

## **Arbitration Rules of the International Arbitration and Mediation Centre, Hyderabad**

### **Article 1: Scope of Application and Interpretation**

- 1.1. Where the parties have agreed to refer their disputes to the International Arbitration and Mediation Centre, Hyderabad (“**IAMC**”) for arbitration or to arbitration in accordance with the IAMC Rules, the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by IAMC in accordance with these Rules. These Rules shall also apply to any dispute which has been referred by any Court to arbitration under the IAMC Rules.
- 1.2. These IAMC Rules comprise the Articles and the Schedules as are, from time to time, amended by IAMC.
- 1.3. These Rules shall come into force on [1 January 2022] and, unless otherwise agreed by the parties, shall apply to any arbitration [other than ‘international commercial arbitration’ within the meaning of section 2(1)(f) of the (Indian) Arbitration and Conciliation Act 1996] which is commenced on or after [1 January 2022].
- 1.4. Nothing in these Rules shall prevent parties to a dispute or arbitration agreement, or a Court, from naming IAMC as the appointing authority or from requesting the use of the facilities and/or administrative services of IAMC without subjecting the arbitration to these Rules.
- 1.5. IAMC may from time to time issue practice notes and guidelines to supplement, clarify and implement these Rules.
- 1.6. IAMC has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. Unless otherwise determined by IAMC, all decisions made by IAMC under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.

- 1.7. References to “IAMC”, for the purpose of these Rules, are to the Governing Council of IAMC or any other body or person designated by it (including the Registrar) to perform the functions referred to herein. The functions of the Registrar shall be performed under the supervision of the Governing Council by the Registrar or any Deputy Registrar.
- 1.8. References to “Claimant” include one or more Claimants.
- 1.9. References to “Respondent” include one or more Respondents.
- 1.10. References to “additional party” include one or more additional parties and references to “party” or “parties” include Claimant, Respondent and/or an additional party.
- 1.11. References to “claim” or “counterclaim” include any claim or claims by any party against any other party. References to “defence” include any defence or defences by any party to any claim or counterclaim submitted by any other party, including any defence for the purpose of a set-off or cross-claim.
- 1.12. References to “arbitration agreement” include one or more arbitration agreements.
- 1.13. References to “written communications” include all correspondence, notifications, proposals, pleadings, statements, documents, orders and awards that are produced, submitted or exchanged in the arbitration but shall not include draft awards, draft order(s) or correspondence of an administrative nature between the Arbitral Tribunal and IAMC
- 1.14. References to “communication” mean delivery, transmission or notification of a written communication by hand, registered post, courier service, facsimile, email or other means of telecommunication that provides a record of transmission

- 1.15. All written communications to IAMC from any party, authorized representative of a party or Arbitral Tribunal shall be addressed to the Registrar, and shall also be copied to all other parties.
- 1.16. Any pronouns used in these Rules shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural unless the context requires otherwise.

## **Article 2: Definitions**

- 2.1. In these Rules, unless the context requires otherwise:
  - a. “Act” means the (Indian) Arbitration and Conciliation Act, 1996 as amended from time to time;
  - b. “Arbitral Tribunal” includes a sole arbitrator, or all the arbitrators where more than one arbitrator is appointed, and shall include an Emergency Arbitrator appointed under Schedule I of these Rules;
  - c. “Award” includes a partial, interim, or final award ;
  - d. “Court” shall have the same meaning as defined under the Arbitration and Conciliation Act, 1996;
  - e. “Governing Council” shall mean the Governing Council of IAMC and includes a sub-committee of the Governing Council;
  - f. “Registrar” means the Registrar of IAMC and includes any Deputy Registrar;
  - g. “Secretariat” means the Secretariat of IAMC;
  - h. “Tribunal Secretary” means any person approved by the parties, at the request of the Arbitral Tribunal, to render assistance to the Arbitral Tribunal;

Words not defined in these rules shall be understood as per their ordinary English meaning.

### **Article 3: Written Communications**

- 3.1. Any communication by any party with IAMC, Registrar or the Arbitral Tribunal (or any of its members) shall be in writing. Any written communication by the Arbitral Tribunal (or any of its members) to any party shall also be copied to the Registrar.
- 3.2. Any written communication shall be deemed to have been received if it is delivered: (i) to the addressee personally or to its authorized representative; (ii) to the addressee's habitual residence, place of business or designated address; (iii) to any address agreed by the parties; (iv) according to the practice of the parties in prior dealings; (v) to the email address provided by the parties to IAMC for purposes of correspondence or communications; or (vi) if, after reasonable efforts, none of these can be found, then at the addressee's last-known residence or place of business.

### **Article 4: Calculation of Time Limits**

- 4.1. Time limits under these Rules shall begin to run on the day following the day when any written communication is received or deemed to be received.
- 4.2. The time of receipt shall be construed in accordance with the timezone at the seat of the arbitration. If no seat has been designated by the parties or determined by IAMC or by the Arbitral Tribunal, the time of receipt shall be construed based on Indian Standard Time (IST).
- 4.3. A communication shall be deemed to have been received in accordance with Article 3.2 on the day it is delivered.
- 4.4. If the circumstances of the case so justify, the Registrar may amend the time limits provided for in these Rules, as well as any time limits that the Registrar has set, whether

any such time limits have expired. The Registrar shall not amend any time limits agreed by the parties or set by the Arbitral Tribunal or Emergency Arbitrator unless the parties agree or the Arbitral Tribunal or Emergency Arbitrator directs otherwise.

#### **Article 5: Commencement of Arbitration Proceedings**

5.1. For the purpose of these Rules, the date of commencement of arbitral proceedings shall be the date on which the Registrar receives the Arbitration Request under Article 7.1, or receives an order from a Court referring a dispute to IAMC.

#### **Article 6: Arbitration Request**

6.1. A party to a dispute commencing an arbitration under these Rules shall file a request for arbitration (“**Arbitration Request**”) with the Registrar. The Arbitration Request shall:

- a. be submitted in writing;
- b. request that the dispute be referred to arbitration;
- c. state the name, address, telephone number and electronic mail address of the parties to the arbitration and their representatives, if any;
- d. refer to and provide a legible copy of the arbitration agreement between the parties, *provided* that where claims are made under more than one arbitration agreement, the Arbitration Request shall refer to and provide, where possible, each such arbitration agreement and also provide a reference to and copies of the agreement(s) or other instrument(s) out of, or in relation to, which the dispute arises and, where possible, a copy of the agreement(s) or other instrument(s);
- e. contain a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
- f. unless otherwise agreed by the parties, contain the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator together with the full name, address, telephone number and email address of each arbitrator so nominated or proposed;

- g. provide details of the seat of the arbitration, the applicable law, and the language of the arbitration; and
  - h. include proof of payment of the requisite filing fee under these Rules along with proof of service of the Arbitration Request on the counterparty or counterparties in the Arbitration.
- 6.2 The Arbitration Request may include the Statement of Claim.
- 6.3 Where there are disputes arising out of or in connection with more than one contract, a party may:
- a. file an Arbitration Request in respect of each arbitration agreement invoked and concurrently submit an application to consolidate the arbitrations pursuant to **Article 10**; or
  - b. file a single Arbitration Request in respect of all the arbitration agreements invoked which shall include a statement identifying each contract and arbitration agreement invoked and a description of how the applicable criteria under **Article 10** are satisfied. The party shall be deemed to have commenced multiple arbitrations, one in respect of each arbitration agreement invoked, and the Arbitration Request shall be deemed to be an application to consolidate all such arbitrations pursuant to Article 10.
- 6.4 Where a party has filed two or more Arbitration Requests pursuant to Article 6.3(a), the Registrar shall accept payment of a single filing fee under these Rules for all the arbitrations sought to be consolidated. Where the application for consolidation is rejected, in whole or in part, the party filing the Arbitration Request shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.
- 6.5 Where a party has filed a single Arbitration Request pursuant to Article 6.3(b) and the application for consolidation is rejected, in whole or in part, such party shall file an Arbitration Request in respect of each arbitration that has not been consolidated and shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.

## **Article 7: Registration of Arbitration Request**

- 7.1. Upon the receipt of a complete Arbitration Request, in accordance with the provisions of Article 6.1, the Registrar shall register the Arbitration Request and notify the parties of the commencement of the arbitration.
- 7.2. If the Arbitration Request does not comply with these Rules or if the Registration Fee is not paid, the Registrar shall call upon the Claimant to remedy any such defect within a period of seven (7) days or any other period as may be determined by the Registrar. If the Claimant complies with such directions within the specified time limit, the arbitration shall be deemed to have commenced under Article 5.1 on the date the original Arbitration Request was received by the Registrar.
- 7.3. At any time after the registration of the Arbitration Request but before the constitution of the Arbitral Tribunal, the Registrar may permit the Claimant to supplement or modify its Arbitration Request to correct any clerical, typographical or arithmetical errors.

## **Article 8: Reply to the Arbitration Request**

- 8.1. Within 30 days of receipt of the Arbitration Request or any other date as may be specified by the Registrar, the Respondent shall submit to the Registrar its Reply to the Arbitration Request (“**Reply**”). The Reply shall:
  - a. be submitted in writing;
  - b. state the name, address, telephone number, facsimile number and electronic mail address of the party submitting the Reply and its representatives, if any;
  - c. include a confirmation or denial of all or part of the claims;
  - d. state any objection to the jurisdiction of the Arbitral Tribunal;
  - e. include any counterclaim or cross-claim to be raised by the Respondent, *provided* that where the Respondent raises any counterclaim, it shall provide a brief statement describing the nature and circumstances of each counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;

- f. unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counter-proposal;
  - g. include a statement on the seat of the arbitration, the applicable law, and the language of the arbitration; and
  - h. include a proof of service of the Reply on the Claimant.
- 8.2 Failure to nominate or propose any arbitrator candidate within the time for submission of the Reply or such other time period as is agreed by the parties or determined by the Registrar shall constitute an irrevocable waiver of that party's opportunity to nominate or propose any arbitrator candidate. Failure to deliver any or any part of a Reply within time or at all shall not (by itself) preclude the Respondent from denying any claim or from advancing any defence, counterclaim or cross-claim in the arbitration.
- 8.3 The Reply may also include the Statement of Defence and a Statement of Counterclaim.
- 8.4 At any time after the receipt of the Reply but before the constitution of the Arbitral Tribunal, the Registrar may permit the Respondent to supplement or modify its Reply to correct any clerical, typographical or arithmetical errors.

#### **Article 9: Joinder of Additional Parties**

- 9.1 Prior to the constitution of the Arbitral Tribunal, a party or non-party to the arbitration may file an application with the Registrar for one or more additional parties to be joined in an arbitration pending under these Rules, as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
- a. the additional party to be joined is *prima facie* bound by the arbitration agreement; or
  - b. all parties, including the additional party to be joined, have consented to the joinder of the additional party.
- 9.2 An application for joinder shall include:
- a. the case reference number of the pending arbitration;



- b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
- c. whether the additional party is to be joined as a Claimant or a Respondent;
- d. identification of the relevant arbitration agreement and a copy of such agreement;
- e. a reference to the contract or other instrument out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument; and
- f. a brief statement of the facts and legal basis supporting the application.

9.3 The party or non-party applying for joinder shall, at the same time as it files an application for joinder with the Registrar, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

9.4 The Governing Council shall, after considering the views of all parties, including the additional party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder. The Governing Council's decision to grant an application for joinder is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Governing Council's decision to reject an application for joinder, in whole or in part, is without prejudice to any party's or non-party's right to apply to the Tribunal for joinder pursuant to Article 9.7.

9.5 Where an application for joinder is granted under Article 9.4, the Governing Council may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all parties, including the additional party joined, Article 11 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Governing Council's decision under Article 9.4.

9.6

- 9.7 After the constitution of the Tribunal, a party or non-party to the arbitration may apply to the Tribunal for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
- a. the additional party to be joined is *prima facie* bound by the arbitration agreement; or
  - b. all parties, including the additional party to be joined, have consented to the joinder of the additional party.
- 9.8 Subject to any specific directions of the Tribunal, the provisions of Article 9.2 shall apply, *mutatis mutandis*, to an application for joinder under Article 9.7.
- 9.9 The Tribunal shall, after giving all parties, including the additional party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under Article 9.7. The Tribunal's decision to grant an application for joinder under this Article 9.9 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.
- 9.10 Without prejudice to the powers of the Governing Council pursuant to Article 9.5, where an application for joinder is granted under Article 9.4 or Article 9.9, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Article 13.
- 9.11 Where an application for joinder is granted under Article 9.4 or Article 9.9, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims.

## **Article 10: Consolidation of Arbitrations**

10.1 The Governing Council shall have the power, at the request of a party and after consulting with the parties and any confirmed or appointed arbitrators, to consolidate two or more arbitrations pending under these Rules where:

- (a) the parties agree to consolidate; or
- (b) all of the claims in the arbitrations are made under the same arbitration agreement; or
- (c) the claims are made under more than one arbitration agreement, a common question of law or fact arises in all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions and the arbitration agreements are compatible.

10.2 Any party wishing to consolidate two or more arbitrations pursuant to Article 10.1 shall communicate a Request for Consolidation to the Registrar, all other parties and any confirmed or appointed arbitrators.

10.3 The Request for Consolidation shall include the following:

- (a) the case references of the arbitrations pending under the Rules requested to be consolidated, where applicable;
- (b) the names and addresses, facsimile numbers and/or email addresses of each of the parties to the arbitrations, their representatives and any arbitrators who have been confirmed or appointed in the arbitrations;
- (c) a request that the arbitrations be consolidated;
- (d) a copy of the arbitration agreement giving rise to the arbitrations;
- (e) a copy of the contract (s) or other legal instrument(s) out of or in relation to which the Request for Consolidation arises, or reference thereto;
- (f) a description of the general nature of the claim and an indication of the amount involved, if any, in each of the arbitrations;

- (g) a statement of the facts supporting the Request for Consolidation, including, where applicable, evidence of all parties' written consent to consolidate the arbitrations;
- (h) the points at issue;
- (i) the legal arguments supporting the Request for Consolidation;
- (j) details of any applicable mandatory provision affecting consolidation of arbitrations;
- (k) comments on the constitution of the arbitral tribunal if the Request for Consolidation is granted, including whether to preserve the appointment of any arbitrators already appointed; and
- (l) confirmation that copies of the Request for Consolidation and any supporting materials included with it have been or are being communicated simultaneously to all other relevant parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

10.4 The Governing Council may waive or modify any of the requirements in Article 10.3 as it deems appropriate.

10.5 Where the non-requesting parties or any confirmed or appointed arbitrators are requested to provide comments on the Request for Consolidation, such comments may include (without limitation) the following particulars:

- (a) comments on the particulars set forth in the Request for Consolidation pursuant to Article 10.3(a) to (j);
- (b) responses to the comments made in the Request for Consolidation pursuant to Article 10.3(k); and
- (c) confirmation that copies of the comments have been or are being communicated simultaneously to all other relevant parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

- 10.6 Where the Governing Council decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or the Governing Council decides otherwise taking into account the circumstances of the case. The Registrar shall communicate such decision to all parties and to any confirmed or appointed arbitrators in all arbitrations.
- 10.7 The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by a competent authority in support of the relevant arbitration before it was consolidated.
- 10.8 Where the Governing Council decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate an arbitrator, and IAMC may revoke any confirmation or appointment of an arbitrator. IAMC shall appoint the Arbitral Tribunal in respect of the consolidated proceedings with or without regard to any party's designation.
- 10.9 The revocation of the confirmation or appointment of an arbitrator pursuant to Article 10.8 is without prejudice to:
- (a) the validity of any act done or order made by that arbitrator before his or her confirmation or appointment was revoked;
  - (b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2(C); and
  - (c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.
- 10.10 IAMC may adjust its Administrative Fees and the Arbitral Tribunal's fees (where appropriate) after a Request for Consolidation has been submitted.

#### **Article 11: Constitution of the Arbitral Tribunal**

- 11.1. The Arbitral Tribunal shall be constituted in accordance with the agreement between the parties and their respective nominations as set out in the Arbitration Request and Reply.

- 11.2 A sole arbitrator shall be appointed in any arbitration under these Rules unless the parties have otherwise agreed; or it appears to the Registrar acting in consultation with the Governing Council, and giving due regard to any proposals by the parties, that the complexity, the quantum involved or other relevant circumstances of the dispute warrants the appointment of three arbitrators.
- 11.3 If a sole arbitrator is to be appointed, either party may propose to the other party the names of one or more persons to serve as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, the Registrar shall appoint such nominee as arbitrator.
- 11.4 If within 30 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or fixed by the Registrar, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the Registrar in consultation with the Governing Council shall appoint the sole arbitrator.
- 11.5 If three arbitrators are to be appointed, each party shall nominate one arbitrator.
- 11.6 If a party fails to make a nomination of an arbitrator within 30 days after receipt of a party's nomination of an arbitrator, or within the period otherwise agreed by the parties, the Registrar acting in consultation with the Governing Council shall appoint an arbitrator on its behalf.
- 11.7 Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or fixed by the Registrar, the Registrar acting in consultation with the Governing Council shall appoint the third arbitrator, who shall be the presiding arbitrator.
- 11.8 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and in accordance with the agreement of the parties.
- 11.9 The Arbitral Tribunal shall be deemed to have been constituted on the date of notification of the appointment of the Arbitral Tribunal to the parties.
- 11.10 Where IAMC is called upon to appoint one or more members of the Arbitral Tribunal without the arbitration being subject to administration under these Rules, the party

requesting the appointment (or all parties, in the event of the appointment function being delegated to IAMC by a Court) shall pay the appointment fee in accordance with Schedule 2 B.

11.11 Where there are more than two parties to the arbitration, and a sole arbitrator is to be appointed, the parties may agree to jointly nominate the sole arbitrator. In the absence of such joint nomination having been made within 30 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or fixed by the Registrar, the Registrar acting in consultation with the Governing Council shall appoint the sole arbitrator.

11.12 Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed in accordance with Article 11.7. In the absence of both such joint nominations having been made within 30 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the Registrar acting in consultation with the Governing Council shall appoint all three arbitrators and shall designate one of them to be the presiding arbitrator.

## **Article 12: Neutrality, Independence and Qualifications of Arbitrators**

12.1 Any arbitrator appointed to an Arbitral Tribunal constituted under these Rules shall be, and remain at all times, impartial and independent.

12.2 Any arbitrator appointed to an Arbitral Tribunal constituted under these rules shall accept the appointment only where:

- a. the arbitrator is not aware of any circumstances which are likely to give rise in the mind of any party to any doubts as to the arbitrator's impartiality or independence;
- b. the arbitrator has sufficient time to commit to the arbitration;
- c. the arbitrator has the requisite qualifications as specified in the arbitration agreement, if any, needed to decide the dispute; and

- d. there is nothing in the knowledge of the arbitrator which may impede the discharge of the arbitrator's duties as a member of the Arbitral Tribunal to decide the dispute. The arbitrator shall specifically consider the demands on his or her physical presence (if required), the infrastructure and support available to him or her for the arbitration and any health concerns which he or she knows of.

The arbitrator shall by way of a written disclosure inform the Registrar and the parties of his or her satisfaction of the conditions listed in (a) to (d) above.

- 12.3. Each arbitrator shall assume a continuing duty, until the arbitration is concluded, to disclose forthwith in writing any circumstances becoming known to that arbitrator after the date of his or her written declaration under Article 12.2, which are likely to give rise to any justifiable doubts as to his or her impartiality or independence, to be delivered to the parties, any other members of the Arbitral Tribunal and the Registrar.

### **Article 13: Challenge of Arbitrators**

- 13.1. A party to an arbitration may make a request for removal ("**Removal Request**") of an arbitrator appointed to the Arbitral Tribunal to the Registrar only on the grounds that:
  - a. there exist justifiable doubts as to the arbitrator's impartiality or independence;
  - b. the arbitrator suffers from serious health concerns, refuses or becomes unable to perform his or her functions or for other reasons fails to act without undue delay; or
  - c. a material change has occurred in respect of matters disclosed by the arbitrator under Article 12.2 which renders his or her appointment unsuitable.
- 13.2. A party may challenge the arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made.

### **Article 14: Removal Request**

- 14.1. A party that intends to challenge an arbitrator shall file a request with the Registrar for the removal of such arbitrator ("**Removal Request**") in accordance with the requirements of Article 13.1 within 15 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 15 days of the party becoming aware of the circumstances referred in Article 13.1.



14.2. The Removal Request shall be made in writing and shall state the reasons for the challenge of an arbitrator together with all relevant evidence in support of the challenge. The party filing a Removal Request shall, at the same time as it files the notice of challenge with the Registrar, send the notice of challenge to the other party, the arbitrator who is being challenged and the other members of the Arbitral Tribunal.

#### **Article 15: Challenge Proceedings and Decision on Challenge**

15.1. Upon receipt of the Removal Request, the Registrar may, after considering the relevant material and circumstances and in consultation with the Governing Council, order a suspension of the arbitral proceedings until the resolution of the challenge. Unless the Registrar orders a suspension of the proceedings, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending a decision on the Removal Request.

15.2. Unless the parties agree to the Removal Request (in which case the arbitrator shall be removed by IAMC), or the challenged arbitrator resigns within 7 days of the receipt of the Removal Request or as soon as possible thereafter, the Governing Council shall decide the Removal Request.

15.3. Prior to making its decision, the Governing Council shall invite and consider comments from all other parties, and also consult members of the Arbitral Tribunal, including the challenged arbitrator. The Governing Council, where it considers necessary, may grant a hearing to the parties and the arbitrator against whom a Removal Request is filed.

15.4. The Governing Council shall make its decision in writing and furnish brief reasons for the decision within 15 days of the receipt of the Removal Request or as soon as possible thereafter.

15.5. A copy of the decision on the Removal Request shall be transmitted by the Registrar to the parties, the challenged arbitrator and to other members of the Arbitral Tribunal.

#### **Article 16: Replacement of Arbitrators**

- 16.1. Where the mandate of an arbitrator is terminated under Article 15, or otherwise, another arbitrator shall be appointed within 14 days in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.
- 16.2. Any right of a party to re-nominate an arbitrator pursuant to the removal of an arbitrator shall be deemed to be waived if not exercised within 14 days, after which the Registrar shall have the right to appoint the replacement arbitrator in accordance with Articles 11 and 12.

**Article 17: Effect of Replacement of Arbitrators on the Arbitration Proceedings**

- 17.1. If the sole arbitrator or chairperson of the Arbitral Tribunal is replaced under Article 16, any hearings held previously shall be repeated unless otherwise agreed by the parties. Where any other arbitrator is replaced, any hearings held previously may be repeated at the discretion of the Arbitral Tribunal after consulting with the parties.
- 17.2. If the Arbitral Tribunal has issued any interim or partial Award, any hearings related to issues decided by such Award shall not be repeated, and the said Award shall remain valid and binding.

**Article 18: Seat of the Arbitration**

- 18.1 The seat of the arbitration shall be the seat designated by the parties in the arbitration agreement.
- 18.2 In the absence of a seat being designated by the parties in the arbitration agreement, the parties may agree in writing as to the seat of the arbitration, failing which the seat shall be determined by the Arbitral Tribunal having regard to the circumstances of the case.

**Article 19: Venue of any Physical Hearing**

- 19.1. Unless otherwise agreed by the parties, the venue(s) of any physical hearing shall be fixed by the Arbitral Tribunal after considering the proposals and views of the parties.

**Article 20: Party Representatives**

- 20.1 Any party may be represented by legal practitioners or any other authorised representatives. The Registrar and/or the Arbitral Tribunal may require proof of authority of any party representatives.
- 20.2 After the constitution of the Arbitral Tribunal, any change or addition by a party to its representatives shall be promptly communicated in writing to the parties, the Arbitral Tribunal and the Registrar. However, if a change in representative(s) creates a conflict of interest for any member of the Arbitral Tribunal, such party shall obtain the permission of the Arbitral Tribunal for such change.

#### **Article 21: Language of the Arbitration**

- 21.1. Unless otherwise agreed by the parties, the Arbitral Tribunal shall conduct the arbitration proceedings in English.

#### **Article 22: Emergency Arbitration**

- 22.1. A party to a registered arbitration may, before an Arbitral Tribunal has been constituted, apply to the Registrar for appointment of an Emergency Arbitrator pursuant to the procedures set forth in Schedule 1 of these Rules.

#### **Article 23: Expedited Procedure**

- 23.1 Prior to the constitution of the Arbitral Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the expedited procedure under this Article (“Expedited Procedure”) where either 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 100,000,000), representing the aggregate of the claim, counterclaim and any set-off; or
  - (b) the parties so agree in writing.
- 23.2 When a party has applied to the Registrar under Article 23.1, and when the Registrar in consultation with the Governing Council determines, after considering the views of the parties, that the arbitral proceedings shall be conducted in accordance with the Expedited

Procedure, the Registrar shall promptly inform the parties that the Expedited Procedure shall apply to the arbitral proceedings.

23.3 Where the arbitration agreement contemplates a three member tribunal, but such a tribunal is yet to be constituted, if the Registrar determines that the Expedited Procedure shall apply to the arbitral proceedings, the mandate of the appointed members of the Arbitral Tribunal shall stand terminated.

23.4 An arbitration under the Expedited Procedure shall follow the procedure set out as follows:

(a) the Registrar may shorten any time limits under these Rules;

(b) the case shall be referred to a sole arbitrator, notwithstanding any agreement to the contrary in the arbitration agreement, unless the Governing Council determines otherwise;

(c) unless the parties agree or the Arbitral Tribunal determines that the dispute shall be decided on the basis of documentary evidence only, the Tribunal shall hold a hearing for the examination of all witnesses and expert witnesses as well as for oral submissions; and

(d) the Award shall be made within 6 months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time for completion of the proceedings.

#### **Article 24: Conduct of the Arbitration Proceedings**

24.1. The Arbitral Tribunal and the parties shall make all efforts to conduct the arbitration in an expeditious and cost-effective manner.

24.2. While conducting the arbitration, the Arbitral Tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

24.3. Subject to any agreement between the parties, the Arbitral Tribunal shall adopt such procedural measures as it considers appropriate after consulting with the parties.

24.4. The Arbitral Tribunal may request the parties to convene a meeting to discuss the procedures that will be most appropriate and efficient for the case, including the fixing of

a procedural timetable. Such meeting may be conducted in person or by any other means. Unless otherwise agreed by the parties, the Presiding Arbitrator may make procedural rulings alone, subject to revision by a majority of the Arbitral Tribunal.

#### **Article 25: Jurisdiction**

25.1. Notwithstanding anything contained in Article 24 , where objections to the jurisdiction of the Arbitral Tribunal have been raised, the Arbitral Tribunal may bifurcate the proceedings in its discretion and expeditiously decide the objections to its jurisdiction.

#### **Article 26: Applicable Law**

26.1. The Arbitral Tribunal shall apply the law or rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Arbitral Tribunal shall apply the law or rules of law which it determines to be appropriate in the facts and circumstances of the case.

26.2. The Arbitral Tribunal shall decide in accordance with the terms of the applicable contract 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.

26.3. The Arbitral Tribunal shall assume the powers of an *amiabile compositeur* or decide *ex aequo et bono* only if the parties have agreed to confer such powers on the Arbitral Tribunal.

#### **Article 27: Confidentiality**

27.1 The parties undertake as a general principle to keep confidential all orders and Awards made in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain as well as any information contained in any of the foregoing, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an Award or order in legal proceedings before a state court or other legal authority. The parties shall seek the same undertaking of confidentiality from all those that it involves in the arbitration, including but not limited to any authorised representative, witness of fact, expert or service provider.

27.2 Article 27.1 shall also apply, with necessary changes, to the Arbitral Tribunal, any Tribunal Secretary and any expert to the Arbitral Tribunal. Notwithstanding any other provision of the IAMC Rules, the deliberations of the Arbitral Tribunal shall remain confidential to its members and if appropriate any Tribunal Secretary, save as required by any applicable law.

### **Article 28: Hearings**

28.1. The parties to the arbitration shall have a right to a hearing before the Arbitral Tribunal, unless the parties agree otherwise, and such an agreement is acceptable to the Arbitral Tribunal considering the complexities of the arbitration.

28.2. The Arbitral Tribunal shall schedule the hearings to be held in the arbitration, in consultation with the parties, in a manner where each party is aware of and has adequate notice of the scheduled hearings.

28.3. The Arbitral Tribunal shall, for the purpose of ensuring efficient conduct of the arbitration and after consulting the parties, specify:

a) whether the hearing shall be conducted in a physical, virtual or in hybrid mode.;

b) where the hearing is conducted physically or in a hybrid mode, the place where such hearing will be conducted, the service provider(s)/platform(s) and any other arrangements as may be required for such hearings having regard to the facilities available at IAMC with the parties and the arbitrators.

28.4 Where a hearing is adjourned or rendered inefficacious due to the actions of a party to the arbitration, the Arbitral Tribunal may reschedule the hearing at the costs of that party.

28.5 At any time during the Arbitral Proceeding and before the Award is issued, where the Arbitral Tribunal on its own volition or on a request by a party, considers it necessary to have submissions by the parties on a specific issue in the arbitration, it shall direct the parties by an order in writing to make such submissions.

## **Article 29: Interim and Conservatory Measures**

- 29.1 The Arbitral Tribunal may, at the request of a party, order any interim protection or conservatory measure it deems appropriate. The decision on the request for such measures shall be supported by reasons.
- 29.2 The Arbitral Tribunal may, in its discretion, make the granting of any interim protection or conservatory measure subject to any conditions or appropriate security being furnished by the requesting party.

## **Article 30: Powers of the Arbitral Tribunal**

- 30.1 In addition to the powers specified in these Rules, the Arbitral Tribunal shall enjoy any inherent powers that may be available to it under the applicable law or pursuant to an agreement between the parties.

## **Article 31: Award**

- 31.1 The Arbitral Tribunal shall make its Award in writing and affix the physical or electronic signatures of the arbitrator(s). Any electronic signature application shall have been approved by the Registrar. The Award shall state the reasons upon which it is based unless the parties have agreed that no reasons are to be given.
- 31.2 The Award shall state the date when the Award is made and shall be deemed to be issued on that day at the seat of the arbitration.
- 31.3 Where an arbitrator does not join with the majority in the decision in the Award, such arbitrator may provide a dissenting or concurring opinion separately. If any arbitrator refuses or fails to sign an Award, the signatures of the majority or (failing a majority) of the presiding arbitrator shall be sufficient, provided that the reason for any omitted signature is stated in the Award by the majority or by the presiding arbitrator.
- 31.4. Prior to the Award and the opinion of the dissenting and/or concurring arbitrator being communicated, the draft(s) of the same shall be scrutinized by the Registrar who may, as soon as practicable, suggest modifications as to the form of the Award and without affecting the Arbitral Tribunal's liberty to decide the dispute, draw the Arbitral

Tribunal's attention to points of substance. The Arbitral Tribunal shall consider the suggestions of the Registrar and carry out any corrections or revisions to the Award as may be considered appropriate by the Arbitral Tribunal. No Award shall be made or communicated by the Arbitral Tribunal until it has been approved by the Registrar as to its form.

- 31.5 The Arbitral Tribunal may make separate partial Awards on different issues at different times during the proceedings. Where such partial Awards have been issued, a reference to such Awards shall be made in the final Award.
- 31.6 The Award shall be delivered to the Registrar, who, upon final settlement of the costs of the arbitration, shall communicate the signed copy of the Award to each of the parties.
- 31.7 Unless the parties have agreed otherwise, the Arbitral Tribunal may order that simple or compound interest shall be paid by any party on any sum awarded at such rates as the Arbitral Tribunal decides to be appropriate in respect of any period which the Arbitral Tribunal decides to be appropriate ending not later than the date upon which the Award is complied with.

#### **Article 32: Consent Award and Additional Award**

- 32.1 In the event of any final settlement of the parties' dispute, the Arbitral Tribunal may decide to make an Award recording the settlement if the parties jointly so request in writing (a "**Consent Award**"), provided always that such Consent Award shall contain an express statement on its face that it is an Award made at the parties' joint request and with their consent. A Consent Award need not contain reasons or a determination in relation to the Arbitration Costs or Legal Costs.
- 32.2 If the parties do not jointly request a Consent Award, on written confirmation by the parties to the Registrar that a final settlement has been reached, the Arbitral Tribunal shall make an order of termination of the proceedings subject to payment by the parties of any outstanding costs of the arbitration.

#### **Article 33: Correction of Awards, Interpretation of Awards and Additional Awards**

- 33.1 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Arbitral Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. If the



Arbitral Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original Award or in a separate memorandum, shall constitute part of the Award.

- 33.2 The Arbitral Tribunal may correct any error of the type referred to in Article 33.1 on its own initiative within 30 days of the date of the Award.
- 33.3 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Arbitral Tribunal to make an additional Award as to claims presented in the arbitration but not dealt with in the Award. If the Arbitral Tribunal considers the request to be justified, it shall make the additional Award within 45 days of receipt of the request.
- 33.4 The Registrar may, if necessary, extend the period of time within which the Arbitral Tribunal shall make a correction of an Award or an additional Award under this Article.

#### **Article 34: Limitation of Liability**

- 34.1 The arbitrators, an Emergency Arbitrator, IAMC (including its officers and employees), the Board of Trustees and its members, the Governing Council and its members, any Tribunal Secretary or expert appointed by the Arbitral Tribunal shall not be liable to any party howsoever for any act or omission arising out of or in connection with any arbitration save: (i) where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party; or (ii) to the extent that any part of this provision is shown to be prohibited by any applicable law.
- 34.2 Any party agreeing to arbitration under or in accordance with the IAMC Rules irrevocably agrees that the courts of Hyderabad, India shall have exclusive jurisdiction to hear and decide any action, suit or proceedings between that party and the arbitrators, an Emergency Arbitrator, IAMC (including its officers and employees), the Board of Trustees and its members, the Governing Council and its members, any Tribunal Secretary or expert appointed by the Arbitral Tribunal, which may arise out of or in connection with any such arbitration and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of Hyderabad, India.

### **Article 35: Waiver**

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

### **Article 36: Fees and Deposits**

- 36.1 The fees and expenses of the Arbitral Tribunal and IAMC's Administrative Fees shall be determined by the Registrar in accordance with Schedule 2. The schedule of fees in force at the time of receipt of the Arbitration Request shall be applicable to the arbitration.
- 36.2 The Registrar shall, from time to time, fix the amount of deposits to be made towards the costs of the arbitration, as defined in Article 37.3, and the timelines for payment. Unless the Registrar 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. The Registrar may fix separate deposits on costs for claims and counterclaims, respectively.
- 36.3 The Registrar shall make a provisional estimate of costs of the arbitration where the amount of the claim or the counterclaim or the relief claimed is not quantified or quantifiable at the time where the payment of deposits is due. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available. In cases where non pecuniary relief is claimed, the Registrar shall finally determine the cost of arbitration, as set out in Article 37.3, in consultation with the Governing Council.
- 36.4 Save for exceptional circumstances, the Arbitral Tribunal should not proceed with the arbitration without having ascertained from the Registrar that IAMC is or will be in requisite funds as regards outstanding and future costs of the arbitration.
- 36.5 If a party fails to make any deposit within the time specified, the Registrar may, after consulting with the Arbitral Tribunal and the parties, direct the Arbitral Tribunal to suspend work and set a time limit on the expiry of which the relevant claims or

counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.

36.6 Where one party fails to pay its share of the deposit, the other party may pay that share: Provided further that where the other party also does not pay the aforesaid share in respect of the claim or the counterclaim, the Arbitral Tribunal may suspend or terminate the arbitral proceedings in respect of such claim or counterclaim, as the case may be.

36.7 If the disputes referred to arbitration are settled or withdrawn or the arbitration is terminated prior to the making of an Award, the costs of the arbitration shall be determined by the Registrar having due regard to the circumstances of the case, including the stage of proceedings at which the disputes have been settled or withdrawn or the arbitration terminated. In the event that the costs of the arbitration so determined are less than the total amount of deposits received by IAMC, the excess amount shall be transferred by IAMC to the parties in the same proportions and to the same parties as the deposits were paid to IAMC, subject to any order of the Arbitral Tribunal or agreement between the parties.

36.8 All deposits shall be made to, and held by, IAMC. Such payments by the parties may be applied by IAMC to pay any item of the costs of the arbitration (including IAMC's own fees and expenses). The parties agree that IAMC shall not act as trustee and its sole duty to the parties in respect of the deposits shall be to act pursuant to these Rules. Any interest which may accrue on such deposits shall be retained by IAMC.

### **Article 37: Costs of the Arbitration**

37.1 Unless otherwise agreed by the parties, the Arbitral Tribunal shall specify in the Award the total amount of the costs of the arbitration and the apportionment of the costs of the arbitration between or among the parties.

37.2 In making its decisions as to apportionment of the costs of the arbitration between or among the parties, the Arbitral Tribunal shall take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.

37.3 The term "costs of the arbitration" includes:

- (i) the Arbitral Tribunal's fees and expenses and the Emergency Arbitrator's fees and expenses, where applicable determined in accordance with Schedule 2C;
- (ii) IAMC's Administrative Fees applicable to the aggregate of claims and counterclaims, charges for the use of IAMC's facilities and support services, and out of pocket expenses calculated in accordance with Schedule 2B; and
- (iii) the costs of any expert appointed by the Arbitral Tribunal and of any other assistance reasonably required by the Arbitral Tribunal including the fees and expenses of a Tribunal Secretary.

37.4 The Arbitral Tribunal shall have the authority to order in its Award that all or a part of the legal or other costs of a party be paid by another party.

#### **Article 38: General Rules**

38.1 For all matters not expressly provided in these Rules or the arbitration agreement, IAMC, the Arbitral Tribunal, any Tribunal Secretary and each of the parties shall act at all times in good faith, respecting the spirit of these Rules and the arbitration agreement, and shall make every reasonable effort to ensure that any Award is legally recognised and enforceable at the arbitral seat.

## **SCHEDULE 1: EMERGENCY ARBITRATION**

### **Article 1: Application for Emergency Interim Measures**

- 1.1 A party that wishes to seek emergency interim relief may, concurrent with or following the filing of an Arbitration Request under Article 6 of the Rules but prior to the constitution of the Arbitral Tribunal, file an Application for emergency interim relief (“**Application**”) with the Registrar of IAMC. The party shall, at the same time as it files the Application, send a copy of the Application to all other parties by email and in hard copy.
- 1.2 The Application shall be submitted in writing, and contain:
  - a. a description of the circumstances giving rise to the Application and the underlying dispute referred to arbitration;
  - b. the nature of relief sought;
  - c. the grounds for granting such relief;
  - d. a statement that other parties have been provided with a copy of the Application or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other parties; and
  - e. proof of payment of the requisite filing fee under these Rules.

### **Article 2: Appointment of the Emergency Arbitrator**

- 2.1 Should the Registrar choose to accept the Application, the Registrar, acting on the advice of the Governing Council, shall appoint a sole Emergency Arbitrator within a period of three (3) days from the date of receipt of the Application or as soon as possible thereafter. The decision of the Registrar to accept or reject an Application shall be final.
- 2.2 An Emergency Arbitrator shall comply with the requirements of Article 12 of the Rules. Every Emergency Arbitrator shall be, and remain, impartial and independent of the parties involved in the dispute. Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Registrar any circumstances that may give rise to justifiable doubts as to his/her independence or impartiality.
- 2.3 An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the parties.

### **Article 3: Challenge to the Emergency Arbitrator**

- 3.1 A challenge against the Emergency Arbitrator must be made to the Registrar within three (3) days from the date of receipt of the notice of appointment of the Emergency Arbitrator. A challenge may only be made on the grounds outlined in Article 13.1 of the Rules.
- 3.2 The challenge shall be decided by the Governing Council within a total period of three (3) days from the date of receipt of the challenge or as soon as possible thereafter. The Governing Council shall base its decision on written representations made by the parties and the Emergency Arbitrator, and shall render its decision in writing with reasons.
- 3.3 Should the Governing Council uphold the challenge to the Emergency Arbitrator, another Emergency Arbitrator shall be appointed by the Registrar within a period of three (3) days from the date of the decision of the Governing Council or as soon as possible thereafter, following the procedure in Article 2 of this Schedule.

### **Article 4: Mandate of the Emergency Arbitrator**

- 4.1 The Emergency Arbitrator shall have the power to order any interim relief that he or she deems necessary, including preliminary orders that may be made pending any hearing, telephone/video conference or written submissions by the parties. The Emergency Arbitrator may modify or vacate the preliminary order for good cause.

### **Article 5: Conduct of the Emergency Proceedings**

- 5.1 The Emergency Arbitrator shall, within two (2) days of his or her appointment or as soon as possible thereafter, establish a procedural timetable for consideration of the Application in consultation with the parties. In the conduct of the emergency proceedings, the Emergency Arbitrator shall be bound by the stipulations in Articles 24.1 and 24.2 of the Rules.
- 5.2 The Emergency Arbitrator shall conduct the proceedings in the manner which (s)he considers to be appropriate, taking into account the nature and the urgency of the Application. The emergency proceedings may be conducted through physical hearings,

telephone/video conferences, or written submissions. The Emergency Arbitrator shall not be required to hold oral hearings, whether in person or virtually, and may decide the claim for emergency relief based on available documentation.

#### **Article 6: Emergency Relief**

- 6.1 Any decision on the Application shall comply with the requirements in Articles 31.1, 31.2 and 31.4 of the Rules. In addition, the Emergency Award shall disclose whether the Application is admissible and whether the Emergency Arbitrator has the jurisdiction to order emergency measures.
- 6.2 The Emergency Arbitrator shall decide the Application within fourteen (14) days from the date of the Emergency Arbitrator's appointment, or the date of the decision of the Governing Council under Article 3.2 of this Schedule, as applicable or as soon as possible thereafter. In exceptional circumstances or with parties' consent, the Registrar may grant a reasonable extension of time for the Emergency Arbitrator to decide the Application.
- 6.3 The Emergency Arbitrator shall have no power to act after the Arbitral Tribunal is constituted. Any order of emergency relief shall cease to be binding on the parties if the Arbitral Tribunal is not constituted within ninety (90) days of the Emergency Award or when the Arbitral Tribunal renders a final Award or if the claim is withdrawn.

#### **Article 7: Powers of the Arbitral Tribunal in Relation to the Decision on the Application**

- 7.1 A decision on the Application may be confirmed, varied, discharged or revoked, in whole or in part, by order or Award made by the Arbitral Tribunal upon application by any party or upon its own initiative. The Arbitral Tribunal shall not be bound by the reasons given by the Emergency Arbitrator.

#### **Article 8: Compliance with Emergency Relief ordered by the Emergency Arbitrator**

- 8.1 The parties agree that any decision on emergency relief shall be binding on the parties unless such decision is varied, discharged or revoked.

#### **Article 9: Costs**

9.1 The costs associated with any Application may initially be apportioned by the Emergency Arbitrator, subject to the power of the Arbitral Tribunal to determine finally the apportionment of such costs.

**Article 10: General Rule**

10.1 The Registrar, in consultation with the Governing Council, shall have the power to decide in its discretion all matters relating to the administration of the emergency proceedings not expressly provided for in this Schedule. In all matters concerning emergency proceedings not expressly provided for in this Schedule, the Governing Council, the Registrar, and the Emergency Arbitrator shall act in the spirit of the Rules and this Schedule.



## SCHEDULE-2

### IAMC SCHEDULE OF FEES

#### A. Filing Fee

Rs.25,000 (Non-Refundable)

#### B. Administration Fee

Sum in Dispute (INR/₹)	Administration fee
Up to 50,000,000 (Up to five crores)	₹ 1,00,000
50,000,001 to 100,000,000 (Above five crores to ten crores)	₹ 1,00,000 plus 0.30% of the amount in excess of 50,000,000 (five crores)
100,000,001 to 500,000,000 (Above ten crores to fifty crores)	₹ 2,50,000 plus 0.20% of the amount in excess of 100,000,000 (ten crores)
500,000,001 to 1,000,000,000 (Above fifty crores to one hundred crores)	₹ 10,50,000 plus 0.10% of the amount in excess of 50,000,000 (fifty crores)
Above 1,000,000,000 (Above one hundred crores)	₹ 15,50,000 plus 0.05% of the amount in excess of 1,000,000,000 (one hundred crores)  Subject to a maximum of ₹ 20,00,000

Notes:

1. Administration Fee does not include the charges for facilities and support services in connection with any hearing (e.g. hire charges for hearing rooms, cost of photocopying, telephone, internet services, typing, transcription and translation services etc.) and out of pocket expenses.
2. Administration Fee for Emergency Arbitration shall be capped at 10% of fee for the applicable slab in the above Schedule, subject to a minimum of ₹50,000 (Rupees Fifty Thousand) and maximum of ₹1,00,000 (Rupees One Hundred Thousand).
3. Taxes will be charged separately, as applicable.

**Fee payable to IAMC for appointment/nomination of arbitral Tribunal/members**

- Sole Arbitrator ₹ 50,000
- Chairperson ₹ 50,000
- Per Member ₹ 25,000

Note: There will be no separate fee for appointment of Arbitral Tribunal or its members where the arbitration is administered by IAMC.

**C. Arbitrator's Fee Schedule**

**Table for Computation of Arbitral Tribunal's Fee**

<b>Sum in Dispute (INR/₹ )</b>	<b>Fee</b>
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Up to 10,000,000 (One Crore)	₹3,95,000
10,000,001 to 50,000,000 (Above one crore to five crores)	₹ 3,95,000 +1.5 % of the amount in excess over 10,000,000
50,000,001 to 100,000,000 (Above five crores to ten crores)	₹ 9,75,000 +1.0% of the amount in excess over 50,000,000
100,000,001 to 500,000,000 (Above ten crores to fifty crores)	₹ 14,75,000 + 0.50% of the amount in excess of 100,000,000
500,000,001 to 1,000,000,000 (Above fifty crores to one hundred crores)	₹ 34,75,000 +0.30% of the amount in excess over 500,000,000
1,000,000,001 to 5,000,000,000 (Above one hundred crores to five hundred crores)	₹49,75,000 + 0.20% excess over 1,000,000,000
Over 5,000,000,000 (Above five hundred crores)	₹ 1,29,75,000 + 0.10% excess over 5,000,000,000 <b>Subject to maximum of ₹ 1,75,00,000</b>

Notes:

1. The Fee calculated as per above schedule is payable to one arbitrator. In case of three-member Arbitral Tribunal, the Arbitral Tribunal's fee shall be three times the amount indicated under "Fee" column above. A presiding arbitrator shall be entitled to an additional amount of 10% on the fee payable as per the above.
2. Arbitral Tribunal's Fee for emergency arbitrations shall be capped at 10% of fee for the applicable slab in the above Schedule, subject to a minimum of ₹1,00,000/- (Rupees One Hundred Thousand) and maximum of ₹ 8,00,000/- (Rupees Eight Hundred Thousand).
3. In respect of matters referred to IAMC for arbitration by any High Court under the provisions of the Arbitration & Conciliation Act, 1996, the schedule of fees shall be determined by reference to the Fourth Schedule of Arbitration and Conciliation Act, 1996 unless otherwise directed by the concerned Court.
4. Where the hearings involve travel by the arbitrator/s, the expenses for travel, accommodation and out of pocket expenses (actuals) shall be payable in addition to the fees.
5. Taxes will be charged separately, as applicable.