

ARBITRASIA COUNCIL FOR DISPUTE RESOLUTION

DISPUTE RESOLUTION RULES

(Incorporating Arbitration, Mediation, and Conciliation)

(Effective from 18-07-2026)

Rules governing the conduct of Mediation, Conciliation, and
Arbitration proceedings administered by Arbitrasia

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PREAMBLE

These Rules govern the conduct of **Mediation, Conciliation, and Arbitration** proceedings administered by the Arbitrasia Council for Dispute Resolution ("Arbitrasia"). They provide a and integrated framework for dispute resolution, encouraging parties to first seek amicable resolution through mediation or conciliation before proceeding to binding arbitration.

Mediation is a facilitative process in which a mediator assists parties in identifying issues, reducing misunderstandings, clarifying priorities, and generating options in an attempt to solve the dispute, emphasizing that it is the parties' own responsibility for making decisions which affect them.

Conciliation is a process in which a conciliator applies the provisions of the Arbitration and Conciliation Act, 1996 insofar as they relate to conciliation, and in particular, makes proposals for settlement of the dispute and formulates or re-formulates the terms of a possible settlement.

Arbitration is a binding adjudicative process in which an arbitral tribunal renders a final and enforceable decision on the dispute.

This multi-tiered approach aims to ensure disputes are resolved fairly, efficiently, cost-effectively, and in a manner that preserves commercial relationships where possible. The Rules incorporate modern features including a mandatory pre-arbitration procedure (PADR), expedited proceedings, emergency arbitrator provisions, service of process mechanisms, and flexible modes of conducting proceedings (physical, online, and hybrid). These Rules are administered under the supervision of the Arbitration Committee, which is the single committee responsible for all arbitration, mediation, and conciliation matters under the Internal Management Rules.

PART I — GENERAL PROVISIONS

Rule 1: Scope of Application

1.1 Where parties have agreed to refer their disputes to mediation, conciliation, or arbitration under the auspices of Arbitrasia, whether such agreement was made before or after the dispute arose, they shall be deemed to have submitted to these Rules as in effect on the date of commencement of the proceedings.

1.2 These Rules shall apply to:

- (a) any mediation, conciliation, or arbitration commenced under a dispute resolution agreement between parties
- (b) any mediation, conciliation, or arbitration referred to Arbitrasia by a court under Section 89 of the Code of Civil Procedure, 1908, Section 11 of the Arbitration and Conciliation Act, 1996, the Mediation Act, 2023, or any other applicable law
- (c) any dispute referred to Arbitrasia by any other institution or authority

- (d) any dispute arising between members of the Arbitrasia Community under the standing dispute resolution agreement contained in the Bye-laws of Arbitrasia
- (e) any arbitration proceedings where the Tribunal recommends mediation under Section 30 of the Arbitration and Conciliation Act, 1996

1.3 The parties may agree to exclude or deviate from any provisions of these Rules, as long as this does not result in the violation of a mandatory provision of applicable law or the principles of independence, impartiality, and fair treatment of parties.

1.4 In the event of any conflict between these Rules and a mandatory provision of the Arbitration and Conciliation Act, 1996, the Mediation Act, 2023, or any other applicable law, the mandatory provision shall prevail.

Rule 2: Definitions

In these Rules, unless the context otherwise requires:

Term	Definition
"Act"	The Arbitration and Conciliation Act, 1996, for arbitration and conciliation; the Mediation Act, 2023, for mediation, as amended from time to time
"Arbitral Tribunal" or "Tribunal"	A sole arbitrator or a panel of arbitrators, and includes an Emergency Arbitrator
"Arbitration Agreement"	An agreement in writing to refer disputes to arbitration
"Arbitration Committee"	The Committee constituted under the Internal Management Rules of Arbitrasia, which is responsible for matters relating to both arbitration and mediation/conciliation, including the preparation and maintenance of Panels of Arbitrators, Mediators, and Conciliators, and the decision on challenges to neutrals.
"Arbitrasia"	The Arbitrasia Council for Dispute Resolution
"Arbitrasia Community"	The community of service members of Arbitrasia community Viswas
"Certificate of Failed PADR"	A written certificate issued by the mediator/conciliator declaring that the PADR process has concluded without a settlement
"Claimant"	The party initiating the arbitration by filing a Request for Arbitration
"Conciliation"	A process in which a conciliator applies the provisions of the Arbitration and Conciliation Act, 1996 insofar as they relate to conciliation, and in particular, makes proposals for settlement and formulates or re-formulates the terms of a possible settlement

Term	Definition
"Conciliator"	A neutral third party appointed pursuant to these Rules who may make proposals for settlement and formulate terms of a possible settlement
"Council"	The Governing Council of Arbitrasia
"Emergency Arbitrator"	An arbitrator appointed under the emergency provisions of these Rules
"Mediation"	A facilitative process in which a mediator assists parties in identifying issues, reducing misunderstandings, clarifying priorities, and generating options in an attempt to solve the dispute, emphasizing that it is the parties' own responsibility for making decisions which affect them
"Mediator"	A neutral third party appointed pursuant to these Rules who facilitates discussion between parties and assists them in reaching a negotiated settlement
"PADR"	Pre-Arbitration Dispute Resolution, comprising the Mediation and Conciliation phases under Part II of these Rules
"AMA" or "Arb-Med-Arb"	The Arbitration-Mediation-Arbitration procedure under Part XIV of these Rules, where the Tribunal encourages settlement or acts as mediator/conciliator with the consent of the parties during ongoing arbitral proceedings.
"Panel"	The roster of neutrals (mediators, conciliators, and arbitrators) maintained by Arbitrasia in accordance with the Internal Management Rules
"Party" or "Parties"	Any person, entity, or organization that is a party to the dispute resolution proceedings
"Registrar"	The Registrar of Arbitrasia or any person designated to perform the Registrar's functions
"Respondent"	The party against whom the dispute is initiated
"Schedule of Fees"	The separate document prescribing the fees and costs for proceedings under these Rules, as approved by the Governing Council from time to time
"Seat of Arbitration"	The legal place of arbitration
"Settlement Agreement"	The written instrument recording the parties' decision to conclusively settle their dispute on mutually agreed terms
"Venue of Arbitration"	The physical location where hearings and meetings are conducted

PART II — PRE-ARBITRATION DISPUTE RESOLUTION (PADR)

Rule 3: Notice of Dispute and Default

3.1 A party wishing to initiate a dispute resolution process shall send a written "Notice of Dispute and Default" to the other party(s).

3.2 The Notice shall contain:

- (a) the full name, address, and contact details of the parties
- (b) a brief description of the nature of the dispute and the circumstances giving rise to it
- (c) the specific relief or remedy sought, including any claim for payment of a specified amount
- (d) a clear call to the other party to resolve the dispute amicably or make the payment/fulfill the obligation within a specified time, not exceeding **fifteen (15) days** from the date of the notice
- (e) a reference to the applicable dispute resolution clause, if any, in the underlying contract

3.3 The Notice of Dispute and Default shall be deemed to be the first step in the pre-arbitration process.

Rule 4: Commencement of PADR

4.1 The Pre-Arbitration Dispute Resolution (PADR) process shall be deemed to have commenced on the expiry of the time specified in the Notice of Dispute and Default under Rule 3.2(d), if the dispute remains unresolved.

4.2 Within **seven (7) days** of the commencement of PADR, the parties shall file a joint or separate application with the Registrar for the initiation of mediation or conciliation proceedings.

4.3 The application shall:

- (a) clearly indicate whether mediation or conciliation is sought
- (b) contain the full name, address, and contact details of the parties
- (c) provide a copy of the Notice of Dispute and Default
- (d) state the parties' proposals regarding the appointment of a Mediator/Conciliator, if any
- (e) include the prescribed fee for mediation/conciliation, as set out in the Schedule of Fees

4.4 Where the parties do not have a prior agreement to mediate or conciliate:

- (a) The Registrar shall forward the Application to the Responding Party with an invitation to state within **fifteen (15) days** whether it is willing to participate

- (b) If the Responding Party communicates refusal or does not answer within fifteen (15) days, the proceedings shall not proceed

4.5 The proceedings shall proceed only if all parties have consented.

Rule 5: Empanelment of Arbitrators, Mediators, and Conciliators

5.1 The Arbitration Committee shall prepare and maintain separate Panels of Arbitrators, Mediators, and Conciliators consisting of qualified and experienced persons, in accordance with the Internal Management Rules of Arbitrasia.

5.2 Empanelment Categories and Eligibility Criteria:

Category	Eligibility Criteria
Entry-Level / Junior Panel	Minimum 3 years of professional experience in law, finance, engineering, or related fields. (Junior Panel candidates, after selection, have to undergo mandatory training provided by Arbitrasia covering ADR Procedures, Ethics, Award Writing, Negotiation Skills, etc.)
Regular Panel	Minimum 7–10 years of professional experience with demonstrable exposure to Arbitration and Mediation (ADR), including handling disputes, negotiations, or advisory roles.
Senior Panel	12+ years of professional experience, or Retired Judges / Senior Professionals with extensive exposure to ADR and dispute resolution.

5.3 General Requirements for Empanelment:

- (a) Good moral character and integrity, and have experience and understanding of ADR
- (b) Must not have any pending or past criminal convictions, nor be subject to disciplinary action by any professional body
- (c) Age: **Above 25 years**
- (d) For mediators and conciliators: Such other qualifications as may be prescribed by the Arbitration Committee from time to time.

5.4 Application and Empanelment Procedure:

- (a) Any person meeting the eligibility criteria may apply in the prescribed form
- (b) The application shall be accompanied by:
 - (i) Curriculum Vitae
 - (ii) Copies of professional qualifications
 - (iii) Mediation/Conciliation training certificates (for mediators/conciliators)
 - (iv) Experience certificates

- (v) A declaration of independence and impartiality
- (c) The Arbitration Committee shall review applications and recommend names for empanelment
- (d) The name of the approved neutral shall be added to the relevant Panel

5.5 Tenure of Empanelment:

- (a) Empanelment shall be for a period of **three (3) years**, renewable.
- (b) Renewal shall be subject to satisfactory performance and compliance with the Code of Conduct.

5.6 Removal from Panel:

- (a) A neutral may be removed from the Panel by the Arbitration Committee if:
 - (i) The neutral ceases to meet the eligibility criteria
 - (ii) The neutral is found to have acted with bias or partiality
 - (iii) The neutral is found to have violated the Code of Conduct
 - (iv) The neutral is convicted of any criminal offense involving moral turpitude
 - (v) The neutral is declared insolvent or of unsound mind
- (b) The decision of the Arbitration Committee to remove a neutral shall be taken after providing the neutral an opportunity to be heard.

5.7 The Registrar shall maintain an up-to-date Panel of Arbitrators, Mediators, and Conciliators, which shall be published on the Arbitrasia website.

5.8 For the avoidance of doubt, the Arbitration Committee constituted under the Internal Management Rules shall be the single committee responsible for all matters under these Rules, including arbitration, mediation, and conciliation. There shall be no separate Mediation Committee.

Rule 5A: Classification of Neutrals and Dispute Allocation

5A.1 For the purposes of appointment, all neutrals on the Panel shall be classified as:

- (a) **Junior Panel:** Suitable for disputes of lower complexity and value
- (b) **Regular Panel:** Suitable for disputes of medium complexity and value
- (c) **Senior Panel:** Suitable for disputes of high complexity and value or involving complex legal or technical issues

5A.2 The Registrar shall appoint neutrals from the appropriate category based on:

- (a) the nature and complexity of the dispute
- (b) the value of the dispute

- (c) the qualifications and experience of the neutral
- (d) any agreed criteria between the parties

5A.3 The Arbitration Committee may reclassify a neutral to a different category based on their performance, experience, and training.

Rule 6: Qualifications for Empanelment

6.1 For the purposes of empanelment under Rule 5, the following persons may be enlisted in the Panel of Arbitrators, Mediators, and Conciliators:

Category	Qualification
Retired Judges	Judges of the Supreme Court of India, High Courts, or District & Sessions Judges with minimum 3 years of judicial experience after retirement. May be empaneled directly in the Senior Panel .
Legal Practitioners (Advocates/Solicitors)	- Junior Panel: Minimum 3 years standing at the Bar with demonstrated exposure to ADR - Regular Panel: Minimum 7–10 years standing at the Bar with demonstrable experience in handling disputes, negotiations, or advisory roles - Senior Panel: 12+ years standing at the Bar, or designated as Senior Advocate
Experts / Professionals	- Junior Panel: Minimum 3 years of professional experience in finance, engineering, or related fields - Regular Panel: Minimum 7–10 years of professional experience with demonstrable exposure to ADR - Senior Panel: Minimum 15 years of professional experience with extensive exposure to dispute resolution
Mediation / Conciliation Experts	- Junior Panel: Minimum 3 years of experience in mediation/conciliation from a recognized institution - Regular Panel: Minimum 7–10 years of experience with proven expertise in mediation/conciliation - Senior Panel: Minimum 12+ years of experience and recognized as a mediation/conciliation expert
Corporate/Government Officers	- Regular Panel: Member or Registrar of a Tribunal constituted under any law; Officer in Indian Corporate Law Service or Indian Legal Service with fifteen years experience - Senior Panel: Professional with at least fifteen years continuous practice as Chartered Accountant, Cost Accountant, or Company Secretary and recognized expertise in dispute resolution
Academics/Legal Scholars	- Regular Panel: Minimum 10 years of teaching experience in law with specialization in arbitration,

Category	Qualification
	mediation, or commercial law - Senior Panel: 15+ years of teaching experience with published work in ADR and recognized as an expert in the field

6.2 General Requirements for All Categories:

- (a) Good moral character and integrity
- (b) Experience and understanding of ADR processes
- (c) Must not have any pending or past criminal convictions, nor be subject to disciplinary action by any professional body
- (d) Age: Above **25 years** at the time of empanelment
- (e) For mediators and conciliators: Such other qualifications as may be prescribed by the Arbitration Committee from time to time.
- (f) For arbitrators: Such other qualifications as may be prescribed by the Arbitration Committee from time to time
- (g) The Arbitration Committee may prescribe additional qualifications, training, or experience requirements for different categories of empanelment.

6.3 Direct Empanelment in Senior Panel:

- (a) Retired Judges of the Supreme Court of India and High Courts shall be directly empaneled in the Senior Panel.
- (b) Senior Advocates with minimum 15 years of practice shall be directly empaneled in the Senior Panel.
- (c) Persons of eminence with recognized expertise in arbitration, mediation, or conciliation may be directly empaneled in the Senior Panel by the Arbitration Committee.

6.4 Transition from Junior to Regular Panel:

- (a) A neutral empaneled in the Junior Panel may, after completing **three (3) years** of empanelment and demonstrating satisfactory performance, apply for reclassification to the Regular Panel.
- (b) The decision for reclassification shall be made by the Arbitration Committee based on:
 - (i) Performance and quality of work
 - (ii) Feedback from parties and the Registrar
 - (iii) Continuing education and training
 - (iv) Experience gained during the empanelment period

6.5 Transition from Regular to Senior Panel:

- (a) A neutral empaneled in the Regular Panel may, after completing **five (5) years** of empanelment and demonstrating exceptional performance, apply for reclassification to the Senior Panel.
- (b) The decision for reclassification shall be made by the Arbitration Committee based on the criteria set out in Rule 6.4(b).

Rule 7: Disqualifications

The following persons shall be disqualified from being empaneled:

- (a) Persons who have been adjudged insolvent
- (b) Persons against whom criminal charges involving moral turpitude are framed or who have been convicted
- (c) Persons against whom disciplinary proceedings have been initiated or have resulted in punishment
- (d) Persons who are interested or connected with the subject-matter of dispute or are related to any party

Rule 8: Appointment of Mediator or Conciliator

8.1 The parties may jointly nominate a mediator or conciliator.

8.2 If the parties have agreed upon the person of the neutral, the Registrar shall appoint that person, subject to their acceptance and independence.

8.3 In the absence of agreement between the parties, the Registrar shall appoint the neutral from the relevant Panel.

8.3A In appointing the neutral from the Panel, the Registrar shall:

- (a) consider the nature and complexity of the dispute
- (b) select from the appropriate category on the Panel (Junior/Regular/Senior) based on the dispute value and complexity
- (c) give preference to neutrals who have confirmed their availability for the relevant time period

8.3B The Registrar shall not appoint a person who has been removed from the Panel under Rule 5.6.

8.4 In appointing the neutral, the Registrar shall consider:

- (a) the nature and complexity of the dispute
- (b) the qualifications and experience of the neutral
- (c) any agreed criteria between the parties
- (d) the neutral's independence and impartiality

8.5 The neutral shall be appointed within **seven (7) days** of receipt of consent from all parties.

8.6 No person shall be appointed without having confirmed in writing their availability, independence, and impartiality.

Rule 9: Independence and Impartiality

9.1 Every mediator, conciliator, and arbitrator shall be and remain independent, impartial, and neutral.

9.2 Before confirmation or appointment, a prospective neutral shall make a written declaration of acceptance, availability, impartiality, and independence, and shall disclose any circumstances that may give rise to justifiable doubts.

9.3 The duty to disclose continues throughout the proceedings.

9.4 Mediator/Conciliator as Arbitrator:

(a) A mediator or conciliator shall not act as an arbitrator in the same dispute, **except**:

- (i) where the parties have expressly agreed to the Med-Arb process under **Rule 16** of these Rules and the parties have waived any objection; or
- (ii) where the Tribunal acts as mediator or conciliator with the express consent of the parties under **Rule 83** of these Rules.

(b) For the avoidance of doubt, except in the Med-Arb process under Rule 16 or the AMA process under Rule 83, a mediator or conciliator shall not act as an arbitrator in the same dispute, and this restriction shall survive the termination of the mediation/conciliation proceedings.

Rule 10: Challenge of Neutral

10.1 A party may challenge the neutral if circumstances exist that give rise to justifiable doubts as to their independence or impartiality.

10.2 The challenge shall be made in writing to the Registrar within **seven (7) days** of the challenging party becoming aware of the circumstances.

10.3 Upon receipt of a challenge, the Registrar shall refer the matter to the **Arbitration Committee** for decision. The Arbitration Committee shall decide the challenge within **seven (7) days**.

10.4 The decision of the Arbitration Committee shall be final.

Rule 11: Conduct of Mediation

11.1 The mediator shall attempt to facilitate voluntary resolution of the dispute(s) by the parties.

11.2 The mediator shall:

- (a) communicate the view of each party to the other

- (b) assist parties in identifying issues
- (c) reduce misunderstandings and clarify priorities
- (d) explore areas of compromise
- (e) generate options in an attempt to solve the dispute(s)
- (f) emphasize that it is the responsibility of the parties to take decisions which affect them

11.3 The mediator shall not impose any terms of settlement on the parties.

11.4 The mediator shall not give any assurance that the mediation will result in a settlement.

11.5 The mediator shall conduct the mediation in such manner as they consider appropriate, taking into account the circumstances of the case and the wishes of the parties.

11.6 The mediator shall treat the parties with equality and shall give each party a full and fair opportunity to present their case.

11.7 The mediator may conduct joint or separate meetings with the parties.

11.8 The mediator shall give reasonable notice of all mediation sessions.

11.9 The following procedure shall be followed by the mediator:

- (i) the mediator shall fix, in consultation with the parties, the dates and time of each mediation session
- (ii) the mediator shall hold the mediation at a place mutually agreed upon
- (iii) the mediator may conduct joint or separate meetings with the parties
- (iv) each party shall, ten (10) days before a session, provide to the mediator a brief memorandum setting forth the issues which need to be resolved, and their position in respect of those issues
- (v) such memorandum shall also be mutually exchanged between the parties

11.10 The mediator shall not be bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872, but shall be guided by the principles of fairness and justice.

Rule 12: Conduct of Conciliation

12.1 The conciliator shall apply the provisions of the Arbitration and Conciliation Act, 1996 insofar as they relate to conciliation.

12.2 The conciliator may:

- (a) make proposals for settlement of the dispute
- (b) formulate or re-formulate the terms of a possible settlement

- (c) assist the parties in reaching an amicable settlement

12.3 The conciliator shall not have the authority to impose a solution on the parties.

12.4 The conciliator shall conduct the conciliation in such manner as they consider appropriate, subject to these Rules and the Arbitration and Conciliation Act, 1996.

12.5 The conciliator shall treat the parties with equality and shall give each party a full and fair opportunity to present their case.

12.6 The conciliator may conduct joint or separate meetings with the parties.

12.7 The conciliator shall:

- (a) fix, in consultation with the parties, the dates and time of each conciliation session
- (b) hold the conciliation at a place mutually agreed upon
- (c) request each party to provide a brief memorandum setting forth the issues and their position
- (d) make proposals for settlement and formulate/reformulate the terms of a possible settlement based on the observations of the parties

12.8 The conciliator shall not be bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872, but shall be guided by the principles of fairness, natural justice, and the usages of trade.

Rule 13: Common Procedural Provisions for PADR

13.1 Representation of Parties:

- (a) The parties shall ordinarily be present personally or through an authorized representative at the sessions or meetings notified by the mediator/conciliator.
- (b) The parties may be represented by counsel with the permission of the mediator/conciliator.
- (c) Each party shall identify a representative authorized to settle the dispute on their behalf.

13.2 Confidentiality:

- (a) All mediation and conciliation proceedings, documents, and communications shall be kept confidential.
- (b) The mediator/conciliator, the parties, and their counsel shall be bound by the strictest confidentiality.
- (c) The obligation of confidentiality shall survive the termination of the proceedings.

13.3 Inadmissibility of Information:

- (a) Statements made, views expressed, and suggestions made, as well as documents prepared for the purposes of the proceedings, shall not bind the parties in eventual judicial, arbitral, or similar proceedings.
- (b) No observation, declaration, or proposal made before or by the mediator/conciliator may be subsequently used in any other procedure.
- (c) The same shall apply to evidence introduced in the proceedings, except where a party could obtain and rely on such evidence regardless of the proceedings.

13.4 Good Faith:

- (a) Each party shall act in good faith throughout the proceedings.
- (b) The parties shall make genuine efforts to reach an amicable resolution.

13.5 Consequences of Non-Attendance:

- (a) If a party fails to attend a session or meeting fixed by the mediator/conciliator deliberately or wilfully for two consecutive times, the proceedings shall be deemed to have failed.
- (b) The mediator/conciliator shall report the matter to the Registrar.

13.6 Duration of Proceedings:

- (a) The proceedings shall be completed within **thirty (30) days** of the neutral's appointment.
- (b) The neutral may extend this time limit with the consent of all parties for a further period not exceeding **thirty (30) days**.
- (c) If the parties fail to reach a settlement within the prescribed time, the proceedings shall terminate.

Rule 14: Settlement Agreement

14.1 If the parties reach a settlement, the neutral shall record the settlement in a **Settlement Agreement**.

14.2 The Settlement Agreement shall:

- (a) Be in writing
- (b) Be signed by, or on behalf of, the parties
- (c) State the terms of the settlement
- (d) Be signed by the neutral

14.3 The neutral shall draw up or assist the parties in drawing up the settlement agreement.

14.4 In the case of conciliation, the settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms.

Rule 15: Conclusion of PADR

15.1 The PADR process shall conclude:

- (a) upon the parties signing a Settlement Agreement
- (b) upon the neutral advising the parties that further efforts are unlikely to result in a settlement
- (c) upon a party giving written notice to the neutral and the other party that it is withdrawing from the process
- (d) upon the expiry of the time limit without a settlement

15.2 Upon termination, the neutral shall report to the Registrar.

Rule 16: Transition from PADR to Arbitration

16.1 If the dispute is not resolved through mediation or conciliation within the time frame prescribed in Rule 13.6, or upon the mediator/conciliator declaring the process as failed, the mediator/conciliator shall promptly issue a written **"Certificate of Failed PADR"** to the Registrar and the parties, stating that the PADR process has concluded without a settlement.

16.2 Within **five (5) days** of receipt of the Certificate of Failed PADR, the Registrar shall appoint a sole arbitrator from the relevant Panel (Junior/Regular/Senior) to conduct the arbitration.

16.3 The mediator/conciliator from the PADR process shall not be eligible for appointment as the arbitrator in the same dispute.

16.4 The parties may, by mutual written agreement, request the Registrar to appoint a specific person as the arbitrator. Such request shall be made within **five (5) days** of the issuance of the Certificate of Failed PADR.

16.5 The arbitration shall be deemed to have commenced on the date the Registrar receives the Request for Arbitration or on the date the Certificate of Failed PADR is issued, whichever is later.

16.6 The time limit for the final award under Rule 53 shall be reduced to **four (4) months** from the date of commencement of arbitration, recognizing that the issues in dispute have already been identified during the PADR process.

Rule 17: Costs of PADR

17.1 The costs of the PADR process shall be determined in accordance with the Schedule of Fees.

17.2 Unless otherwise agreed, the parties shall bear the costs equally.

17.3 In the event of a successful settlement, the allocation of costs shall be as agreed between the parties in the Settlement Agreement.

17.4 In the event of an unsuccessful process, the costs shall be borne equally by the parties, unless otherwise directed.

17.5 If the PADR process transitions into arbitration under Rule 16, the fees paid for the PADR shall be credited against the arbitrator's fees for the arbitration, as set out in the Schedule of Fees.

PART III — COMMENCEMENT OF ARBITRATION

Rule 18: Request for Arbitration

18.1 A party wishing to commence arbitration shall submit a Request for Arbitration to the Registrar in writing.

18.2 The Request for Arbitration shall contain:

- (a) the full name, address, and contact details of the Claimant and the Respondent
- (b) a reference to the arbitration agreement under which the dispute is referred
- (c) a description of the nature and circumstances of the dispute
- (d) the relief or remedy sought, including the amount claimed
- (e) the Claimant's proposal regarding the number of arbitrators and, if applicable, the name of the arbitrator nominated by the Claimant
- (f) copies of the arbitration agreement and any other documents relied upon
- (g) a declaration stating whether the PADR process under Part II has been completed

18.3 The Claimant shall pay the non-refundable registration fee at the time of filing the Request for Arbitration, as set out in the Schedule of Fees.

Rule 19: Response to Request for Arbitration

19.1 Within **fifteen (15) days** of receipt of the Request for Arbitration, the Respondent may submit a Response to the Registrar.

19.2 The Response shall contain:

- (a) the Respondent's full name, address, and contact details
- (b) any objections to the jurisdiction of Arbitrasia or the Tribunal
- (c) the Respondent's proposal regarding the number of arbitrators and, if applicable, the name of the arbitrator nominated by the Respondent
- (d) any counterclaim or set-off, if applicable

19.3 Failure to submit a Response shall not prevent the arbitration from proceeding.

Rule 20: Commencement of Arbitration

20.1 Arbitration shall be deemed to have commenced on the date on which the Registrar receives the Request for Arbitration.

20.2 In cases transitioning from PADR under Rule 16, the arbitration is deemed to have commenced on the date the Certificate of Failed PADR is issued.

PART IV — APPOINTMENT OF ARBITRATORS

Rule 21: Number of Arbitrators

21.1 The parties may agree on the number of arbitrators, provided that such number shall be an odd number.

21.2 Failing such agreement, the Tribunal shall consist of a sole arbitrator.

Rule 22: Appointment of Sole Arbitrator

22.1 If the parties have agreed on a sole arbitrator, the appointment shall be made by mutual consent.

22.2 Failing such agreement within **fifteen (15) days** of the commencement of arbitration, or upon the expiry of the period for filing a Response under Rule 19.1, whichever is earlier, the Registrar shall appoint the sole arbitrator from the relevant Panel.

22.3 Where the arbitration commences following a failed PADR under Rule 16, the Registrar shall appoint a fresh sole arbitrator from the relevant Panel. The mediator/conciliator from the PADR process shall not be eligible for appointment.

22.4 The Registrar shall make the appointment within **five (5) days** of the expiry of the fifteen-day period.

Rule 23: Appointment of Three Arbitrators

23.1 Where the parties have agreed on a three-member Tribunal:

- (a) each party shall appoint one arbitrator
- (b) the two party-appointed arbitrators shall appoint the presiding arbitrator

23.2 Failing such agreement:

- (a) if a party fails to appoint an arbitrator within **fifteen (15) days** of the commencement of arbitration, the Registrar shall make the appointment
- (b) if the party-appointed arbitrators fail to agree on the presiding arbitrator within **fifteen (15) days** of their appointment, the Registrar shall appoint the presiding arbitrator

23.3 In the case of an arbitration referred by a court under Section 11 of the Act, the appointment shall be made in accordance with the directions of the court, and these Rules shall apply *mutatis mutandis*.

Rule 24: Criteria for Appointment

24.1 In appointing arbitrators, the Registrar shall consider:

- (a) the nature and complexity of the dispute
- (b) the qualifications, expertise, and experience of the arbitrator
- (c) any agreed criteria between the parties
- (d) the arbitrator's independence and impartiality

24.2 No person shall be appointed as an arbitrator without having confirmed in writing their availability, independence, and impartiality.

24.3 The Registrar shall not appoint a person who has been removed from the Panel under Rule 5.6.

Rule 25: Challenge of Arbitrators

25.1 A party may challenge an arbitrator if circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality, or if the arbitrator does not possess the qualifications agreed by the parties.

25.2 A challenge shall be made in writing to the Registrar within **fifteen (15) days** of the challenging party becoming aware of the circumstances.

25.3 Upon receipt of a challenge, the Registrar shall refer the matter to the **Arbitration Committee** for decision. The Arbitration Committee shall decide the challenge within **fifteen (15) days** of receipt of the reference.

25.4 The decision of the Arbitration Committee shall be final and binding on the parties.

PART V — SERVICE OF NOTICE AND PROCESS

Rule 26: Methods of Service

26.1 All notifications, communications, and process under these Rules shall be made by any of the following methods:

- (a) Personal service through a process server appointed by Arbitrasia
- (b) Registered post or courier to the last known address of the party
- (c) Electronic communication including email, WhatsApp, or any other messaging platform
- (d) Affixing on the door or gate of the party's residence or workplace

- (e) Publication in a newspaper having circulation in the area where the party resides or carries on business
- (f) Videography of the service attempt

26.2 All communications shall be made to the address of a party or its nominated representative, as provided by such party or by the other party.

Rule 27: Personal Service by Process Server

27.1 Arbitrasia shall maintain a panel of approved process servers for service of notices and process.

27.2 Personal service shall be attempted at:

- (a) The party's place of residence
- (b) The party's place of business or workplace
- (c) Any other address provided by the party

27.3 *Procedure when party refuses to accept service:* Where the party or their agent refuses to receive the document, the process server shall:

- (a) Inform the party of the nature of the document
- (b) Leave the document in the party's presence
- (c) Make a detailed report of the refusal
- The document shall be deemed to have been served at the time of such refusal.

27.4 *Procedure when party cannot be found:* Where the process server, after using all due and reasonable diligence, cannot find the party at their residence or workplace, and there is no agent empowered to accept service, the process server shall:

- (a) Affix a copy of the document on the outer door or some other conspicuous part of the house in which the party ordinarily resides or carries on business
- (b) Make a detailed report endorsed on the original document stating the circumstances under which the document was affixed

27.5 *Service at workplace:* Where service is attempted at the party's workplace:

- (a) The process server may leave the document with a member of management or a co-worker over the age of 18
- (b) The person receiving the document shall be informed of its nature
- (c) If service is refused, the document may be affixed on the door or gate of the workplace

Rule 28: Service by Electronic Means

28.1 Service by electronic means shall be deemed valid where:

- (a) The email account to which the document is sent belongs to the person to be served
- (b) The mobile number to which the document or notice is sent belongs to the person to be served

28.2 A record or copy of the email, WhatsApp message, or other electronic communication, including any confirmation of delivery or receipt, must be retained and filed with the certificate of service.

28.3 Electronic service shall be deemed to be effected:

- (a) If the email is sent before 4:00 p.m., on that day
- (b) In any other case, on the next day after that day

Rule 29: Service by Publication (Substituted Service)

29.1 Where service cannot be effected through the methods specified in Rules 26, 27, and 28, the Registrar may order service by publication.

29.2 Service by publication shall be effected by:

- (a) Publishing a notice once in a newspaper having circulation in the area where the party is last known to have resided or carried on business
- (b) Affixing a copy of the notice on the notice board of Arbitrasia
- (c) Affixing a copy on the door or gate of the party's last known residence or workplace

29.3 Substituted service shall be as effectual as if it had been made on the party personally.

Rule 30: Videography of Service

30.1 To ensure proof of service, the process server may record the service attempt through videography.

30.2 The videography shall capture:

- (a) The address where service is attempted
- (b) The document being delivered or affixed
- (c) The refusal or non-availability of the party
- (d) The date and time of service

30.3 The video recording shall form part of the record of service.

Rule 31: Certificate of Service

31.1 A certificate of service shall be filed by the process server or the party effecting service, stating:

- (a) The date and time of service
- (b) The method of service
- (c) The name and address of the person served
- (d) If service was refused, the circumstances of refusal
- (e) If service was by electronic means, the confirmation of delivery
- (f) If service was by publication, the details of the publication

31.2 The certificate of service shall be conclusive proof of service unless rebutted.

Rule 32: Deemed Service

32.1 Service shall be deemed to have been effected:

- (a) On the day of personal service
- (b) On the day of delivery by registered post or courier
- (c) On the day of electronic transmission
- (d) On the day of publication
- (e) On the day of affixing the document

32.2 Failure of a party to appear and/or participate in the arbitration, having been notified in accordance with these Rules, shall not prevent the arbitration from proceeding.

PART VI — ARBITRATION PROCEEDINGS

Rule 33: Procedural Framework

33.1 The Tribunal shall conduct the arbitration in such manner as it considers appropriate, subject to these Rules and the Act.

33.2 The Tribunal shall treat the parties with equality and shall give each party a full and fair opportunity to present its case.

33.3 The Tribunal shall adopt procedures suitable to the circumstances of the case, avoiding unnecessary delay or expense.

33.4 The Tribunal shall ensure that the arbitration is conducted expeditiously, diligently, and in a cost-effective manner.

Rule 34: Statements of Claim and Defence

34.1 Within thirty (30) days of the constitution of the Tribunal, the Claimant shall file a Statement of Claim setting out:

- (a) the facts supporting the claim

- (b) the legal arguments
- (c) the relief or remedy sought

34.2 Within thirty (30) days of receipt of the Statement of Claim, the Respondent shall file a Statement of Defence.

34.3 The Respondent may file a Counterclaim within the same period.

34.4 The Claimant may file a Reply and a Defence to any Counterclaim within fifteen (15) days.

Rule 35: Hearings

35.1 The Tribunal shall hold hearings as necessary for the presentation of evidence and arguments.

35.2 Hearings may be conducted in any of the modes set out in Part XIII of these Rules (physical, online, or hybrid), as determined by the Tribunal after consultation with the parties.

35.3 The Tribunal shall give reasonable notice of all hearings.

35.4 All hearings shall be recorded, and a transcript may be prepared at the request of any party.

Rule 36: Evidence

36.1 The parties may submit such evidence as they consider relevant to the dispute.

36.2 The Tribunal shall determine the admissibility, relevance, and weight of any evidence.

36.3 The Tribunal may appoint experts to report on specific issues.

36.4 The Tribunal may order the production of documents.

Rule 37: Seat and Venue of Arbitration

37.1 The parties may agree on the seat of arbitration.

37.2 Failing such agreement, the seat of arbitration shall be **Delhi, India**.

37.3 The Tribunal may hold hearings, meetings, and deliberations at any place (venue) it considers appropriate.

37.4 Change of Seat/Venue: The parties may, by mutual agreement in writing, change the seat and/or venue of arbitration even after the commencement of the proceedings. Such change shall be communicated to the Registrar and the Tribunal in writing. The Tribunal shall give effect to such change and adjust the proceedings accordingly. Any costs or logistical implications arising from such change shall be borne by the parties as agreed.

37.5 Where the parties cannot agree on a change of venue, the Tribunal shall determine the venue after considering:

- (a) the convenience of the parties, witnesses, and the Tribunal
- (b) the nature and complexity of the dispute
- (c) cost and efficiency considerations
- (d) any other relevant factors

Rule 38: Language

38.1 The language of the arbitration shall be English, unless the parties agree otherwise.

38.2 The Tribunal may order the translation of documents into the language of the arbitration.

PART VII — FAST TRACK ARBITRATION

Rule 39: Application of Fast Track Provisions

39.1 The fast track arbitration provisions under this Part shall apply where:

- (a) the total value of the claims and counterclaims does not exceed the threshold prescribed in the Schedule of Fees; or
- (b) the parties have agreed in writing that the dispute shall be resolved under the fast track procedure; or
- (c) the case is one of exceptional urgency, as determined by the Registrar upon a party's application

39.2 The parties may opt out of the fast track provisions by express agreement in writing.

Rule 40: Request for Fast Track Arbitration

40.1 A party seeking fast track arbitration shall indicate this in the Request for Arbitration or in a separate application.

40.2 The application shall include:

- (a) the basis for invoking the fast track provisions
- (b) the estimated value of the claims and counterclaims
- (c) any supporting documents

40.3 The Registrar shall decide on the application within five (5) days of receipt.

Rule 41: Appointment of Arbitrator in Fast Track Proceedings

41.1 Fast track proceedings shall be conducted by a sole arbitrator.

41.2 The Registrar shall appoint the sole arbitrator from the relevant Panel within **five (5) days** of the decision to proceed under the fast track provisions.

41.3 The arbitrator shall be appointed from the Panel, with due regard to the nature and complexity of the dispute.

Rule 42: Procedural Framework for Fast Track Proceedings

42.1 The Tribunal shall have discretion to determine the procedure for fast track proceedings, provided that:

- (a) the proceedings shall be conducted with the utmost expedition
- (b) the Tribunal may limit the length and scope of written submissions
- (c) the Tribunal may limit the number, length, and scope of hearings
- (d) the Tribunal may decide the dispute on the basis of documents only, unless a hearing is necessary

42.2 The Tribunal may dispense with any procedural step it considers unnecessary.

Rule 43: Time Limits in Fast Track Proceedings

43.1 The Statement of Claim shall be filed within ten (10) days of the constitution of the Tribunal.

43.2 The Statement of Defence shall be filed within ten (10) days of receipt of the Statement of Claim.

43.3 The Tribunal shall render the final award within **three (3) months** of the transmission of the file to the Tribunal.

43.4 The Registrar may extend these time limits only in exceptional circumstances.

Rule 44: Scope of Review in Fast Track Proceedings

44.1 In fast track proceedings, the Tribunal may limit the scope of review to issues essential to the resolution of the dispute.

44.2 The Tribunal may refuse to admit evidence that it considers unnecessary or repetitive.

Rule 45: Costs in Fast Track Proceedings

45.1 The costs of fast track proceedings shall be lower than those of standard proceedings, as set out in the Schedule of Fees.

45.2 The Tribunal shall determine the allocation of costs in its award. The general principle shall be that the unsuccessful party bears the costs, subject to apportionment in cases of partial success.

PART VIII — EMERGENCY ARBITRATOR

Rule 46: Application for Emergency Arbitrator

46.1 A party requiring urgent interim relief before the constitution of the Tribunal may apply to the Registrar for the appointment of an Emergency Arbitrator.

46.2 The application shall be made in writing and shall contain:

- (a) the full name, address, and contact details of the parties
- (b) a reference to the arbitration agreement
- (c) a description of the circumstances giving rise to the urgency
- (d) the interim relief sought
- (e) any supporting documents

46.3 The application shall be accompanied by the prescribed fee, as set out in the Schedule of Fees.

Rule 47: Decision on Emergency Application

47.1 The Registrar shall decide on the application within **twenty-four (24) hours** of receipt.

47.2 The Registrar shall appoint an Emergency Arbitrator from the Panel within **twenty-four (24) hours** of accepting the application.

47.3 The Emergency Arbitrator shall be independent and impartial and shall disclose any circumstances that may give rise to justifiable doubts.

Rule 48: Powers of the Emergency Arbitrator

48.1 The Emergency Arbitrator shall have the power to grant interim measures necessary to:

- (a) preserve the status quo
- (b) prevent irreparable harm
- (c) preserve assets or evidence

48.2 The Emergency Arbitrator may make orders or awards requiring a party to provide security.

48.3 The powers of the Emergency Arbitrator shall cease upon the constitution of the Tribunal or upon the Emergency Arbitrator rendering a final order on the application.

Rule 49: Proceedings Before the Emergency Arbitrator

49.1 The Emergency Arbitrator shall establish a timetable for the proceedings within **two (2) days** of the transmission of the file.

49.2 The proceedings shall be conducted expeditiously, ensuring each party is given a fair opportunity to be heard.

49.3 The Emergency Arbitrator shall make an order or award within **fourteen (14) days** of appointment.

Rule 50: Effect of Emergency Arbitrator's Order

50.1 An order or award made by the Emergency Arbitrator shall be binding on the parties.

50.2 The Tribunal may, upon its constitution, modify, suspend, or terminate any order or award made by the Emergency Arbitrator.

50.3 An order made by the Emergency Arbitrator shall cease to have effect after **ninety (90) days** from the date of the order, unless the Tribunal, upon its constitution, modifies, suspends, or confirms the order.

Rule 51: Costs of Emergency Proceedings

51.1 The applicant shall bear the costs of the emergency proceedings, subject to any order of the Tribunal or the Emergency Arbitrator.

51.2 The costs of the emergency proceedings shall be determined in accordance with the Schedule of Fees.

Rule 52: Termination of Emergency Arbitrator's Jurisdiction

52.1 The jurisdiction of the Emergency Arbitrator shall terminate upon:

- (a) the constitution of the Tribunal
- (b) the Emergency Arbitrator rendering a final order or award
- (c) the withdrawal of the application by the applicant
- (d) the expiry of ninety (90) days from the date of the Emergency Arbitrator's order

PART IX — AWARD

Rule 53: Time Limit for Award

53.1 In standard arbitration proceedings, the Tribunal shall render its award within **six (6) months** of the transmission of the file to the Tribunal.

53.2 The Registrar may extend this time limit upon a showing of good cause.

53.3 In fast track proceedings, the award shall be rendered within **three (3) months** of the transmission of the file to the Tribunal.

53.4 Under the Act, domestic arbitration awards must be passed within twelve (12) months from the completion of pleadings.

53.5 The timelines set out in Rules 53.1 and 53.3 are internal targets and do not affect the statutory timelines under the Act. Failure to meet the internal target shall not, by itself, terminate the mandate of the Tribunal.

53.6 Where an arbitration follows a failed PADR, the time limit for the award shall be reduced to **four (4) months**, recognizing that the issues in dispute have already been identified during the PADR process.

Rule 54: Form and Content of Award

54.1 The award shall be in writing and shall state the reasons upon which it is based.

54.2 The award shall be signed by all members of the Tribunal.

54.3 The award may be signed by electronic means, subject to the procedural law applicable to the seat of arbitration.

54.4 The award shall state:

- (a) the date on which it was made
- (b) the seat of arbitration
- (c) the amounts awarded, if any

Rule 55: Types of Award

55.1 The Tribunal may make:

- (a) interim awards
- (b) partial awards
- (c) final awards

55.2 The Tribunal may also make awards on:

- (a) jurisdiction
- (b) costs

Rule 56: Costs of Arbitration

56.1 The Tribunal shall determine the costs of the arbitration in its award.

56.2 Costs may include:

- (a) administrative fees of Arbitrasia
- (b) arbitrators' fees and expenses
- (c) legal and other costs of the parties

56.3 The Tribunal may direct that the costs of the arbitration **shall** be borne by the unsuccessful party. Where a party has succeeded in part and failed in part, or where the

circumstances so warrant, the Tribunal may apportion the costs between the parties. The Tribunal shall also consider the conduct of the parties, when determining costs.

Rule 57: Settlement

57.1 If the parties settle the dispute during the arbitration, the Tribunal shall record the settlement in the form of a consent award.

57.2 The consent award shall state that it is made with the consent of the parties and shall have the same status as any other award.

Rule 58: Correction and Interpretation of Award

58.1 Within thirty (30) days of receipt of the award, a party may request the Tribunal to:

- (a) correct any clerical, typographical, or computational errors
- (b) give an interpretation of a specific point of the award

58.2 The Tribunal shall respond within thirty (30) days of the request.

PART X — MISCELLANEOUS PROVISIONS

Rule 59: Confidentiality

59.1 All dispute resolution proceedings, including mediation, conciliation, and arbitration, documents, and awards shall be kept confidential.

59.2 No party shall publish or disclose any information relating to the proceedings without the consent of all parties and the Tribunal.

59.3 The obligation of confidentiality shall survive the termination of the proceedings.

Rule 60: Ethics to be Followed by the Neutral

The mediator, conciliator, and arbitrator shall:

- (a) follow and observe these Rules strictly
- (b) uphold the integrity and fairness of the process
- (c) ensure parties are fairly informed of procedural aspects
- (d) disclose any interest or relationship likely to affect impartiality
- (e) be faithful to the relationship of trust and confidentiality
- (f) recognize that the mediation/conciliation process is based on principles of self-determination

Rule 61: Resort to Arbitral or Judicial Proceedings

61.1 The parties shall not initiate, during the mediation/conciliation proceedings, any arbitral or judicial proceedings in respect of a matter that is the subject-matter of the proceedings, except where such proceedings are necessary for protecting their rights.

Rule 62: Exemption from Liability

62.1 Neither Arbitrasia nor any of its officers, employees, or neutrals (mediators, conciliators, or arbitrators) shall be liable to any party for any act or omission in connection with the proceedings, except in cases of fraud or willful misconduct.

Rule 63: Indemnity

63.1 The parties agree to indemnify and hold harmless Arbitrasia, its officers, employees, and neutrals against any claims arising out of or in connection with the proceedings.

Rule 64: Amendment of Rules

64.1 Arbitrasia reserves the right to amend these Rules from time to time.

64.2 Notice of any amendment shall be published on the Arbitrasia website.

64.3 Amendments shall apply to proceedings commenced after the effective date of the amendment.

Rule 65: Governing Law and Jurisdiction

65.1 These Rules shall be governed by and construed in accordance with the laws of India.

65.2 The courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with these Rules.

PART XI — MODEL CLAUSES

Rule 66: Recommended Multi-Tier Dispute Resolution Clause

Parties are encouraged to include the following multi-tier clause in their contracts:

"Any dispute, controversy, or claim arising out of or relating to this contract, including any question regarding its existence, validity, or termination ('Dispute'), shall be resolved in accordance with the following procedure:

1. Notice of Dispute and Default: *The party raising the Dispute shall send a written 'Notice of Dispute and Default' to the other party(s), describing the nature of the Dispute and the relief sought. The receiving party(s) shall have fifteen (15) days from receipt of the notice to resolve the Dispute or make the payment/fulfill the obligation.*

2. Pre-Arbitration Dispute Resolution (PADR): *If the Dispute is not resolved within the period set out in paragraph 1, the parties shall refer the Dispute to mediation or conciliation administered by the Arbitrasia Council for Dispute Resolution ('Arbitrasia') in*

accordance with its *Dispute Resolution Rules (Incorporating Arbitration, Mediation, and Conciliation)*. The parties shall cooperate in good faith with the mediator/conciliator for a period of thirty (30) days.

3. Arbitration: *If the Dispute is not resolved through PADR, it shall be finally settled by arbitration administered by Arbitrasia in accordance with its Dispute Resolution Rules (Incorporating Arbitration, Mediation, and Conciliation). A fresh arbitrator, who has not acted as the mediator/conciliator in the PADR process, shall be appointed by the Registrar. The seat of arbitration shall be [City], India. The arbitration shall be conducted in the English language. The award shall be final and binding on the parties."*

Rule 67: Recommended Standalone Arbitration Clause

Parties who wish to proceed directly to arbitration without the PADR phase are encouraged to include the following clause:

"Any dispute, controversy, or claim arising out of or relating to this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Arbitrasia Council for Dispute Resolution in accordance with its Dispute Resolution Rules (Incorporating Arbitration, Mediation, and Conciliation). The seat of arbitration shall be [City], India. The arbitration shall be conducted in the English language. The award shall be final and binding on the parties."

Rule 68: Model Mediation Clause

"The parties shall attempt to resolve any dispute, controversy, or claim arising out of or relating to this contract through mediation administered by the Arbitrasia Council for Dispute Resolution in accordance with its Dispute Resolution Rules (Incorporating Arbitration, Mediation, and Conciliation). The mediation shall be conducted at [City], India. If the dispute is not resolved within thirty (30) days of the commencement of mediation, either party may initiate arbitration in accordance with the said Rules. The mediation proceedings shall be confidential, and nothing said or done in the course of mediation shall be admissible in any subsequent arbitration or litigation."

Rule 69: Model Conciliation Clause

"Any dispute, controversy, or claim arising out of or relating to this contract, including any question regarding its existence, validity, or termination, shall first be referred to conciliation administered by the Arbitrasia Council for Dispute Resolution in accordance with its Dispute Resolution Rules (Incorporating Arbitration, Mediation, and Conciliation). The conciliator may make proposals for settlement and formulate the terms of a possible settlement. If the dispute is not resolved within thirty (30) days of the commencement of conciliation, either party may initiate arbitration in accordance with the said Rules."

PART XII — SUMMARY OF KEY TIME LIMITS

Activity	Standard PADR + Arbitration	Fast Track Arbitration	Emergency Arbitrator
Notice of Dispute	15 days to respond	—	—

Activity	Standard PADR + Arbitration	Fast Track Arbitration	Emergency Arbitrator
Commencement of PADR	Within 7 days of Notice expiry	—	—
Response to Application (no prior agreement)	15 days	—	—
Appointment of PADR Neutral	Within 7 days of consent	—	—
Challenge of PADR Neutral	7 days of becoming aware	—	—
Duration of PADR	30 days (extendable by 30 days)	—	—
Certificate of Failed PADR	Immediately upon failure	—	—
Appointment of Arbitrator post-PADR	Within 5 days of Certificate	—	—
Response to Request for Arbitration	15 days	15 days	—
Constitution of Tribunal	Within 15 days of commencement / 5 days post-PADR	Within 5 days of decision	24 hours
Statement of Claim	30 days	10 days	—
Statement of Defence	30 days	10 days	—
Challenge of Arbitrator	15 days of becoming aware	15 days of becoming aware	—
Emergency Arbitrator Order	—	—	14 days
Validity of Emergency Order	—	—	90 days
Final Award (Standard)	6 months (4 months post-PADR)	—	—
Final Award (Fast Track)	—	3 months	—

PART XIII — MODES OF PROCEEDINGS

Rule 70: General Principles

70.1 All proceedings under these Rules, including mediation, conciliation, and arbitration, may be conducted through any of the following modes:

- (a) **Physical Mode:** In-person proceedings held at a designated physical venue

- (b) **Online Mode:** Entirely virtual proceedings conducted through electronic means
- (c) **Hybrid Mode:** A combination of physical and online participation, where some participants attend in person while others participate remotely

70.2 The choice of mode shall be determined by:

- (a) agreement between the parties
- (b) in the absence of agreement, by the Registrar (for PADR) or the Tribunal (for arbitration), after considering:
 - (i) the nature and complexity of the dispute
 - (ii) the convenience and location of the parties and witnesses
 - (iii) the urgency of the proceedings
 - (iv) the need for cost-effectiveness
 - (v) any technological or connectivity constraints
 - (vi) the principles of fairness, equality, and access to justice

70.3 The mode of proceedings may be changed during the course of the proceedings by agreement of the parties or by the Registrar/Tribunal upon a showing of good cause.

Rule 71: Physical Mode

71.1 Physical proceedings shall be conducted at a venue designated by the Registrar (for PADR) or the Tribunal (for arbitration).

71.2 The venue shall be:

- (a) accessible to all participants
- (b) equipped with adequate facilities for the conduct of proceedings
- (c) conducive to the fair and efficient conduct of proceedings

71.3 The Registrar or Tribunal may, after consultation with the parties, change the venue for any session or hearing.

Rule 72: Online Mode

72.1 Online proceedings shall be conducted entirely through electronic means, including:

- (a) video conferencing platforms
- (b) audio conferencing
- (c) electronic document management systems
- (d) secure messaging platforms

- (e) any other technology approved by the Registrar or Tribunal

72.2 Technology Requirements:

- (a) The Registrar or Tribunal shall specify the technology platform to be used for the proceedings.
- (b) Each party shall ensure that it has:
 - (i) a stable internet connection
 - (ii) a device with audio and video capabilities
 - (iii) the necessary software or application
 - (iv) a quiet and private environment for participation
- (c) The Registrar or Tribunal may conduct a technology test before the commencement of proceedings.

72.3 Security and Integrity:

- (a) The technology platform used shall have adequate security features, including:
 - (i) end-to-end encryption
 - (ii) password protection
 - (iii) waiting room functionality
 - (iv) recording capabilities
- (b) The Registrar or Tribunal shall take reasonable steps to ensure the integrity and confidentiality of the proceedings.
- (c) Participants shall not record or share the proceedings without the express permission of the Registrar or Tribunal.

72.4 Recording of Online Proceedings:

- (a) All online proceedings shall be recorded by the Registrar or Tribunal.
- (b) The recording shall be stored securely and made available to the parties upon request.
- (c) The recording shall form part of the record of the proceedings.

Rule 73: Hybrid Mode

73.1 Hybrid proceedings combine physical and online participation, where:

- (a) some participants attend in person at the designated venue
- (b) other participants attend remotely through electronic means

73.2 Applicability:

- (a) Hybrid proceedings may be conducted where the Registrar or Tribunal determines that:
 - (i) it is impractical or excessively burdensome for all participants to attend in person
 - (ii) the interests of fairness, efficiency, and cost-effectiveness would be served
 - (iii) the technology is available to ensure effective participation by all
- (b) Hybrid proceedings shall be conducted in a manner that ensures:
 - (i) remote participants can see, hear, and communicate effectively with all other participants
 - (ii) in-person participants can see, hear, and communicate effectively with remote participants
 - (iii) no participant is disadvantaged by their mode of participation

73.3 The Registrar or Tribunal shall ensure that the hybrid setup includes:

- (a) adequate audio-visual equipment at the physical venue
- (b) a stable technology connection
- (c) a facilitator to manage the technology and assist remote participants
- (d) clear protocols for participation, including speaking order and raising of hands

Rule 74: Virtual Hearings and Meetings

74.1 Virtual hearings and meetings may be conducted for any stage of the proceedings, including:

- (a) preliminary conferences
- (b) procedural hearings
- (c) evidentiary hearings
- (d) oral submissions
- (e) mediation sessions
- (f) conciliation sessions
- (g) delivery of awards or orders

74.2 Conduct of Virtual Hearings:

- (a) The Registrar or Tribunal shall issue directions for the conduct of virtual hearings, including:

- (i) the technology platform to be used
- (ii) the timeline for submissions
- (iii) the procedure for examination of witnesses, if any
- (iv) the procedure for submission of exhibits and documents
- (b) The principles of natural justice and fair hearing shall apply to virtual hearings.
- (c) The Registrar or Tribunal shall ensure that all participants are given a full and fair opportunity to participate.

74.3 Witnesses in Virtual Hearings:

- (a) Witnesses may give evidence remotely in virtual hearings.
- (b) The following safeguards shall apply:
 - (i) the witness shall be identified and their identity verified
 - (ii) the witness shall be in a quiet and private environment
 - (iii) the witness shall not have any unauthorized persons in the room
 - (iv) the witness shall not have access to any unauthorized documents
 - (v) the witness shall be subject to cross-examination
- (c) The Registrar or Tribunal may, if necessary, require the witness to be physically present.

Rule 75: Electronic Filing and Document Management

75.1 All documents may be filed electronically through the Arbitrasia online portal or by email.

75.2 Electronic Filing Requirements:

- (a) Documents shall be filed in a searchable format (PDF, DOCX, or as directed).
- (b) Documents shall be clearly identified with the case number, party name, and date.
- (c) Documents shall be paginated and indexed.
- (d) The party filing documents shall retain the originals and produce them upon request.

75.3 Electronic Service:

- (a) Documents may be served electronically in accordance with Part V of these Rules.
- (b) Electronic service shall be deemed valid as set out in Rule

75.4 Digital Signatures:

- (a) Documents, including awards, orders, and settlement agreements, may be signed electronically.
- (b) Electronic signatures shall have the same legal effect as physical signatures, subject to applicable law.
- (c) The following methods of electronic signature are recognized:
 - (i) digital signatures under the Information Technology Act, 2000
 - (ii) scanned physical signatures
 - (iii) electronic consent or acknowledgment
 - (iv) any other method agreed by the parties

Rule 76: Data Protection and Cyber-Security

76.1 The Registrar, Tribunal, and all participants shall take reasonable steps to protect the confidentiality, integrity, and security of all data and information shared during the proceedings.

76.2 Personal data of the parties, witnesses, and neutrals shall be processed in accordance with applicable data protection laws.

76.3 The Registrar or Tribunal may issue directions for:

- (a) secure storage of documents and recordings
- (b) secure communication channels
- (c) data retention and disposal
- (d) prevention of unauthorized access

76.4 Participants shall not share any information from the proceedings on social media or any public platform.

Rule 77: Cost Implications

77.1 The mode of proceedings may affect the costs of the proceedings.

77.2 In determining costs, the Tribunal or Registrar shall consider:

- (a) the costs of technology and infrastructure
- (b) travel and accommodation costs saved
- (c) the efficiency and convenience of the chosen mode
- (d) any additional costs incurred by any party due to the chosen mode

77.3 The Tribunal or Registrar may make orders for the allocation of technology-related costs.

Rule 78: Equal Treatment and Access to Justice

78.1 Regardless of the mode of proceedings, the Registrar and Tribunal shall ensure that all parties are treated with equality and given a full and fair opportunity to present their case.

78.2 Special consideration shall be given to:

- (a) parties with disabilities
- (b) parties with limited technological access or capabilities
- (c) parties in remote or underserved locations
- (d) parties who may be disadvantaged by the chosen mode

78.3 The Registrar or Tribunal may, upon a party's application, make reasonable accommodations to ensure effective participation.

PART XIV — SETTLEMENT DURING ARBITRATION (ARB-MED-ARB / AMA)

Rule 79: Encouragement of Settlement

79.1 *The Tribunal shall, at any stage of the arbitral proceedings, encourage the parties to explore settlement of the dispute amicably, in accordance with Section 30 of the Arbitration and Conciliation Act, 1996.*

79.2 *The Tribunal may, with the agreement of the parties, use mediation, conciliation, or other procedures to facilitate settlement.*

Rule 80: Referral to Mediation or Conciliation During Arbitration

80.1 *At any stage of the arbitral proceedings, the parties may, by mutual written agreement, request the Tribunal to refer the dispute to mediation or conciliation.*

80.2 *Upon such request, the Tribunal shall:*

- *(a) Suspend the arbitral proceedings for a period not exceeding **thirty (30) days**, extendable by mutual consent of the parties for a further period not exceeding **thirty (30) days**;*
- *(b) Refer the parties to mediation or conciliation administered by Arbitrasia in accordance with these Rules, or to any other mediator/conciliator mutually agreed upon by the parties;*

- (c) If the parties agree, the Tribunal itself may act as a mediator or conciliator, provided that the parties have waived any objection to the Tribunal resuming its role as arbitrator if the mediation/conciliation fails.

80.3 *The costs of such mediation or conciliation shall be borne by the parties as agreed.*

Rule 81: Effect on Arbitration Proceedings

81.1 *Upon referral to mediation or conciliation under Rule 80:*

- (a) *The timeline for rendering the award under Rule 53 shall be extended by the period of suspension;*
- (b) *The Tribunal shall not take any further steps in the arbitration until the mediation/conciliation is concluded or the parties agree to terminate it.*

81.2 *If the dispute is not resolved through mediation or conciliation, the arbitral proceedings shall resume from the stage at which they were suspended.*

Rule 82: Recording of Settlement

82.1 *If the parties reach a settlement during mediation or conciliation, they shall inform the Tribunal.*

82.2 *The Tribunal shall record the settlement in the form of a **consent award** under Rule 57, unless the parties agree otherwise.*

Rule 83: Role of Tribunal as Mediator/Conciliator

83.1 *If the parties agree, the Tribunal may act as a mediator or conciliator to assist the parties in reaching a settlement.*

83.2 *If the mediation/conciliation fails, the Tribunal shall resume its role as arbitrator.*

83.3 *The parties shall waive any objection to the Tribunal acting as mediator/conciliator and subsequently as arbitrator, provided that the Tribunal has not received any confidential information that would prejudice its impartiality.*

83.4 *For the avoidance of doubt, the prohibition under Rule 9.4 (Mediator/Conciliator as Arbitrator) shall not apply where the Tribunal acts as mediator/conciliator with the express consent of the parties under this Rule.*

These Rules are effective from 18-07-2026. The Arbitrasia Council for Dispute Resolution reserves the right to amend these Rules from time to time. The latest version shall be available on the Arbitrasia website.

For Arbitrasia Council for Dispute Resolution