;
- (f) in pursuance of an order passed by the Arbitral Tribunal on application made by a party, with proper notice to the other parties.

37.9 A party or any arbitrator shall not disclose to a third party any matter related to arbitration unless the copy of consent by the parties is filed with the Appointing Authority, ILSCA.

37.10 The arbitrator shall:

- (a) be faithful to the relationship of trust and confidentiality inherent in his office;
- (b) not, at any time, use confidential information acquired during the arbitral proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another;
- (c) keep all the information relating to the proceedings confidential unless the parties otherwise agree or any law requires him to disclose;
- (d) not disclose the orders/award in advance to either of the parties.

37.11 The arbitrator is deemed to assure for the benefit of all the parties that all documents, evidence, orders and awards, whether electronic or otherwise, related to the arbitration:

- (a) shall be kept secret, private and confidential by the arbitrator;
- (b) shall not be disclosed by the arbitrator to anyone who is not a participant in the proceedings; and
- (c) shall be handed over by the arbitrator to the Appointing Authority on the conclusion of the proceedings.

37.12 The Arbitral Tribunal has the power to take appropriate measures, including issuing an order or award for sanctions or costs, if a party breaches the provisions of this rule.

Rule 38 : Applicable Law

- 38.1 The Arbitral Tribunal shall apply the law and/or rules of law agreed upon by the parties as applicable to the substance of the dispute. The agreed applicable law refers to the substantive rules of law.
- 38.2 In the absence of an agreed choice of applicable law by the parties in case of international commercial arbitration, the Arbitral Tribunal shall determine the applicable law or rules of law which it decides to be appropriate.
The procedural law shall be the laws of India and parties shall be deemed to have submitted to the jurisdiction of the Courts in India.
- 38.3 In a domestic arbitration, the Arbitral Tribunal shall decide the dispute submitted to arbitration in accordance with the substantive law for the time being in force in India
- 38.4 The Arbitral Tribunal shall decide the dispute according to the principles of *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized the Arbitral Tribunal to do so.
- 38.5 In all cases, the Arbitral Tribunal shall decide the dispute in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction to the extent that the Arbitral Tribunal considers it relevant to the arbitration.

Rule 39 : Language

- 39.1 The parties are free to agree upon the language or languages to be used in the arbitral proceedings.
- 39.2 Failing any agreement referred to in Rule 39.1, the Arbitral Tribunal shall determine the language or languages to be used in the arbitral proceedings.
- 39.3 The language agreed by the parties or determined by the Arbitral Tribunal shall apply to all pleadings, to all oral hearings, to award, to any decision and any other communication by the Arbitral Tribunal, unless otherwise specified.
- 39.4 The Arbitral Tribunal may order that any documents annexed to the pleadings and any supplementary documents or exhibits submitted in the course of the proceedings

delivered in any other language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the Arbitral Tribunal.

39.5 The Appointing Authority, ILSCA may also make arrangements for the services of a translator at the request of the parties, and the costs for the same shall be paid by the requesting party to ILSCA.

Rule 40 : Joinder¹ of Third Party

40.1 A party to an on-going arbitral proceeding may submit a request for a joinder of a third-party desiring, who is not a party to the arbitration agreement as a Claimant or a Respondent. Such request should be made to the Arbitral Tribunal.

40.2 A non-party to the arbitration agreement desiring to join as a third party, to an on-going arbitral proceeding, as a Claimant or a Respondent, may submit a Request for Joinder to the Arbitral Tribunal.

40.3 Prior to the constitution of the Arbitral Tribunal, the Request for Joinder may be submitted, by a party or by a non-party, to the Appointing Authority, ILSCA. Such Request for Joinder made to the Appointing Authority will be decided by the Arbitral Tribunal after its formation.

40.4 The application for Request for Joinder shall be accompanied by an application fee for Request for Joinder as prescribed in ILSCA Schedule of Fees – Arbitration.

40.5 The date on which such Request for Joinder as per Rules 40.1, 40.2 and 40.3 received by the Arbitral Tribunal or by the Appointing Authority shall, for all purposes, be deemed to be the date of the commencement of arbitration against the third party.

40.6 The Request for Joinder shall include the following:

- (a) the case reference of the on-going arbitration;
- (b) The names and addresses, telephone numbers, and email addresses of each of the parties, including the party intending to be joined as a third party;
- (c) a request that the third party be joined to the said on-going arbitration;

¹ Joinder of Third Party refers to when a party, who is not party to the arbitration agreement, is 'joined' as party to the arbitration proceedings.

- (d) whether the third party is to be joined as a Claimant or a Respondent;
- (e) a reference to the contractor other legal instrument out of or in relation to which the request arises;
- (f) a statement of the facts supporting the request;
- (g) the points at issue;
- (h) the contentions supporting the request;
- (i) the relief or remedy sought;
- (j) the receipt confirming the payment of application fee for joinder.

40.7 A copy of the contract and of the arbitration agreement if not contained in the contract, shall be annexed to the Request for Joinder.

40.8 The party or the non-party making the Request for Joinder under Rules 40.1, 40.2 and 40.3 shall at the same time when it files a Request for Joinder with the Arbitral Tribunal or to the Appointing Authority, as the case may be, send a copy of the Request for Joinder and any documents included therewith to the existing parties (including the party to be joined, wherever applicable) and shall notify the Arbitral Tribunal or the Appointing Authority as the case may be that it has done so specifying the mode of service employed and the date of service.

40.9 Within fifteen (15) days of receiving the Request for Joinder as per Rule 40.7, the existing parties shall send their response to such request, to the party or the non-party making the Request for Joinder, to the Arbitral Tribunal or the Appointing Authority, as the case may be, and shall notify the Arbitral Tribunal or the Appointing Authority that it has done so specifying the mode of service employed and the date of service.

40.10 The Arbitral Tribunal shall after giving all the parties, including the third party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant or reject, in whole or in part, Request for Joinder.

40.11 The Arbitral Tribunal may grant the Request for Joinder to implead a third party to the on-going arbitral proceedings, with the written consent of all the parties to the arbitral proceedings and of the party to be impleaded.

40.12 The Arbitral Tribunal's decision to grant the Request for Joinder is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.

40.13 Where a Request for Joinder is granted, third party who has not participated in the constitution of the Arbitral Tribunal, shall be deemed to have waived its right to participate in the constitution of the Arbitral Tribunal, without prejudice to its right to challenge the appointment of the arbitrator as per Rule 16.

40.14 On the grant of a Request for Joinder, the third party becomes a party to the arbitral proceedings.

40.15 Where a Request for Joinder is granted, non-refundable ILSCA Filing Fee shall be payable by the newly added party for any additional claims or Counterclaims, if any.

40.16 Where a Request for Joinder is granted, the newly added party shall proportionately pay ILSCA Administrative Fee and the Arbitral Tribunal Fee prescribed in the ILSCA Schedule of Fees – Arbitration.

Rule 41 : Consolidation² of Arbitrations

41.1 A party may make a Request for Consolidation, to consolidate two or more arbitrations pending under ILSCA (IA) Rules, to the Appointing Authority, ILSCA. The Appointing Authority may consolidate the arbitrations into a single arbitration.

41.2 The Request to Consolidate may be made where the parties have agreed to consolidate:

- (a) two or more pending arbitrations; or
- (b) where the claims in all the arbitrations to be consolidated are made under the same arbitration agreement.

41.3 The party making application under Rule 41.1 shall simultaneously serve a copy of the Request for Consolidation to all the other parties, and all the Arbitral Tribunals.

² Consolidation means the amalgamation of two or more pending arbitral proceedings into a single proceeding. In so far as consolidation of arbitral proceedings is concerned, consent of all parties is required.

- 41.4 The Appointing Authority shall, in determining whether or not to consolidate arbitrations according to the Request made under Rule 41.1, give the parties a reasonable opportunity to make submissions, and shall take into account the arbitration agreement(s), the nature of the claims, and any other relevant circumstances.
- 41.5 The Appointing Authority shall endeavour to determine such Request for Consolidation within fifteen (15) days of its receipt.
- 41.6 Where the Appointing Authority decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first. Unless all the parties agree otherwise or the Appointing Authority decides otherwise, taking into account the circumstances of the case.
- 41.7 When the parties agree or the Appointing Authority decides to consolidate two or more arbitrations into the arbitration that commenced first, the mandate of all other arbitrators shall terminate.
- 41.8 In circumstances where the parties do not agree or the Appointing Authority decides otherwise to consolidate the arbitration into the arbitration that commenced first the Appointing Authority shall appoint the arbitrator in its discretion. In such situations the mandate of all the previously appointed arbitrators shall terminate.
- 41.9 Where the Appointing Authority decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to appoint arbitrator.
- 41.10 The termination of the mandate of other arbitrators under Rule 41.7 and Rule 41.8 shall not affect:
- (a) the validity of any act done or order made by any court;
 - (b) the validity of any act done or order made by that arbitrator before his mandate was terminated;
 - (c) his entitlement to be paid his fees and expenses subject to the ILSCA Schedule of Fees – Arbitration;
 - (d) the date when any claim or defence was made (or raised) for the purpose of applying any bar of limitation.

41.11 Within five (5) days from the date of decision to consolidate, the Appointing Authority shall communicate such decision, in writing, to all the arbitrators and the parties by providing copies of the decision.

41.12 The decision of the Appointing Authority as to consolidation will be final and binding on the parties.

41.13 Any arbitration that is not consolidated shall continue as a separate arbitration under these Rules.

41.14 The Appointing Authority may suitably adjust its ILSCA Administrative Fee and the Arbitral Tribunal's fee (where appropriate) after a decision to consolidate has been made.

Rule 42 : Closure of Arbitral Proceedings

42.1 The Arbitral Tribunal after consulting the parties and upon being satisfied that the parties have had adequate opportunity to present their respective cases and have no further relevant and material evidence to produce or witnesses to be heard or submissions to make, shall declare the closure of the arbitral proceedings.

42.2 The Arbitral Tribunal shall communicate in writing to all the parties and to the Appointing Authority, ILSCA, its declaration that the arbitral proceedings are closed.

42.3 Following closure of the proceedings, the Arbitral Tribunal shall proceed to make its award.

42.4 After the proceedings are closed, the parties shall not submit any further evidence or make any further submissions, unless the Arbitral Tribunal reopens the proceedings in accordance with Rule 42.5.

42.5 The Arbitral Tribunal may re-open the proceedings at any time before the award is made, if it considers necessary, owing to the exceptional circumstances, on its own motion or upon application by a party, and after giving both the parties the opportunity of being heard.

42.6 The Arbitral Tribunal's decision that the proceedings are to be re-opened shall be communicated immediately, in writing, to the parties and to the Appointing Authority.

Part VII - Powers of Arbitral Tribunal

Rule 43 : Powers of Arbitral Tribunal

43.1 The Arbitral Tribunal constituted under the ILSCA (IA) Rules has the following powers:

- To pass interim measures;
- To pass a draft arbitral award;
- To pass interim award;
- To pass the ex-parte final arbitral award
- To pass the final arbitral award;
- To pass the final arbitral award on agreed terms of settlement;
- To decide all objections to its jurisdiction including any objection regarding the existence or validity of the arbitration clause or the arbitration agreement, without prejudice to the right of the parties to have the matter decided by the Court of law;
- To decide any matter not expressly provided for in these rules but provided under the Arbitration and Conciliation Act, 1996.

Rule 44 : Interim Measures by Arbitral Tribunal

44.1 Interim measures are temporary measures granted by the Arbitral Tribunal at the request of a party at any time prior to the making of the final award.

44.2 The Arbitral Tribunal may, on application by a party, issue an order granting an injunction or any other interim measures as it deems appropriate.

44.3 An interim measure of protection is a temporary measure by which the Arbitral Tribunal orders a party to:

- (a) maintain or restore the status quo pending determination of the dispute;
- (b) take action that would prevent, or refrain from taking action that is likely to cause current or imminent harm;
- (c) provide a means of preserving assets out of which the final award may be satisfied;

- (d) preserve evidence that may be relevant and material to the resolution of the dispute.
- 44.4 The Arbitral Tribunal may order such other interim measures of protection as may appear to the Arbitral Tribunal to be just and convenient.
- 44.5 Before the Arbitral Tribunal orders interim measures of protection, the party requesting for interim measures shall satisfy the Arbitral Tribunal that:
- (a) non granting of interim measures will result in irreparable harm, loss or damages, which cannot be compensated in terms of money; and
 - (b) such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
 - (c) there is a reasonable possibility that the party making the request is likely to succeed on the merits of its claim; and
 - (d) the party seeking interim measures has a *prima facie* case; and
 - (e) the balance of convenience is in its favour.
- 44.6 The Arbitral Tribunal may require the requesting party to provide appropriate security as a condition to grant interim measures.
- 44.7 The interim measures passed by the Arbitral Tribunal shall be in writing, with reasons and shall be signed with date by the Arbitral Tribunal.
- 44.8 The Arbitral Tribunal shall furnish a copy of such interim order immediately to the parties and Appointing Authority, ILSCA.
- 44.9 Interim measures passed by the Arbitral Tribunal shall be deemed to be an order of the Court and is enforceable in accordance with the provisions of the Code of Civil Procedure, 1908.
- 44.10 In case of any material change in the circumstances on the basis of which the request was made and the interim measures were granted by the Arbitral Tribunal, the parties shall promptly disclose the same in writing to the Arbitral Tribunal.
- 44.11 The Arbitral Tribunal may modify, suspend or terminate an interim measure it has granted, upon application by any party or in exceptional circumstances on the Arbitral Tribunal's own initiative, with prior notice to the parties.

44.12 The Arbitral Tribunal may decide that the party requesting interim measures shall be liable for any costs and damages caused by the interim measures granted, if the Arbitral Tribunal subsequently determines that, in the circumstances then prevailing, the measure should not have been granted.

Rule 45 : Procedure for seeking Interim Measures

45.1 Any Party may apply to the Arbitral Tribunal for any interim measures by filing a written application to the Arbitral Tribunal, and simultaneously send a copy of such application to the other party and to the Appointing Authority, ILSCA.

45.2 Application for granting interim measures may be filed along with the Statement of Claim or Statement of Defence to the Appointing Authority.

45.3 Application for granting interim measures may be filed within ten (10) days of occurrence of an event giving rise to need for issue of interim measures to the Appointing Authority or the Arbitral Tribunal as the case may be.

45.4 The application for interim measures shall set out facts and circumstances which entitle the party to reliefs and also the nature of interim measures sought.

45.5 The other party shall file its reply, if any, to the application for interim measures within ten (10) days of receipt of the application.

45.6 The Arbitral Tribunal shall hear the application for interim measures expeditiously and pass appropriate orders within seven (7) days of conclusion of hearings.

45.7 The Arbitral Tribunal may decide the applications for interim measures upon hearing parties by video or telephone conference or other electronic means of communications or on the basis of written submissions as an alternative to a formal hearing.

45.8 In cases of urgency and for just and sufficient reasons to be recorded in writing, the Arbitral Tribunal is empowered to pass interim measures, without the filing of a reply or hearing the parties. In such a case, the interim order thus passed, shall expire and cease to operate after expiry of ten (10) days from the date of order, unless further extended or modified by the Arbitral Tribunal.

45.9 In case interim measures are granted by the Arbitral Tribunal as per Rule 45.8, it shall notify the Appointing Authority.

45.10 Immediately on receipt of the order passed as per Rule 45.8 the Appointing Authority shall notify the other party of the interim order passed, either by hand, or through post, or by e-mail.

Rule 46 : Draft Arbitral Award and its Scrutiny

46.1 The Arbitral Tribunal shall submit the draft arbitral award within thirty (30) days from the date on which the Arbitral Tribunal declares the proceedings closed as per Rule 42, to the Appointing Authority, ILSCA.

46.2 The Appointing Authority shall return the draft award within fifteen (15) days from the date of receipt of the draft award, with its comments and modifications as to the form of the draft award, if any.

46.3 The Appointing Authority may also draw the attention of the Arbitral Tribunal to points of substance without interfering, in any manner, with the liberty of decision of the Arbitral Tribunal. In absence of any suggestions by the Appointing Authority the Arbitral Tribunal will proceed to pronounce the final award.

46.4 The Arbitral Tribunal is at liberty to make such changes as it deems fit to the draft arbitral award.

46.5 No award shall be made final by the Arbitral Tribunal until the draft arbitral award has been scrutinized by the Appointing Authority as to its form.

Rule 47 : Form and Contents of Final Arbitral Award

47.1 The final arbitral award shall be in writing and signed by the members of the Arbitral Tribunal. The award shall state the date of award and the place of arbitration. The final arbitral award shall be deemed to have been made at that place and on the date stated therein.

47.2 The Arbitral Tribunal shall state the reasons on which the final arbitral award is based, unless:

- (a) the parties have agreed that no reasons are to be given; or
- (b) the final arbitral award is made on agreed terms, as per Rule 49.

47.3 In arbitral proceedings where there is more than one Arbitrator, decision of the Arbitral Tribunal shall be made either unanimously or failing which by a majority of all its members.

47.4 In arbitral proceedings with more than one arbitrator, signatures of the majority of all the members of the Arbitral Tribunal shall be sufficient so long as the reason for any omitted signature is stated in the final arbitral award.

Rule 48 : Final Arbitral Award

48.1 The Arbitral Tribunal shall make the final arbitral award on the basis of the documents, evidence, etc. filed by the parties.

48.2 The Arbitral Tribunal may proceed ex-parte:

- (a) if the Respondent neglects or refuses to appear or fails to file statement of defence, or fails to file the relevant documents, within the time granted.

48.3 The Arbitral Tribunal shall render its final arbitral award within a period of twelve (12) months from the date it receives the copy of the pleadings from the Appointing Authority, ILSCA.

48.4 The parties may, by consent, extend the period specified in Rule 48.3 for making the final arbitral award for a further period not exceeding six (6) months.

48.5 If the final arbitral award is not made within the period specified in Rule 48.3 or within the mutually extended period specified in Rule 48.4, either of the parties may approach the Court under the provisions of the Arbitration and Conciliation Act, 1996.

48.6 The party approaching the Court for extension of period as per Rule 48.5 shall intimate the Appointing Authority in writing. Further, the party shall furnish the copy of the order passed by the Court to the Appointing Authority as soon as the order is passed.

- 48.7 If any of the parties do not approach the Court for extension of time under the provisions of Arbitration and Conciliation Act, 1996, the mandate of the Arbitral Tribunal shall terminate.
- 48.8 If the application for extension is allowed by the Court without substituting the arbitrator, the arbitral proceedings shall continue before the same Arbitral Tribunal as per the ILSCA (IA) Rules, from the stage already reached and on the basis of the evidence and material already on record.
- 48.9 If the application for extension is allowed and the Arbitral Tribunal is reconstituted by the Court, the reconstituted Arbitral Tribunal shall be bound by ILSCA (IA) Rules.
- 48.10 The reconstituted Arbitral Tribunal shall be deemed to be in continuation of the earlier Arbitral Tribunal and the evidence and material received shall be deemed to have been received by the reconstituted Arbitral Tribunal.
- 48.11 If the final arbitral award is made within a period of six (6) months from the date the Arbitral Tribunal receives the copy of pleadings by the Appointing Authority, the Arbitral Tribunal shall be entitled to receive such amount of additional fees as the parties may agree.
- 48.12 The Arbitral Tribunal shall deliver copies of the final arbitral award to the Appointing Authority, within fifteen (15) days of the receipt of the award after scrutiny by the Appointing Authority.
- 48.13 The Appointing Authority shall forward copies of the final arbitral award signed by the Arbitrator to the parties.
- 48.14 The Appointing Authority may refuse to forward the copies of the final arbitral award and shall have a lien on the final arbitral award for any unpaid Arbitral Tribunal's fees, charges or any other amount due to ILSCA.
- 48.15 The final arbitral award shall be deemed to have been received by the parties when received personally or by an authorized representative or upon delivery by registered post acknowledgement due.

- 48.16 True copies of the final arbitral award, certified by the Appointing Authority, shall be made available to the requesting party, only on payment of charges as fixed by the Appointing Authority. A copy of the award shall be retained with the ILSCA for a period of two (2) years from the date of making of the final arbitral award and no copies will be provided beyond this period.
- 48.17 The final arbitral awards passed by Arbitral Tribunals in arbitrations administered under ILSCA (IA) Rules may be published on ILSCA's website after obtaining written consent of all the parties and the Arbitral Tribunal. Provided, however, that the names of parties and other material which ILSCA or the parties consider confidential in nature, is redacted.
- 48.18 Publication or circulation of final arbitral awards is for the purpose of creating arbitration jurisprudence or precedents for the benefit and guidance of future arbitrations.

Rule 49 : Settlement between the Parties

- 49.1 If during the arbitral proceedings the parties settle the dispute, 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.
- 49.2 In such cases the Arbitral Tribunal may render an award on agreed terms recording the settlement, provided always that such award contains an express statement that it is an award made by the parties' consent. Such award need not contain reasons.
- 49.3 An Arbitral Award on agreed terms shall have the same status and effect as any other arbitral award on the substance of the dispute.
- 49.4 The Arbitrator shall not act as mediator, conciliator or in any other capacity in such settlement proceedings.
- 49.5 If the parties have settled the dispute and do not require a consent award, the parties shall inform the Arbitral Tribunal and the Appointing Authority, ILSCA that a settlement has been reached. The Arbitral Tribunal shall be discharged and the arbitral proceedings shall be deemed to be terminated upon full settlement of the costs of arbitration.

Rule 50 : Correction and Interpretation of Award; Additional Award

- 50.1 Within thirty (30) days after receipt of the final arbitral award, a party, may request the Arbitral Tribunal to correct any errors in computation, any clerical or typographical error or any error of a similar nature, in the award. Such request shall be filed with the Appointing Authority, ILSCA and simultaneously the copy is sent to the other party. The Appointing Authority shall immediately forward the request to the Arbitral Tribunal.
- 50.2 The other party may submit its say to the Arbitral Tribunal and to the Appointing Authority on such request within five (5) days of the receipt of request to make corrections.
- 50.3 If the Arbitral Tribunal considers the request to be justified, it shall make the necessary corrections within thirty (30) days of receipt of the say by the other party, if any.
- 50.4 The Arbitral Tribunal may correct any error of the type referred to in Rule 50.1 on its own initiative within thirty (30) days from the date of final arbitral award. Such corrections shall be in writing and be made in the original award and shall constitute part of the final arbitral award.
- 50.5 The Arbitral Tribunal after making corrections, if any, in the original award shall furnish signed copies of such corrected award to the Appointing Authority immediately. The Appointing Authority shall then forward copies of the corrected award to the parties.
- 50.6 Unless otherwise agreed by the parties, within thirty (30) days after receipt of the final arbitral award, a party, may request the Arbitral Tribunal to make an additional arbitral award as to claims presented in the arbitral proceedings but omitted from the arbitral award. Such request shall be filed with the Appointing Authority and simultaneously the copy is sent to the other party. The Appointing Authority shall immediately forward the request to the Arbitral Tribunal.
- 50.7 The other party may submit its say to the Arbitral Tribunal and to the Appointing Authority on such request within five (5) days of the receipt of request to make additional arbitral award.

- 50.8 If the Arbitral Tribunal considers the request made as per Rule 50.6 to be justified, it shall make the additional award within sixty (60) days from the receipt of such say by the other party, if any.
- 50.9 Within thirty (30) days after the receipt of the final arbitral award, a party, may request the Arbitral Tribunal to give an interpretation of a specific point or part of the award. Such request shall be filed with the Appointing Authority and simultaneously the copy is sent to the other party. The Appointing Authority shall immediately forward the request to the Arbitral Tribunal.
- 50.10 The other party may submit its say to the Arbitral Tribunal and to the Appointing Authority on such request within five (5) days of the receipt of request to give an interpretation of a specific point or part of the award.
- 50.11 If the Arbitral Tribunal considers the request made as per Rule 50.9 to be justified, the interpretation shall be given in writing within thirty (30) days after the receipt of the say by the other party, if any. Such interpretation shall form part of the final arbitral award.
- 50.12 The Arbitral Tribunal may, if necessary, extend the period of time within which the Arbitral Tribunal shall make correction or interpretation of the final arbitral award or pass an additional award.
- 50.13 Rule 47 shall apply to a correction or interpretation of the arbitral award or to an additional arbitral award made under this Rule.

Rule 51 : Termination of Arbitral Proceedings

- 51.1 The arbitral proceedings shall be terminated on the making of the final arbitral award.
- 51.2 The arbitral proceedings shall be terminated by the order of the Arbitral Tribunal, when
- (a) the Claimant withdraws his claim, unless the Respondent objects to the order and the Arbitral Tribunal recognises a legitimate interest on his part in obtaining a final settlement of the dispute; or
 - (b) the parties agree on the termination of the arbitral proceedings; or
 - (c) the Arbitral Tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

Rule 52 : Consequence of Termination of Arbitral Proceedings

52.1 The mandate of the Arbitral Tribunal shall terminate with the termination of the arbitral proceedings, except in the cases where the mandate of Arbitral Tribunal continues as per the provisions of the Arbitration and Conciliation Act, 1996.

Part VIII –Emergency Arbitration

Rule 53 : Emergency Arbitrator

53.1 A party, in need of urgent interim reliefs/measures of protection, that cannot await the constitution of an Arbitral Tribunal may make an application to the Appointing Authority, ILSCA, for the immediate appointment of a temporary sole arbitrator, known as “Emergency Arbitrator” for granting urgent interim reliefs/measures of protection.

53.2 An Emergency Arbitrator shall always be a sole arbitrator.

Rule 54 : Application for appointment of Emergency Arbitrator

54.1 A party shall submit the application for appointment of Emergency Arbitrator to the Appointing Authority, ILSCA in the prescribed format (Form No. 104, Schedule I – Forms) along with Emergency Arbitrator’s fee prescribed in ILSCA Schedule of Fees – Arbitration. Such application can be filed along with or following the filing of a Request for Arbitration or following the filing of the Response to the Request for Arbitration, but prior to the constitution of the Arbitral Tribunal.

54.2 The applicant shall furnish adequate number of printed copies of the application - one copy to the Appointing Authority and one copy for the other party. The applicant shall also send a soft copy of the application by email to the Appointing Authority.

54.3 The application for appointment of Emergency Arbitrator shall be in English unless otherwise agreed by the parties.

Rule 55 : Procedure for Appointment of Emergency Arbitrator

55.1 The Appointing Authority, ILSCA shall use its best endeavours and shall within two (2) days of receiving such application, appoint an Emergency Arbitrator from ILSCA Panel of Arbitrators.

Rule 56 : Appointment of Emergency Arbitrator

56.1 The prospective Emergency Arbitrator on receipt of a request for his appointment along with the details as to the general nature of the dispute referred and the names of the parties from the Appointing Authority, ILSCA shall communicate his acceptance within One (1) day in writing to the Appointing Authority.

56.2 Prior to accepting appointment, the prospective Emergency Arbitrator shall disclose to the Appointing Authority any circumstances that may give rise to justifiable doubts as to his impartiality or independence by filling in the details and signing 'Arbitrator's Statement for Acceptance, Availability, Impartiality and Independence', given in the Schedule to ILSCA Code of Ethics for Arbitrators within One (1) day from the receipt of a request for his appointment from the Appointing Authority.

56.3 If the prospective arbitrator fails to communicate his acceptance or refusal to act as arbitrator within time prescribed, the prospective arbitrator's silence will be treated as his inability to act and accept the appointment and the Appointing Authority may in its discretion, appoint another arbitrator from ILSCA Panel of Arbitrators.

56.4 The Appointing Authority shall notify the parties about the appointment of arbitrator as soon as possible together with a copy of the Emergency Arbitrator's acceptance of appointment along with the Declaration of Impartiality and Independence.

56.5 On appointment of Emergency Arbitrator all written communications, if any, by the parties shall be submitted directly to the Emergency Arbitrator with a copy to the other party and a copy to the Appointing Authority. A copy of any written communications from the Emergency Arbitrator to the parties shall also be submitted to the Appointing Authority.

Rule 57 : Challenge to the appointment of an Emergency Arbitrator

- 57.1 If any of the party desires to challenge the appointment of the Emergency Arbitrator it shall send notice of such challenge to the Appointing Authority, ILSCA, within two (2) days of the communication by the Appointing Authority, about the appointment of the Emergency Arbitrator.
- 57.2 The party challenging the appointment of the emergency arbitrator shall simultaneously serve the copy of the challenge on the other party and to the appointed Emergency Arbitrator on the same day and provide proof of the service to the Appointing Authority.
- 57.3 The challenge shall be decided by the Appointing Authority after providing an opportunity to the Emergency Arbitrator and the other party or parties to provide comments in writing within three (3) days from date of receipt of the challenge.

Rule 58 : Replacement of Emergency Arbitrator

- 58.1 Where an Emergency Arbitrator has been successfully challenged or is unable to perform or otherwise removed or has resigned, the Appointing Authority, ILSCA shall take steps to appoint a substitute Emergency Arbitrator within three (3) days from knowledge of such contingency.
- 58.2 If the Emergency Arbitrator is replaced, the urgent interim reliefs/measures of protection already made shall remain valid and emergency relief proceedings shall resume from the stage where the Emergency Arbitrator was replaced or ceased to perform his/her functions, unless the substitute Emergency Arbitrator decides otherwise.

Rule 59 : Proceedings for Emergency Relief

- 59.1 Once an Emergency Arbitrator has been appointed, the Appointing Authority, ILSCA shall refer the application made by the party for urgent interim reliefs/measures of protection to the Emergency Arbitrator and transmit the related files to the Emergency Arbitrator.
- 59.2 Such application shall contain all the following details:
- (a) nature of the relief sought;

- (b) why such relief is required on emergency basis;
- (c) the reasons why the party is entitled to such reliefs.

59.3 The Emergency Arbitrator shall conduct the proceedings in the manner which the Emergency Arbitrator considers to be appropriate, taking into account the nature and the urgency of the Application. In all cases, the Emergency Arbitrator shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

59.4 The Emergency Arbitrator shall, as soon as possible but in any event within two (2) days from the transmission of the related files, hold a meeting with the parties and the Appointing Authority to establish a procedural timetable for conducting the emergency arbitral proceedings. During such meeting the Emergency Arbitrator shall decide the time line to consider the application for emergency relief, timeline for filing of pleadings and documents by the parties. Such procedural time table may also provide for document-only proceedings.

In document-only proceedings the application, objection and orders of interim relief can be made by online proceedings or by e-mails.

The procedural time table may provide for proceedings to be held by telephonic or video conference or on written submissions, in exceptional circumstances as alternatives to a formal hearing.

59.5 The Emergency Arbitrator shall give reasonable opportunity to all parties to be heard and to file written representations. However, he may, if circumstances so require, pass urgent interim reliefs/measures of protection, without a reply or hearing the parties in person, for the reasons to be recorded in writing.

59.6 The Emergency Arbitrator shall have similar powers as that of the Arbitral Tribunal constituted under ILSCA (IA) Rules, including the authority to rule on his own jurisdiction without prejudice to the Arbitral Tribunal's authority to decide.

59.7 The Emergency Arbitrator shall not act as an arbitrator in any future arbitration relating to the dispute in which he is appointed as an Emergency Arbitrator, unless agreed by all the parties.

Rule 60 : Decisions by Emergency Arbitrator

- 60.1 The Emergency Arbitrator shall be and remain impartial and independent of the parties involved in the dispute.
- 60.2 The Emergency Arbitrator shall ensure that the entire process from the date of his/her appointment to passing of the urgent interim reliefs/measures of protection shall be completed within fifteen (15) days. This timeline may be extended by the Appointing Authority, ILSCA in exceptional circumstances, upon request by the Emergency Arbitrator, or by the written agreement of all parties to the emergency proceedings.
- 60.3 The Emergency Arbitrator shall have the power to order any urgent interim reliefs/measures of protection that he deems necessary and appropriate. Any such order on an application for urgent interim relief/ measures of protection shall:
- (a) be made in writing;
 - (b) be signed by the Emergency Arbitrator;
 - (c) state the place and the date of the order;
 - (d) contain reasons for the order.
- 60.4 The Emergency Arbitrator shall promptly send the signed copy of the order to each of the parties and the Appointing Authority, who shall further, communicate it to the parties.
- 60.5 The Emergency Arbitrator's decision shall be binding on the parties. By agreeing to arbitration under ILSCA (IA) Rules, the parties undertake to comply with any order made by the Emergency Arbitrator without delay.
- 60.6 The Emergency Arbitrator may require the party seeking interim measures to provide appropriate security as a condition for granting urgent interim reliefs/measures of protection.
- 60.7 The Emergency Arbitrator may modify or vacate the urgent interim reliefs/measures of protection for good cause shown by the parties at any time prior to the constitution of the Arbitral Tribunal.

60.8 The order passed by the Emergency Arbitrator shall remain operative for a period of two (2) months from the date of passing of the order unless extended, modified, substituted or vacated by the Emergency Arbitrator.

60.9 The Arbitral Tribunal once constituted will also have the power to extend, modify, substitute or vacate the orders passed by the Emergency Arbitrator. The Arbitral Tribunal is not bound by the reasons given by the Emergency Arbitrator.

60.10 The order for urgent interim reliefs/measures of protection passed by the Emergency Arbitrator shall not bind the newly constituted Arbitral Tribunal on the merits of any issue or dispute that the said Arbitral Tribunal may be required to determine.

Rule 61 : Compliance of urgent interim reliefs issued by the Emergency Arbitrator

61.1 Any urgent interim reliefs/measures of protection ordered by the Emergency Arbitrator shall be binding on the parties. The parties undertake to comply with such orders without delay.

61.2 Any urgent interim reliefs/measures of protection shall, in any event, cease to be binding:

- (a) if the Emergency Arbitrator or the newly constituted Arbitral Tribunal so decides; or
- (b) on constitution of the Arbitral Tribunal unless extended by the Arbitral Tribunal; or
- (c) once the newly constituted Arbitral Tribunal makes a final award; or
- (d) the claim is withdrawn; or
- (e) on termination of the arbitral proceedings.

Rule 62 : Cessation of Powers of Emergency Arbitrator

62.1 The Emergency Arbitrator shall become functus officio after the Arbitral Tribunal is constituted. The Emergency Arbitrator shall not act as an arbitrator in arbitral proceedings relating to the same dispute and shall not be a part of the Arbitral Tribunal, formed subsequently, unless otherwise agreed by the parties.

- 62.2 The right to apply for urgent interim reliefs/measures of protection before the appointment of an Arbitral Tribunal by seeking appointment of an Emergency Arbitrator is not intended to prevent any party from approaching a civil court for seeking urgent interim reliefs or filing an application for interim reliefs to the newly constituted Arbitral Tribunal.
- 62.3 If such application is made to a competent court, the applicant shall promptly notify the Emergency Arbitrator, all other parties and Appointing Authority, ILSCA in writing.

Rule 63 : Costs associated with Emergency Arbitral proceedings

- 63.1 The costs associated with the Emergency Arbitral proceedings include:
- (a) non-refundable ILSCA Filing Fee for appointment of Emergency Arbitrator;
 - (b) ILSCA Administrative Fee for request of appointment of an Emergency Arbitrator as per the ILSCA schedule of Fees – Arbitration;
 - (c) Emergency Arbitrator Fee;
 - (d) any other costs incurred by the parties.
- 63.2 If the timeline for a decision on an application seeking urgent interim reliefs/measures of protection is extended as per Rule 60.2, Appointing Authority, ILSCA may request the parties for an increase in Fees of the Emergency Arbitrator as per ILSCA Schedule of Fees – Arbitration.
- 63.3 The costs associated with application for appointment of Emergency Arbitrator shall initially be apportioned by the Appointing Authority to be paid by the parties, subject to the power of the Arbitral Tribunal to determine finally the apportionment of such costs.

Rule 64 : Venue of the Emergency Arbitral Proceedings

- 64.1 If the parties have agreed upon the venue of the arbitration as ILSCA, then venue of the arbitration shall be Indian Law Society's Centre for Arbitration and Mediation (ILSCA), Pune located within the ILS Law College Campus, Chiplunkar Road (Law College Road), Pune - 411004.

64.2 Any proceedings before the Emergency Arbitrator may be conducted in person at ILSCA unless in exceptional circumstances, the Appointing Authority, ILSCA permits, in its discretion, to hold the proceedings, by video conference, telephone or similar means of communication.

Rule 65 : Miscellaneous

65.1 These Rules shall apply as appropriate to any proceeding, taking into account the inherent urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply, and his decision as to such matters is final and not subject to appeal.

65.2 The Emergency Arbitrator shall not be liable for any act or omission done in good faith in connection with any arbitral proceedings conducted under the rules related to Emergency arbitral Proceedings.

Part IX- Fast Track Procedure

Rule 66 : Fast Track Procedure

66.1 After the completion of pleadings but prior to the constitution of the Arbitral Tribunal, a party may file an application with the Appointing Authority, ILSCA for the arbitral proceedings to be conducted in accordance with the FastTrack Procedure, provided that any of the following criteria is satisfied:

- (a) the anticipated amount in dispute at the time of the application does not exceed the amount of, or the amount equivalent to, Rs 10 crore (Rs 10,00,00,000), representing the aggregate of the claim, Counterclaim or set-off, if any; or
- (b) the parties so agree.

66.2 The party applying for the arbitral proceedings to be conducted in accordance with the FastTrack Procedure shall, simultaneously send a copy of the application to the other

party and shall notify the Appointing Authority that it has done so, specifying the mode of service employed and the date of service.

- 66.3 When an application is filed by any party as per Rule 66.1 the Appointing Authority determines, after considering the views of the parties, that the arbitral proceedings shall be conducted in accordance with the FastTrack Procedure. Once the Appointing Authority so determines, the Appointing Authority shall promptly inform the parties that the FastTrack Procedure shall apply to the arbitral proceedings. The Appointing Authority's decision as to the application of the FastTrack Procedure shall be final and binding on the parties.
- 66.4 Notwithstanding any agreement to the contrary in the arbitration agreement, the arbitral proceedings under the FastTrack Procedure shall be referred to a sole arbitrator.
- 66.5 The Appointing Authority shall appoint a sole arbitrator from the ILSCA Panel of Arbitrators as per List Procedure (Rule 11) and communicate the same to the parties.
- 66.6 If the parties fail to reach an agreement on appointment of a sole arbitrator, the Appointing Authority may in its discretion, make the appointment of sole arbitrator as promptly as possible, without further circulation of additional lists.
- 66.7 Upon receipt of Arbitrator's Statement for Acceptance, Availability, Impartiality and Independence, the Appointing Authority shall send the said Statement to all the parties.
- 66.8 The appointment of sole arbitrator is effective upon receipt by the Appointing Authority the Arbitrator's Statement for Acceptance, Availability, Impartiality and Independence. On receipt of Arbitrator's Statement for Acceptance, the Appointing Authority shall transmit the compiled files as per Rule 28 to the Arbitral Tribunal within ten (10) days of its constitution.
- 66.9 The final arbitral award shall be made within six (6) months from the date when the Arbitral Tribunal is constituted.
- 66.10 In case the final arbitral award is not made within six (6) months, the mandate of the arbitrator shall terminate unless the extension is sought for as per the Rules 48.4 to 48.10.

66.11 The Arbitral Tribunal may adopt such procedure and shall fix its own time limits, not inconsistent with this Rule, as deemed appropriate for expeditious disposal of the case.

66.12 In case of arbitral proceedings conducted according to the FastTrack Procedure, the following procedure applies;

- (a) after the Arbitral Tribunal has been constituted, no party shall make new claims, unless it has been authorized to do so by the Arbitral Tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances;
- (b) the Terms of Reference and case management conference in FastTrack Procedure shall be drawn and held within Fifteen (15) days from the date on which the file was transmitted to the Arbitral Tribunal;
- (c) unless the parties otherwise agree the Arbitral Tribunal determines that the dispute shall be decided on the basis of documentary evidence only, and the Arbitral Tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties;
- (d) the parties may file an undertaking before the Arbitral Tribunal that they are not disputing the veracity or relevance of documents filed before the Arbitral Tribunal and that all documents may be deemed to be admissible and proved;
- (e) Any relevant document that could not be filed at the time of filing Statement of Claim or Statement of Defence, for the reason that either the party was not aware of its existence or was unable to locate the same despite reasonable efforts, may be filed at a later stage, if permitted by a written order of the Arbitral Tribunal subject to payment of costs. The Arbitral Tribunal before taking the documents on record must satisfy itself that the document is relevant, material and necessary for the resolution of the dispute. Provided, that no such document may be filed after the Terms of Reference have been drawn up by the Arbitral Tribunal;
- (f) 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;
- (g) In adopting the FastTrack Procedure, the parties shall sign an undertaking in writing to the effect that they shall dispense with oral evidence;
- (h) an oral hearing may be held only if all the parties make a request or if the Arbitral Tribunal considers it necessary to have an oral hearing for clarifying certain issues; if the Parties desire an oral hearing, such hearing would be limited to oral submissions within a specified time to be determined by the Arbitral Tribunal;

- (i) the Arbitral Tribunal shall state the reasons upon which the final arbitral award is based in summary form, unless the parties have agreed in writing that no reasons shall be given.

66.13 The fees payable to the Arbitral Tribunal and the manner of payment of the fees shall be as provided in ILSCA Schedule of Fees – Arbitration.

Part X- Fees, Costs and Deposits

Rule 67 : Costs and Fees

67.1 ILSCA has prescribed its own Fee Structure for the purposes of calculating the various fees to be paid by the parties during the conduct of arbitral proceedings. ILSCA charges various fees to facilitate and support parties in cases where the arbitral proceedings are administered according to the ILSCA(IA) Rules. With the assistance of Fee Calculator (See ILSCA Schedule of Fees – Arbitration) it may be possible for the parties to estimate the costs that may be incurred in respect of an arbitration conducted under ILSCA (IA) Rules.

67.2 ILSCA Schedule of Fees – Arbitration included in ILSCA (IA) Rules, provides for procedural costs like costs of arbitration, institutional fees for the purposes of supervising the arbitral proceedings. The ILSCA Institutional Fees include Non-refundable ILSCA Filing Fee, the ILSCA Administrative Fee, Arbitral Tribunal Fee, Tribunal Secretary Fee, if appointed by the Arbitral Tribunal and other logistical expenses of the proceedings.

67.3 The term “costs of the arbitration” means procedural cost and other expenses.

Procedural cost includes:

- (a) Non-refundable ILSCA Filing Fee;
- (b) ILSCA Administrative Fee;
- (c) The Tribunal Secretary’s fee, whenever appointed;
- (d) Fees and expenses of the Arbitrators;
- (e) Fees and expenses of the Emergency Arbitrator;
- (f) Application Fee for FastTrack Procedure;
- (g) Application Fee for Scrutiny of Award;

- (h) Challenge Fee for challenging the appointment of Arbitrator or emergency arbitrator;
- (i) Application Fee for Joinder of third party and Consolidation of arbitrations;
- (j) Application Fee Interpretation or correction of award or for additional Award;
- (k) Fees of experts;
- (l) Costs of any other assistance reasonably required by the Arbitrators in connection with the conduct of the arbitral proceedings and passing of the Final Arbitral Award;
- (m) Costs of other extra services, provided by ILSCA, like audio-video conferencing, translation, transcription etc.

Other expenses include

- (a) The travel, lodging and boarding and other expenses incurred by the Arbitrators or by witnesses and by expert witnesses.

67.4 The procedural cost shall be fixed by the Appointing Authority, ILSCA in accordance with the ILSCA Schedule of Fees – Arbitration, in force at the time when the Request for Arbitration is received by ILSCA.

67.5 The term “Sum in Dispute” represents the aggregate of the amounts Claim and Counterclaim if any, involved in disputes.

67.6 Parties are jointly and severally liable for the costs of the arbitration.

Rule 68 : ILSCA Institutional Fees

68.1 The parties are responsible for payment of ILSCA Institutional fees.

68.2 The ILSCA non-refundable filing fee, the ILSCA Administrative Fee, is in accordance with the ILSCA Schedule of Fees – Arbitration in force at the time when the Request for Arbitration is received by ILSCA and the same will continue until the termination of arbitral proceedings.

Rule 69 : Non-refundable ILSCA Filing Fee

69.1 Non-refundable ILSCA Filing Fee must be paid in order to set in motion the arbitral proceedings. The Appointing Authority, ILSCA shall not take any action on a Request

for Commencement of Arbitration by the Claimant until the non-refundable ILSCA Filing fee has been paid.

- 69.2 Application for appointment of an Emergency Arbitrator for FastTrack procedure of Arbitration and other applications shall be accompanied by payment of a non-refundable ILSCA Application Fee as per ILSCA Schedule of Fees – Arbitration. The Appointing Authority shall not take any action unless the specified payment of non-refundable ILSCA filing fee and non-refundable ILSCA filing fee for application has been received, by ILSCA.
- 69.3 The basis for calculating the Non-refundable ILSCA Filing Fee is set out in the ILSCA Schedule of Fees – Arbitration. The Non-refundable ILSCA Filing Fee is ascertained on the basis of a predefined scale and assessed on *ad valorem* basis by reference to the amount of Claim or Counterclaim.
- 69.4 Where the Claim or Counterclaim resulting from the dispute is undervalued or is not quantified because the relief claimed is other than the money claim, viz., a declaratory relief etc, then in that event the Appointing Authority shall at its discretion proceed to revise or fix a value for such claims taking into account all necessary circumstances and the Non-refundable ILSCA Filing Fee shall then be computed accordingly.
- 69.5 The amount of the Non-refundable ILSCA Filing Fee for the Claim as well as the Counterclaim shall be fixed according to the ILSCA Schedule of Fees – Arbitration as applicable on the date on which the Request for Arbitration is received by ILSCA.
- 69.6 If a Claimant or Respondent fail to pay the Non-Refundable ILSCA Filing Fee, the Appointing Authority shall send them a reminder, in writing. If the parties fail to deposit the ILSCA Non-Refundable Filing Fee, within 10 days after receipt of the reminder from the Appointing Authority, it shall be deemed that the parties have withdrawn its Request for commencement of Arbitration or Counterclaim, as the case may be.

Rule 70 : ILSCA Administrative Fee

- 70.1 The ILSCA Administrative Fee represents the fee charged by ILSCA for administering a case. The basis for calculating the ILSCA Administrative Fee is set out in the ILSCA

Schedule of Fees – Arbitration. The ILSCA Administrative Fee is ascertained on the basis of a predefined scale and assessed on *ad valorem* basis by reference to the amount of Claim or Counterclaim, if any.

- 70.2 Where the Claim or Counterclaim resulting from the dispute is undervalued or not quantified because the relief claimed is other than the money claim, viz., a declaratory relief etc, then in that event the Appointing Authority, ILSCA shall at its discretion proceed to revise or fix a value for such claims taking into account all necessary circumstances and the ILSCA Administrative Fee shall then be computed accordingly.
- 70.3 If the Claimant or the Respondent fail to pay their respective shares of the ILSCA Administrative Fee or fails to pay the share of the other party, the Appointing Authority shall send them a reminder, in writing. If the parties fail to deposit the ILSCA Administrative Fee, within 10 days after receipt of the reminder from the Appointing Authority, the Appointing Authority shall not proceed with the arbitral process in respect of such claim or Counterclaim, as the case may be.

Rule 71 : Arbitral Tribunal Fee

- 71.1 Arbitral Tribunal Fee is payable according to the ILSCA Schedule of Fees – Arbitration and as per the guidelines provided under the ILSCA(IA) Rules.
- 71.2 The Arbitral Tribunal Fee shall be fixed by the Appointing Authority, ILSCA in accordance with the ILSCA Schedule of Fees – Arbitration in force at the time when the Request for Arbitration is received by ILSCA and the same will continue until the termination of arbitral proceedings.
- 71.3 The Arbitral Tribunal Fee is ascertained on the basis of a predefined scale and assessed on *ad valorem* basis by reference to the aggregate amount of Claim or Counterclaim, if any.
- 71.4 The Arbitral Tribunal Fee indicates the fee payable to each Arbitrator comprising the Arbitral Tribunal. In the event, the Arbitral Tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty-five per cent (25) of the fee payable as per the ILSCA Schedule of Fees – Arbitration.

71.5 Notwithstanding the above-mentioned Rule the Appointing Authority may fix the Arbitral Tribunal's fee at a figure higher or lower than that which is mentioned in the ILSCA Schedule of Fees – Arbitration, when deemed necessary due to the exceptional circumstances of the case.

71.6 In no circumstances shall the Arbitrator be entitled to charge any fixed fee per sitting or for attendance at hearings.

Rule 72 : Fee Payment Terms

72.1 The ILSCA Administrative Fee and the Arbitral Tribunal Fee shall be payable in equal shares by the parties subject to the cost of Arbitration as may be finally determined by the Arbitral Tribunal.

72.2 Where one party fails to pay his share of ILSCA Administrative Fee and the Arbitral Tribunal Fee, the other party may pay that share.

72.3 Where the other party also does not pay the aforesaid share in respect of the Claim or the Counterclaim, the Appointing Authority, ILSCA shall not proceed with the arbitral process in respect of such Claim or Counterclaim, as the case may be.

72.4 ILSCA will act only as a collecting, disbursing and accounting facilitator for the parties and the Arbitrators engaged by the Parties. ILSCA will not otherwise be liable to make any payments to the Arbitrators and to the other service providers/persons.

Rule 73 : Travel and other expenses of the Arbitrator

73.1 Besides the Arbitrator's fees the arbitrators shall also be paid their travel and other expenses incurred by them. If the Arbitrator who does not reside at Pune is appointed, the to and fro travel charges and the boarding and lodging expenses for such Arbitrator will be borne by the parties at actuals on production of vouchers.

73.2 The Arbitrator shall be paid an amount of Rs. 1,500/- towards local conveyance for attending each arbitration held at ILSCA. In respect of joint trial, the hearing will be treated as one irrespective of the number of cases.

Rule 74 : Travel and other expenses of the witnesses

74.1 Parties shall pay the expenses of their witnesses and expert witnesses, such as travel and accommodation costs incurred during the arbitration.

Rule 75 : Fees and other expenses of Expert

75.1 The parties shall pay the fee of expert appointed by the Arbitral Tribunal. The travel and other expenses of such expert shall be paid by the parties.

Rule 76 : Fees of Translators and/or transcribers etc.

76.1 Parties shall pay the Fees for services of translators or transcribers and for any other assistance required for conducting arbitral proceedings.

Rule 77 : Venue expenses

77.1 Where parties have chosen to resolve their disputes by application of ILSCA (IA) Rules, arbitral-proceedings are held at ILSCA, ILS Law College Campus, Chiplunkar Road (Law College Road), Pune – 411004, unless in exceptional circumstances, the Appointing Authority permits, in its discretion, holding of oral hearings outside ILSCA.

77.2 When arbitral proceedings are held at ILSCA the parties shall pay charges for ILSCA Arbitration Hearing Room and all amenities provided at ILSCA, in accordance with the ILSCA Schedule of Fees – Arbitration.

77.3 In case arbitral proceedings are held in accordance with ILSCA (IA) Rule but held outside ILSCA premises, the parties shall be liable to pay the hiring charges which are charged for ILSCA Arbitration Hearing Room when used physically. The parties shall also pay other charges for the assistance provided, if any, in conducting arbitral proceedings.

Rule 78 : Deposits of costs

- 78.1 The parties shall deposit an amount as advance towards the costs of arbitration with the Appointing Authority, ILSCA, to defray expenses of the arbitration, as per fee payment schedule with regard to ILSCA Administrative Fee and Arbitral Tribunal Fee provided in ILSCA Schedule of Fees – Arbitration.
- 78.2 The Appointing Authority may fix separate advances to be deposited by the Claimant and the Respondent on costs for Claims and Counterclaims, respectively. In such cases each of the parties shall pay the advance on costs corresponding to its claims.
- 78.3 Unless the Appointing Authority directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent.
- 78.4 Any such advance paid will be considered as a partial payment by the Claimant or by the Respondent.
- 78.5 The Appointing Authority shall proceed only in respect of those Claims or Counterclaims for which the deposits have been duly paid to ILSCA.
- 78.6 Any party is free to pay the whole of the deposits as requested by the Appointing Authority towards costs of the arbitration in respect of the Claim or the Counterclaim, if any, should the other party fail to pay its share.
- 78.7 Where one party fails to pay his share of the deposit, the other party may pay that share. If the other party also does not pay his share of deposit, the Appointing Authority shall not proceed with the of Arbitral process in respect Claim or Counterclaim, as the case may be.
- 78.8 The Appointing Authority may, during the course of the arbitral proceedings or before the final arbitral award is passed request the parties for further deposits which shall be paid by the parties in equal shares within Fifteen (15) days of such request.
- 78.9 At the time when payment of deposit is due, the Claim or Counterclaim resulting from the dispute is undervalued or not quantified because the relief claimed is other than the money claim, viz. a declaratory relief etc, then in that event the Appointing Authority

shall at its discretion proceed to revise or fix a value for such claims taking into account all necessary circumstances and advise the parties accordingly to deposit the costs.

78.10 The Appointing Authority may, during the course of the arbitral proceedings or before the final arbitral award is passed request the parties for further deposits which shall be paid by the parties in equal shares within Fifteen (15) days of such request.

78.11 All deposits towards costs and expenses shall be made to ILSCA and no payment shall be released to the arbitrators directly by the parties.

78.12 Any deposit made in excess shall be refunded to such parties by Appointing Authority.

Rule 79 : Interest

79.1 All deposits shall be made to and shall be held by ILSCA. Any interest which may accrue on such deposits shall be retained by ILSCA.

79.2 All Payments shall be made by a cheque payable to Indian Law Society's Centre for Arbitration (ILSCA) or by Bank Transfer.

79.3 All cheques must be sent to " Indian Law Society's Centre for Arbitration & Mediation (ILSCA), ILS Law College Campus, Chiplunkar Road (Law College Road), Pune – 411004" and the names of both parties-case number if available and purpose of payment must be written on the reverse of the cheque.

Rule 80 : Refund

80.1 A party may withdraw a case by making an application to the Appointing Authority, ILSCA, before the Arbitral Tribunal has been constituted.

80.2 The Appointing Authority shall return any deposits made by the parties after deducting such expenses as the Appointing Authority might have incurred in connection with the case.

80.3 When after the constitution of Arbitral Tribunal, the arbitral proceedings are terminated or withdrawn by making application to Appointing Authority or settled before the making of final arbitral award, the Appointing Authority shall return any deposits made by the

parties after deducting such expenses as the Appointing Authority might have incurred in connection with the case taking into account the stage at which the arbitral proceedings stand terminated.

80.4 In the event arbitral proceedings are terminated, withdrawn or settled, the Appointing Authority shall fix the quantum of fees payable to the arbitrator. The Appointing Authority shall take into account the stage at which the arbitration proceedings stand terminated and the extent of work done or time spent by the Arbitrators on the matter.

80.5 The Non-refundable ILSCA Filing Fee, Non-refundable Application Fee, other Fees and expenses paid by the parties shall not be refunded, under any of the aforesaid eventualities.

Part XI- Miscellaneous Rules

Rule 81 : Exclusion of Liability

81.1 ILSCA, including the Appointing Authority, members of the Advisory Body of ILSCA, members of ILSCA Secretariat, officers, employees, or any arbitrator, shall not be liable to any person for anything done in good faith in relation to any arbitration conducted in accordance with ILSCA (IA) Rules.

81.2 ILSCA, including the Appointing Authority, members of the Advisory Body of ILSCA, members of ILSCA Secretariat, officers, employees, or any arbitrator, shall not be under any obligation to make any statement or act as a witness in any legal proceedings in connection with any arbitration conducted in accordance with ILSCA (IA) Rules.

81.3 Any party acting in contravention of Rules 81.1 and 81.2 shall indemnify ILSCA, including the Appointing Authority, members of the Advisory Body of ILSCA, members of ILSCA Secretariat, officers, employees, or any arbitrator, against all liabilities arising out of or in connection with any such action.

Rule 82 : Waiver

82.1 Any party who proceeds with the arbitration with the knowledge that any provision or requirement of these rules, or any other law applicable to the arbitral proceedings, or of the arbitration agreement, or any direction given by the Arbitral Tribunal, has not been complied with and who fails to state his objection thereto in writing, without undue delay or if a time limit is provided for stating the objection, within that period of time to the Appointing Authority, ILSCA or the Arbitral Tribunal as the case may be, shall be deemed to have waived his right to object.

Rule 83 : Preservation of Records

83.1 All documents, evidence, orders and the final arbitral award, whether electronic or otherwise, related to arbitral proceedings conducted in accordance with ILSCA (IA) Rules, shall be preserved by the Appointing Authority, ILSCA, for one (1) year from the date of receipt of the final arbitral award by the parties.

83.2 All documents, evidence, orders and the final arbitral award, whether electronic or otherwise, related to arbitral proceedings conducted in accordance with ILSCA (IA) Rules, shall be preserved by the Appointing Authority in digitalised form.

83.3 No party is entitled as of right to copies of depositions or documents produced before the Arbitral Tribunal. On application to the Appointing Authority the parties may get the copies of such depositions or documents on payment of requisite charge as mentioned in ILSCA Schedule of Fees – Arbitration.

83.4 All documents submitted during the arbitral proceedings to the Arbitral Tribunal shall be kept in the custody of ILSCA Secretariat.

Rule 84 : Interpretation of the ILSCA (IA) Rules

84.1 The decision of the Appointing Authority, ILSCA on any question relating to interpretation of these rules or any procedural matter there under shall be final and binding on the parties.

Rule 85 : Residuary Provision

85.1 The Appointing Authority, ILSCA may take appropriate decisions, as it considers necessary in respect of all matters which are not specifically provided in these Rules.

Rule 86 : Tribunal Secretary

86.1 A tribunal secretary is a person appointed at any stage of arbitration, by the Arbitral Tribunal with the consent of the parties, in consultation with Appointing Authority, ILSCA.

86.2 A tribunal secretary performs organizational and administrative tasks during the arbitral process. A tribunal secretary is not a member of the arbitral tribunal, but supports the Arbitral Tribunal at all stages of arbitral proceedings.

(For rules relating to tribunal secretary refer to ‘ILSCA Tribunal Secretary Rules’.)

Rule 87 : Review of ILSCA (IA) Rules

87.1 The Appointing Authority, ILSCA, shall have the power to review and amend ILSCA (IA) Rules and allied rules, from time to time as it deems necessary. Such amendment shall however not affect existing proceedings under ILSCA (IA) Rules, unless specifically made applicable.

ILSCA MODEL CLAUSES

In drawing up of contracts it is recommended that parties include any of the following ILSCA Model Arbitration Clauses;

ILSCA Model Arbitration Clause for Future Disputes

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination or any breach thereof, shall be referred to and finally resolved by Arbitration administered by the Indian Law Society’s Centre for Arbitration and

Mediation (ILSCA) in accordance with the ILSCA (IA) Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat of the arbitration shall be [Pune, India]*

The venue for the arbitration shall be ILSCA, ILS Law College Campus, Chiplunkar Road, (Law College Road), Pune - 411004.

The Arbitral Tribunal shall consist of _____ [one/three/five] arbitrator(s).

The language of the arbitral proceedings shall be_____.

The law governing the arbitration agreement shall be_____.

In case of failure of the parties in completing the above clause in entirety it shall be deemed that the ILSCA (IA) Rules are incorporated wherever applicable.

*** Should the parties wish to select an alternative seat to Pune, India please specify the city and country of choice.**

ILSCA Model Arbitration Clause for Existing Disputes

Where parties have not previously agreed on an arbitration clause and a dispute having arisen between the parties in connection with a contract, the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration administered by the Indian Law Society's Centre for Arbitration and Mediation (ILSCA) in accordance with the ILSCA (IA) Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat of the arbitration shall be [Pune, India]*

The venue for the arbitration shall be ILSCA, ILS Law College Campus, Chiplunkar Road (Law College Road), Pune - 411004.

The Arbitral Tribunal shall consist of _____[one/three/five] arbitrator(s).

The language of the arbitration shall be _____.

The law governing this arbitration agreement shall be _____.

In case of failure of the parties in completing the above clause in entirety it shall be deemed that the ILSCA (IA) Rules are incorporated wherever applicable.

In case of a dispute arising out of a non-contractual legal relationship, the parties shall include ILSCA Model Arbitration Clause for Existing Disputes in their agreement to arbitrate.

***Should the parties wish to select an alternative seat to Pune, India please specify the city and country of choice.**

The parties are advised that if they wish to use the process of Mediation during their existing Arbitration, they may choose the Arb-Med-Arb clause. Arb-Med-Arb is a process where a dispute is first referred to arbitration before mediation is attempted. If parties are able to settle their dispute through mediation, their mediated settlement may be recorded as a consent award. If parties are unable to settle their dispute through mediation, they may continue with the arbitral proceedings. Parties wishing to take advantage of this tiered dispute resolution mechanism as administered by ILSCA, may consider incorporating the following Arb-Med-Arb Clause in their contracts.

ILSCA Model Arb-Med-Arb Clause For Future or existing disputes

Any dispute arising out of or in connection with this contract, or where parties have not previously agreed on an arbitration clause and a dispute having arisen between the parties in connection with a contract, including any question regarding its existence, validity, or termination or any breach thereof, shall be referred to and finally resolved by Arbitration administered by the Indian Law Society's Centre for Arbitration and Mediation (ILSCA) in accordance with the ILSCA (IA) Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat of the arbitration shall be [Pune, India]*

The venue for the arbitration shall be ILSCA, ILS Law College Campus, Chiplunkar Road (Law College Road), Pune - 411004.

The Arbitral Tribunal shall consist of _____[one/three/five] arbitrator(s).

The language of the arbitration shall be _____.

The law governing this arbitration agreement shall be_____.

In case of failure of the parties in completing the above clause in entirety it shall be deemed that the ILSCA (IA) Rules are incorporated wherever applicable.

It is further agreed that following the commencement of arbitration, as per ILSCA (IA) Rules, the parties shall attempt in good faith to resolve such dispute through **Mediation**, as per the ILSCA (IM) Rules, which are deemed to be incorporated by reference in this clause, in accordance with the ILSCA Arb-Med-Arb procedure for the time being in force. Any settlement reached in the course of the mediation shall be referred to the Arbitral Tribunal appointed by ILSCA and may be made a consent award on agreed terms.

*** Should the parties wish to select an alternative seat to Pune, India please specify the city and country of choice.**

In case of a dispute arising out of a non-contractual legal relationship, the parties shall include Arb-Med-Arb clause.