

ICSI International ADR Centre (Commercial Arbitration) Rules, 2025

Applicability of Rules

These Rules shall come into force from 30th January, 2025 and shall apply to any Commercial Arbitration commenced on and after that date.

This procedure shall apply wherein the parties have agreed in writing to seek resolution of their disputes to Arbitration.

1. Definitions

- a. **“Act”** means the Arbitration and Conciliation Act, 1996 as amended from time to time or any other re-enactment thereof and includes any Rules and Regulations framed thereunder.
- b. **“Arbitral Award”** includes, inter alia, an interim, partial, final, or additional award.
- c. **“Arbitral Tribunal” or “Tribunal”** means a sole Arbitrator or a panel of Arbitrators as the case may be.
- d. **“Arbitrator(s)”** means one or more person appointed from the panel of Arbitrators maintained under these Rules and includes the presiding Arbitrator.
- e. **“Board of Directors”** means the collective body of the Directors of the ICSI International ADR Centre which shall consist of President- ICSI, Vice President- ICSI and Secretary- ICSI and such other members as may be inducted.
- f. **“Centre”** means ICSI International ADR Centre.
- g. **“Days”** includes Sundays and Public Holidays.
- h. **“Emergency Arbitrator”** means as provided under these Rules.
- i. **“Governing Council”** means the Governing Council of ICSI International ADR Centre;
- j. **“Institute”** means the Institute of Company Secretaries of India;
- k. **“Panel of Arbitrators”** means Panel of Arbitrators maintained and published by the Centre from time to time;
- l. **“Registrar”** means a person appointed as the **“Registrar”** by the **“Board of Directors”**, who shall administer and manage the day-to-day affairs of the **“Secretariat”** and report to the **“Chief Executive Officer, Manager, Company**

Secretary, Director or Chief Finance Officer of the Centre", as the case may be and as directed by the Board of Directors.

- m. **"Rules"** mean the ICSI IAC (Commercial Arbitration) Rules, 2025;
- n. **"Secretariat"** means the Secretariat of the ICSI International ADR Centre.

Words and expressions used and not defined herein shall have the same meanings respectively assigned to them under the Act or in the absence of which any other Statute.

Under these Rules, reference to male gender shall include other genders.

2. Written Communication and calculation of Time Period

For the purposes of these Rules, any notice, communication or proposal by any party shall be in writing.

Any written communication shall be deemed to have been received if it is delivered: (i) to the addressee personally or to its authorized representative; (ii) to the addressee's habitual residence, place of business or designated address; (iii) to any address agreed by the parties for service of communication; (iv) to the addressee by any form of electronic communication (including electronic mail) provided by the parties to the Centre for purposes of correspondence or communications; or (v) if, after reasonable efforts, none of these can be found, then as decided by Arbitral Tribunal .

Any written communication shall be deemed to have been received on the day it is delivered, or in case of electronic means transmitted. Unless the Centre or Arbitral Tribunal determines otherwise the time period under these Rules shall be calculated as per the recipient's time zone.

A copy of communication shall be provided to ICSI International ADR Centre also.

3. Commencement of Arbitration Proceedings

- a. A party desirous to commence arbitration under these Rules (the "Claimant") shall file with the Secretariat a "Request for Arbitration" in the prescribed format set out in **Schedule -1** of these Rules.

Arbitration request may include the Statement of Claim.

- i. On receipt of a duly completed Request for Arbitration, along with Fees and Charges as prescribed, the Centre shall acknowledge the request and shall send a copy of the request to the other Party ("the Respondent").

- ii. A “Request for Arbitration” if received incomplete shall be liable to be rejected at the sole discretion of the Centre. The Claimant shall be given an opportunity to complete the Request for Arbitration within fifteen (15) working days from the date of communication by the Centre of any defect, failing which it shall be construed as if no such Request for Arbitration was made.
- b. Where parties have agreed to initiate mediation process before making a Request for Arbitration, the report of the mediator must be enclosed with the Request for Arbitration.
- c. Request for Arbitration along with prescribed fee may also be filed online from such date as may be notified by the Centre.
- d. The proceedings have to be completed within time frame provided under the Act.

4. Consolidation Mechanism

On the date fixed w.r.t. the Terms of Reference, the Arbitral Tribunal may, with the consent of the parties, direct consolidation of two or more arbitral proceedings before it, if the disputes or differences therein are identical and between the same parties or between the parties having commonality of interest or where such disputes arise out of separate contracts but relate to the same transaction.

5. Joinder of Parties

- a. A party desirous of joining an additional party to the arbitration shall submit its written request (the "Request for Joinder") to the Centre and the Arbitrator, same will be decided by the Arbitrator as per law.
- b. In case additional parties' are joined, the Centre shall determine if any additional cost or fees is to be paid and the proportion in which the same is to be paid by the parties.
- c. The Rules relating to the information of party, Statement of Claim/ Statement of Defence and Counter-Claim etc. shall apply mutatis mutandis to the added party.

6. Constitution of the Arbitral Tribunal

Subject to an agreement to the contrary, the Arbitral Tribunal shall consist of a Sole Arbitrator or of three Arbitrators. Form as given in Schedule -1 is required to be filled up.

a. Appointment of Sole Arbitrator

Where the agreement is silent as to number of Arbitrators or where the Arbitration Agreement provides for appointment of one Arbitrator ("Sole Arbitrator") then:

- i. If the Parties have already agreed upon the name of a person to act as their Sole Arbitrator from the panel of Arbitrators, then such person will be appointed by the Centre as the Sole Arbitrator.
- ii. Where the Parties are required to agree upon the appointment of a Sole Arbitrator by mutual consent under the Arbitration Agreement and they communicate their consent in writing to the Centre to the appointment of such person as Sole Arbitrator, then such person will be appointed by the Centre as the Sole Arbitrator.
- iii. Where parties fail to agree on naming a Sole Arbitrator from the panel of Arbitrators, within 30 (thirty) days of filing a Request for Arbitration or where a person agreed upon by parties to act as Sole Arbitrator declines or is unable to act or fails to communicate his acceptance to act as an Arbitrator within 7 (seven) working days, on the request of the party(ies), the Centre shall appoint a suitable person as Sole Arbitrator from the panel of Arbitrators.

b. Nomination of all three Arbitrators by the Centre

Where the Arbitration Agreement provides for appointments of all the three Arbitrators by the Centre, the Centre shall, on the filing of a Request for Arbitration and on payment of fees and charges by any party to the Arbitration Agreement, appoint three Arbitrators including the presiding Arbitrator from the panel of Arbitrators in the manner prescribed under these Rules and intimate their appointment to the parties.

c. Nomination by Parties in case of three Arbitrators:

- i. Where the agreement provides for the appointment of three Arbitrators, the Claimant shall appoint its Arbitrator at the time of filing the request and the Respondent shall also appoint its Arbitrator at the time of filing of its response to the Request for Arbitration and the two Arbitrators shall within 2 weeks, appoint the presiding Arbitrator.
- ii. Where the parties fail to appoint their respective Arbitrators or where the Arbitrators appointed by the parties fail to appoint the presiding Arbitrator, then within 21 days thereof, the Centre shall appoint the Arbitrator/ presiding Arbitrator as the case may be from the panel of Arbitrators.

7. Multi-Party Appointment of Arbitrator(s)

- a. Where there are more than two parties to the Arbitration, and a sole Arbitrator is to be appointed, the parties may agree to jointly nominate the sole Arbitrator. In the absence of such joint nomination having been made within 30 days of the date of commencement of the Arbitration or within the period otherwise agreed by the parties or fixed by the Centre, the Centre shall appoint the sole Arbitrator from the panel of Arbitrators.
- b. Where there are more than two parties to the Arbitration, and three Arbitrators are to be appointed, the Claimant(s) shall jointly nominate one Arbitrator and the Respondent(s) shall jointly nominate one Arbitrator. The third Arbitrator, who shall be the presiding Arbitrator, shall be appointed in accordance with Rules above. In the absence of such nominations having been made within 30 days of the date of commencement of the Arbitration or within the period otherwise agreed by the parties or set by the Centre, the Centre shall appoint all three Arbitrators, as the case may be, and shall designate one of them to be the presiding Arbitrator.

8 Appointment of an Arbitral Tribunal under order of the court

The Centre shall also provide services to Arbitrator appointed by court. Present Rules shall apply.

9. Appointment of an Arbitral Tribunal by the Governing Council

The Arbitrators in any of the clauses in these Rules shall be from panel of Arbitrators, even if not specifically specified in the Rules, and shall be appointed by Governing Council. This is apart from Court appointed Arbitrators as mentioned in Rule 8.

10. Independence and impartiality of Arbitrators

- a. Any Arbitrator appointed to an Arbitral Tribunal constituted under these Rules shall be and remain at all times, impartial and independent.
- b. Any Arbitrator appointed to an Arbitral Tribunal constituted under these Rules shall accept the appointment only where:
 - i. the Arbitrator is not aware of any circumstances which are likely to give rise in the mind of any party to any doubts as to the Arbitrator's impartiality or independence;
 - ii. the Arbitrator has sufficient time to commit to the Arbitration;

- iii. the Arbitrator has the requisite qualifications as specified in the Arbitration Agreement, if any, needed to decide the dispute; and
 - iv. there is nothing in the knowledge of the Arbitrator which may impede the discharge of the Arbitrator's duties as a member of the Arbitral Tribunal to decide the dispute.
 - v. The Arbitrator shall give a written disclosure as set out in Form given in **Schedule -2** to these Rules.
- c. Each Arbitrator shall assume a continuing duty, until the Arbitration is concluded in respect of above.

11. Change of Arbitrators

A party to an Arbitration may make a request for change of Arbitrator to the Centre of an Arbitrator appointed to the Arbitral Tribunal by the Centre on the grounds that:

- a. there exists justifiable doubts as to the Arbitrator's impartiality or independence;
- b. the Arbitrator suffers from serious health concerns, refuses or becomes unable to perform his functions or for other reasons fails to act without undue delay;
- c. the Arbitrator does not possess the qualifications agreed to by the parties or any other issue making the appointment immaterial, if any or
- d. a material change has occurred in respect of matters disclosed by the Arbitrator under above Rules which renders his appointment unsuitable.

12. Change of Arbitrator request (not applicable to Arbitrator/s appointed by Court):

- a. A party that intends to change an Arbitrator/s appointed by Centre or parties on their own appointed from panel of Arbitrators, shall file a request with the Centre for the change of such Arbitrator within 15 days of receipt of the notice of appointment of the Arbitrator.
- b. A party that so intends to change an Arbitrator/s in between proceedings owing to the circumstances referred in above Rules, shall within 15 days of knowing such circumstances file such a request.
- c. The change request as made in clause (b) shall state the reasons for the change of an Arbitrator together with all relevant evidence in support, if any. The party filing a change request shall, send the notice of change to the other party/s, the Arbitrator who is being challenged and the other members of the Arbitral Tribunal, if any, apart from the Centre.

13. Decision on Change Request

- a. Upon receipt of the change request as mentioned above, the Centre shall inform the Governing Council, which shall, after considering the relevant material and circumstances sustain or reject change request.
- b. Unless the parties agree to the change request, or the challenged Arbitrator resigns within 7 days of the receipt of the change request or as soon as possible thereafter, the Governing Council shall decide the change request.
- c. Prior to making its decision, the Centre shall invite comments from all other parties, other members of Arbitral Tribunal, if any, to be given in 7 days. Oral hearing may also be done, but same will not be mandatory.
- d. The request of change will be disposed off in writing within 15 days of the receipt of comments or as soon as possible thereafter.
- e. A copy of the decision on the change request shall be communicated by the Centre to the parties, the challenged Arbitrator and to other members of the Arbitral Tribunal.
- f. No change request shall be entertained by Centre to a court appointed Arbitrator.
- g. All of the above shall be done only as permissible under provisions of Act.

14. Termination of Mandate and Substitution of an Arbitrator

- a. The mandate of an Arbitrator shall terminate in the event of:
 - i. the Governing Council concluding, on an application by any Party to the Arbitration, that an Arbitrator has failed to act without undue delay or that the Arbitrator has become de jure or de facto unable to perform his functions for any reasons; or
 - ii. A change application being allowed, under Rules above; or
 - iii. Death, resignation or withdrawal by an Arbitrator for any reason; or
 - iv. By or pursuant to agreement of Parties.
- b. Upon termination of the mandate of an Arbitrator, a substitute Arbitrator will be appointed in accordance with the Rules that were applicable to the appointment of Arbitrator being replaced.
- c. Unless otherwise directed, the proceedings shall commence from the stage at which

they were prior to reconstitution.

All provisions of Act shall be complied with.

15. Seat and Venue of the Arbitration

- a. The parties may agree on the seat of the Arbitration.
- b. The physical hearings will be at ICSI International ADR Centre, Noida. Virtual hearings will also be permissible.

16. Language of the Arbitration

- a. All communication shall be in English language.
- b. If a party submits a document written in a language other than English language(s), the Tribunal, or if the Tribunal has not been constituted, the Centre, may order that party to submit a translation.

17. Hearings – Both Online and Physical hearing

- a. The Tribunal shall schedule the hearings-in advance and give all parties reasonable notice of the date, time and place of the hearing.
- b. The Tribunal shall ensure that a proceeding of the hearings is made and signed by the Tribunal. The Secretariat shall communicate a copy of the proceeding to the parties.
- c. The Parties jointly may waive off certain procedural rights, as permissible.
- d. All provisions of the Act shall be followed.

18. Filing of Pleadings by Parties –

- a. Within the period of time agreed upon by the parties or determined by the Arbitral Tribunal, the Claimant shall state the facts supporting his claim, the points at issue and the relief or remedy sought, and the Respondent shall state his defence in respect of these particulars.
- b. The parties may submit with their statements all documents they consider to be relevant.
- c. The Respondent, in support of his case, may also submit a counterclaim or plead a set-off, which shall be adjudicated upon by the Arbitral Tribunal, if such counterclaim or set-off falls within the scope of the Arbitration Agreement.

- d. Unless otherwise agreed by the parties, either party may amend or supplement his or defence during the course of the arbitral proceedings with permission of Arbitral Tribunal. The Arbitral Tribunal is to pass appropriate orders allowing or rejecting amendment.
- e. The pleadings under this Rule shall be completed within the time prescribed under the Act.

19. Witnesses

- a. The Tribunal may require parties to give a list of witnesses, including expert witnesses, whom it intends to examine, the subject matter of their testimony and its relevance to the issues.
- b. The Tribunal may determine the manner in which witnesses are to be examined and may direct that the testimony of any witness be presented in written form or oral.

20. Conduct of the Arbitration Proceedings

- a. Subject to this Rule, the parties are free to agree on the procedure to be followed by the Arbitral Tribunal in conducting its proceedings.
- b. Failing any agreement referred to above, the Arbitral Tribunal may, subject to this Rule, conduct the proceedings in the manner it considers appropriate.
- c. The Arbitral Tribunal shall conduct the arbitration in such manner as provided in the law governing the arbitration and as it considers appropriate, and the parties shall make all efforts to conduct the arbitration in an expeditious and cost-effective manner.
- d. While conducting the arbitration, the Arbitral Tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
- e. Subject to any agreement between the parties, the Arbitral Tribunal shall adopt such procedural measures as it considers appropriate.
- f. Though not mandatory, the Arbitral Tribunal may request the parties to convene a meeting to discuss the procedures that will be most appropriate and efficient for the case, including the fixing of a procedural timetable. Unless otherwise agreed by the parties, the Presiding Arbitrator may make procedural rulings alone in accordance with the provisions of Act and Rules herein, subject to revision/ratification by a majority of the members of Arbitral Tribunal.

21. Jurisdiction

Where objections to the jurisdiction of the Arbitral Tribunal have been raised, the Arbitral Tribunal may bifurcate the proceedings in its discretion and expeditiously decide the objections to its jurisdiction.

22. Confidentiality

- a. Save and except as provided in these Rules, the parties, the Centre and the Tribunal shall at all times treat all matters relating to the proceedings and the Award as confidential.
- b. A party or any Arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter except-
 - i. for the purpose of making an application to any competent court of any state to enforce or challenge the Award;
 - ii. pursuant to the order issued by a court of competent jurisdiction;
 - iii. for the purpose of pursuing or enforcing a legal right or claim;
 - iv. in compliance with the provisions of the laws of any state which are binding on the party making the disclosure;
 - v. in compliance with the request or requirement of any regulatory body or other authority; or
 - vi. pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.
- c. The Tribunal has the power to take appropriate measures, including issuing an order or Award for costs, if a party breaches the provisions of this Rule.

23. Early dismissal of Claims and Defences

A party may apply to the Arbitral Tribunal for the early dismissal of a claim or defence as per provisions of the Act. In such a case, fee shall be accordingly adjusted.

24. Interim Relief

- a. Any party may apply to the Arbitral Tribunal for any interim measure or protection by filing a written application to the Arbitral Tribunal as per provisions of Act.
- b. The other party may be provided an opportunity to file their reply, if any, to the application for interim measures.

- c. The Arbitral Tribunal shall hear the application for interim measures expeditiously and shall pass appropriate orders as per the Act.
- d. The orders/awards/directions of the Arbitral Tribunal shall be in writing setting out reasons and shall be dated and signed by the Arbitral Tribunal.
- e. The Arbitral Tribunal may modify, suspend or terminate an interim measure granted by it, upon an application by a party, if the circumstances so warrant as per provisions of the Act.

25. Encourage Settlement

- a. Subject to the agreement of the parties, the Arbitral Tribunal may use mediation or other procedures at any time during the arbitral proceedings to encourage settlement. Unless the parties otherwise agree, the Arbitrator(s) and the mediator(s) will generally be different persons.
- b. If the parties settle their disputes amicably during the course of the arbitral proceedings, the Arbitral Tribunal may, with the consent of the parties, record the settlement in the form of an Arbitral Award on agreed terms.

26. Award

Provisions of Arbitration and Conciliation Act, 1996 shall be followed in making award including the time period provided under the Act.

27. Correction of award, additional award, interpretation of award:

- a. Within thirty days from the receipt of the Arbitral Award, unless another period of time has been agreed upon by the parties:
 - i. a party, with notice to the other party, may request the Arbitral Tribunal to correct any computation errors, any clerical or typographical errors or any other errors of a similar nature occurring in the award;
 - ii. if so, agreed by the parties, a party, with notice to the other party, may request the Arbitral Tribunal to give an interpretation of a specific point or part of the award.
- b. If the Arbitral Tribunal considers the request made under sub-section (a) to be justified, it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the Arbitral Award.

- c. The Arbitral Tribunal may correct any error of the type referred to in clause (i) of sub-rule (a), on its own initiative, within thirty days from the date of the Arbitral Award.
- d. Unless otherwise agreed by the parties, a party with notice to the other party, may request the Arbitral Tribunal, within thirty days from the receipt of the Arbitral Award, to make an additional Arbitral Award as to claims presented in the arbitral proceedings but omitted from the Arbitral Award.
- e. If the Arbitral Tribunal considers the request made under sub-rule (d) to be justified, it shall make the additional Arbitral Award within sixty days from the receipt of such request.
- f. The Arbitral Tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional Arbitral Award.

28. Exclusion of Liability

The Centre, its Board of Directors, Governing Council, office bearers, directors, Secretariat, officers, employees, advisors/consultants and Arbitrators shall not be:

- a. liable to any person for anything done in good faith with relation to any arbitration governed by these Rules;
- b. liable or be summoned to make any statements or appearances in any capacity in any tribunal or court of law or to file affidavits or any other document in any proceedings relating to any arbitration proceedings and these Rules;
- c. required to make any statements or appear in connections with any arbitration proceedings.

29. Amendments

These Rules may be amended, varied or modified by the Centre at any time.

30. Fast Track Procedure

- a. The parties to an Arbitration Agreement, may, at any stage either before or at the time of appointment of the Arbitral Tribunal, agree in writing to have their dispute resolved by fast-track procedure specified in the Act.
- b. The parties to the Arbitration Agreement, while agreeing for resolution of dispute by fast-track procedure, may agree that the Arbitral Tribunal shall consist of a sole

Arbitrator who shall be chosen by the parties.

- c. The Arbitral Tribunal shall follow the following procedure while conducting arbitration proceedings under sub-rule (a):-
 - i. The Arbitral Tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without any oral hearing;
 - ii. The Arbitral Tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - iii. An oral hearing may be held only, if, all the parties make a request or if the Arbitral Tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - iv. The Arbitral Tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- d. The award under this section shall be made within a period of six months from the date the Arbitral Tribunal enters upon the reference.
- e. If the Arbitral Award is not made within the period specified in sub-rule (d), the provisions of sub-sections (3) to (9) of section 29A of the Act shall apply to the proceedings.
- f. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be agreed between the Arbitrator and the parties.

31. Emergency Arbitrator

- a. A party in need of urgent interim reliefs, who cannot await the constitution of the Arbitral Tribunal, may make an application for “Emergency Arbitrator” to the Centre at the time of or following the filing of a “Request for Arbitration” for appointment of an Arbitrator.
- b. The Party making application shall include a statement briefly describing the nature and circumstances of the relief sought; specific reasons why such relief is required on an emergency basis and the reasons why the party is entitled to such relief;
- c. An Emergency Arbitrator shall hold office till the Arbitral Tribunal is constituted and may not act as an Arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the parties.

31.1 Application for Emergency Interim Measures

- a. The party shall, at the same time as it files an application, send a copy of the application to all other parties by email and in hard copy.
- b. The application shall be submitted in writing, and contain:
 - i. a description of the circumstances giving rise to the application and the underlying dispute referred to arbitration;
 - ii. the nature of relief sought;
 - iii. the grounds for granting such relief;
 - iv. a statement that other parties have been provided with a copy of the application and
 - v. proof of payment of the requisite filing fee under these Rules.

31.2 Appointment of the Emergency Arbitrator

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

31.3 Change of Emergency Arbitrator

- a. A request to change the Emergency Arbitrator appointed by Centre must be made to the Centre within one (1) business day from the date of receipt of the notice of appointment of the Emergency Arbitrator or within one (1) business day of knowledge of any such circumstance and the application must state the circumstances which form the basis of the challenge.
- b. The change request shall be decided by the Governing Council within a total period of three (3) days from the date of receipt of the request or as soon as possible

thereafter. If needed, oral hearing may also be given.

- c. If the Governing Council allows the change of Emergency Arbitrator, another Emergency Arbitrator shall be appointed within a period of three (3) days from the date of the decision of the Governing Council or as soon as possible thereafter, following the procedure.

32. Mandate of the Emergency Arbitrator

The Emergency Arbitrator shall have the power to order interim relief as permissible under law that he deems necessary. The Emergency Arbitrator may modify or vacate the preliminary order for good cause.

33. Conduct of the Emergency Proceedings

The Emergency Arbitrator shall conduct the proceedings in the manner which he considers to be appropriate, taking into account the nature and the urgency of the application. The emergency proceedings may be conducted through physical hearings, video conferences etc.

34. Emergency Relief

- a. The Emergency Arbitrator shall decide the application within fourteen (14) working days from the date of the Emergency Arbitrator's appointment.
- b. The Emergency Arbitrator shall have no power to act after the Arbitral Tribunal is constituted. Any order of emergency relief shall cease to be binding on the parties if the Arbitral Tribunal is not constituted within ninety (90) days of the emergency Award or when the Arbitral Tribunal renders a final Award or if the claim is withdrawn.

35. Powers of the Arbitral Tribunal in relation to the decision on the application

A decision on the application may be confirmed, varied, discharged or revoked, in whole or in part, by order or award made by the Arbitral Tribunal upon application by any party or upon its own initiative.

36. Administration of Emergency Proceedings

The Centre, in consultation with the Governing Council, shall have the power to decide in its discretion all matters relating to the administration of the emergency proceedings not expressly provided for in these Rules.

37. Fees, Costs and Deposits

- a. The fees of Arbitrator shall be as per **Schedule 4** of Arbitration and Conciliation Act, 1996.
- b. Centre's Administrative Fees and Miscellaneous expenses shall be determined by the Centre in accordance with **Schedule 3** of these rules. The administrative fees and expenses shall be exclusive of Arbitrator's fees.
- c. The schedule of fees in force at the time of receipt of the Arbitration request shall be applicable to the Arbitration.
- d. The Centre shall, from time to time, fix the amount of deposits to be made, as prescribed in the Rules and the timelines for payment. Unless there is direction otherwise, 50% of such deposits shall be payable by the claimant and the remaining 50% of such deposits shall be payable by the respondent.
- e. The fees shall be determined and assessed on the aggregate amount of the claim/s and counter claim/s.
- f. The Centre may assess the claim/s and counter claim/s separately and demand the same from the parties concerned.
- g. The Centre may from time-to-time direct parties to make further advances towards fee, costs, expenses of the arbitration incurred or to be incurred.
- h. There shall be separate fee and expenses for Emergency Arbitrator.
- i. The costs of any expert appointed by the Arbitral Tribunal and of any other assistance reasonably required by the Arbitral Tribunal, shall be extra and informed.
- j. Arbitrators' fees shall also be payable when proceedings are terminated, withdrawn or settled on pro-rata basis depending on stage of the proceedings.
- k. No separate fee or charges shall be payable to the Arbitral Tribunal in relation to any application under section 17 or Section 33 of the Arbitration and Conciliation Act, 1996.
- l. In the event, the costs of the arbitration so determined are less than the total amount of deposits received, the excess amount shall be transferred by the Centre to the parties in the same proportions and to the same parties as the deposits were paid.
- m. Unless otherwise directed by the Court or except in case of de novo proceedings directed by the Court, the Arbitral Tribunal shall not be entitled to fresh fee in the

event the Arbitral Award is set aside and remanded to the same Arbitral Tribunal for consideration.

- n. Save for exceptional circumstances, the Arbitral Tribunal should not proceed with the arbitration without having ascertained from the Centre that Centre has received payments.
- o. If a party fails to make any deposit within the time specified, the Centre may, after consulting with the Arbitral Tribunal and the parties, direct the Arbitral Tribunal to suspend work and set a time limit for the same.
- p. Where one party fails to pay its share of the deposit in respect of claim / counter claim, the other party may pay that share. Provided further that where the other party also does not pay the aforesaid share in respect of the claim or the counterclaim, the Arbitral Tribunal may suspend or terminate the arbitral proceedings in respect of such claim and/or counterclaim, as the case may be.
- q. All deposits shall be made to, and held by, the Centre. The parties agree that the Centre shall not act as trustee and it's sole duty to the parties in respect of the deposits shall be to act in accordance to these Rules.
- r. The stamp, stamp duty, court fee, registration, if any, or other formality pertaining to Arbitration award or any other document shall be taken care of by parties.

38. Empanelment of Arbitrators

A. Following persons shall be eligible to apply to be empaneled as an Arbitrator:

- i. Any person who has been a Judge / Judicial Officer of Court of Law including from Tribunals;
- ii. Company Secretary (within the meaning of the Company Secretaries Act, 1980) having minimum ten years of practice experience with exposure in Arbitration laws;
- iii. Advocate (within the meaning of the Advocates Act, 1961) having minimum ten years of practice experience with experience in Arbitration laws;
- iv. Has been an Officer or at a senior level managerial position with CS qualification, having minimum ten years of experience including in legal and Arbitration matters in Government, Autonomous Body, Public Sector Undertaking;
- v. Has been an Officer or at a senior level managerial position with law degree

- having minimum ten years of experience in legal and Arbitration matters in Government, Autonomous Body, Public Sector Undertaking;
- vi. Has been an Officer or at a senior level managerial position having minimum ten years of experience as an engineer as well as experience in legal and Arbitration matters in the Government, Autonomous Body, Public Sector Undertaking;
 - vii. Has been an Officer or at a senior level managerial position having minimum ten years of experience of administration as well as experience in legal and Arbitration matters in the Central Government or State Government of a Public Sector Undertaking or a Government company; or
 - viii. Any foreign national who has considerable experience in Arbitration as assessed by Governing Council.
 - ix. The Governing Council is hereby authorized to offer empanelment to Senior Professionals from various professions including retired Judges of Supreme Court and High Courts, PSUs, Government Tribunals, etc. The Board of Directors also can invite eminent personalities to be empanelled as Arbitrators.

B. General Rules for Applicant

- i. The applicant shall be a person of good reputation;
- ii. The applicant should not have been convicted of an offence involving moral turpitude, economic offence, financial bungling etc.;
- iii. The applicant should not have entered into any financial business or other relationship that is likely to affect impartiality or might reasonably create an appearance of partiality or bias;
- iv. Where the applicant is a retired Government employee, he/she shall be eligible for empanelment on furnishing a vigilance clearance certificate from the concerned Department certifying that no departmental proceedings are pending against him / her and no punishment was imposed during his / her service;
- v. Applicants who have undergone Post Membership Qualification Course on Arbitration conducted by the ICSI, may be given preference.
- vi. Where the applicant is a professional or has worked / is working in the private sector as a professional / retainer, he / she must have declared net professional

income of ₹ 7 lakhs per annum for the preceding two assessment years in his / her income tax returns;

- vii. The applicant should not be involved in any legal proceeding and must avoid any potential conflict connected with any dispute to be arbitrated by him/her;
- viii. The applicant must be conversant with principles of natural justice, equity, common laws, evidence procedures, making Arbitral Award;
- ix. The applicant should have proper understanding of arbitration practices;
- x. The applicant should be able to understand key elements of contractual obligations in civil and commercial disputes and be able to apply legal principles to a situation under dispute in arbitration;
- xi. The applicant should be capable of writing a reasoned Arbitral Award.

C. Assessment

The eligible applications shall be assessed on the basis of the following factors:

- i. Academic degrees or qualifications;
- ii. Current occupation, professional activity(ies) and position(s);
- iii. Fields of expertise / areas of practice;
- iv. Empanelment with other arbitral institutions and /or length of professional experience in the field of arbitration; and / or number of cases conducted by the applicant relating to arbitration.
- v. Overall suitability.

D. Scrutinizing Applications

- i. The Governing Council shall scrutinize the applications for empanelment.
- ii. The Governing Council Committee shall be guided by the factors of assessment laid down in these Rules while scrutinizing and evaluating the applications.
- iii. The Governing Council shall shortlist the applicants on the basis of the eligibility criteria and assessment factors laid down in these Rules.
- iv. The Governing Council may call any shortlisted applicant for personal interaction, where deemed necessary.

E. Feedback

All the empaneled Arbitrators may be subject to feedback process of Centre from time to time. Same shall remain confidential. Centre shall maintain a confidential register and record the feedback, if any, received from the arbitrating parties. This Register will be placed before the Chairperson of the Governing Council from time to time.

F. Re-Evaluation / Removal of Empaneled Arbitrators

The Governing Council may direct re-evaluation of empaneled Arbitrators under these Rules wherever deemed necessary. The Governing Council reserves the right to remove any Arbitrator from its panel if it deems appropriate to do so without assigning any reason(s).

G. Time - Period

The empanelment shall be for a period of 3 years. Thereafter the applicant may seek re-empanelment, which shall be at the sole discretion of Governing Council. The re-empanelment of Arbitrator's shall be subjected to approval of Governing Council. The General rules for Applicants as provided in point 38 (B) shall be taken into consideration for the same.

In case there is any order/ judgment of remand by a Court of law, concerned Arbitrator of the said case, even if not on the panel as on said date, may proceed with the matter as per prevailing Rules.

H. Miscellaneous:

- i. The applications shall be placed before the Governing Council.
- ii. The Governing Council is not required to give reasons for rejection to any unsuccessful candidate.
- iii. The appointments made by Centre shall be as per internal assessment and are not open to scrutiny.

39. General Rules

For all matters not expressly provided in these Rules or the Arbitration Agreement, the Centre, the Arbitral Tribunal and any other party involved in the proceedings, shall follow the Act. In case of any contradiction between these Rules and the Arbitration and Conciliation Act, 1996 provisions of the Act shall prevail.

SCHEDULE – 1

FORMAT OF REQUEST FOR ARBITRATION

To,

The Secretariat / CEO,

ICSI International ADR Centre

Dear Madam/ Sir,

RE: Case No.: _____ (To be filled in by the Centre at time of filing)

1. I/We, _____
(Claimant/s), have entered into an Agreement dated _____ with
_____ (Respondent/s) which contains an
Arbitration Agreement/ clause under which disputes arising in relation to the agreement
are to be referred to arbitration.
2. I/We claimant/s herein hereby invoke the Arbitration Agreement and request that
Arbitrators be appointed as per Rules of ICSI International ADR Centre Rules, 2025.
3. I/We exercise our option as under:

(Tick one of the five boxes from the options below):

- ☐ A Sole Arbitrator, to be appointed by ICSI International ADR Centre.
- ☐ A Sole Arbitrator whose name has been agreed upon by parties from the panel
of ICSI International ADR Centre
- ☐ Arbitrator/s appointed by Court.
- ☐ Three Arbitrators all, to be appointed by ICSI International ADR Centre.
- ☐ Three Arbitrators one to be appointed by each disputing party/ group from the
panel of ICSI International ADR Centre and presiding Arbitrator to be appointed
by the two appointed Arbitrators from the panel of ICSI International ADR Centre
- ☐ Three Arbitrators one to be appointed by each disputing party/ group from the
panel of ICSI International ADR Centre and presiding Arbitrator to be appointed
by the ICSI International ADR Centre.

4. The name and details of Arbitrator are as under:
5. (optional) For Arbitrators to be appointed by ICSI International ADR Centre we would like to appoint/nominate one of the following persons out of the following persons from the panel of Arbitrators (set out in our order of our preference) as an Arbitrator subject to availability to act.

(i)

(ii)

(iii)

Should none of the above-mentioned three persons not being ready or available to act as an Arbitrator then an Arbitrator be appointed by ICSI International ADR Centre.

6. Details

(i) The Claimant/s details:-

- a) Name :
- b) Address *:
- c) E-mail address *:
- d) Mobile *:
- e) Facsimile *:

(ii) The Respondent/s details :

- a) Name:
- b) Address *:
- c) E-mail address *:
- d) Mobile *:
- e) Facsimile *:

(iii) A copy of the contract in relation to which disputes and claims arise is annexed. The Arbitration Agreement is found in paragraph _____ of the contract dated _____.

- (iv) A copy of the Arbitration Agreement between the parties, if not included in the contract is annexed.
- (v) The nature and value of reliefs and claims: _____
- (vi) Interim reliefs, if any, which claimants intend to seek: _____
- (vii) Institution Fees as prescribed by ICSI International ADR Centre ₹ _____
(Rupees _____ only) (Acknowledgement/ Receipt generated of online payment made in favour of the ICSI International ADR Centre payable at Delhi to be enclosed.)

Date: _____

(Claimants NAME and SIGNATURE)

To be signed by Claimants/ Claimants
authorized signatory.

***NOTE :** The postal address to be provided must be the registered address / principal place of business of the parties as also the postal address, e-mail address, mobile number of the parties at which communications are liable to be sent .

SCHEDULE – 2

DECLARATION

1. Name of Arbitrator:
2. Address:
3. E-mail Address:
4. Telephone Number:
5. Possess Qualifications specified in the Arbitration Agreement, if any (List Out):
6. Circumstances disclosing any past or present relationship with or interest in any of the parties or in relation to the subject matter in dispute, whether financial, business, professional or any other kind (List Out)
7. (a) Circumstances which are likely to affect your ability to devote sufficient time to the arbitration and in particular your ability to finish the entire arbitration within time prescribed (List Out)
8. Number of Arbitrations (a) Ongoing (b) Done in past:

I confirm that:

- a. I am not aware of any circumstances which are likely to give rise in the mind of any party any doubts as to my impartiality or independence including as mentioned in clause 6 above.
- b. I have sufficient time to commit for this arbitration and do not have any health concerns which is known to me.
- c. I have the requisite qualifications as specified in the Arbitration Agreement, if any, needed to decide the dispute listed in 5 above.

I undertake to disclose in writing, without delay, any change in the circumstances referred to in points above.

Signature:

Name:

Date and Place:

SCHEDULE-3

ICSI INTERNATIONAL ADR CENTRE SCHEDULE OF EXPENSES

SCHEDULE OF FEE AND EXPENSES

A. Filing Fee – ₹10,000/- (Non-Refundable)

B. Misc./ Administrative Expenses for Domestic Arbitration:

S.No.	Sum of Claim/ Counter claim (in ₹)	Misc. / Administrative Expenses (in ₹ Payable by each side)
1	Upto 20,00,000/-	9,000/-
2	20,00,001/- to 1,00,00,000/-	18,000/-
3	1,00,00,001/- to 5,00,00,000/-	35,000/-
4	5,00,00,001/- to 10,00,00,000/-	65,000/-
5	10,00,00,001/- to 50,00,00,000/-	90,000/-
6	50,00,00,001/- and above	2,00,000/-

C. Arbitrator's fee shall be as per Schedule 4 of the Arbitration and Conciliation Act, 1996 .

D. International Arbitration Expenses:

Fixed Fee	₹27,000/- (To be paid along with the request for Arbitration)
From ₹10,00,000/- to ₹50,00,000/-	₹27,000/- + 1% of the claim amount over and above ₹10,00,000/-
From ₹50,00,001/- to ₹1,00,00,000/-	₹65,000/- + 0.5% of the claim amount over and above ₹50,00,000/-
From ₹1,00,00,001/- to ₹10,00,00,000/-	₹85,000/- + 0.25% of the claim amount over and above ₹1,00,00,000/-

Over ₹10,00,00,001/-	₹3,00,000/- + 0.15% of the claim amount over and above ₹10,00,00,000/-
----------------------	--

E. Arbitrator's Fees in International Commercial Arbitration:

Sum in Dispute	Fees
Upto \$50,000 or equivalent in Rupees	₹3,00,000/- (Minimum)
From \$50,001 to \$1,00,000 or equivalent in Rupees	6% of the additional amount
From \$1,00,001 to \$5,00,000 or equivalent in Rupees	3.5% of the additional amount
From \$5,00,001 to \$10,00,000 or equivalent in Rupees	2.5% of the additional amount
From \$10,00,001 to \$20,00,000 or equivalent in Rupees	1.5% of the additional amount
From \$20,00,001 to \$50,00,000 or equivalent in Rupees	0.75% of the additional amount
From \$50,00,001 to \$1,00,00,000 or equivalent in Rupees	0.35% of the additional amount
From \$1,00,00,001 to \$5,00,00,000 or equivalent in Rupees	0.15% of the additional amount
From \$5,00,00,001 to \$8,00,00,000 or equivalent in Rupees	0.075% of the additional amount
From \$8,00,00,001 to \$10,00,00,000 or equivalent in Rupees	0.03% of the additional amount
Over \$10,00,00,001 or equivalent in Rupees	0.02% of the additional amount

F. Fees and Expenses in Emergency Arbitration:

Fixed Fee	15% of the fees payable to the Arbitrator
-----------	---

Emergency Arbitration Expenses

Consolidated expenses as per clause 'B' for domestic and clause 'D' stated above applicable for International.

G. Rule for Release of Fee of Arbitrator:

Fees shall be disbursed to the Arbitral Tribunal in the following manner:

Sr. No	Stage of the case	Fee Payable
1.	Upon 'Framing of issues' or disposal of application under Section 16 or 17 of the Arbitration and Conciliation Act 1996, whichever is earlier	20% of the total fees
2.	Upon completion of Claimant's Evidence (on merits of the dispute).	20% of the total fees
3.	Upon completion of Respondent's Evidence (on merits of the dispute).	20% of the total fees
4.	After passing of the Award	40% of the total fees

Note:

1. In addition to the above, the parties shall be required to pay a sum of ₹3,500/-* for a session of 3 hours for use of Arbitration Room at the ICSI IAC on the days the Arbitral Tribunal holds its sittings.
(An additional sum of ₹500/- will be charged for use of Arbitration Room on gazetted holidays or Saturday/ Sundays.)*
2. The aforesaid fee schedule shall also apply to following cases:
 - a) Pro-rata as per stage of proceedings on demise of the Arbitrator(s) (Fees will be paid to his/her legal heirs).
 - b) Proceedings terminated or withdrawn, pro -rata as per stage of proceedings
3. In case of termination of the mandate of the Arbitrator(s) by efflux of time as provided in the Act, fee will be paid on pro-rata basis as per stage of proceedings.
4. The above table shall apply only upon conclusion of the relevant stage and in case a particular stage is not concluded, the previous slab shall apply.
5. Termination of proceedings on settlement between the parties, pro-rata as per stage of proceedings.
6. It shall be the discretion of the Governing Council to fix/revise the fees payable to the Arbitrator on case-to-case basis.

7. Air fare and cost of stay in hotel of the member(s) of the Arbitral Tribunal are excluded, which are to be equally borne by the parties.
8. Conversion rate as on date of deposit shall be applicable.
9. Deposit will be accepted in **INR** only.
10. All issues shall be decided as per Arbitration and Conciliation Act, 1996.
11. Rates are exclusive of GST. The applicable taxes will be charged additionally.
12. Expenses related to Print out/photocopies, stenographer, scanner, stationary, filing, attenders (s) and other related expenditure etc will be charged separately.
13. Transportation expenses of Arbitrators and related thereto will be borne by both the parties (i.e. respondent and claimant) equally.