

EXPEDITED ARBITRATION RULES

APPLICABLE FOR INSTITUTIONAL EXPEDITED ARBITRATION
CONDUCTED BY INDIAN INSTITUTE OF ARBITRATION & MEDIATION



PEACEGATE



INDIAN INSTITUTE OF
ARBITRATION & MEDIATION

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FOREWORD

IIAM Expedited Arbitration is based on the Expedited Arbitration Rules published by the Indian Institute of Arbitration & Mediation (“IIAM”), which is intended to help parties and arbitrators to take maximum advantage of the flexible procedures available in arbitration for the resolution of disputes quickly and economically. IIAM Expedited Arbitration Rules is adopted based on the concept given under the UNCITRAL Expedited Arbitration Rules 2021. The Rules allow the parties to choose the proceedings balancing the efficiency of the arbitral proceedings and the rights of the disputing parties to due process and fair treatment and to reach a final resolution of the dispute in a cost and time effective manner. The costs and expenses of arbitration will be governed by the Fee Schedule of the IIAM Expedited Arbitration Rules.

For administered expedited arbitration by IIAM, there should be an expedited arbitration clause in their contract or in the absence of any such clause; there should be an agreement between the parties to arbitrate under the IIAM Expedited Arbitration Rules.

The Rules applicable for expedited arbitration shall be the IIAM Expedited Arbitration Rules made effective as on the date of commencement of arbitration and shall be accessed at the IIAM website at https://www.arbitrationindia.com/pdf/rules_exp_arbitration.pdf

Further information about IIAM services, rules and procedures can be found in our website.

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IIAM EXPEDITED ARBITRATION RULES

(Revised w.e.f. 01 January 2024)

(ADOPTED BASED ON THE CONCEPT OF
UNCITRAL EXPEDITED ARBITRATION RULES 2021)

IIAM EXPEDITED ARBITRATION RULES, 2023

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IIAM EXPEDITED ARBITRATION RULES

(As revised w.e.f. 01 January 2024)

PART-I

1. The IIAM Expedited Arbitration Rules (hereinafter referred to as “Expedited Rules”) shall be in accordance with this part and shall also include the Schedules set out in Part-II.
2. Expedited arbitration is a streamlined and simplified procedure with a shortened time frame, which makes it possible for the parties to reach a final resolution of the dispute in a cost and time effective manner.
3. All communication made to IIAM shall be addressed to the Administrator of IIAM.
4. Definitions of specific terms used under the Rules may be referred to in Schedule-1.

Rule 1

Scope and application

- (a) Where parties have agreed in writing to arbitrate their disputes under the Expedited Arbitration Rules of the Indian Institute of Arbitration & Mediation (“IIAM Expedited Arbitration Rules”), then —
 - (i) It is deemed that the parties have made these Rules or such amended Rules or affiliated Rules as IIAM may have adopted, as part of their arbitration agreement and such disputes shall be settled or resolved by arbitration in accordance with the Rules and shall be legally bound to comply with these Rules.
 - (ii) The expedited arbitration shall be conducted and administered by the arbitrator and IIAM in accordance with these Rules; and

- (iii) The parties are deemed to have authorised IIAM to determine any or all issues, which the parties are free to determine as per the Arbitration & Conciliation Act, 1996 and under these Rules.
- (b) The Rules applicable for expedited arbitration shall be those in force at the time of commencement of the arbitration unless the parties have agreed otherwise.
- (c) These Rules shall govern the expedited arbitration except where any of these Rules are in conflict with any provision of law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
- (d) The Rules are also subject to such modifications as the parties may agree in writing at any time.
- (e) Expedited Arbitration under these rules is normally conducted online. If the parties decide and agree to have the arbitration offline, the venue of such offline arbitration may be fixed by IIAM.
- (f) These Rules shall also apply to expedited arbitration initiated under the Peacegate Application, the digital platform of IIAM.
- (g) IIAM Expedited arbitration is possible only for claims upto INR 1,00,00,000.00 and above such value arbitration can be done only under IIAM Arbitration Rules.
- (g) At any time during the proceedings, the parties may agree that the Expedited Rules shall no longer apply to the arbitration. When the Expedited Rules no longer apply to the arbitration, the arbitral tribunal shall remain in place and conduct the arbitration in accordance with the IIAM Arbitration Rules.

Rule 2
Commencement of Arbitration

- (a) A party initiating recourse to expedited arbitration under the Rules (“Claimant”) shall be required to make a Request for Arbitration to IIAM, which shall include the following —
 - (i) The names, addresses, telephone numbers and e-mail addresses of the parties and their counsel;
 - (ii) The brief facts in dispute relied on by the Claimant;
 - (iii) The relief sought, including an estimate of the monetary value of the claims;
 - (iv) Copy or description of the arbitration agreement or clause under which the dispute is to be resolved and Notice of Arbitration served on the Respondent and the Reply to the Notice of Arbitration received from the Respondent, if any; and

- (v) The seat of arbitration.
- (b) Upon filing the Request for Arbitration, the Claimant shall pay the appropriate registration/ filing fee as provided in the IIAM Expedited Arbitration Fee Schedule, in force on the date of filing of the Request.
- (c) If the registration/ filing fee is not paid upon filing the Request for Arbitration, IIAM shall set a time period within which the Claimant shall pay the fee. If the fee is not paid within this time period, IIAM shall dismiss the Request for Arbitration.
- (d) In case of arbitration initiated through the Peacegate Application, the Request for Arbitration can be filed along with the details as under sub-rule (a), through the App itself.
- (e) In case of any patent defect in the Request for Arbitration, with respect to institutional arbitration clause or prima-facie arbitrability of the dispute, IIAM shall inform the Claimant to rectify such defect and the Claimant may do so. If such defect is not cured within a period of 3 days, IIAM shall dismiss the Request for Arbitration. The registration fee shall not be refunded on such dismissal.
- (f) The date of acceptance by IIAM of the Request for Arbitration, complete with all the accompanying documentation and the appropriate filing fee and verification that the submission is proper, shall be treated as the date on which the institutional arbitration has commenced for all purposes under the Rules (“Commencement of Institutional Arbitration Process”).

Rule 3
Notifications, Time Limits and Representation

- (a) By default, the parties agree that all communications, notices, and notifications under these rules shall be made through registered email or WhatsApp number or Peacegate application or such other electronic communications, which have been agreed upon by the parties.
- (b) In case the parties have not recorded their registered email or WhatsApp number in the contract, all communications, notices, and notifications under these rules shall be effected by properly addressing, pre-paying and posting by registered post, unless the parties agree for online communication during the arbitration process.
- (c) A copy of any communication to or from the Arbitral Tribunal by or to the parties shall be sent to IIAM.
- (d) If the circumstances of the case so justify and for sufficient reasons, IIAM may amend the time limits provided for in these Rules, as well as any time limits that it has set. IIAM shall not amend any time limits set by the Arbitral Tribunal unless it directs otherwise.

- (e) The time periods established in this Rules are to be strictly enforced and a Party's untimely Claim, Response, Request, Demand, Notice or Submission may be denied solely because it is untimely.
- (f) The parties may be represented or assisted by a counsel/ consultant/ adviser of their choice. The parties shall confer upon such advisers the necessary authority to represent them in the arbitral proceedings and file such authority before IIAM.
- (g) If any of the parties are not able to be present personally, they can be represented through their authorised persons or power of attorney holders.
- (h) The names, addresses, mobile phone numbers and emails of the arbitral tribunal, all parties in arbitration and those who will represent them, should be furnished to IIAM and exchanged between the parties.

Rule 4

Appointment of Arbitrator

- (a) Where the parties have agreed to these Rules, IIAM shall be the Appointing Authority and shall appoint the arbitrator as per these Rules.
- (b) Unless otherwise agreed by the parties, there shall be one arbitrator.
- (c) IIAM shall, within 7 days of the commencement of Institutional Arbitration Process, initiate the appointment of the sole arbitrator.
- (d) Before appointment of an arbitrator, IIAM shall obtain a Disclosure Statement as per Schedule-3, so as to verify and confirm that the Arbitrator is not ineligible to be appointed as an arbitrator in the said dispute under Schedule-2, and that the arbitrator can devote the time necessary to conduct the arbitration expeditiously taking into account the fact that the parties agreed to refer their dispute to expedited arbitration and the time frames in the Expedited Rules.
- (e) Once IIAM finds that there is no ineligibility for the arbitrator as per the Disclosure Statement given under sub-rule (d), IIAM shall appoint the arbitrator and inform the arbitrator and the parties about the constitution of the Arbitral Tribunal, along with the Disclosure Statement.
- (f) The date of receipt of intimation by the arbitrator about the constitution of the arbitral tribunal shall be deemed to be the date when the arbitral tribunal enters upon reference under the Rules ("Date of Reference").

Rule 5

Challenge to the Arbitrator

- (a) An arbitrator may be challenged if circumstances exists that give rise to justifiable doubts as to the arbitrator's impartiality or independence.

- (b) A party that intends to challenge an arbitrator shall send notice of its challenge within 7 days after it has been notified of the appointment of the arbitrator, or within 7 days after the circumstances mentioned in sub-rule (a) became known to that party.
- (c) The notice of challenge shall be communicated to all other parties and to the arbitrator. The notice of challenge shall state the reasons for the challenge.
- (d) If, within 7 days from the date of the notice of challenge, the arbitrator does not withdraw, the arbitrator shall within 14 days from the date of the notice of challenge, take a decision on the challenge.
- (e) Upon withdrawal by the arbitrator or sustainment of the challenge, the substitute arbitrator shall be appointed by IIAM in the same procedure as under Rule 4.
- (f) If the challenge is turned down, the arbitrator shall proceed with arbitration.

Rule 6

Case Management Procedure

- (a) After the constitution of the arbitral tribunal, the Tribunal shall issue the first notice, intimating the date of conference for finalising Case Management Procedure.
- (b) The Case Management Procedure meeting would be convened by the arbitral tribunal with all the parties to discuss procedural matters.

The term “Parties” may include their respective counsels/ consultants/ advisers.

- (c) The Case Management Procedure will be finalised, in consultation with the parties. The normal time-frame would be as follows —
 - (i) For filing Claim statement by the claimant: 15 days;
 - (ii) For filing Statement of defence and counter claim, if any by the respondent: 15 days;
 - (iii) For filing Reply and statement of defence, if any by the claimant: 10 days;
 - (iv) For filing Rejoinder, if any by the respondent: 10 days.

The case management time frame shall be extended only in exceptional circumstances.

- (d) In case, any of the parties fail to appear or commit default in the Case Management Procedure, the arbitral tribunal shall proceed as follows:

- (i) If the claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings;
- (ii) If the respondent has failed to communicate its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations;
- (iii) In case the defaulting party appears subsequently and/or seeks suitable directions from the arbitral tribunal and if the arbitral tribunal considers appropriate to allow the defaulting party to file their pleadings, the arbitral tribunal may again convene the Case Management Procedure.

Provided such reopening of proceedings allowing defaulting party to file their pleadings will not be allowed, if there is a delay of more than 35 days.

- (e) After the Case Management Procedure, future communications to the parties, arbitral tribunal and IIAM can be agreed to be done through emails or such other electronic communications, in the absence of any pre-agreed registered email or WhatsApp number, as stated in Rule 3(b).

Rule 7

Interim and Preliminary Reliefs

- (a) The arbitral tribunal may, at the request of a party, grant interim measures.
- (b) An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, for example and without limitation, to —
 - (i) Maintain or restore the status quo pending determination of the dispute;
 - (ii) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;
 - (iii) Provide a means of preserving assets out of which a subsequent award may be satisfied; or
 - (iv) Preserve evidence that may be relevant and material to the resolution of the dispute.
- (c) The party requesting an interim measure under sub-rule (b) shall satisfy the arbitral tribunal that —

- (i) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
 - (ii) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.
- (d) The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
 - (e) The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
 - (f) A party may, without notice to any other party, make a request for an interim measure as under sub-rule (b), together with an application for a preliminary order directing a party not to frustrate the purpose of the interim measure requested.
 - (g) The arbitral tribunal may grant a preliminary order only if it considers that prior disclosure of the request for the interim measure to the party against whom it is directed risks frustrating the purpose of the measure.

Provided, the arbitral tribunal shall require the party applying for a preliminary order to provide security in connection with the order unless the arbitral tribunal considers it inappropriate or unnecessary to do so.

Provided further that, after the arbitral tribunal passes a preliminary order, the arbitral tribunal shall give notice to all parties of the request for the interim measure, along with the copy of the application for the preliminary order, the preliminary order, if any, and all other communications, between any party and the arbitral tribunal in relation thereto.

- (h) If an order is passed under sub-rule (g), the arbitral tribunal shall give an opportunity to any party against whom a preliminary order is directed to present its case at the earliest practicable time and shall decide promptly on any objection to the preliminary order.
- (i) A preliminary order passed under sub-rule (g) shall expire after twenty-one days from the date on which it was issued. However, the arbitral tribunal may issue an interim measure adopting or modifying the preliminary order, after the party against whom the preliminary order is directed has been given notice and an opportunity to present its case.

Rule 8

Completion of Pleadings

- (a) The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim, statement of defence, rejoinder and reply) should not exceed 70 days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

Rule 9

Arbitration Procedure

- (a) The arbitral tribunal may conduct the arbitration in such manner as it considers appropriate and the dispute shall be decided on the basis of documentary evidence only and the arbitral tribunal may hold a hearing on arguments based on the pleadings and documentary evidence.
- (b) If the parties use Peacegate online platform for filing the pleadings and other written communications, the parties would be issued notifications in their registered email address or WhatsApp number about such filings and the parties would be able to access such filings from the Peacegate Case Dashboard and the same will be considered as valid electronic records under the IT Act.
- (c) While fixing online hearing, the arbitral tribunal shall consider and discuss with the parties the following —
- (i) Different time zones, if applicable and the start and finish times, breaks and length of each hearing session.
 - (ii) Logistics of the location of participants, total number of participants, number of remote locations, extent to which any participants will be in the same physical venue, extent to which members of the arbitral tribunal may be in the same physical venue as one another and/or any other participants, availability and control of break out rooms.
- (d) The digital platform used for online arbitration shall ensure the following features and safety measures —
- (i) Allow the parties to opt for textual communications – chat rooms, audio conferencing or video conferencing.
 - (ii) Allow the parties facilities for online waiting rooms and general discussion rooms.
 - (iii) The entry to the rooms is restricted to registered parties only, with list of participants issued to all participating parties and password protected.

- (e) During online arbitration, if a party is not able to get connectivity or if loses connectivity or faces interruptions during the arbitration session, all the parties and the arbitral tribunal shall be notified of the said fact by the Case Admin or Case Manager and the Arbitrator or the Digital Admin shall notify the disconnected party through digital notification on registered mobile phones or in their registered email address and seek the clarification from such disconnected party.

Provided that if a party, without intimation, gets disconnected from an ongoing arbitration session for fifteen continuous minutes or more, it shall be deemed as a connectivity issue.

- (f) In case of such disruption of connectivity, the arbitration session shall be kept in abeyance till such party reconnects in the platform.
- (g) If a party has not attended the arbitration session as per the sitting schedule on the online platform, it shall not prima-facie be considered as an absence, but shall be presumed as a disruption or interruption in connectivity. The Arbitrator shall contact the non-appeared party through email, notification, telephone or any other recognized medium of communication and clarify the position. In case the party does not respond to such email, within a period of 3 days, it shall be considered as a failure of the party to attend the proceedings as under Rule 6(d).
- (h) The arbitral tribunal shall complete the arbitral process, within 120 days from the date of reference, unless, in exceptional circumstances, IIAM extends the time for a period not exceeding a further period of 30 days.

Rule 10

Award

- (a) The arbitral tribunal shall render its final award within a period of 120 days from the date of reference.
- (b) The arbitral tribunal may, in exceptional circumstances, extend the period of time. The extended period of time shall not exceed a total of 150 days from the date of reference.
- (c) In the event the parties reach a settlement after the commencement of the arbitration, the arbitral tribunal shall, if so requested by the parties, record the settlement in the form of an award made by consent of the parties. If the parties do not require a consent award, the parties shall inform IIAM that a settlement has been reached. The arbitration shall only be deemed concluded and the arbitral tribunal discharged upon full settlement of the costs of arbitration.

- (a) By agreeing to arbitration under these Rules, it is agreed that the award shall be final and binding on the parties from the date it is made. The parties undertake to carry out the award immediately and without delay.
- (b) The arbitral tribunal shall deliver sufficient copies of the completed award to IIAM.
- (c) IIAM shall notify the parties of its receipt of the award from the arbitral tribunal. The award shall be deemed to have been received by the parties upon delivery by registered mail or through electronic communications.

Rule 11

Scrutiny of the Award

- (a) Unless otherwise agreed by the parties, IIAM may notify a Scrutiny Board, consisting of one or more arbitration experts and before signing any award, the arbitral tribunal may submit the award in draft form to IIAM.
- (b) If so given for scrutiny, IIAM shall submit the draft award to the Scrutiny Board and they may lay down modifications as to the form of the award and, without affecting the arbitral tribunal's liberty of decision, may also draw its attention to points of substance.
- (c) The Scrutiny Board shall return the award with comments within 7 days from the date of submission by IIAM and shall forward the same to the arbitral tribunal.
- (d) The arbitral tribunal shall, at its own discretion, accept or discard the comments given by the Scrutiny Board and make the final arbitral award.

Rule 12

Interpretation, Correction or Additional Award

- (a) Within 15 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature or for an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.
- (b) The arbitral tribunal shall make the interpretation or correction or additional award, if so justified, within a period of 15 days after the receipt of such request.

Rule 13
Fee, Deposits and Costs

- (a) Subsequent to the commencement of arbitration process, IIAM shall fix a provisional advance deposit in an amount intended to cover the costs of the arbitration. Any such provisional advance deposit shall be paid by the claimant or if agreed by the parties, in equal shares and the same will be considered as partial payment of any deposits of costs as under the Fee Schedule.
- (b) The fees of the arbitral tribunal and administrative costs shall be fixed by IIAM in accordance with the IIAM Expedited Arbitration Fee Schedule.
- (c) If the arbitration is abandoned by the claimant after the commencement of arbitration and before the constitution of the arbitral tribunal, the claimant shall be liable to pay 10% of the Administrative fee as per the IIAM Expedited Arbitration Fee Schedule.
- (d) If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final award is made, the parties shall be jointly and severally liable to pay the costs of the arbitration and the same shall be determined in the same rates as given in clause (e) hereunder. If the costs so determined are less than the deposits made, there shall be a refund in the same proportions as the deposits were made by the parties.
- (e) In case of withdrawal of an arbitrator as under Rule 5(e), the fee of the arbitrators shall be fixed as follows:
 - (i) If the arbitrator withdraws before the commencement of pleadings, the withdrawing arbitrator will be entitled to 25% of the total arbitrator fee and the balance 75% will be due to the substituted arbitrator;
 - (ii) If the arbitrator withdraws after the completion of pleadings, the withdrawing arbitrator will be entitled to 50% of the total arbitrator fee and the balance 50% fee will be due to the substituted arbitrator;
 - (iii) If the arbitrator withdraws after the hearing stage, the withdrawing arbitrator will be entitled to 75% of the total arbitrator fee and the substituted arbitrator will be entitled to 50% of the arbitrator fee.

Rule 14
Post-Award Negotiation

- (a) Within 15 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to act as an amiable compositeur to facilitate an amicable settlement between the parties through negotiation.
- (b) The purpose of negotiation will be to have an amicable settlement to implement the terms of the award as per mutual consensus, so that the challenge of the award or enforcement of the award can be avoided and the award can be given effect to by negotiating the terms and stipulations on quantum, time or other considerations.

- (c) The negotiation shall be completed within a period of 15 days from the date of receipt of the application and if no settlement could be made within such time, it shall be deemed that the negotiation effort has failed.
- (d) If the parties arrive at an amicable settlement by way of negotiation, they may request the arbitral tribunal to pass an arbitral award on agreed terms, based on the terms of their settlement.
- (e) If an application is filed under this Rule, the date of closure of the application will be deemed to be the date when the arbitral award is received by the parties for all legal purposes.

Rule 15
Confidentiality and Exclusion of Liability

- (a) The Arbitral Tribunal, the parties, Administrator, Admins, Case Manager and staff of IIAM shall keep confidential all matters relating to the arbitral proceedings including any award except where disclosure is necessary for purposes of implementation and enforcement or to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to challenge an award in bona fide legal proceedings before a court or other judicial authority.
- (b) IIAM, Arbitral Tribunal, Administrator, Admins or Case Manager shall not be liable to any party for any act or omission related to the conduct of the arbitral proceedings.

Rule 16
General Provisions

- (a) Under these Rules a decision to be taken by IIAM, shall be taken by the Administrator. The Administrator may, if required delegate such of its duties and functions to a Registrar or Case Manager.
- (b) IIAM may destroy all documents served on it pursuant to the Rules after the expiry of a period of two years after the date of the last correspondence received by IIAM relating to the arbitration.
- (c) The Fee structure under the Rules shall be the fee published by IIAM in the IIAM Expedited Arbitration Fee Schedule as on the date of submission of arbitration.
- (d) All decisions taken by IIAM with respect to administrative matters, time-frames and institutional matters under these Rules are final and binding on the parties.
- (e) In all matters not expressly provided for in these Rules, IIAM, the arbitral tribunal and the parties shall act in the spirit of these Rules and shall make every reasonable effort to ensure that any award is legally enforceable.
- (f) In the event a court of competent jurisdiction finds any portion of this Rules to be in violation of the law or otherwise unenforceable, that portion shall not be effective and the remainder of the Rules shall remain effective.

PART-II SCHEDULES

Schedule 1 DEFINITIONS

In this Rules, unless the context otherwise requires —

- (a) “Administrator” means the IIAM official assigned under these Rules who shall perform all the functions to be done by IIAM as required under these Rules.
- (b) “Appointing Authority” means an institution or person and agreed upon and designated by the parties to appoint the arbitrators and under these Rules shall mean IIAM.
- (c) “Arbitral Tribunal” means a sole arbitrator appointed for the purpose of resolving a referred dispute by way of expedited arbitration.
- (d) “Arbitration Agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them to arbitration, which can also be in the form of a separate agreement or in the form of a clause in the contract between them. Under these Rules, Arbitration Agreement means an agreement wherein the parties have agreed to resolve their disputes under the IIAM Expedited Arbitration Rules.
- (e) “Arbitration session” means a meeting arranged as under these Rules, between the arbitral tribunal or IIAM and one or more of the parties to the dispute and includes any activity undertaken to arrange or prepare for such a meeting, whether or not the meeting takes place; and includes any follow up on any matter or issue raised in such a meeting.

Meeting includes a meeting conducted by electronic communication, video conferencing or other electronic or digital means or physical meeting.

- (f) “Award” includes, inter alia, an interim, partial or final Award, interpretation, correction or additional award and consent award.
- (g) “Case Admin” means the IIAM official assigned under these Rules who shall perform all the functions to be done by IIAM, as delegated by the Administrator, especially in Peacegate Online application.
- (h) “Case Manager” means the IIAM official assigned under these Rules who shall perform all the functions to be done by IIAM, as delegated by the Administrator.
- (i) “Commencement of Arbitration” means the date on which a party receives a Notice of Arbitration issued by the other party.
- (j) “Commencement of Institutional Arbitration Process” means the date on which a completed and proper Request for Arbitration is accepted by IIAM.
- (k) “Date of Reference” means the date on which the arbitral tribunal receives the intimation about its constitution and it will be deemed to be the date when the arbitral tribunal enters upon reference.
- (l) “Digital Admin” means the entity that carries out such administration and coordination in the digital platform of Peacegate, or such other digital platform.
- (m) “Expedited Arbitration” means the expedited arbitration conducted under the IIAM Expedited Arbitration Rules.
- (n) “IIAM” means Indian Institute of Arbitration & Mediation.
- (o) “IIAM Expedited Arbitration Fee schedule” means the fee schedule of IIAM applicable as on the date of submission of arbitration under these Rules.
- (p) “Notice of Arbitration” means a notice issued by a party to the other, invoking the arbitration agreement and referring the disputes to arbitration.
- (q) “Online Arbitration” means arbitration initiated and/or conducted as an ODR mechanism, conducted using the electronic platform of Peacegate or such other platforms as agreed by the parties.
- (r) “Online meeting” or “Virtual meeting” means a meeting arranged as under these Rules, between the arbitral tribunal or IIAM and one or more of the parties for conducting arbitration proceedings by audio-conference, video-conference, or other similar means of communication.
- (s) “Party to Arbitration” means any party to an arbitration agreement.

Party may include multiple parties, which includes claimants as well as respondents.

“Claimant” means the party who initiate the recourse to arbitration under these Rules.

“Respondent” means the party against whom the claimant initiates arbitration under these Rules.

- (t) “Peacegate App” means an exclusive and unique ADR-ERP software and digital platform adopted by IIAM which provides facility to conduct negotiation, mediation and arbitration, which can used in web platform from www.peacegate.in and can also be used as App in Apple iOS and Android instruments.
- (u) “Peacegate Case Dashboard” means the designated online platform under the Peacegate App, where the filings, pleadings, applications, proceedings, orders, etc. in a numbered arbitration matter is displayed and can be accessed by all the parties, arbitral tribunal and IIAM. The Dashboard will also provide access to web conferencing and online hearing of the arbitration process.
- (v) “Registrar” means the IIAM official assigned under these Rules who shall perform all the functions to be done by IIAM, as delegated by the Administrator.
- (w) “Reply to the Notice of Arbitration” means a reply issued by a party in response to the Notice of Arbitration.
- (x) “Request for Arbitration” means the filing of a request to initiate recourse to arbitration under the Rules by the Claimant.
- (y) “Seat/ Place of Arbitration” means the place agreed upon by the parties, which is designated as the jurisdictional place for the arbitration proceedings.



Schedule 2
INELIGIBILITY TO BE APPOINTED AS ARBITRATOR

Arbitrator's Relationship with the Parties or Counsel

1. The arbitrator is an employee, consultant, advisor or has any other past or present business relationship with the party.
2. The arbitrator currently represents or advises one of the parties or an affiliate of one of the parties.
3. The arbitrator currently represents the lawyer or law firm acting as counsel for one of the parties.
4. The arbitrator is a lawyer in the same law firm which is representing one of the parties.
5. The arbitrator is a manager, director or part of the management, or has similar controlling influence, in an affiliate of one of the parties if the affiliate is directly involved in the matters in dispute in the arbitration.
6. The arbitrator's law firm had a previous but terminated involvement in the case without the arbitrator being involved himself or herself.
7. The arbitrator's law firm currently has a significant commercial relationship with one of the parties or an affiliate of one of the parties.
8. The arbitrator regularly advises the appointing party or an affiliate of the appointing party even though neither the arbitrator nor his or her firm derives a significant financial income therefrom.
9. The arbitrator has a close family relationship with one of the parties and in the case of companies with the persons in the management and controlling the company.

10. A close family member of the arbitrator has a significant financial interest in one of the parties or an affiliate of one of the parties.
11. The arbitrator is a legal representative of an entity that is a party in the arbitration.
12. The arbitrator is a manager, director or part of the management, or has a similar controlling influence in one of the parties.
13. The arbitrator has a significant financial interest in one of the parties or in the outcome of the case.
14. The arbitrator regularly advises the appointing party or an affiliate of the appointing party, and the arbitrator or his or her firm derives a significant financial income therefrom.

Relationship of the Arbitrator to the Dispute

15. The arbitrator has given legal advice or provided an expert opinion on the dispute to a party or an affiliate of one of the parties.
16. The arbitrator has previous involvement in the case.

Arbitrator's Direct or Indirect Interest in the Dispute

17. The arbitrator holds shares, either directly or indirectly, in one of the parties or an affiliate of one of the parties that is privately held.
18. A close family member of the arbitrator has a significant financial interest in the outcome of the dispute.
19. The arbitrator or a close family member of the arbitrator has a close relationship with a third party who may be liable to recourse on the part of the unsuccessful party in the dispute.

Explanation 1 – The term “close family member” refers to a spouse, sibling, child, parent or life partner.

Explanation 2 – The term “affiliate” encompasses all companies in one group of companies including the parent company.



Schedule 3
DISCLOSURE STATEMENT BY ARBITRATOR

1. I am impartial and independent of each of the parties and intend to remain so and shall act in an unbiased manner, treating all parties with fairness, quality and respect.
2. My prior experience in arbitration is briefly as follows:
3. *[In case of no connection with any of the parties]*
To the best of my knowledge, there are no circumstances, financial or personal interest, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and the co-arbitrators, if any, of any such circumstances that may subsequently come to my attention during this arbitration.
4. *[In case of any connection with any of the parties]*
To the best of my knowledge:
 - (a) My past and present professional, business and other relationships with the parties are as under (including whether the arbitrator has within the past three years been appointed as an arbitrator on two or more occasions by one of the parties or an affiliate of one of the parties) (list out):
 - (b) Any other relevant circumstances (list out):

I confirm that the above circumstances do not affect my independence and impartiality. I shall promptly notify the parties and the co-arbitrators, if any, of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.
5. I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits under the IIAM Expedited Arbitration Rules.

Schedule 4
MODEL EXPEDITED ARBITRATION CLAUSE

Parties to a contract who wish to have any future disputes referred to expedited arbitration under the IIAM Expedited Arbitration Rules may insert in the contract a clause in the following form:

“Any dispute, difference or controversy arising out of or in connection with this agreement, including any question regarding its existence, operation, termination, validity or breach thereof shall be referred to and finally resolved by arbitration as per the Arbitration & Conciliation Act, 1996* and shall be conducted by the Indian Institute of Arbitration & Mediation, in accordance with their Expedited Arbitration Rules (“IIAM Expedited Arbitration Rules”) for the time being in force. The language of arbitration shall be English and the seat of arbitration shall be _____.”



The Rules applicable for expedited arbitration shall be IIAM Expedited Arbitration Rules made effective as on the date of commencement of arbitration



Access latest IIAM Expedited Arbitration Rules at:
www.arbitrationindia.com/pdf/rules_exp_arbitration.pdf

Expedited Arbitration Rules of the **Indian Institute of Arbitration & Mediation**

For more details:

Email: info@arbitrationindia.com

www.arbitrationindia.com | www.peacegate.in