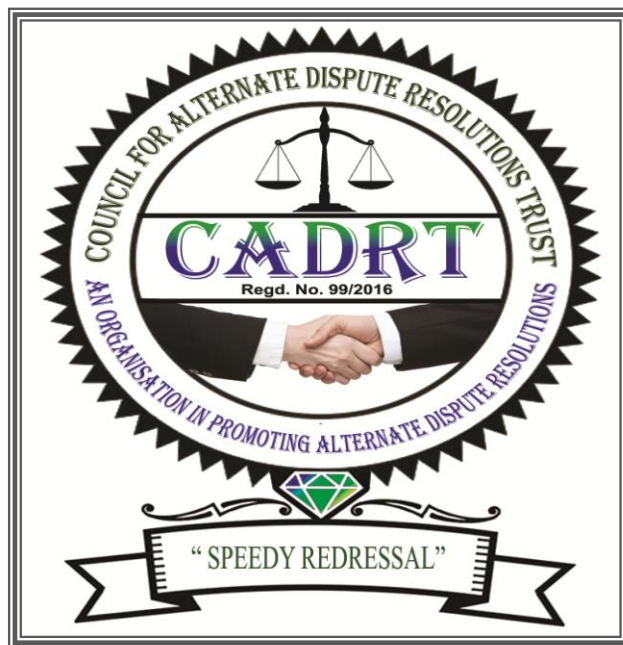


THE “CADRT” ARBITRATION RULES, 1996 (With FAST TRACK ARBITRATION)



“CADRT” COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST

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“CADRT”

COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST

On 14th-Sep-2016

“COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST –CADRT”an autonomous organization is Primarily Constituted and registered with 23 Permanent Trustees involving senior advocates.

The aim of the organization is to promote Alternate Dispute Resolutions in reconstruction of society for early settlement of grievances by application of Law and principles of natural justice and to ease the burden of cases devolved on the judiciary and to bring prompt and economic justice in resolving the disputes hinging around defined legal relationships in development of institutional arbitrations to settle the disputes through arbitration ,mediation and conciliation under "The Arbitration and Conciliation Act 1996", as amended from Time to Time including the other Statutory Acts to serve the needy and poor people involving all persons who are Professionals and Intellectuals belonging to all communities not only residing in India and also Foreign Nationals to build crime free and Peaceful Society.

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“CADRT” RULES OF ARBITRATION 1996

SCOPE OF APPLICATION & INTERPRETATIONS

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the “CADRT” and the award made in pursuance thereof shall be binding on the parties."

RULE 1 Short Title

- (i) These rules may be called the "Rules of Arbitration of the “CADRT”"
- (ii) These rules shall apply where parties have agreed in writing that
 - (a) A dispute has arisen or
 - (b) A dispute which may arise between them in respect of defined legal relationship whether contractual or not, shall be settled under the Rules of Arbitration.

RULE 2 DEFINITIONS

In these rules, the following words have the following meanings:

- (a) "**Arbitral Tribunal**" means an arbitrator or arbitrators appointed for determining a particular dispute or difference.
- (b) "**Arbitral Award**" includes an interim award.
- (c) "**Committee**" means the **Arbitration Committee** of the Council as provided for hereinafter.
- (d) "**Council**" means the “COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST – “CADRT””
- (e) "**Governing Body**"/ **Management Trustee** means **the Governing Body** "/ **Management Trustee of the “COUNCIL FOR ALTERNATIVE DISPUTE RESOLUTIONS TRUST – “CADRT””**.
- (f) "**Guidelines**" means the guidelines for arbitrators and the parties to arbitration for expeditious conduct of the arbitration proceedings, given in the Annexure to these Rules.
- (g) "**Domestic International Commercial Arbitration**" means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is
 - (a) an individual who is a national of, or habitually resident in, any country other than India or
 - (b) a body corporate which is incorporated in any country other than India or
 - (c) a company or an association or a body of individuals whose central management and control is exercised in any country other than India, or
 - (d) the Government of a foreign country.
- (g) "**Reference**" means any agreement to refer a difference or dispute, present or future, to arbitration under the Rules of the “CADRT”.
- (h) "**Party**" means a party to an arbitration agreement. It shall include any individual, firm, company, Government/Government organization or Government Undertaking.
- (I) "**Panel**" means the Panel of Arbitrators maintained by the Council.
- (J) "**Registrar**" means the Registrar for the time being appointed by the Committee and includes such other persons as the Committee may nominate for carrying out the duties of the Registrar under these rules.
- (k) "**Rules**" means the Rules of Arbitration of the Council.
- (L) "**Rules of Conciliation**" means the Rules of Conciliation of the Council.
- (M) "**Fast Track Arbitration**" means arbitration in accordance with Rule 24 B.
- (N) Words importing the singular number include, where the context admits or requires, the plural number and vice versa.
- (O) "**Guidelines**" means the guidelines for arbitrators and the parties to arbitration for expeditious conduct of the arbitration proceedings given in the Annexure to these Rules.
- (P) "**Act**" means the Arbitration & Conciliation Act, 1996 and any amendments thereof.

PART I

ARBITRATION PROCEEDINGS IN THE “CADRT”

RULE 3. By Application / Notice of request for arbitration:

1. The arbitral proceedings commence on the date on which the Application/ notice of request filed before “CADRT” and notice of request/invitation for Arbitration is received by the respondent.
2. A notice of request/ Application before “CADRT” for arbitration shall include the following:-
 - (a) A request/application that the dispute be referred to arbitration.
 - (b) The names and address of the parties to the dispute.
 - (c) A reference to the dispute out of or in relation to which the dispute has arisen.
 - (d) A reference to the arbitration by arbitration Rules and agreement relied upon.
 - (e) The general nature of the claim and where the claim is or can be quantified in terms of money, the amount of the claim.
 - (f) The relief or remedy sought.
 - (g) The preferred number of arbitrators, if not already agreed upon.
 - (h) Whether any case Pending in Court, Orders Passed or not
 - (i) Any other vital information.
 - (j) Signature of Party to the Dispute and acceptance of Authorised Signatory of “CADRT”.

RULE 4 Number of arbitrators:

- (1) Unless otherwise agreed by the parties, the arbitral tribunal shall consist of a sole arbitrator.
- (2) Where the arbitration agreement provides for an even number of arbitrators, the “CADRT” will appoint an additional arbitrator who shall be the presiding arbitrator.

RULE 5 Appointment of arbitrators:

- (1) Unless otherwise agreed by the parties, a person of any nationality may be an arbitrator.
- (2) Where the arbitration agreement provides that each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the presiding arbitrator and
 - (a) A party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party or
 - (b) The appointed arbitrators fail to agree on the presiding arbitrator within thirty days from the Date of their appointment, the appointment shall be made, upon request of a party, by the “CADRT”
- (3) In an arbitration with a sole arbitrator, if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree, the appointment shall be made, upon request of a party, by the “CADRT”.
- (4) A decision by the “CADRT” on a matter entrusted to it by sub rule (2) or sub rule (3) will be final and binding on the parties.
- (5) Upon receipt of a request under sub-clause (a) of sub-rule (2) or sub-rule (3) the “CADRT” will follow the procedure specified in Rule n 35 and
 - (a) Make the appointment as promptly as possible,
 - (b) Have regard to -
 - (i) Any qualifications required of the arbitrator by the agreement of the parties
 - (ii) such considerations as are likely to secure the appointment of an independent and impartial Arbitrator and
 - (iii) In the case of appointment of a sole or presiding arbitrator in an international commercial arbitration, the advisability of appointing a person of a nationality other than the nationalities of the parties.

- 6) A substitute arbitrator will be appointed in the same manner in which his predecessor had been appointed.
- (7) The “CADRT”, before appointing a person as arbitrator or the presiding arbitrator, will obtain a declaration in writing, in the Form specified in Schedule III, from such person that-
 - (i) No circumstances exist in terms of sub-section (1) section 12 of the Arbitration Act read with Fifth Schedule thereof that give rise to justifiable doubts as to his independence or impartiality,
 - (ii) He does not have any relationship with any of the parties to the dispute or their counsel or the subject matter of the dispute as specified in the Seventh Schedule of the Arbitration Act, and
 - (iii) Where any qualifications are required of an arbitrator by the agreement of the parties, he Possesses those qualifications.

RULE 6 Description of proposed arbitrators:

Where a party appoints an arbitrator, his full name, address and nationality and a description of his Qualifications shall be given to the other party or where the appointment is made by the “CADRT”, it shall give such information to both parties.

RULE 7 Disclosure of grounds of challenge:

An arbitrator, from the time of his appointment and throughout the arbitral proceedings shall without delay, disclose in writing to the parties and the “CADRT” any circumstances referred to in sub-rule (1) of rule 8 unless they have already been disclosed.

RULE 8. Grounds of challenge:

- (1) A party may challenge the appointment of an arbitrator or the presiding arbitrator only if –
 - (a) Circumstances exist in terms of sub-section (1) of section 12 of the Arbitration Act, read with Fifth Schedule there of that give rise to justifiable doubts as to his independence or impartiality or
 - (b) He has any relationship with any of the parties to the dispute or their counsel or the subject matter of the dispute as specified in the Seventh Schedule of the Arbitration act or
 - (c) Arbitrator does not possess the qualifications agreed to by the parties.
- (2) A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

RULE 9. Challenge procedure:

- (1) A party who intends to challenge an arbitrator shall, within fifteen days after becoming aware of the constitution of the arbitral tribunal or of any ground referred to in subrule (1) of rule 8, send a written statement of the reasons for the challenge to the arbitral tribunal and to the “CADRT”.
- (2) Unless the arbitrator challenged under sub-rule (1) withdraws from his office, or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.
- (3) If challenge under sub-rule (2) is not successful, the arbitral tribunal shall continue the arbitral proceedings and make an arbitral award.

RULE 10. Failure or impossibility to act:

- (1) The mandate of an arbitrator shall terminate if-
 - (a) He becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay and
 - (b) he withdraws from his office or the parties agree to the termination of his mandate.
- (2) If, under this rule or sub-rule (2) of rule 9, an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, it shall not imply acceptance of the validity of any ground referred to in this rule or sub-rule (1) of rule 8.

RULE 11. Termination of mandate and substitution of arbitrator:

- (1) In addition to the circumstances referred to in rule 9 or rule 10, the mandate of an arbitrator shall terminate:
 - (a) where he withdraws from office for any reason or
 - (b) by or pursuant to agreement of the parties.
- (2) Where the mandate of an arbitrator terminates, a substitute arbitrator shall be appointed in the same manner in which his predecessor had been appointed.
- (3) Where an arbitrator is replaced under sub-rule (2), any hearings previously held may be repeated at the discretion of the arbitral tribunal.
- (4) An order or ruling of the arbitral tribunal made prior to the replacement of an arbitrator shall not be invalid solely because there has been a change in the composition of the arbitral tribunal.

RULE 12. Competence of arbitral tribunal to rule on its jurisdiction:

- (1) The arbitral tribunal may rule on its own jurisdiction, including ruling on any objections with respect to the existence or validity of the arbitration agreement, and for that purpose:
 - (a) An arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract and
 - (b) A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the Invalidity of the arbitration clause.
- (2) A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than the submission of the statement of defence however, a party shall not be precluded from raising such plea merely because he has appointed, or participated in the appointment of, an arbitrator.
- (3) A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings.
- (4) The arbitral tribunal may, in either of the cases referred to in sub-rule (2) or sub- rule (3), admit a Later plea if it considers the delay justified.
- (5) The arbitral tribunal shall decide on the plea referred to in subrule (2) or sub rule (3) and, where The arbitral tribunal takes a decision rejecting the plea, continue with the arbitral proceedings and make an arbitral award.

RULE 13. Interim measures ordered by arbitral tribunal:

- (1) The arbitral tribunal may, on an application made by a party to the dispute, make an order granting any interim measure of protection listed in subsection (1) of section 17 of the Arbitration Act.
- (2) The arbitral tribunal shall have the same power for making orders, as the Court has for the purpose of, and in relation to, any proceedings before it.
- (3) An order made by the arbitral tribunal under this rule shall be enforceable under the Code of Civil Procedure, 1908 (5 of 1908) in the same manner as if it were an order of the Court.

RULE 14. Representation and assistance.

- Each party shall advise, in writing, the other party, the “CADRT” and the arbitral tribunal of
- (a) the names and addresses of persons who will represent or assist him, and
 - (b) the capacity in which those persons will act.

RULE 15. Equal treatment of parties.

The parties shall be treated with equality and each party shall be given due opportunity to present his case.

RULE 16. Determination of rules of procedure.

- (1) Subject to these rules, the arbitral tribunal may conduct its proceedings in the manner it considers appropriate.
- (2) The power of the arbitral tribunal under sub-rule (1) includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

RULE 17. Place of arbitration. ¹

- (1) The place of arbitration shall be HYderabad or such other place where any of the Regional Offices of “CADRT” is situated /as the parties may agree and Provided that failing any agreement between the parties, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including convenience of the parties.
- (2) The arbitral tribunal may, after consulting the “CADRT”, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property.

RULE 18. Language:

- (1) Where the arbitration agreement does not provide for the language to be used in the arbitral proceedings, the arbitral tribunal shall determine the language or languages to be used in the arbitral proceedings.
- (2) The agreement or determination, unless otherwise specified, shall apply to any written statement by a party, any hearing and any arbitral award, decision or other communication by the arbitral tribunal.
- (3) The arbitral tribunal may order that any documentary evidence shall be accompanied by a translation by the parties or determined by the arbitral tribunal into the language agreed upon.

RULE 19. Statements of claim and defence:

- (1) Within thirty days of the constitution of the arbitral tribunal, the claimant shall send to the arbitral tribunal and the respondent a statement of the facts supporting his claim, the points at issue and the relief or remedy sought, and the respondent shall, within thirty days after receipt of statement of claim shall send his counter claim to the arbitral tribunal and the claimant as:
 - (a) His statement of defence in respect of these particulars
 - (b) A statement of facts supporting his counter claim or a plea for set-off, if any, the points at issue and the relief or remedy sought.
- (2) Within fifteen days of the receipt of statement of defence of the respondent and of the statement referred to in clause (b) of sub-rule (1), the claimant shall send to the arbitral tribunal and the respondent his rejoinder to the said statement of defence and his statement of defence to counter claim [or plea for set-off].
- (3) Within fifteen days of the receipt of statement of defence to the counter claim, the respondent shall send to the arbitral tribunal and the claimant his rejoinder to the said statement.
- (4) The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.
- (5) Either party may amend or supplement his claim or defence during the course of the arbitral proceedings, unless the arbitral tribunal considers it appropriate to allow the amendment or supplement having regard to the delay in making it.

RULE 20. Hearings and written proceedings:

- (1) The arbitral tribunal may hold a pre-hearing proceeding-
 - (a) To discuss with the parties the procedure to be followed in the arbitration,
 - (b) To fix or determine any periods of time referred to in these rules,
 - (c) To discuss hearing dates, and
 - (d) To determine any other matter required or permitted under these rules to help to ensure the efficient progress of the arbitral proceedings.
- (2) The arbitral tribunal will decide whether to hold oral hearing for the presentation of evidence or For oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials Provided that the arbitral tribunal will hold oral hearing at an appropriate stage of the proceedings on a request by a party, unless the parties have agreed that no oral hearing shall be held. Provided further that the arbitral tribunal shall, as far as possible, hold oral hearings for the presentation of evidence or for oral argument on day-to-day basis, and not grant any adjournments unless sufficient cause is made out, and may impose costs including exemplary costs on the party seeking adjournment without any sufficient cause .
- (3) The parties shall be given advance notice of any hearing and of any meeting of the arbitral tribunal for the purposes of inspection of documents, goods or other property.
- (4) All statements, documents or other information supplied to, or applications made to the arbitral Tribunal by one party, shall be communicated to the other party, and any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be communicated to the parties.
- (5) If a party intends to give evidence through a witness, he shall, within the time determined by the arbitral tribunal, communicate to the tribunal and to the other party-
 - (a) the names and addresses of the witnesses he intends to present, and
 - (b) the subject upon which, and the language in which, those witnesses will give their testimony.
- (6) The arbitral tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if :
 - (a) Either is deemed necessary by the tribunal under the circumstances of the case or
 - (b) The parties have agreed to it and have communicated such agreement to the tribunal at least thirty days before the hearing.

RULE 21. Default of a party : Where, without showing sufficient cause:

- (a) The claimant if fails to submit his statement of claim in accordance with sub-rule (1) of rule 19, the arbitral tribunal shall terminate the proceedings;
- (b) The respondent fails to submit his statement of defence or the claimant fails to submit his defence to the counter-claim in accordance with rule 19, the arbitral tribunal shall continue the proceedings without treating that failure in itself as an admission of the allegations made in the statement of claim or of counterclaim as the case may be [and shall have the discretion to treat the right of the respondent or, as the case may be, of the claimant to file such statement of defence or counterclaim as having been forfeited].
- (c) A party fails to appear at an oral hearing or to produce witness or documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.

RULE 22. Appointment of expert by arbitral tribunal.

- (1) The arbitral tribunal may :
 - (a) Appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal and

- (c) Require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.
- (2) 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 put questions to him and to present expert witnesses in order to testify on the points at issue.
- (4) The expert shall, on the request of a party, make available to that party for examination of all documents, goods or other property in the possession of the expert with which he was provided in order to prepare his report.

RULE 23. Rules applicable to substance of dispute

- (1) Where the place of arbitration is situate in India:
 - (a) In an arbitration other than an international commercial 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;
 - (b) In an international commercial arbitration,
 - (i) The arbitral tribunal shall decide the dispute in accordance with the rules of law designated by the parties as applicable to the substance of the dispute;
 - (ii) Any designation by the parties of the law or legal system of a given country shall be construed, unless otherwise expressed, as directly referring to the substantive law of that country and not to its conflict of laws rules
 - (iii) failing any designation of the law under clause (a) by the parties, the arbitral tribunal shall apply the rules of law it considers to be appropriate given all the circumstances surrounding the dispute.
- (2) The arbitral tribunal will decide ex aequo et bono or as amiable compositeur only if the parties have expressly authorised it to do so.
- (3) The arbitral tribunal shall, in all cases, while deciding and making an award, take into account the terms of the contract and trade usages applicable to the transaction.

RULE 24. Decision making by arbitral tribunal:

- (1) In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made by a majority of all its members.
- (2) Notwithstanding sub-rule (1), if authorized by the parties or all the members of the arbitral tribunal, questions of procedure may be decided by the presiding arbitrator.

RULE 24A. Time Limit for arbitral award:

- (1) The arbitral award shall be made within a period of twelve months from the date the arbitral tribunal enters upon the reference.

Explanation.- For the purposes of this rule, an arbitral tribunal shall be deemed to have entered upon the reference on the date on which the arbitrator or all the arbitrators, as the case may be, have received notice, in writing, of their appointment.
- (2) If the award is made within a period of six months from the date the arbitral tribunal enters upon the reference, the arbitral tribunal shall be entitled to receive such amount of additional fees as the parties may agree
- (3) The parties may, by consent, extend the period specified in sub-rule (1) for making award for a further period not exceeding six months.
- (4) If the award is not made within the period specified in sub rule (1) or the extended period specified under sub-rule (3), the mandate of the arbitrator(s) shall terminate unless the Court has, either prior to or after the expiry of the period so specified, extended the period under sub-section (4) of section 24 A of the Arbitration Act, Provided that while extending the period under that sub-section, if the

Court finds that the proceedings have been delayed for the reasons attributable to the arbitral tribunal, then, it may order reduction of fees of arbitrator(s) by not exceeding five per cent. for each month of such delay.

- (5) The extension of period referred to in the aforesaid sub-section (4) of section 24A may be on the application of any of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the Court.
- (6) While extending the period referred to in the aforesaid subsection (4) of section 24A, it shall be open to the Court to substitute one or all of the arbitrators and if one or all of the arbitrators are substituted, the arbitral proceedings shall continue from the stage already reached and on the basis of the evidence and material already on record, and the arbitrator(s) appointed under the said section 24A shall be deemed to have received the said evidence and material.
- (7) In the event of arbitrator(s) being appointed under the said section 24A, the arbitral tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed arbitral tribunal.
- (8) It shall be open to the Court to impose actual or exemplary costs upon any of the parties under the said section 24A.
- (9) The provisions of sub-section (9) of section 24A of the Arbitration Act shall apply to an application filed under sub-rule (5).

24B. CADRT Fast track Arbitration procedure.—

- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):—
 - (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and Submissions filed by the parties without any oral hearing;
 - (b) The arbitral tribunal shall have power to call for any further information or clarification from the Parties in addition to the pleadings and documents filed by them;
 - (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues.
 - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 4) The award under this section shall be made within a period of 15 days to 1month from the date the arbitral tribunal enters upon the reference.
- (4) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of section 24A shall apply to the proceedings.
- (5) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

RULE 25. Settlement:

- (1) If, during arbitral proceedings, the parties settle the dispute, [in terms of section 29 of the Arbitration Act 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.
- (2) An arbitral award on agreed terms shall be made in accordance with rule 26 and shall state that it is an arbitral award.
- (3) An arbitral award on agreed terms shall have the same status and effect as any other arbitral award.

RULE 26. Form and contents of arbitral award:

- (1) An arbitral award shall be made in writing and shall be signed by the members of the arbitral tribunal.
- (2) For the purposes of sub-rule (1), in arbitral proceedings with more than one arbitrator, the 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.
- (3) The arbitral award shall state the reasons upon which it is based, unless
 - (a) the parties have agreed that no reasons are to be given, or
 - (b) the award is an arbitral award on agreed terms under rule 25.
- (4) The arbitral award shall state its date and the place of arbitration referred to in rule 17 and the award shall be deemed to have been made at that place.
- (5) After the arbitral award is made, a signed copy thereof shall be delivered to each party.
- (6) The arbitral tribunal shall deposit the original award, together with record of the arbitration proceedings, with the "CADRT" authorizing it to cause the award to be filed in the court of competent jurisdiction when required.
- (7) Where so requested by a party, the arbitral tribunal may, at any time during the arbitral proceedings, make an interim arbitral award on any matter with respect to which it may make a final arbitral award.

RULE 27. Interest on sums awarded.

- (1) Where and in so far as an arbitral award is for the payment of money, the arbitral tribunal may include in the sum for which the award is made interest, at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made.
- (2) A sum directed to be paid by an arbitral award shall, unless the award otherwise directs, carry interest at the rate of two percent higher than the current rate of interest prevalent on the date of award, from the date of award to the date of payment.

Explanation.- The expression "current rate of interest" shall have the same meaning as assigned to it under clause (b) of section 2 of the Interest Act, 1978 (14 of 1978)

RULE 28. Costs:

- (a) The costs of arbitration shall be fixed by the arbitral tribunal.
- (b) The fees and charges to be included in the costs shall be as specified in Schedule-I.
- (c) The arbitral tribunal shall determine which party shall bear the costs taking into account ²[the provisions of subsections (2) to (5) of section 31A of the Arbitration Act the circumstances of the case and may apportion the costs between the parties if it is reasonable to do so the arbitral tribunal may also determine whether costs are payable by one party to another party as provided in section 31A(1)(a) of the Arbitration Act 1996.

Explanation- For the purpose of clause (a), "**costs**" means reasonable costs relating to

- (i) The fees and expenses of the arbitrators and witnesses,
- (ii) Legal fees and expenses,
- (iii) The administrative fees and charges of the "CADRT", and
- (iv) Any other expenses incurred in connection with the arbitral proceedings and the arbitral award.

RULE 29. Termination of proceedings:

- (1) The arbitral proceedings shall stand terminated on making of the final arbitral award or by an order of the arbitral tribunal under sub-rule (2).
- (2) The arbitral tribunal shall make an order for the termination of the arbitral proceedings where-
 - (a) The claimant withdraws his claim, unless the respondent objects to the order and the arbitral tribunal recognizes a legitimate interest on his part in obtaining a final adjudication of the dispute,

- (b) The parties agree on the termination of the proceedings, or
- (c) The arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
- (3) The arbitral tribunal shall send a copy of the order made under sub-rule (2) to each party.
- (4) Upon termination of the arbitral proceedings, the arbitral tribunal shall send the file of the case containing the record of the arbitral proceedings and the arbitral award or the order made under sub-rule (2) to the “CADRT” office records.
- (5) Subject to rule 30 and any order of court of competent jurisdiction in proceedings before it in respect of the award, the mandate of the arbitral tribunal shall terminate with the termination of the arbitral proceedings.

RULE 30. Correction and interpretation of award: Additional award.

- (1) Within thirty days from the receipt of the arbitral award, (a) A party, with notice to the other party, may request the arbitral tribunal to correct any computation errors, any clerical or typographical errors or any other errors of a similar nature occurring in the award
- (c) if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.
- (2) If the arbitral tribunal considers the request made under subrule (1) to be justified it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the arbitral award.
- (2) The arbitral tribunal may correct any error of the type referred to in clause (a) of sub-rule (1), on its own initiative, within thirty days from the date of the arbitral award.
- (3) A party, with notice to the other party, may request, within thirty days from the receipt of the arbitral award, the arbitral tribunal to make an additional arbitral award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- (4) If the arbitral tribunal considers the request made under subrule (4) to be justified, it shall make the additional arbitral award within sixty days from the receipt of such request.
- (5) The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction
- (6) Give an interpretation or make an additional arbitral award under sub-rule (2) or sub-rule (5).
- (7) Rule 26 shall apply to a correction or interpretation of the arbitral award or to an additional arbitral award made under this rule.

RULE 31. Deposits.

- (1) The arbitral tribunal will, upon its constitution, in consultation with the “CADRT”, direct each party to deposit with the “CADRT” an equal amount as an advance for the costs referred to in rule 28, which it expects will be incurred, Provided that where, apart from the claim, a counter-claim has been submitted to the arbitral tribunal, it may fix separate amount of deposit for the claim and counter-claim.
- (2) During the arbitration proceedings, the arbitral tribunal may, in consultation with the “CADRT”, direct supplementary deposits with the “CADRT” in an equal amount from each party for the costs referred to in sub-rule (1).
- (3) If the required deposits under sub-rules (1) and (2) are not made in full in respect of the claim or counter-claim within thirty days, the arbitral tribunal will inform the parties in order that one or the other party may make the required deposit and if the required deposit is not made, the arbitral tribunal may suspend the proceedings or may make a written declaration of termination of the proceedings to the parties, effective on the date of that declaration as regards the claim or counterclaim for which the deposit is not made.
- (4) The “CADRT” shall hold any deposits required under this rule.
- (5) The “CADRT” may, from time to time, pay to the arbitral tribunal from any deposit it holds under this rule any amount it considers reasonable and appropriate for fees earned or expenses incurred by the tribunal

in the arbitral proceedings.

- (6) Upon termination of the arbitral proceedings, the “CADRT” shall, in accordance with the final award, apply any deposits it holds to the costs of the proceedings, render an accounting to the parties of the deposits received and applied and return any unexpended balance to the parties.

31A. Regime for costs.—(1) In relation to any arbitration proceeding or a proceeding under any of the provisions of this Act pertaining to the arbitration, the Court or arbitral tribunal, notwithstanding anything contained in the Code of Civil Procedure, 1908 (5 of 1908), shall have the discretion to determine—

- (a) whether costs are payable by one party to another;
- (b) the amount of such costs; and
- (c) when such costs are to be paid.

Explanation.—For the purpose of this sub-section, “costs” means reasonable costs relating to—

- (i) the fees and expenses of the arbitrators, Courts and witnesses;
- (ii) legal fees and expenses;
- (iii) any administration fees of the institution supervising the arbitration; and
- (iv) any other expenses incurred in connection with the arbitral or Court proceedings and the arbitral award.

(2) If the Court or arbitral tribunal decides to make an order as to payment of costs,—

- (a) The general rule is that the unsuccessful party shall be ordered to pay the costs of the successful party; or
- (b) the Court or arbitral tribunal may make a different order for reasons to be recorded in writing.

(3) In determining the costs, the Court or arbitral tribunal shall have regard to all the circumstances, including—

- (a) the conduct of all the parties;
- (b) whether a party has succeeded partly in the case;
- (c) whether the party had made a frivolous counterclaim leading to delay in the disposal of the arbitral proceedings; and
- (d) whether any reasonable offer to settle the dispute is made by a party and refused by the other party.

(4) The Court or arbitral tribunal may make any order under this section including the order that a party shall pay—

- (a) a proportion of another party’s costs;
- (b) a stated amount in respect of another party’s costs; 19 (c) costs from or until a certain date only;
- (d) costs incurred before proceedings have begun;
- (e) costs relating to particular steps taken in the proceedings;
- (f) costs relating only to a distinct part of the proceedings; and
- (g) interest on costs from or until a certain date.

(5) An agreement which has the effect that a party is to pay the whole or part of the costs of the arbitration in any event shall be only valid if such agreement is made after the dispute in question has arisen.

RULE 32. Administrative assistance:

The “CADRT” will arrange the administrative assistance specified in Part II if-

- (a) the parties designate the “CADRT” for arranging such assistance, in the arbitration agreement:
- (b) the parties, or the arbitral tribunal with the consent of the parties, request the “CADRT” to arrange such assistance.

PART-II

CADRT ASSISTANCE PROCEDURES UNDER THE ARBITRATION RULES

RULE 33. Assistance for procedures under the rules.

To facilitate the conduct of arbitral proceedings that the parties have agreed to conduct under the Arbitration Rules, 1996 the “CADRT” will-

- (a) Execute the functions of the appointing authority whenever-
 - (i) The “CADRT” has been so designated by the parties in the arbitration clause of their contract or in a separate agreement, or
 - (ii) the parties have agreed to submit a dispute to the “CADRT” under the Arbitration Rules without specifically designating it as the appointing authority and
- (d) To provide the administrative assistance herein specified when required by the agreement, or when requested by all parties, or by the arbitral tribunal with the consent of the parties.

RULE 34 Maintenance of the registry.

- (1) On receiving a request in pursuance of rule 5(2) or 5(3), the “CADRT” will register the request and intimate in writing to the parties the registration number of the case which shall be quoted by the party while making any subsequent communication to the “CADRT” and the arbitral tribunal.
- (2) The “CADRT” will scrutinize every request and the documents, make necessary entries in the register and prepare a file of the case.

RULE 35 Assistance as recommending or appointing authority.

- (1) On receipt of a request to appoint an arbitrator in pursuance of [rule 5(2)(a) or 5(3)], the “CADRT” will follow the following procedure-
 - (i) The “CADRT” will communicate to each party a list containing the names, addresses, nationalities a description of qualifications and experience of at least three individuals from the panel of arbitrators;
 - (ii) within thirty days following the receipt of the list, a party may delete any name to which he objects and after re-numbering the names in the order of his preference, return the list to the “CADRT”.
 - (ii) on receipt of the list returned by the party, the “CADRT” will appoint the arbitrator from the list taking Into account the order of preference indicated by the parties.
 - (iii) If for any reason the appointment cannot be made according to the procedure specified in clauses (i) to (iii), the “CADRT” may appoint the arbitrator from the panel of arbitrators.
- (3) In appointing an arbitrator the “CADRT” will have regard to the matters referred to in 1[rule 5(5)(b)] And will carefully consider the nature of the dispute in order to include in the list, persons having appropriate professional or business experience, language ability and nationality.
- (4) All appointments on behalf of the “CADRT” will be made by the Executive Trustee/ Secretary and in his absence by such member of the Governing body as is designated by the Chairman Provided that where the Executive Trustee/ Secretary is to be appointed as the arbitrator, the appointment will be made by the Chairman.

RULE 35A. Model Guidelines for expeditious conduct of arbitration proceedings:

An Arbitrator appointed under rule 35 and the parties to the dispute shall observe the Guidelines specified in Schedule IA for the purposes of expeditious conduct of arbitration proceedings under these rules.

RULE 36. Administrative assistance.

- (1) The “CADRT” may provide the administrative assistance specified in this Part-
 - (a) upon the request of the parties.
 - (b) upon the request of the arbitral tribunal with the consent of the parties;
 - (c) if the parties designate the “CADRT” for providing such assistance.
- (2) All oral or written communications from a party to the arbitral tribunal, except at the arbitral proceedings, may be directed to the “CADRT” which will transmit them to the arbitral tribunal and where appropriate to the other party.
- (2) Agreement by the parties that the “CADRT” will provide the administrative assistance, constitutes consent by the parties that, for purposes of compliance with any time requirements of the rules, any written communications shall be deemed to have been received by the addressee when received by the “CADRT” When transmitting communications to a party, the “CADRT” will do so to the addresses provided by each of them to the “CADRT” for this purpose.
- (4) The “CADRT” will also assist in the exchange of information.
- (5) The “CADRT” will assist the arbitral tribunal to establish the date, time and place of meetings and will give the parties advance notice of such meetings.
- (6) The “CADRT” will provide a court room and retiring rooms for the arbitral tribunal and the parties or their counsel in the offices of the “CADRT” on the charges set out in Schedule I. These charges will be billed separately and are not included in the fee for administrative assistance. However, where these facilities are provided in any place other than the offices of the “CADRT”, the charges will be determined by the “CADRT” and billed separately in each case.
- (7) Upon request, the “CADRT” will make arrangements for reporter transcripts of the arbitral proceedings or hearings. The cost of reporter transcripts will be determined by the “CADRT” and billed separately and is not included in the fee for administrative assistance.
- (8) Upon request, the “CADRT” will make arrangements for the assistance of interpreters or translators and the cost in respect thereof will be determined by the CADRT and billed separately and is not included in the fee for administrative assistance.
- (9) (a) The “CADRT” will hold advance deposits to be made towards the cost of the arbitral proceedings.
 - (b) On termination of the arbitral proceedings, the “CADRT” will apply the proceeds of the advance deposits towards any of its unpaid administrative fees and charges and the costs of the arbitral proceedings and will render an accounting to the parties of the deposits received and applied and return any unexpended balance to the parties.
- (9) (a) Upon request, the “CADRT” will provide other appropriate administrative assistance and the costs of which will be determined by the “CADRT” and billed separately and are not included in the fee for administrative assistance.
 - (b) The kinds of assistance which can be provided are as follows:-
 - i) secretarial assistance and clerical assistance;
 - (ii) long distance and local telephone access and telex and telecopier facilities;
 - (iv) photocopying and other usual office assistance.
- 10 (a) The “CADRT” may require the party requesting one or more of the assistance referred to in sub-rule (6),(7),(8) or (10) to deposit an amount specified by it as advance towards the costs of such assistance
 - (b) The “CADRT” may also require the parties to make supplementary deposits towards the costs of

the assistance referred to in clause (a)

(c) If the required deposit under clause (a) or clause (b) is not made in full within the time specified by the CADRT

The “CADRT” may not provide the assistance requested for:

RULE 37. Administrative fees.

- (1) The fee of the “CADRT” for making appointment of arbitrators and for providing administrative assistance, other than those specified in sub-rules (6),(7), (8) and (10) of rule 36, is based upon the amount in dispute as disclosed when the statement of claim is submitted to the “CADRT” in pursuance of sub-rule (1) of rule 19 Items A.I. (1), B.I.(1) and(2) of Schedule I contains the “CADRT”s schedule of fees and charges.
- (2) Where the “CADRT” is requested to act as appointing authority under rule 5(2) or 5(3), the requesting party shall pay the “CADRT” a nonrefundable fee at the time of the request. This fee is separately set out in Schedule I as item A.I.(2), B.I.(2) and C.I.(2).
- (3) The Arbitration Rules provide that the costs of arbitration include the costs of the administrative fees or charges of the “CADRT” [rule28(a)]. These costs are borne equally by the parties unless the arbitral award provides for a different apportionment [rule 28(b)].

SCHEDULE-I

CADRT DOMESTIC COMMERCIAL ARBITRATION

- I. Administrative fees: referred to in rule 37(1) and 37(2)
- (1) Fee referred to in rule 37 (1)-(CADRT acts as appointing authority / Governing body /Management Trustee and administrator)
- (2) Charges for Administration of the Trust and Fees of ONE Arbitrator

Amount in Dispute	Arbitrator’s Fee	Administrative Fee
The Total claim amount in Dispute does not exceed Rs.5lakhs	Rs.20,000	Rs.5,000
The Total claim amount in exceeds Rs.5 Lakhs and do not exceed Rs.10 lakhs	Rs.20,000 plus 2.5% of the amount which exceeds 5 Lakhs	Rs.10,000
The Total claim amount exceeds Rs.10 Lakhs and do not exceed Rs.25 lakhs	30,000 plus 2% of the amount which exceeds Rs.10 Lac	Rs.15,000
The Total claim amount exceeds Rs.25 Lakhs and do not exceed Rs.50 lakhs	60,000 plus 1.5% of the amount which exceeds Rs.25 Lac	Rs.20,000
The Total claim amount exceeds Rs.50 Lakhs and do not exceed Rs.1 Crore	100,000 plus 1 % of the amount which exceeds Rs.50 Lac	Rs.40,000
The Total claim amount exceeds Rs.1Crore and do not exceed Rs.5Crores	150,000 plus 0.50% of the amount which exceeds Rs.1Crore	Rs.50,000
The Total claim amount exceeds 5 Crores and do not exceed Rs.10 Crores	200,000 plus 0.25% of the amount which exceeds Rs.5 Crores	Rs.75,000
The Total claim amount exceeds Rs.10 Crores and do not exceed Rs.50 Crores	300,000 plus 0.25% of the amount which exceeds10 Crores	Rs.100,000
<i>Fee for a Arbitral Tribunal where total number of Arbitrators is THREE</i>		50% extra over and above the fee for One Arbitrator
<i>Fee for a Arbitral Tribunal where total number of Arbitrators is FIVE</i>		100% extra over and above the fee for One Arbitrator
Where the Dispute cannot be expressed in terms of money		Trust shall determine the Fee in each case separately.

Rule 31 COST OF DOMESTIC ARBITRATION: COST IS TO BE PAID BY EITHER PARTY TO THE DISPUTE

The fees, costs and expenses incidental to the reference and the award shall include the following

Administrative fees: referred to in rule 37(1) and 37(2) -(CADRT acts as appointing authority / Governing body /Management Trustee and administrator)

(1) Registration Fee :

The **Registration** fee shall be payable with regard to the amount in dispute in each case as hereunder.

The registration fee will not be refunded and becomes the property of the “CADRT” . Rs1.5,000/- upto Rs. One Crore claim and Rs.30,000/- more than Rs. One Crore claim.

(2) **Charges for Advocate, if engaged from the Panel of Trust**

Rs.2,000 for drafting & filing or Reply or Counter Claim and Rs. 2,000 for Replication or Rejoinder
Rs.1,000 for each day or part there of for representing the client before the Arbitration Tribunal. if
any, shall be additionally charged from client, depending upon each case separately.

(3) **Charges for Arbitration Place (Venue) and Trust Observer (Clerk)**

Rs.2,500 for Venue and Rs1,000 –Rs.15,00/-for Trust Observer, for One day or part thereof, if the
Venue is at the office of the Trust and if the Venue is at the option of parties, the charges will be
discussed and determined in each case separately according to the Arbitration schedule the
venue is arranged and Rs. 4,000/- for one day or part thereof plus Rs.500/- Wi-fi charges for
two hours (Optional) plus Rs. 500/- Documentation Camera charges for two hours (optional) plus
Rs. 1,000/- Stenographic service charges (optional) Note : Where the facilities are provided in a
place other than in ICADR's offices, the charges will be determined in each case and billed
separately.

4) It is subject to revision from time to time as deemed fit by the Hon’ble Chairman/ Executive
Trustee and Governing Body or Management Trustees of “CADRT” include the venue,
stenographic, transportation, lodging and boarding , Documentation and all other charges
as applicable

5) However, in exceptional cases the CADRT/ mediator/Conciliators may fix consolidated amount
as fee of the **CADRT nominated** mediator/Conciliators.

C. CADRT INTERNATIONAL COMMERICIAL ARBITRATION

**COST /FEE SCHEDULE OF INTERNATTIONAL ARBITRATION: COST IS TO BE PAID BY EITHER PARTY
TO THE DISPUTE:**

(1) A Non-Refundable Registration Fee: U.S Dollars 1,650 plus applicable tax.

(2) Schedule of Arbitration Costs:

Amount of Claim & Counter Claim (in US Dollars)	Arbitrator's fee for each Arbitrator (In US Dollars)	“CADRT” Administrative Charges (In US Dollars)
Up to 50,000	3,000	1,500
From 50,001 to 1,00,000	3,000 plus 4% of amount above 50,000	2,000 plus 2% of amount above 50,000
From 1,00,001 to 5,00,000	5,000 plus 2% of amount above 1,00,000	3,000 plus 0.5% of amount above 1,00,000
From 5,00,001 to 10,00,000	11,000 plus 1.5% of amount above 5,00,000	6,000 plus 0.4% of amount above 5,00,000
above 10,00,000	15,000 plus 1% of amount above 10,00,000	13,000 plus 0.3% of amount above 10,00,000
Fee for a Arbitral Tribunal where total number of Arbitrators is THREE		50% extra over and above the fee for One Arbitrator
Fee for a Arbitral Tribunal where total number of Arbitrators is FIVE		100% extra over and above the fee for One Arbitrator
Where the Dispute cannot be expressed in terms of money		Trust shall determine the Fee in each case separately.

In addition to the Arbitrator's Fee and Administrative Charges referred to herein above, the

parties shall also deposit any applicable taxes thereon including the requisite stamp duties. The Tribunal will be entitled to receive a Special Fee of much of USD 150 plus applicable taxes per hearing for providing facilities of hearing rooms, secretarial assistance in advance initially for 10 sittings. Such expenses shall be deposited by the parties in advance as demanded by the Registrar from time to time.

- (3) **Emergency Arbitrator's Fee:** The Emergency Arbitrator's Fee shall be between US Dollars 1650 to 2000 as may be fixed by the Registrar in consultation with the Chairman of the Arbitration Committee and in his absence the Committee. Such fee shall be deposited by the party applying for the appointment of the emergency arbitrator within seven days of the date of demand.
- (4) Other Costs, charges and expenses shall also include all costs, charges and expenses on account of travelling, boarding, lodging of Arbitrators, witnesses, experts including stamp duty charges, legal charges and fees, conference hall charges, conveyance, refreshments, photocopying charges incurred or to be incurred in connection with the arbitration proceedings and the award, which shall be deposited by the parties within 7 days from the date of demand made by the Registrar from time to time. The determination of such costs, charges and expenses by the Registrar shall not be questioned by any party and the failure of payment thereof shall result in suspension of arbitration proceedings until the payments are made.
- (5) The Registrar in consultation with the Chairman and in his absence the Committee, shall be entitled to fix additional arbitrators fees over and above the Schedule here in above for arbitrators residing out of India.
- (6) In the event a party appoints or requests appointment of an Arbitrator who resides outside India, the cost of boarding and lodging and travelling of such an Arbitrator by such party at whose instance such appointment is made, shall be borne by the concerned party.
- (7) The arbitrator and/or the Emergency Arbitrator's fee shall be paid at the rate of exchange at which such fee was received by the TRIBUNAL subject to such deductions as may be required to be made by any rules, regulations or laws as then prevailing.
- (8) Any dispute or differences raised by any party or any member of the Bench in relation to the payment concerning the applicable rate of exchange shall be referred to the Registrar, The Registrar in consultation with the Chairman and in his absence the Committee shall decide on the said matter. The decision so communicated by the Registrar shall be binding on all concerned.
- (9) If the arbitration proceedings is terminated by the act or default of any of the parties after constitution of arbitral Bench and before the award is made, any fee and/or charge deposited by the parties shall not be refunded.

SCHEDULE II

MODEL GUIDELINES FOR ARBITRATORS AND THE PARTIES FOR EXPEDITIOUS CONDUCT OF ARBITRATION PROCEEDINGS

1. The arbitrators and the parties to the dispute shall follow these guidelines to ensure economic and expeditious disposal of arbitration cases

For Arbitrators

2. The arbitrators must take up the arbitration expeditiously on receipt of the request from the "CADRT" and should also complete the same with reasonable despatch. Serious efforts should be made to settle arbitration cases expeditiously within a period of one year where the amount of claim exceeds 1 crore and within a period of 6 months where the amount of claim is less than Rs. 1 crore.
 - (a) The Arbitrator(s) shall submit the details of progress of arbitration proceedings pursued with periodical report to the Arbitration Committee of "CADRT" as applicable i.e., 3 to 6 months
 - b) The Arbitration Committee may, where necessary, shall give suggestions to the Arbitrator(s) concerned to expedite the proceedings in the circumstances of the cases
3. When accepting his mandate, the arbitrator shall be able to perform his task with the necessary competence according to his professional qualifications.
4. When accepting his appointment, the arbitrator shall give a declaration in writing, in the Form specified in Schedule-III as under: -
 - (i) No circumstances exist in terms of sub-section (1) of section 12 of the Arbitration Act read with Fifth Schedule thereof that give rise to justifiable doubts as to his independence or impartiality,
 - (ii) He does not have any relationship with any of the parties to the dispute or their counsel or the subject matter of the dispute as specified in the Seventh Schedule of the Arbitration Act, and
 - (iii) where any qualifications are required of an arbitrator by the agreement of the parties, he possesses those qualifications. Where necessary due to supervening facts, this declaration shall be repeated in the course of the entire arbitral proceedings until the award is filed].
5. Where facts that should have been disclosed are subsequently discovered, the arbitrator may either withdraw or be challenged or the "CADRT" may refuse to appoint him in other arbitral proceedings on this ground.
6. The arbitrator may at all stages suggest the possibility of a settlement to the parties but may not influence their decision by indicating that he has already reached a decision on the dispute.
7. In the course of the arbitral proceedings, the arbitrator shall refrain from all unilateral contact with the parties or their counsel which is not notified to the "CADRT" so that the "CADRT" can inform the other parties and arbitrators.
8. The arbitrator shall refrain from giving the parties, either directly or through their counsel and the notice of decisions in the evidence taking place or on the merits. The notice of these decisions may be given exclusively by the "CADRT".
9. The arbitrator shall neither request nor accept any direct arrangement on costs or fees with

the party which has designated him. The arbitrator is entitled to reimbursement of expenses and a fee as exclusively determined by the “CADRT” according to its Schedule of Fees, which are deemed to have been agreed by the arbitrator when accepting his mandate.

10. The arbitrator shall encourage a serene and positive development of the arbitral proceedings. In particular, he shall decide on the date and manner of the hearings in such a way as to allow both parties to fully participate therein, in compliance with the principle of equal treatment and opportunity as specified in rule 15.
11. The first hearing of the arbitral tribunal should be convened within 15 days of the receipt of the complete reply of the respondent when the arbitral tribunal may issue necessary directions. Admission and denial of the documents may be got done expeditiously. Issues if any to be framed, may be done at the same or at the next hearing. The arbitrators should make efforts to hold arbitration hearings continuously on day-to-day basis during office hours.
12. The parties should be asked to furnish a list of their witnesses, if any, in advance and they should be asked to file affidavits of witnesses on the date fixed for evidence preferably within a week of the settlement of issues. Cross examination of such of the deponent's witnesses whose presence is demanded by the opposite party should be completed at a hearing to be fixed within 15 days.
13. Adjournments of duly fixed hearing should not be granted except for unavoidable reasons which should be spelt out in the adjournment order.
14. Arguments preferably should be heard within 15 days of the completion of evidence, to be followed by submission of written arguments, if any.
15. The Arbitrator should make the award expeditiously after the close of the hearings, preferably within 30 days.
16. The arbitrator who does not comply with the provisions of these guidelines may be replaced by the “CADRT” in consultation with the parties. Where it is not appropriate to replace the arbitrator in order not to cause delay in the arbitral proceedings, the “CADRT” may also take such action after the conclusion of the arbitral proceedings, by refusing to appoint him in subsequent arbitral proceedings.

FOR PARTIES

17. The claimant should file the applications or demand for arbitration to the “CADRT” with all the information and papers as per Rules, full statement of claim and copies of documents relied upon, in 3 sets in case of a Sole Arbitrator and in 5 sets in case of three arbitrators.
18. The respondent should file his reply to the claim with complete information and documents relied upon, in 3 or 5 sets as above as early as possible within the prescribed time. Fresh documentation/ claims should not be entertained at a later stage of the proceedings unless the arbitral tribunal is satisfied about the reasons for granting such permission.
19. If any party to arbitration, particularly in cases where any arbitrator, advocate or any of the parties has to come from out station to participate in arbitration proceedings, desires to seek adjournment on any valid ground, it must submit a written request to the “CADRT” at least before 5 working days stating the grounds which compel it to request for postponement of the hearing so that the “CADRT” is in a position to take necessary steps to inform the Parties, Arbitrators and Advocates regarding postponement of the hearing. Parties seeking

- adjournment will have to pay cost to “CADRT” as may be determined by the arbitral tribunal.
20. Parties should deposit arbitration and administrative fees with the “CADRT” within the stipulated time, as per the Rules and no extension should be sought in this behalf except for compelling reasons.
 21. To avoid excessive costs in arbitration proceedings, the parties are advised to choose their arbitrators from the Panel, as far as possible from the place where the arbitration hearings have to be held. In case, a party still chooses an arbitrator from a place other than the place of hearing, the concerned party will bear the entire extra cost to be incurred on stay TA/DA etc. of the arbitrator nominated by it. For Arbitration Committee of “CADRT”
 22. The Arbitration Committee of “CADRT” may examine the arbitration case file, from time to time to evaluate the progress of the proceedings and to ascertain whether the arbitrators have granted adjournments only on reasonable grounds.
 23. The Arbitration Committee of “CADRT” shall be sole judge of the grounds of violation of the guidelines and its decision shall be final and binding on the arbitral tribunal as well as the parties.

SCHEDULE III

[under Rule 5(7)] of

DECLARATION OF ARBITRATOR(S)

I _____ D.O.B : _____ AGE : _____ yrs

Father's /Husband's Name : _____ Nationality: _____

Educational qualifications _____

Address for correspondence (Office) : _____

Ph / Mobile : _____ Fax: _____ E-mail : _____

Number of Cases pursued in Arbitration:

As a Arbitrator Sole/Co-Arbitrator: _____

Field(s) of arbitration: _____

Name of Seminars/Conferences

participated: _____

Addressed: _____

Participated: _____

Title of Paper presented (Enclosed a set of Paper) _____

Period	From	To
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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/Lawyer (Including Arbitrator and Sole Arbitrator with details of ADR course any i.e., Arbitration/Mediation/Conciliation course pursued :

Course Name: _____

Organizer's Name _____

Period _____

I here by solemnly declare that the information given above is true. I wish to be a _____ member of "COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST" **and** will abide to constitution and Rules and Regulations and don't act anything contrary to "CADRT". I will perform my duties as allocated to me for the development of "CADRT".

Place:

APPLICANT.

Date:

APPENDICES:

APPENDIX – A

CADRT MODEL ARBITRATION CLAUSE

For Arbitration to a contract who agrees to resolve their contractual disputes in accordance with the CADRT Arbitration Rules, 1996 and to have the “CADRT” as appointing authority and/or provide administrative services, may use the following clause:

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated there with or derived there from, the parties agree to submit that dispute to arbitration under the “CADRT” Arbitration Rules, 1996.

The “COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST –CADRT” is the authority to appoint the arbitrator(s) to Resolve the Disputes through Arbitration..

The “COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST –CADRT” will provide Administrative services in accordance with the CADRT Arbitration Rules, 1996.

Note: Parties may consider to add the following:—

- (a) The number of arbitrator(s) shall be_____
- (b) The language of the arbitration proceedings shall be _____
- (c) Specific qualifications of the arbitrator(s) including (but not limited to) language, Nationality, technical qualifications and experience.
- (d) The place of arbitration proceedings shall be_____

APPENDIX – B

“CADRT” MODEL ARBITRATION AGREEMENT

This agreement made on this _____ day of _____ Two thousand _____

Between

(Full description and address of the Party to be given) of the ONE PART and

(full description and address of the Party to be given) of the OTHER PART.

WHEREAS certain disputes have arisen and are subsisting between the aforesaid parties relating to _____ (details of dispute to be given).

AND WHEREAS the Parties agree to submit their dispute(s) in accordance with the CADRT Arbitration Rules, 1996.

Now the parties hereby agree as follows:

1. The parties here by agree to submit their dispute (s) of claims to arbitration in accordance with the CADRT Arbitration Rules, 1996.
2. The authority to appoint the arbitrator or the arbitrators shall be by the “Council for Alternate Dispute Resolutions Trust”, and party referred arbitrators will also be considered as the case may be
3. The arbitration shall be administered by the Council for Alternate Dispute Resolutions Trust (CADRT) in accordance with the CADRT Arbitration Rules, 1996.
4. The place of arbitration shall be _____

➤ In case the CADRT is not required to appoint arbitrator(s), omit this clause.

In Witness whereof, this Agreement has been signed this _____ day of _____
200 _____ at _____ by _____

1. _____ for and on behalf of _____

2. _____ for and on behalf of _____

The parties may : a) provide for qualification(s) of the arbitrator(s) including, but not limited to, language, technical experience, nationality and legal experience.
(b) specify the language for the conduct of arbitration.