

AMIKA ARBITRATION AND MEDIATION COUNCIL (AAMC)

ARBITRATION RULES 2021

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MEDIATION RULES 2021

(AS AMENDED ON 31 DECEMBER 2023)

AMIKA

ARBITRATION AND MEDIATION COUNCIL
UNDER THE AEGIS OF

AMIKA A SOCIETY FOR ALTERNATIVE DISPUTE RESOLUTION HYDERABAD

Registered under Societies Registration Act 2001, Government of Telangana

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AAMC DOMESTIC ARBITRATION CLAUSE

The Amika Arbitration and Mediation Council (AAMC) recommends to all parties, desirous of referring to arbitration by the AAMC, the use of the following arbitration clause in writing in their contracts:

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the AAMC Arbitration and Mediation Rules 2021, based on the Arbitration and Conciliation Act 1996 (26 of 1996) and the award made in pursuance thereof shall be binding on the parties. The Seat of Arbitration Shall be Hyderabad,”

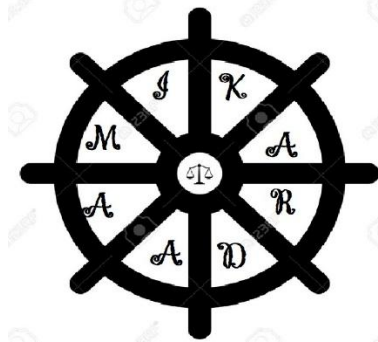
AAMC MEDIATION CLAUSE

Parties to a contract, who agree to resolve their contractual disputes in accordance with the AAMC Rules of Mediation and to have the AAMC act as appointing authority and/or to provide administrative services, may use the following clause:

“If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to seek an amicable settlement of that dispute by Mediation under the AAMC Mediation Rules 2021. The authority to appoint the Mediator/s shall be the Amika Arbitration and Mediation Council. The Arbitration and Mediation Council will provide administrative service in accordance with the AAMC Mediation Rules 2021”.

Note: Parties may have to consider adding the following:

- (a) The number of Mediator (s) shall be
- (b) The language of the Mediation proceedings will be
- (c) Specific qualifications of the Mediator (s) including, but not limited to, language, nationality, technical qualifications and experience.



AAMC ARBITRATION RULES 2021

(Amended on 31 December, 2023)

I. Short title and scope

- (1) The rules may be called the AAMC Arbitration Rules, 2021 and shall operate as per the provisions of the UNCITRAL arbitration rules 2021, and there these rules are in consistence with the provisions of the Arbitration and Conciliation Act 1996, the rules shall follow the Arbitration and Conciliation Act 1996 as amended from time to time.
- (2) These rules shall apply where the parties have agreed in writing, that—
 - (a) a dispute which has arisen, or
 - (b) a dispute which may arise, between them in respect of a defined legal relationship, whether contractual or not, shall be settled under the AAMC Arbitration Rules, 2021 OR shall be settled amicably, or through arbitration, OR
 - (c) These rules shall also apply where a dispute is referred by any court for arbitration in a case pending before it or when parties requested for such a refence for an arbitration.

II. Definitions

Rule 1

- (i) These rules may be called the "Rules of Arbitration of the Amika Arbitration and Mediation Council(AAMC)."
- (ii) These rules shall apply where parties have agreed in writing that (a) a dispute has arisen or (b) a dispute which may arise between them in respect of defined legal relationship whether contractual or not, shall be settled under the Rules of Arbitration. Or (c) the contract documents of the Memorandum of Understanding MoU) or an Agreement of Sale/Purchase has an arbitration clause in the contractual terms or MoU.

Rule 2

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

- (i) "Arbitral Tribunal" means an arbitrator or arbitrators appointed for adjudicating a particular dispute or difference.
- (ii) "Arbitral Award" includes an interim award.
- (iii) "Act" means the Arbitration and Conciliation, 1996 and any amendment thereof.
- (iv) "Appointing Authority" mean an authority described in these to rules who is authorised to appoint a sole arbitrator or constitute a tribunal of three arbitrators as may be required under these rules.
- (v) "Committee" means the Arbitration Committee of the Council as provided for hereinafter.
- (vi) "Council" means the Amika Arbitration and Mediation Council.

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- (vii) "Governing Body" means the Governing Body of the Council.
- (viii) "Guidelines" means the guidelines for arbitrators and the parties to arbitration for expeditious conduct of the arbitration proceedings, given in the Annexure to these Rules.
- (ix) "Domestic Arbitration" means an arbitration relating to disputes arising out of legal relationships or consanguine relationships or matrimonial relationships whether contractual or not under the law in force in India and where parties are (a) individuals who are nationals of India; or (b) a body corporate which is incorporated in India; or (c) any body or department of the Government of India and/or State Government and/or the local bodies including local authorities, State Government and Union Territories; or (d) an association, a society, or body of individuals; or a partnership firm having its place of business in India.
- (x) "Party" means a party to an existing arbitration agreement or an arbitration agreement entered into just before requesting AAMC for appointment of an arbitrator. It shall include any individual, firm, company, Government, Government organisation or Government Undertaking.
- (xi) "Panel" means the Panel of Arbitrators maintained by the Council.
- (xii) "Registrar" means the Registrar for the time being appointed by the Committee and includes such other persons as the Committee may nominate for carrying out the duties of the Registrar under these rules.
- (xiii) "Rules" means the Rules of Arbitration of the Council.
- (xiv) "Rules of Mediation" means the Rules of Mediation of the Council.
- (xv) "Fast Track Arbitration" means arbitration in accordance with Rule 44.
- (xvi) Words importing the singular number include, where the context admits or requires, the plural number and vice versa.

III. Arbitration Committee

Rule 3

- (a) The Governing Body of the Council shall constitute an Arbitration Committee for performing the functions prescribed under these Rules. The Committee shall consist of the President of the Council/ Amika a Society for Alternative Dispute Resolution, who shall be the ex officio Chairman of the Committee and two members of the Governing Body of the Council elected by the Governing Body from amongst themselves. The Committee shall hold office for a year.
- (b) The Committee may co-opt not more than two persons to be additional members of the Committee during its terms of office. Persons who are not members of the Governing Body may also be co-opted to be members of

the Committee.

- (c) The Committee or the Chairman of the Committee may delegate to the Registrar the power to take certain decisions, provided that any such decision shall be reported to the Chairman or the Committee as the case may be.
- (d) The President of the Council/ Amika a Society for Alternative Dispute Resolution shall have the powers to appoint or nominate Arbitrators from among the panel to conduct the arbitration.

IV. Rules Applicable

Rule 4

- (a) Any dispute relating to any property, inheritance, real estate, or commercial matter including shipping, sale, purchase, banking, insurance, construction, engineering, technical assistance, know-how, patents, trademarks, management consultancy, partnership, commercial agency, or labour, arising between two or more parties in India who agree or have agreed for arbitration by the Council, or under the Rules of Arbitration of the Council, shall be arbitrated and settled in accordance with these Rules.
- (b) The Council shall also be competent to administer the conduct of arbitration in any dispute or difference relating to a transaction between parties as mentioned in sub-clause (a) where they have agreed to have their dispute arbitrated under any other Rules of Arbitration and have agreed to have such arbitration administered by the Council, wholly or in respect of some matters arising out of such arbitration.
- (c) In case the parties have provided different procedure for appointment of arbitrator or schedule of cost including the arbitrator's fee, the Council shall not be bound to process the case unless both the parties agree to follow the entire procedure of arbitration under Rules of Arbitration of the Council.
- (d) The Council shall be competent to function as Appointing Authority as contemplated under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

Rule 5

Wherever the Parties have provided or agreed for arbitration by the Amika Arbitration and Mediation Council for arbitration under the Rules of Arbitration of the Council, these rules or any amendment thereof, in the form obtaining at the time the dispute is referred to arbitration of the Council, shall apply.

Rule 6

The proceeding before the Arbitral Tribunal shall be governed by laws in India, and follow the Arbitration and Conciliation Act, 1996, as amended from time to time.

Rule 7

Any chamber of commerce, trade association or any arbitral or other organisation may adopt, under intimation to the council, these Rules by making them generally available to its members or by applying them to any dispute in which any of its members may be parties or by normally conducting its arbitration under these Rules.

V. Interpretation of the Rules

Rule 8

The decision of the Committee on any question relating to interpretation of these rules or any procedural matter there under shall be final and binding on the parties.

VI. Panel of Arbitrators

Rule 9

A Panel of Arbitrators shall be appointed by the Committee from amongst persons who are qualified and possesses knowledge and experience in their respective field of profession and arbitration law & procedure and are willing to serve as arbitrators generally or in specific fields and who are from time to time recommended by the members of the Council or any other person or organisation.

All the members of the Panel will carry equal status and parties will not have any right to challenge the appointment of the arbitrator on the ground that its nominee arbitrator has higher status than the Presiding Arbitrator.

Rule 10

The Registrar shall prepare and maintain an up-to-date Panel of Arbitrators together with adequate information as to their qualifications and experience. Separate lists may be kept and maintained of arbitrators included in the Panel for disputes in general and for each of the fields of international trade and/or business transactions in which the Governing Body decides that the Council will offer arbitration facilities under the Rules.

The parties to a dispute or the Registrar where he appoints the arbitrator may choose any person from the panel with reference to any dispute. If any party appoints a foreigner/person residing abroad, as arbitrator from the panel, that party will have to meet the travel & stay expenses of the person appointed as arbitrator at the venue of arbitration. The arbitral tribunal may, however, make any order in regard thereto in the award. The panel of Arbitrators shall be open to inspection by all persons with the permission of the Registrar.

Rule 11

The Committee may at any time add the name of any person to the list of arbitrators included in the Panel or delete the name of any person from the panel.

Rule 12

The Chairman of the Committee may include the name of any person in the panel, in case it is required in any particular case. His continuance in the Panel will be decided by the Committee.

Rule 13

The persons who have attained the age of more than 80 years will automatically cease to be member of the Panel of Arbitrators. In the case of a person, who has been appointed as Arbitrator before attainment of the age of 80 years, his panel membership will continue till the pronouncement of the Award in pending arbitration matters referred to him/her .

VII. Duties of the Registrar

Rule 14

- (a) The Registrar shall receive applications from the parties for arbitration by the Council, receive payment of fees and deposits, appoint, in consultation with the Chairman of the Committee, and in his absence in consultation with the member of the Governing Body designated by him/her , an arbitrator or arbitrators as hereinafter provided. The Registrar shall also receive all communications made to the arbitral tribunal by the parties and communicate to them the orders and directions of the arbitral tribunal, keep a register of applications to the Council and of awards made by the arbitral tribunal, keep such other books or memoranda and make such other records or returns as the Committee shall from time to time require and generally carry out the directions of an arbitral tribunal so constituted under these rules and take such other steps as may be necessary to assist such arbitral tribunal in the carrying out of its functions.
- (b) The Registrar may delegate to any officer of the Council, Chambers of Commerce or Trade Association at the premises of which the arbitration proceedings are taking place, to discharge such of the functions and administrative duties of the Registrar as are deemed proper and necessary from time to time, with reference to a particular case or cases.

VIII. Initiation of Arbitration

Rule 15

- (i) Any Party wishing to commence arbitration proceedings under these rules (Claimant) shall give a notice of request for arbitration to the Registrar of AAMC and to the Respondent. In cases where the Claimant has not given any notice to the respondent, the Council shall send a letter to the respondent/s seeking his/her/their willingness and consent to participate in the arbitration.
- (ii) The notice of request (application) for arbitration to the Registrar shall be accompanied by:-
 - (a) the names and full addresses of the parties to the dispute including emails, phone numbers, hand/mobile phone numbers, fax nos. of the parties to the dispute and their legal representative, if any.
 - (b) statement of the claim and facts supporting the claim, points at issue and relief or remedies sought with other details of the Claimant's case.
 - (c) original or duly certified copies of the arbitration agreement, any contract or agreement out of or in connection with which the dispute has arisen and such other documents and information relevant or relied upon.
 - (d) Non-Refundable Registration Fee of Rs.10,000/- plus any applicable tax for claims up to Rs. Two Crore and Rs. 15,000/- plus any applicable tax for claims more than Rs. Two Crore.
 - (e) The Arbitral proceedings in respect of dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the Respondent.
 - (f) In the event that the Claimant fails to comply with any of the requirements referred to herein above, the Registrar may fix a time limit not exceeding 15 days within which the Claimant must comply, failing which the file shall be closed without prejudice to the Claimant's right to resubmit the same claims at a later date in another notice of request for arbitration.

Rule 16

If any Court makes an order directing that an arbitration be held under these Rules, in addition to the documents listed in Rules 15, the order of that Court or a copy thereof shall accompany the application for arbitration.

Rule 17

- (a) On receipt of an application for arbitration, the Registrar shall have absolute discretion to accept or reject the said application. The Registrar is not bound to give reasons for the exercise of his discretion. Before deciding on the acceptability of an application for arbitration, the Registrar may ask the parties for further information and particulars of their

claims.

- (b) Similarly, if any information or particulars regarding the arbitration agreement furnished by Claimant with the application for arbitration are found to be incorrect or false, at any time subsequently, the Registrar shall have the power to reject the application for arbitration.
- (c) Any Party aggrieved by the decision of the Registrar, in accepting or rejecting an application for arbitration as above, may apply to the Court for suitable directions.

IX. Defence Statements

Rule 18

- (a) On receipt of the application together with the claim statement, the Registrar shall send to the other Party (Respondent) a copy of the claim statement and attached documents and ask such other party to furnish within thirty days or within any extended date not exceeding thirty days, a defense statement setting out his case accompanied by all documents and information in support of or bearing on the matter.
- (b) Any communication sent by the Registrar under Registered Post to the Respondent on the address appearing in the Arbitration Agreement/the contract between the parties, as per the information supplied to the Council, will be deemed to be duly served on the Respondent, if it is delivered to the addressee personally or at his place of business, habitual residence or mailing address last known, even if the Respondent refuses to accept the said communication or if it is returned to the Council by the postal authorities as unclaimed by the said party. The Registrar may proceed further with the arbitration proceedings as per the rules as if such communication had been duly served on the concerned party. The Registrar may in such cases make an additional communication to the Parties by Registered Letter or by other means which may provide a record of attempts to deliver it.
- (c) A copy of the defence statement and all appended documents, if any, shall be sent to the Claimant for information.
- (d) The communication is deemed to have been received on the day it is so delivered.

X. Counter-Claim and Reply to Counter-Claim

Rule 19

- (a) The Respondent may make a counter-claim against the Claimant provided the counter-claim arises under the same transaction as the original claim. He must submit the counter claim with full details supported by all documents and information as in the case of the claim

under Rule 15 within the period laid down for the defence statement to the claim and the Claimant may within twenty one days of the notification of the counter claim or within such extended time not exceeding thirty days submit a statement in reply to the counter claim. The arbitral tribunal appointed to adjudicate upon the original claim shall also adjudicate upon the counter-claim and there will be no change in the number of members of arbitral tribunal already constituted on the basis of original claim.

- (b) Copy of the reply of the Claimant to the counter-claim and all appended documents, if any, shall be sent to the Respondent for information.

XI. Copies of Statements, Documents and Replies

Rule 20

All statements, claim, counter-claim, affidavit, replies and other documents and papers submitted by the parties and all appended documents must be supplied in triplicate. Where there is more than one arbitrator or more than one opposing party, the parties shall within the time specified furnish to the Registrar such number of further copies as may be required by the Registrar.

XII. Appointment of Arbitrator(s)/Constitution of the Arbitral Tribunal

Rule 21

On receipt of the application for arbitration, the Registrar shall take necessary steps to appoint a sole arbitrator or a panel of three arbitrators as the case may be which shall be deemed to have been constituted the arbitral tribunal for the adjudication of the dispute or difference as provided hereunder.

Rule 22

The number of arbitrators to hear a dispute shall be determined as under:

- (a) Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration in terms of Rule 15, does not exceed Rs. Two crore and where the arbitration agreement does not specify three arbitrators, the reference shall be deemed to be to a sole arbitrator.
- (b) Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration in terms of Rule 15 exceeds Rs. Two crore the dispute will be heard and determined by three arbitrators, unless the agreement provides otherwise or the parties to the dispute agree to refer the dispute to a sole arbitrator within thirty days from the date of notification of the request for arbitration.

Rule 23

The appointment of sole arbitrator or three arbitrators shall be made in the following manner:

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- (a) In case a Sole Arbitrator has to be appointed, the Registrar shall appoint an arbitrator from among the Panel of arbitrators maintained by the registrar AAMC, or by a notice in writing, call upon the parties to the dispute to forward the name of an agreed arbitrator from among the Panel of Arbitrators. The said notice shall specify the period within which the nomination shall be made which shall not be more than thirty days from the date of the said notice to the respective parties. If the parties fail to agree on the person to be appointed as sole arbitrator within the time granted by the Registrar, the Registrar in consultation with the Chairman of the Committee and in his absence in consultation with the member of the Governing Body designated by the Chairman, shall appoint the sole arbitrator from among the Panel of Arbitrators. The sole arbitrator so nominated shall constitute the arbitral tribunal to hear the dispute and shall be appointed as such in writing by the Registrar. The Registrar shall give notice to the Parties of the constitution of the arbitral tribunal.
- (b) Where the reference is to three arbitrators, the Registrar shall in the first instance appoint three arbitrators from among the Panel of arbitrators maintained by the Registrar AAMC under intimation to the parties, OR call upon the parties to nominate one arbitrator each from among the Panel of Arbitrators by a notice in writing, sent to them. The said notice shall specify the period within which the nomination shall be made which shall not be more than thirty days from the date of the said notice to the respective Parties. If a Party to the dispute refuses or neglects to appoint an arbitrator on his behalf within the period specified or if he requests the Registrar to nominate an arbitrator on behalf of that party, the Registrar in consultation with the Chairman of the Arbitration Committee and in his absence in consultation with the members of the Governing Body designated by the Chairman shall appoint the arbitrator from the Panel of arbitrators on behalf of that party. On receipt of the nominations from the respective parties or on the appointment as aforesaid by the Registrar, the Registrar shall appoint another person as the Presiding Arbitrator of the arbitral tribunal in consultation with Chairman of the Committee and in his absence in consultation with members of the Governing Body designated by the Chairman, from among the panel of arbitrators to be additional arbitrator to act as Presiding Arbitrator of the arbitral tribunal.

Rule 24

The parties will obtain the consent from the persons nominated by them as arbitrator and intimate the Council accordingly. The Registrar will obtain the consent from person(s) nominated by him/her. After a person gives his consent for appointment as arbitrator, s/he will be duly intimated about the appointment to decide the dispute, by a Memo in writing under the hand of the Registrar/president of AAMC/ Amika a Society for Alternative Dispute Resolution about the constitution of the arbitral tribunal. The appointment of the arbitrator will take effect from the date of such intimation about the constitution of the arbitral tribunal.

Rule 25

- (i) Before accepting the nomination, the prospective arbitrator shall disclose any circumstances such as financial, business, professional or other kind in the outcome of the award, likely to disqualify him/her as an impartial arbitrator. Upon receipt of such information, the Registrar shall disclose it to the parties, who if willing to proceed under the circumstances disclosed, shall advise the Registrar accordingly. If either party declines to waive the presumptive disqualification, the prospective arbitrator shall be disqualified from acting as arbitrator and the vacancy so created shall be filled, in accordance with the applicable provision of these Rules.
- (ii) The arbitrator while making the aforesaid disclosure should take notice of the grounds enumerated in the Fifth Schedule of the Act or such other schedule or amendment as may be made from time to time in respect thereof.
- (iii) Any person, whose relationship with the parties or counsel or the subject matter of the dispute falls under any of the categories specified in the Seventh Schedule of the Act, shall be ineligible to be appointed as an arbitrator provided that the parties may waive the applicability of the categories provided in the Seventh Schedule or such other schedule or amendment as may be made from time to time by an express agreement in relation to the appointment of arbitrators.

Rule 26

Any Party shall have the right to challenge the appointment of an arbitrator on receipt of the notice of such appointment for reasons which disqualify the arbitrator. The Challenge of appointment of an arbitrator shall be made within 15 days after his appointment has been communicated to the challenging party or within 15 days of his becoming aware of the reasons for which the challenge is made. Copies of the communication of challenge shall be sent to the other Parties and the arbitrators. The Committee shall be the sole judge of the grounds of challenge and its decision shall be final and binding on the Parties as well as the arbitrator.

Rule 27

- (a) If any appointed arbitrator resigns or dies or becomes incapable of acting or neglects or fails to act expeditiously, prior to or during the arbitration hearings, or if he fails to make the award within the time and/ or extended time prescribed under Rule 63, the Registrar in consultation with the Chairman of the Arbitration Committee may terminate the authority of such an appointed arbitrator and inform him/her accordingly. In the event of such termination, the arbitrator or arbitrators as the case may be, and whose

authority has been terminated, shall not be entitled to any fee.

- (b) In case of the resignation or death or termination of authority of an appointed arbitrator under Sub- Rule above, a new arbitrator will be appointed in his place by the Registrar in consultation with the Chairman of the Arbitration Committee in case they had appointed the original arbitrator. Where the appointment was made by the parties, the Registrar shall call upon the party who had appointed the arbitrator to nominate another arbitrator in his place. If any Party refuses or neglects to nominate an arbitrator within 15 days of the date of notice requiring him/her to nominate the arbitrator or within such extended time not exceeding thirty days, the Registrar in consultation with the Chairman of the Arbitration Committee shall nominate the arbitrator on behalf of that Party from among the Panel of Arbitrators.
- (c) The arbitrator (s) appointed as above will be informed about the reconstitution of the arbitral tribunal and the reconstituted arbitral tribunal shall make the award expeditiously within the time prescribed under Rule 63 from the date when the reconstituted arbitral tribunal enters on the reference. The reconstituted arbitral tribunal shall proceed with the arbitration with the liberty to act on the record of evidence and proceedings as then existing or to commence the proceedings de novo.

XIII. Deposits

Rule 28

- (a) The Registrar may require the Parties before passing the case on to the arbitrators under Rule 38, to deposit in advance such sums of money as he deems necessary to defray expenses of the arbitration including the administrative charges, arbitrator's fee and stamp duties. As a general rule, the deposits shall be called for in equal shares from the Claimant(s) and the Respondent(s). The arbitral tribunal may, during the course of the arbitration proceedings or in the arbitration award, require further sums to be deposited by the Parties or any one of them to meet the expenses of the arbitration. When one of the Parties neglects or refuses to make the deposit, the Registrar or the arbitral tribunal, as the case may be, may require such deposit whether in relation to a claim or a counter-claim, to be made by the other Party to the dispute (Claimant or Respondent as the case may be). Should the whole or part of the deposit be not made by the Parties or any one of them, the Registrar shall inform the Parties or the Party concerned that the claim or counterclaim, as the case may be, will not be the subject matter of the reference. The arbitral tribunal shall proceed only in respect of those claims or counter-claims for which the deposits has been duly paid to the Council and otherwise may order the suspension or termination of the arbitral proceedings.

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- (b) All deposits towards costs and expenses shall be made with the Council and no payment shall be released to the arbitrators directly by the parties. The deposit made shall be taken into account by the arbitral tribunal in apportioning the cost while making the award. Any deposit made in excess shall be refunded to such of parties as the arbitral tribunal may direct. The Council shall have a lien for the arbitral award on any unpaid cost of the arbitration.

XIV. Fees and Expenses

Rule 29

The arbitral tribunal shall be entitled to allow fees and expenses of witnesses, expenses connected with the selection and carriage of sample and examination of goods, Licensed Measure's Department charges, conveyance, hire, cost of legal or technical advice or proceedings in respect of any matter arising out of the arbitration incurred by the arbitral tribunal, and any other incidental expenses and charges in connection with or arising out of the reference or award as the arbitral tribunal shall, in its absolute discretion, think fit.

Rule 30

The costs of the reference and the award including charges, fees and other expenses shall be the discretion of the arbitral tribunal, which may direct to and by whom, and in what proportion, such charges, fees and other expenses and any part thereof shall be borne and paid, and may tax and settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. In the event, any administrative fees and expenses are due to the Council, the arbitral tribunal may award them in favour of the Council.

Rule 31

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

(1) Registration Fee

The Registration fee shall be payable with regard to the amount in dispute in each case as hereunder. The registration fee shall not be refunded and becomes the property of the Council.

- (a) Rs. 10,000/- plus applicable taxes for claims up to Rs. Two Crore
- (b) Rs.15,000/- plus applicable taxes for claims more than Rs. Two Crore

(2) Arbitrator's Fee and Administrative Charges

The Administrative fee (of AAMC) and Arbitrator's fee (for each arbitrator) may be taken as a composite amount, although fixed separately with regard

to the amount in dispute in each case, as under:

Schedule I Fee for Arbitration

Amount of Claim & Counter Claim	Administration fee	Arbitrator's fee
Up to Rs.5,00,000	Rs.5,000/-	Rs.5,000/-
From Rs.5 lac one to Rs.20 lac (Rs.5,00,001 to 20,00,000)	Rs.5,000/- plus Rs.0.50 % of the amount by which the total amount in dispute exceeds Rs.5,00,000	Rs.5,000/- plus 1.0% of the amount by which the total amount in dispute exceeds Rs.5,00,000/-
From Rs.20 lac one to Rs.1 crore (Rs.20,00,001 to 1,00,00,000)	Rs.12,500/- plus 0.30% of the amount by which the total amount in dispute exceeded Rs.20,00,000/-	Rs.20,000/- plus Rs.0.75% of the amount by which the total amount in dispute exceeds 20,00,000
From Rs.1 crore one to Rs.5 crore (Rs.1,00,00,001 to 5,00,00,000)	Rs.36,500/- plus 0.20% of the amount by which the total amount in disputes exceeds Rs.1,00,00,000.	Rs.80,000/- plus Rs.0.50% of the amount by which the total amount in dispute exceeds 1,00,00,000
From Rs.5 crore one to Rs.10 crore (Rs.5,00,00,001 to 10,00,00,000)	Rs.52,500/- plus 0.10% of the amount by which the total amount in disputes exceeds Rs.5,00,00,000.	Rs.2,80,000/- plus Rs.0.25% of the amount by which the total amount in dispute exceeds 5,00,00,000
Over Rs.10 crores	Rs.1,02,500/- Plus 0.05% of the amount by which the total amount in disputes exceeds Rs.10,00,00,000.	Rs.4,05,000/- plus Rs.0.20% of the amount by which the total amount in dispute exceeds 10,00,00,000

Note: In addition to the Arbitrator's Fee and the Administrative Charges referred to hereinabove, the parties shall also deposit in advance any applicable taxes thereon including requisite stamp duties.

Note: Where dispute cannot be expressed in terms of money, or that total amount in dispute is below Rs.2,00,000, the president of AAMC/ Amika a Society for Alternative Dispute Resolution shall determine the amount of fee.

(3) In addition to the above

(a) The Council will be entitled to receive a Special Fee of Rs.7,500/- plus applicable taxes per hearing for providing facilities of hearing rooms, secretarial assistance etc. in advance initially for ten sittings. Such expenses

shall be deposited by the parties in advance as demanded by the Registrar from time to time.

- (b) Notwithstanding the provisions in Sub-Rule (2) of this Rule, the Committee/Chairman of the Committee may prescribe the Arbitrator's fee, expenses and the Administrative fee of the Council at a figure higher than those prescribed in the said Sub-Rules, if in the exceptional circumstances of the case this appears to be necessary.
- (c) In the event any foreign national is appointed as an arbitrator, in that event, the Registrar in consultation with the Arbitration Committee, shall fix additional fee and travelling & out of pocket expenses over and above what has been prescribed under Rule 31(2), 32 and 33 for such arbitrator.

Rule 32

Other expenses: The arbitrator may be paid an amount of Rs. 1000/- towards local conveyance for attending each arbitration hearing in the city of his residence. In respect of joint trial, the hearing will be treated as one irrespective of the number of cases. Any traveling and other expenses incurred by the arbitrator or the Registrar for attending the arbitration hearings in a city other than the place of residence shall also be reimbursed to him/her as provided hereinafter. All the above expenses shall form part of the arbitration costs.

Rule 33

- (1) An arbitrator who has to travel shall be paid traveling expenses by air or rail (air conditioned wherever available) or car (when neither air nor rail transport is available) at actuals. In addition, s/he may be paid out-of-pocket expenses at actuals for boarding, lodging and local transport subject to maximum of Rs. 10,000/- per day in metropolitan cities and Rs. 7000/- in all other cities. Arbitrators who make their own arrangements for boarding, lodging, local transport etc. may be paid an out of pocket expenses at the rate of Rs. 5,000/- per day, without production of vouchers. The limits for stay of the Registry officials will be of those applicable to arbitrators.
- (2) The cost to be incurred on payment of expenses referred to in Sub-Rule (1) to an arbitrator nominated by a party will be borne and paid by the party nominating the arbitrator. However, if an appointed arbitrator changes his residence after his nomination by a party, s/he will not be entitled to reimbursement of any enhanced expenses for attending the arbitration hearing, unless the party nominating him/her agrees to reimburse the same to him/her. The expenses payable to the third arbitrator or sole arbitrator appointed by the Council under Rule 23(a) & (b) will be borne and paid by both the parties in equal proportion or in such other manner as may be determined by the Arbitral Tribunal.

Rule 34

Where the arbitration proceedings under an ad-hoc arbitration or under the rules of arbitration of any other arbitral organisation or otherwise are administered by the Council wholly or in respect of some matters arising out of such arbitration, the Council may charge an appropriate fee for such administration and other services.

Rule 35

In respect of the arbitration proceedings referred to in Rule 34 hereinabove, the Council shall be entitled to charge a fee as provided in Rule 31 (1).

Rule 36

Where the sum under dispute is not stated or in arbitration proceedings where the relief claimed is other than a money claim, viz., a declaratory claim, the Registrar and the Arbitral Tribunal under Rule 28, may require such deposits as may be deemed necessary to be paid by such of the parties as may be required subject to later adjustment.

Rule 37

The amount of interest, whenever specified, will be included in the claim amount for the purpose of calculation of arbitrator's & administrative fee. Further, claims and counter-claims referred for arbitration shall be taken into consideration separately for the purpose of calculation of arbitrators as well as administrative fee under Sub-Rule 31 (2).

XV. Submission of the Case to the Arbitral Tribunal

Rule 38

- (i) The Arbitral Tribunal shall be deemed to have entered on the reference on the day on which the arbitrator or all the arbitrators, as the case may be, have received notice in writing of their appointment by the Registrar after disposal of the challenge to their appointment, if any, made.
- (ii) The Registrar shall send copies of all papers relating to arbitration such as claim statement, defence statement, counter claims, reply, statements, or other documents received from the parties to the dispute to the Arbitrator/Arbitrators constituting the Arbitral Tribunal with a request to proceed with the arbitration.
- (iii) If the Claimant does not file all the requisite documents, papers, etc. or does not deposit the appropriate fees as per the Rules after having been given due opportunity for the purpose by the Registrar or the arbitral tribunal, the Registrar or the arbitral tribunal may dismiss/close the case on file for lack of perusal by the Claimant. Similarly, if the Respondent fails to produce any

requisite documents, papers including the statement of defence or information or fails to deposit administrative fees, or arbitrators fees etc. after having been given due opportunity for the purpose by the Registrar or the arbitral tribunal, the Registrar or the arbitral tribunal may proceed further with the arbitration proceedings as per the Rules, notwithstanding such failure or refusal by the Respondent.

Rule 39

Where there are two or more applications for arbitration by the Council and the issue involved in the dispute arises out of same transactions, the Registrar may, if he thinks proper to do so and with the consent of the Parties, fix the hearings of the disputes to be heard jointly or refer the applications to the same Tribunal. The awards, however, shall be given separately in each case.

XVI. Notifications and/or Communications from the Registrar

Rule 40

All applications which the parties desire to make to the arbitral tribunal and all notices to be given to the Parties before or during the course of arbitration or otherwise in relation thereto shall be made through and sent by the Registrar who shall communicate the orders and directions of the Arbitral Tribunal thereon to the Parties.

XVII. Amendment of Claims, Etc.

Rule 41

Amendments of the claim, defence statement, counter-claim or reply submitted to the Arbitral Tribunal must be formulated in writing by the Party so desiring. The Arbitral Tribunal will decide whether such amendments should be allowed or not. The Administrative fee and Arbitrator's fee (for each Arbitrator) shall get revised to the extent of increase for such additional claims/counter-claims. The party making such additional claim/counter-claim shall deposit the entire fees payable in respect of such increase of additional claim as set out in the schedule of fees in Rule 31(2).

XVIII. Place of Arbitration

Rule 42

The place or venue of arbitration shall be Hyderabad, India. The Arbitration proceedings shall be held at such other place or places in India as the Arbitral Tribunal may determine having regard to the convenience of the Arbitrators and the Parties.

XIX. Proceedings before the Arbitral Tribunal Mediation

Rule 43

Optional Mediation: The parties may opt for Mediation and request the arbitral tribunal before the commencement of the arbitration proceedings unless they have already agreed otherwise, to settle their dispute through Mediation as per Rules of Mediation of the Council. The Arbitration Tribunal shall also explore the possibilities of an amicable settlement at the beginning or during the course of arbitration in accordance with Section 30 of the Arbitration and Conciliation Act, 1996.

XX. Fast Track Arbitration

Rule 44

Fast Track Arbitration : The Parties may opt for Fast Track Arbitration and request the arbitral tribunal, before the commencement of the arbitration proceedings, to decide the reference in a fixed time frame of 3 to 6 months or any other time agreed between the Parties, according to the Fast Track Arbitration procedure, as under:

- (1) The arbitral tribunal shall decide the dispute on the written pleadings, documents and written submissions filed by the Parties without any oral hearings.
- (2) The arbitral tribunal shall have power to call for any further information/clarification from the parties in addition to the pleading and documents filed by them.
- (3) An oral hearing may be held if both the parties make a joint request or if the Arbitration tribunal considers an oral hearing necessary in any particular case.
- (4) If an oral hearing is held, the arbitral tribunal may dispense with any technical formalities and adopt such procedure as it deems appropriate and necessary for economic and expeditious disposal of the case, keeping in view the provisions of the Arbitration and Conciliation Act, 1996.

Rule 45

At a hearing, a party shall be entitled to appear by counsel, attorney, advocate or a duly authorised adviser or representative or personally. However, where the dispute is purely of a commercial nature, the parties shall have no right to be represented by lawyers except where, having regard to the nature or complexity of the dispute, the arbitral tribunal considers it necessary in the interest of justice that the parties should be allowed to be represented by counsel, attorney or advocate.

Rule 46

The arbitral tribunal may proceed with the reference notwithstanding any failure by a party to comply with any of the directions of the arbitral tribunal and may also proceed with the arbitral proceedings in the absence of any or both the Parties who fail or neglect to attend at the time and place appointed by the arbitral tribunal, in spite of due notice.

Rule 47

The parties shall do all acts necessary to enable the arbitral tribunal to make an award expeditiously and shall not do or cause or allow to be done, any act which will delay the proceedings or prevent arbitral tribunal from making an award expeditiously, and if any party does cause or allow to be done any such act, that party shall pay such costs as the arbitral tribunal deems reasonable.

Rule 48

The arbitration session will go on as far as possible on a day-to-day basis from 10.30 a.m. to 4.30 p.m. once the hearing begins after completion of all the formalities. The arbitral tribunal shall not ordinarily adjourn a hearing at the request of any party, except where the circumstances are beyond the control of the party provided the party seeking adjournment files a written request in advance and the arbitral tribunal is satisfied that reasons and circumstances for the adjournment are justified. While granting an adjournment, the arbitral tribunal may make such orders regarding payment of costs by one or both of the parties, including exemplary costs on the party seeking adjournment without any sufficient cause, as it deems fit and reasonable.

Rule 49

If the parties have agreed to submit their case to arbitration under these Rules and any party refuses or fails to take part in the arbitration proceedings, the arbitral tribunal may proceed with the arbitration notwithstanding such refusal or absence.

Rule 50

The arbitral tribunal may at its discretion at any time or times before making the final award and at the expense of the parties concerned, consult any person having special knowledge relating to the particular industry, commodity, produce or branch of trade concerned in the reference or any expert or qualified accountant and may also at the like expenses of the Parties, consult solicitors, counsel or advocates upon any technical question of law, evidence, practice or procedure arising in the course of the reference. If the parties agree, the arbitral tribunal may, at the expense of the Parties, appoint any expert, accountant, or lawyers to sit with as an assessor and take into account the advice of such assessor.

Rule 51

The Parties to the reference and any witness on their behalf shall, subject to the provisions of any law for the time being in force:

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- (a) submit to be examined by the arbitral tribunal on oath or affirmation in relation to the matters in dispute.
 - (b) produce before the arbitral tribunal all books, deeds, papers, accounts, writings and documents in their possession or power respectively which may be required or called for by the arbitral tribunal.
 - (c) Comply with the requirements of the arbitral tribunal as to the production or selection of samples, and
 - (d) generally, do all other things which, during the pendency of the reference, the arbitral tribunal may require.

Rule 52

The arbitral tribunal will consider, as far as possible, to receive the evidence of witnesses by affidavit. Provided that the witness whose affidavit is admitted in evidence is made available for cross-examination at the request of the opposite Party, the Arbitral Tribunal may:

- (a) administer oath or affirmation to the Parties or witnesses appearing and giving evidence;
- (b) make any award conditional or in the alternative;
- (c) correct in any award any clerical mistake or error arising from or incidental to any slip or omission;
- (d) administer to the Parties to the arbitration such interrogatories as it may consider necessary;
- (e) decide all objections to its jurisdiction including any objection regarding the existence or validity of the arbitration clause or the arbitration agreement, without prejudice to the right of the parties to have the matter decided by the Court of law;
- (f) decide the law governing :
 - (i) the contract or the matter in dispute,
 - (ii) the arbitration agreement, and
 - (iii) the arbitration procedure
- (g) award interest including pendente lite interest.

Rule 53

When substantially the same dispute or questions of law and facts are likely to arise in more than one contract or agreement (Chain Contracts), the arbitral tribunal may invite all parties involved to agree to submit to an award in one arbitration between such two or more of the parties as are named for the purpose.

Rule 54

- (I) The arbitral tribunal may by the award dismiss the application or claim:
 - (a) if the Claimant does not prosecute the arbitration proceedings or file the papers within the time granted; or
 - (b) neglects or refuses to pay the dues or deposits ordered to be paid by the arbitral tribunal or the Registrar.
- (ii) The arbitral tribunal may make an ex parte award :
 - (a) if the Respondent neglects or refuses to appear or make his defence or fails to file the papers within the time granted; or
 - (b) neglects or refuses to pay the dues or deposits ordered to be paid by the arbitral tribunal or the Registrar.

Rule 55

The Registrar shall make necessary arrangements for a stenographic record of evidence whenever such record is required by a Party. The cost of the stenographic record and all transcripts thereof, if any, shall form part of the costs of the reference additionally.

Rule 56

The language of the arbitration proceedings shall be English unless otherwise agreed by the parties. If any documents filed by a Party are in a language other than English, the Party filing such documents shall simultaneously furnish an English translation of the documents. The Registrar may make arrangements for the service of an interpreter at the request of one or more of the parties and costs thereof shall form part of the costs of the reference additionally.

Rule 57

- (a) (1) Any party may, during the arbitral proceedings or at any time after the making of the arbitral award but before its enforcement, apply to the arbitral tribunal -
 - (i) for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
 - (ii) for an interim measure of protection in respect of any of the following matters, namely-
 - (a) the preservation, interim custody or sale of any goods which are the subject matter of the arbitration agreement;
 - (b) securing the amount in dispute in the arbitration;
 - (c) the detention, preservation or inspection of any property or thing which is the subject matter of the dispute in arbitration, or as to which any question may arise therein and authorising

for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

- (d) interim injunction or the appointment of a receiver;
- (e) such other interim measure of protection as may appear to the arbitral tribunal to be just and convenient.

(2) Any order issued by the arbitral tribunal shall deem to be an order of the Court for all the purposes and shall be enforceable under the Code of Civil Procedure or any other law for the time being in force, in the same manner as if it were an order of the Court.

XXI. Appointment of Emergency Arbitrator:

- (a) If a party is in requirement of urgent interim or conservatory measures, that cannot await formation of the Tribunal, it may make an application for emergency interim relief. The party shall notify the Registrar with a simultaneous copy thereof to the other parties to the arbitration agreement for such measures.
- (b) The party making such an application shall:
 - i) describe the circumstances and the nature of the urgency and the measures sought
 - ii) file proof of service of such application upon the opposite parties.
- (c) The party invoking the provision of Emergency Arbitrator shall deposit the necessary fees, administrative charges and expenses decided by the Registrar in consultation with the Chairman of the Arbitration Committee within 7 days from the date of demand made by the Registrar.
- (d) The Registrar, in consultation with the Chairman and in her/his absence in consultation with the member of the Committee designated by the Chairman, shall appoint the Emergency Arbitrator as soon as possible but not later than seven days from the date of receipt of the fee as above.
- (e) The Emergency Arbitrator so appointed shall schedule a hearing including filing of pleadings as soon as possible but not later than seven days of his appointment. The Emergency Arbitrator shall provide reasonable opportunity of being heard to all the parties and upon being satisfied shall have the power to pass an interim order.
- (f) The Registrar shall ensure that the entire process from the appointment of the Emergency Arbitrator to making the Order shall be completed

within thirty days (excluding non-business days).

- (g) The Emergency Arbitrator shall become functus officio after the Order is made.
- (h) The order for urgent interim or conservatory measures passed by the Emergency Arbitrator shall not bind the Tribunal on the merits of any issue or dispute that the said Tribunal may be required to determine.
- (i) An order pursuant to the appointment of Emergency Arbitrator shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with such an order or award without delay.
- (j) The order passed by the Emergency Arbitrator shall remain operative unless modified, substituted or vacated by the Tribunal.
- (k) Emergency arbitrator for all purposes shall be treated as ad hoc Arbitral Tribunal and shall have all the powers vested in the Arbitral Tribunal referred to in Rule 57.

XXII. Waiver of Rules

Rule 58

Any party who proceeds with the arbitration with the knowledge that any provision or requirement of these rules has not been complied with and who fails to state his objection thereto in writing, shall be deemed to have waived his right to object.

XXIII. Return of Documents

Rule 59

Unless required to be filed in a Court of law, the arbitral tribunal shall have full discretion to retain/to return all books, documents or papers produced before it and may direct at any time that the books, documents or papers produced before it or any of them may be returned to the parties producing them on such terms and conditions as the arbitral tribunal may impose.

XXIV. Award

Rule 60

No award shall be made by the arbitral tribunal unless the case of the party applying for arbitration has been brought to the notice of the other party and until after the lapse of such specified time within which he has been asked to submit his defence statement under Rule 18. The Award made under these rules shall be an award within the meaning of an Arbitral Award under the Arbitration and Conciliation Act, 1996 amended from time to time.

Rule 61

Whenever there is more than one arbitrator, the award of the majority shall prevail

and be taken as the decision of arbitral tribunal. Failing a majority, the Presiding Arbitrator of the arbitral tribunal alone shall make the award.

Rule 62

Should the Parties arrive at a settlement of the dispute by common agreement before the Arbitral Tribunal and the Arbitral Tribunal is satisfied that such agreement is genuine and not to defeat the purpose of any law, the arbitral tribunal shall render an award as per agreement of the Parties. Otherwise, the arbitral tribunal shall make the award on the basis of the documents, evidence, etc. filed before it by the Parties, and hearings if any held with the consent of the parties.

Rule 63

- (i) The Arbitral Tribunal shall make the award as expeditiously as possible, preferably within six months, from the date of the reference subject to a maximum limit of twelve months from the date on which arbitral tribunal entered into reference in terms of Rule 38.
- (ii) The parties mutually agree to waive their right of consent and confer upon the Registrar the right to extend the time for making of an award for a further period of six months, if applied for, by any of the parties, provided such request is found to be reasonable and necessary.
- (iii) If the award is not made within the aforesaid period of 12 months or 18 months, as the case may be, the mandate of the arbitrator shall terminate unless the Court has either prior to or after the expiry of the period further extended the period for passing of award.
- (iv) In the event, the arbitrators are substituted by the Court under the Act, the arbitration proceedings may continue from the stage it has reached and on the basis of the evidence and material already on record and the arbitrator(s), so appointed, shall be deemed to have received the said evidence and material. The Arbitral Tribunal, so reconstituted, shall be deemed to be in continuation of the previously appointed Arbitral Tribunal.
- (v) The arbitrators shall not be entitled to any fees in the event of cancellation of their mandate for not making of the award within the time specified.
- (vi) After the constitution of the arbitral tribunal and during the arbitral proceedings if any party makes a challenge as to the independence and impartiality of the arbitrator, the arbitral proceedings shall remain suspended during the period such challenge is decided.
- (vii) If such challenge is rejected, the arbitral tribunal shall be at liberty to impose such exemplary cost on the party making challenge as it may be decided by the arbitral tribunal.
- (viii) In the event such challenge is upheld, the arbitrators so challenged shall stand discharged and shall not be entitled to any fees.

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- (ix) The period during which the arbitral proceedings remain suspended shall be excluded from the period within which the award is to be made in terms of rule 63(1).
 - (x) In the event the Arbitral Tribunal rules against its own jurisdiction, the Arbitrator/s including the Council shall be entitled to 50% of the Arbitrator's fees and Administrative charges respectively.
 - (xi) In the event no appeal is preferred against the ruling of the Arbitral Tribunal referred to in rule 63(x) here in above within the period of limitation, the Registrar shall, after the expiry of 120 days from thereafter, refund the balance 50% of the Arbitrator's fees and administrative charges to the parties.
 - (xii) If any appeal is preferred against the ruling of the Arbitral Tribunal referred to in rule 63(x) and if such Appellate authority / authorities finally uphold and sustains the ruling of the Arbitral Tribunal, the Registrar shall thereafter refund the balance 50% of the Arbitrator's fees and administrative charges to the parties.
 - (xiii) In the event the Appellate authority / authorities finally hold that the Arbitral Tribunal had jurisdiction to proceed with the arbitration and do not change the composition of the Arbitral Tribunal, the Registrar shall call upon the Arbitral Tribunal to resume and adjudicate the dispute between the parties and that the Arbitral Tribunal and the Council, upon passing of the award, shall be entitled to the balance 50% of the Arbitrator's fees and administrative charges. In the event the Appellate authority / authorities finally holds that the Arbitral Tribunal had jurisdiction to proceed with the arbitration but reconstitutes the Arbitral Tribunal either fully or partly, in that event, the arbitration proceedings shall start de novo and the parties shall not be entitled to any deduction and/or abatement of the arbitrator's fees and administrative charges deposited earlier with the Council.

Rule 64

The arbitral award shall state the reasons upon which it is based, unless :

- (i) the parties have agreed that no reasons are to be given, or
- (ii) the award is an arbitral award on agreed terms.

Rule 65

The arbitral award shall state its date and the place of arbitration and the award shall be deemed to have been made at that place.

Rule 66

The arbitral tribunal may make an interim award, and may, by an award, determine and order what shall be done by either or any of the Parties, respecting the matters referred.

Rule 67

The arbitrators constituting the arbitral tribunal or the Presiding Arbitrator where Rule 61 is applicable, shall sign the award and the Registrar shall give notice in writing to the Parties of the making and signing thereof and of the quantum of arbitrators fees, arbitration fee & charges payable in respect of the arbitration and the award. The arbitrators fee shall be payable by the Council to the arbitrators on receipt of the award and after receipt of requisite deposit made by the parties.

Rule 68

- (a) When an award has been made, the Registrar shall furnish a true copy of the award to the parties by registered post provided the arbitration costs have been fully paid to the Council by the parties or by one of them.
- (b) The Registrar may require either Party to notify him/her of the compliance with the award.
- (c) The arbitral tribunal and the Registrar of the Council shall assist the parties in complying with any formalities that may be necessary for the enforcement of the award or for other purposes.
- (d) The Council may print, publish or otherwise circulate any award made under its rules or under its auspices, in any arbitration journal, magazine, report, etc. for the purpose of creating arbitration jurisprudence or precedents for the benefit and guidance of future arbitrations. No party to the arbitration shall have any objection to the publication of awards as above provided that the names and addresses of any Party to the dispute will be omitted from such publication and its identity duly concerned if so desired by such party.

Rule 69

Additional copies of the award certified true by the Registrar shall be made available to the parties but to no one else, at all times at request and on payment as fixed by the Registrar.

Rule 70

A party shall in all things abide by and obey the award which shall be binding on the Parties and their respective representatives, notwithstanding the death of any party before or after the making of the award and such death shall not operate as

revocation of the submission or reference. To avoid delays and further litigation, the arbitrators/Registrar shall ask the Parties to agree that the award made by the arbitrators/s shall be final and binding on the Parties and neither Party shall be entitled to challenge it in the Court of law.

XXV. Filing of Award

Rule 71

The arbitral tribunal shall at the request of any of the Parties to the proceedings or of any person claiming under a Party or if so, directed by the Court and upon payment of fees and charges due in respect of the arbitration and award and of the costs and charges of filing the award, cause the award or a signed copy thereof together with the deposition or documents which may have been taken and proved before it to be filed before the Court.

Rule 71-A

XXVI. Correction, Interpretation and Remission of Awards

- (a) Within thirty days from the receipt of arbitral award, a party, through the Registrar, may request the Arbitral Tribunal to correct any computation errors, any clerical or typographical errors or any other errors of similar nature occurring in the Award.
- (b) The Registrar shall thereafter forward the request to the Tribunal with a copy to the other party.
- (c) A party, through the Registrar, may request the Tribunal to give an interpretation of a specific point or part of the award.
- (d) If Tribunal considers the request made under sub-section (c) to be justified, it shall make the corrections or give the interpretation within thirty days from the receipt of such request and interpretation shall form part of the arbitral award.
- (e) The Tribunal may also correct any error of the type referred to under sub-section (a), on its own initiative, within thirty days from the date of the arbitral award.
- (f) A party, through the Registrar may request, within thirty days from the receipt of the arbitral award, the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award. The Registrar shall forward the request to the Tribunal with the copy to the parties.
- (g) If the Tribunal considers the request made under sub-section (f) to be justified, it shall make the additional arbitral award within sixty days from the receipt of such request.

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- (h) The 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 under sub-sections (a), (c) and (f).

Rule 72

A fee of Rs. 5,000/- plus incidental expenses at actuals in addition to the court fees, on the scale for the time being in force is payable by the party requiring the award to be filed.

XXVII. Stamp Duties

Rule 73

- (a) Deficient stamp duties, if any, are to be paid by the parties in equal share in all cases in accordance with the scale of stamp duties for the time being imposed by law.
- (b) In case of an ex-parte Award, the entire stamp duty shall be paid by the Claimant in accordance with the scale of stamp duties for the time being imposed by law.

XXVIII. Copies of Proceedings

Rule 74

No party is entitled as of right to copies of proceedings before the arbitral tribunal. In case the Registrar is required to furnish copies of depositions and/or documents which have been taken or proved before the arbitrator, a charge as demanded by the Registrar shall be paid by the party requiring such copies.

Rule 75

The Registrar shall, upon the written request of a party, furnish to such party at his expense certified facsimile of any documents filed in the arbitration proceedings.

XXIX. Cases Withdrawn

Rule 76

When the party instituting a case desires to withdraw it before an arbitral tribunal has been constituted, the Registrar shall return to him/her any deposits made by him/her, under Rule 28, after deducting such charges as he might have incurred in connection with the cases. The registration fee, however, shall not be refundable.

Rule 77

If the arbitration is terminated by the act or default of any parties after constitution

of the arbitral tribunal and before the award is made, any fee, charges, deposited by the Parties shall not be refunded.

XXX. Indemnity of Secretariat and Arbitrators

Rule 78

The Council, the Arbitration Committee and officers of the Council shall not be liable for any act or omission in whatever capacity they may have acted in connection with or in relation to an arbitration under these Rules. Parties are themselves required to contest the proceedings regarding the validity of the arbitration agreement before the court.

Rule 79

No party shall bring or prosecute any suit or proceedings whatsoever against the Council, arbitral tribunal, or any member thereof, for or in respect of any matter or thing purporting to be done under these Rules nor any suit or proceedings in respect thereof (save for enforcement of the award) against the other party.

XXXI. Costs

Rule 80

- (a) If the arbitral tribunal decides to make an order as to the payment of costs with interest on costs - the general rule is that the unsuccessful party shall be ordered to pay such costs with interest as may be determined by the arbitral tribunal to the successful party or the arbitral tribunal may make different orders for reasons to be recorded in writing.
- (b) In determining the costs, the arbitral tribunal shall refer to all the circumstances including:-
 - (i) the conduct of all the parties;
 - (ii) whether a party has succeeded partly in the case;
 - (iii) whether the party had made a frivolous counter claim leading to delay in disposal of arbitral proceedings;
 - (iv) whether any reasonable offer to settle the dispute is made by a party and refused by the other party.

XXXII. Amendment of Rules

Rule 81

The Governing Body may revise, amend or alter these rules or the schedule of fees and other monies to be charged and paid as and when expedient and necessary.



GUIDELINES FOR ARBITRATORS AND PARTIES

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

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

For Arbitrators

2. The arbitrators must take up the arbitration expeditiously on receipt of the request from the Council and should also complete the same with reasonable dispatch. Serious efforts should be made to settle arbitration cases expeditiously within a period of 6 months where the amount of claim exceeds 1 crore and within a period of 4 months where the amount of claim is less than Rs.1 crore.
3. When accepting his mandate, the arbitrator shall be able to perform his task with the necessary competence according to his professional qualifications.
4. When giving notice of his acceptance, the arbitrator shall disclose in writing or in the printed format as under:
 - any relationship with the parties or their counsel which may affect his independence and impartiality;
 - any personal or economic interest, either direct or indirect, in the subject matter of the dispute;
 - any prejudice or reservation as to the subject matter of the dispute which may affect his impartiality.
 - Where necessary due to supervening facts, this Statement shall be repeated in the course of the entire arbitral proceedings until the award is filed.
5. Where facts that should have been disclosed are subsequently discovered, the arbitrator may either withdraw or be challenged or the Amika Arbitration and Mediation Council may refuse to appoint him/her in other arbitral proceedings on this ground.
6. The arbitrator may at all stages suggest the possibility of a settlement to the parties but may not influence their decision by indicating that he has already reached a decision on the dispute.
7. In the course of the arbitral proceedings, the arbitrator shall refrain from all unilateral contact with the parties or their counsel which is not notified to the Amika Arbitration and Mediation Council so that the AAMC can inform the other parties and arbitrators.

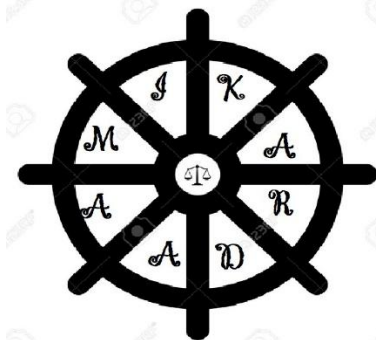
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8. The arbitrator shall refrain from giving the parties, either directly or through their counsel, notice of decisions in the evidence taking place or on the merits; notice of these decisions may be given exclusively by the AAMC.
 9. The arbitrator shall neither request nor accept any direct arrangement on costs or fees with the party which has designated him/her . The arbitrator is entitled to reimbursement of expenses and a fee as exclusively determined by the AAMC according to its Schedule of Fees, which is deemed to be approved by the arbitrator when accepting her/his mandate, or as may be negotiated by AAMC with the arbitrator.
 10. The arbitrator shall encourage a serene and positive development of the arbitral proceedings. In particular, s/he shall decide on the date and manner of the hearings in such a way as to allow both parties to fully participate therein, in compliance with the principle of equal treatment and adversarial proceedings.
 11. The first hearing of the arbitral tribunal should be convened within 15 days of the receipt of the complete reply of the Respondent when the arbitral tribunal may issue necessary directions. Admission and denial of the documents may be got done by the Registrar. Issues if any to be framed, may be done at the same or at the next hearing. The arbitrators should hold arbitration hearings continuously on day- to-day basis during office hours.
 12. The parties should be asked to furnish a list of their witness, if any, in advance and they should be asked to file affidavits of witness on the date fixed for evidence preferably within a week of the settlement of issues, Cross examination of such of the deponent's witnesses whose presence is demanded by the opposite party should be completed at a hearing to be fixed within 15 days.
 13. Arguments preferably should be heard within 15 days of the completion of evidence, to be followed by submission of written arguments, if any.
 14. Adjournments of duly fixed hearing should not be granted except for unavoidable reasons which should be spelt out in the adjournment order.
 15. The Arbitrator should make the award expeditiously after the close of the hearings, preferably within 15 days.
 16. The arbitrator who does not comply with the provisions of these guidelines may be replaced by the Committee. Where it is not appropriate to replace the arbitrator in order not to cause delay in the arbitral proceedings, the AAMC may also take such action after the conclusion of the arbitral proceedings, by refusing to confirm him/her in subsequent arbitral proceedings.

For Parties

17. The Claimant should file the applications or demand for arbitration to the Registrar of the Council with all the information and papers as per Rules, full statement of claim and copies of documents relied upon, in 3 sets in case of a Sole Arbitrator and in 5 sets in case of three arbitrators.
18. The Respondent should file his reply to the claim with complete information and documents relied upon, in 3 or 5 sets as above as early as possible within the prescribed time. Fresh documentation/claims should not be entertained at a later stage of the proceedings unless the arbitral tribunal is satisfied about the reasons for granting such permission.
19. If any party to arbitration, particularly in cases where any arbitrator, advocate or any of the parties has to come from out station to participate in arbitration proceedings, desires to seek adjournment on any valid ground, it must submit a written request to the Registrar at least before 5 working days stating the grounds which compel it to request for postponement of the hearing so that the Council is in a position to take necessary steps to inform the Parties, Arbitrators and Advocates regarding postponement of the hearing. Parties seeking adjournment will have to pay cost as may be determined by the arbitral tribunal.
20. Parties should deposit arbitration and administrative fees with the Council (AAMC) within the stipulated time, as per the Rules and no extension should be sought in this behalf except for compelling reasons.
21. To avoid excessive costs in arbitration proceedings, the parties are advised to choose their arbitrators from the Panel, as far as possible from the place where the arbitration hearings have to be held. In case, a party still chooses an arbitrator from a place other than the place of hearing, the concerned party will bear the entire extra cost to be incurred on stay TA/DA etc. of the arbitrator nominated by it.

For Arbitration Committee

22. The Arbitration Committee of the Council may examine the arbitration case file, from time to time to evaluate the progress of the proceedings and to ascertain whether the arbitrators have granted adjournments only on reasonable grounds.
23. The Arbitration Committee shall be sole judge of the grounds of violation of the guidelines and its decision shall be final and binding on the arbitral tribunal as well as the parties.



AAMC CODE OF CONDUCT

AAMC CODE OF CONDUCT

Preamble/Purpose

Objective of the Code:

With the goal of making arbitration Efficient, Simple, Just, User Friendly, Speedy, Trustworthy, Equitable, Serviceable, and at a Low Cost, this Code aims to establish a set of standards for the Arbitration Committee, Arbitrators, Parties, and Counsel, who are expected to adhere to such standards while performing their respective duties under the auspices of the Amika Council of Arbitration.

This code was developed in response to the fundamental principle that only an arbitration institution can ensure the enforcement of such ethical standards, which are required at various stages of arbitration, from the appointment of an arbitrator to the rendering of an arbitration award. Ad hoc arbitration, on the other hand, can use this code of conduct as a self-regulatory measure to boost confidence in the arbitration institution as a whole. As this code evolves over time, it will be necessary to revise and update it on a regular basis in order to stay current with international standards.

The Code is set out in four parts:

Part I Code of Conduct for the Arbitration Committee.

Part II Code of Conduct for the Arbitrator.

Part III Code of Conduct for the parties.

Part IV Code Conduct for the Counsel.

Part I- Code of Conduct for the Arbitration Committee:

- 1.1) Members of the Arbitration Committee may be appointed as arbitrators during their term of office.
- 1.2) The Arbitration Committee shall consider the following criteria when appointing arbitrators in a case:
 - a) Nature of the dispute
 - b) Availability of the Arbitrators
 - c) Identity of the parties
 - d) Independence and impartiality of the arbitrator
 - e) Any stipulation made in the Arbitration Agreement of the parties
 - f) Past record of the Arbitrator
- 1.3) If an arbitrator with the required skills and experience is not available, the

Arbitration Committee may consider a non-panelist for appointment. In such cases, the criteria listed above will also apply.

Part II- Code of Conduct for the Arbitrators:

- 2.1.1) This Code of Conduct will apply to all arbitrators on the panel.
- 2.1.2) Every person nominated as an arbitrator in a case must make the disclosures outlined in the Arbitrators' Declaration of Acceptance of Responsibility and Independence.
- 2.1.3) Arbitrators are expected to follow the rules and policies of the AAMC.
- 2.1.4) The Arbitrator(s) must follow the Guidelines for the expeditious conduct of Arbitration proceedings, which are annexed to the AAMC Rules of Arbitration.

Duties of Arbitrators (general):

- 2.2.1) To act with honesty, integrity, diligence and dignity to which the profession of dispute resolution is associated: the arbitrator shall-
 - Recognize a responsibility to the public, parties and to all other participants in the proceedings;
 - Not solicit appointment only if he believes that he is adequately competent and qualified and can conduct the proceedings promptly;
 - Refrain him/her self from entering into any kind of relationship with the parties or the counsel, while serving as an arbitrator, that is likely to affect his impartiality;
 - Refrain him/her self from entering into any *ex parte* or private communication relating to the case with the arbitrator, after s/he is appointed as an arbitrator or member of the panel of arbitrators.
 - Not accept any gift or substantial hospitality, directly or indirectly from any party to the arbitration.
- 2.2.2) To disclose any interest or relationship with the parties: the Arbitrator shall have a continuing duty-
 - Disclose any direct or indirect financial or personal interest in the outcome of the arbitration;
 - Disclose any existing or past relationship or interest that might affect this impartiality or might create a reasonable apprehension of bias.
- 2.2.3) To be faithful to the relationship of trust and confidentiality inherent in her/his office: the Arbitrator shall-
 - Not, at any time, use confidential information obtained during the

Arbitration Proceedings to gain personal advantage or advantage for others, or to adversely affect another's interest;

- Keep all information relating to the proceedings confidential unless the parties otherwise agree or any law requires him/her to disclose it.
- Not disclose the decision ahead of the time given to the parties..

Conduct of Proceedings:

- To ensure fair and diligent proceedings, the arbitrator must follow fairness, patience, courtesy, and equality principles.
- Ascertain from the parties about the method of recording the proceedings.
- Allow other arbitrators, if any, to participate in all aspects of the proceedings;
- Act within the scope of authority specified in the arbitration agreement.
- Follow the procedure, if any, outlined in the agreement.
- Do not discuss the case with any party in the absence of the other party, unless otherwise specified in the agreement or if the circumstances require it.
- Provided that proper notice is served and the substance of the meeting is promptly communicated to the other party.
- To expedite proceedings, the Arbitrator will prepare a timetable in accordance with AAMC Rules at the first meeting with the parties, establishing deadlines for submitting statements, evidence, hearings, and awards.
- Strictly adhere to such timetable, and no latitude or indulgence should be granted except for legitimate reasons to be recorded.
- After each stage of the proceedings, submit a performance statement reflecting the extent to which you adhered to the timeline.
- Not to allow any lapse of time between the steps to be taken inter se, as well as between the conclusion of such steps and the commencement of hearing, and to have continuous hearing from day to day, Monday through Friday, whenever possible.

2.3) Others

- 2.3.1) Regarding fees, the Arbitrator shall be bound by the AAMC's pre-arranged fee structure and shall not enter into any direct arrangement with the parties.

2.3.2) Decision-Making: The arbitrator must decide all matters justly, using independent judgement and not allowing outside pressure to influence the decisions. He will also construct the award in a logical order, centred around the following main elements:

- Brief summary of facts
- Disputes/issues referred to arbitration
- Averment of the parties on each of the issues
- Evidence led, if any
- Statement, in respect of each point, of the applicable Rules of Law and application of said rule to the issue being examined.
- Reasons for the award.

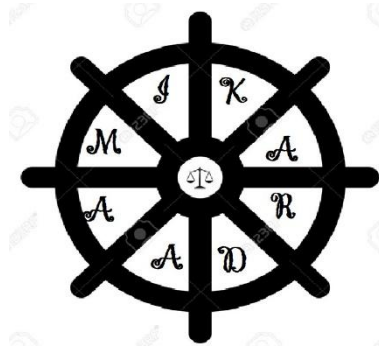
Part III- Code of Conduct for the parties:

- 3.1) The parties must maintain the dignity of the proceedings and act honestly and diligently.
- 3.2) The parties must follow the Guidelines for Expeditious Conduct of Arbitration Proceedings, which are annexed to the AAMC Rules of Arbitration.
- 3.3) The parties must deposit the required amount with the Registrar within the time frame specified.
- 3.4) The parties must respond in a timely manner to reasonable requests for information from the arbitrator or other party(ies).
- 3.5) The parties shall strictly adhere to the timetable (set out by the arbitrator at the first meeting) and submit all relevant documents and statements within the timeframe specified in the timetable.
- 3.6) The parties shall not provide any hospitality, either directly or indirectly, to the Arbitrator(s).
- 3.7) The parties will pay the agreed-upon fees as well as their share of the costs specified in the award.
- 3.8) During the proceedings, the parties must comply with all orders/directions/rulings issued by the arbitrator(s).
- 3.9) The Parties shall refrain from using dilatory tactics and shall make every effort to resolve the dispute as quickly as possible.

Part IV Code of Conduct for the Counsels:

- 4.1) Throughout the Arbitration Proceedings, the Counsels must cooperate fully with the parties and the Arbitrator(s);

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- 4.2) The Counsels shall follow the code of conduct established by the Bar Council of India;
 - 4.3) The Counsels shall maintain punctuality, decency and decorum of the profession;
 - 4.4) The Counsels shall respect the tribunal and the parties, refrain themselves from shouting at the parties, and raising their voice unnecessarily during the course of hearings;
 - 4.5) The Counsels shall not seek adjournment of hearings without any valid reason, and they shall allocate sufficient time for the arbitration proceedings, and shall respect the intent of the Alternative Dispute Resolution system for speedy disposal of a case.



AAMC MEDIATION RULES 2021
(With effect from November 1, 2021)
(Amended on 31 December, 2023)

AAMC MEDIATION CLAUSE

Parties to a contract who agree to resolve their contractual disputes in accordance with the AAMC Rules of Mediation, with the AAMC acting as appointing authority and/or providing administrative services, may use the following clause:

“If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to seek an amicable settlement of that dispute by Mediation under the AAMC Rules of Mediation. The authority to appoint the Mediator /Mediator s shall be the Amika Arbitration and Mediation (AAMC). The Amika Arbitration and Mediation Council will provide administrative service in accordance with the AAMC Rules of Mediation”.

Note: Parties may wish to consider adding the following:

- (a) The number of Mediator (s) shall be
- (b) The language of the Mediation proceedings will be
- (c) Specific qualifications of the Mediator (s) including, but not limited to, language, nationality, technical qualifications and experience.

Rule 1 Preliminary

Short title and scope

1. (1) These rules may be called the AAMC Mediation Rules.
- (2) These rules shall apply where the parties have agreed in writing, that-
 - (a) A dispute which has arisen between them, or
 - (b) A dispute which may arise, between them in respect of a defined legal relationship, whether contractual or not, should be resolved by amicable settlement under the AAMC Rules of Mediation; or
 - (c) In an arbitration where the arbitration tribunal refers the dispute for a mediation under section 30 of the Arbitration and Conciliation Act, 1996.
- (3) These rules shall not apply to disputes which by virtue of any law, for the time being in force, may not be submitted to Mediation.
- (4) The Mediation Act, 2023 and the rules framed there under shall prevail, wherever these rules are inconsistent with the Mediation Act, 2023, and the rules framed there under. (inserted on 12 September 2024).

Rule 2: Definitions

In these rules, in addition to the Definitions under Section 3 of the Mediation Act, 2023, unless the context otherwise requires-

- a) "Mediation Committee" means the Mediation Committee of AAMC;

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- b) "Chairman" means the Chairman of the AAMC Mediation Committee;
 - c) "Mediation Rules" or "rules" means the AAMC Rules of Mediation
 - d) "Governing Body" means the Governing Body of AAMC;
 - e) "AAMC" means the Amika Arbitration and Mediation Council, Hyderabad, and it's branches elsewhere;
 - f) "Panel of Mediator s" means the panel of persons approved by the Mediation Committee to act as Mediators;
 - g) "Party" means a party to the agreement referred to in rule 1 (2);
 - h) "Schedule" means the Schedule to these rules.

Part-A
Rules of Procedure for Mediation
(Read with the Chapter V of the Mediation Act, 2023)

Rule 3: Commencement of Mediation Proceedings

- (1) The party initiating Mediation shall send to the other party a written invitation for a mediation under these rules, briefly identifying the subject of the dispute. OR
- (2) The party initiating Mediation shall apply to the Amika Arbitration and Mediation Council(AAMC) requesting the council to invite the other party for a mediation in a specifically identified and mediatable disputes, and then the council shall send an invitation for mediation to the other party intimating the intentions of the applying party
- (3) Mediation proceedings shall commence when the other party accepts in writing the invitation for a Mediation
- (4) If the other party rejects the invitation, there will be no Mediation proceedings.
- (5) If the party initiating Mediation or AAMC does not receive a reply within thirty days from the date on which s/he/AAMC sends the invitation, or within such other period of time as specified in the invitation, s/he/AAMC may elect to treat this as a rejection of the invitation for Mediation and inform the other party accordingly.

Rule 4: Number and appointment of Mediator

- (1) These shall be one Mediator unless the parties have agreed that there shall be two or three Mediator s.

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- (2) The parties may agree to enlist the assistance of the AAMC in connection with the appointment of Mediator , and in particular:-
- (a) A party may request the AAMC to recommend the names of suitable individuals to act as Mediator ;
- or
- (b) Where the agreement between the parties provides for the appointment of Mediator by the AAMC, a party may request the AAMC in writing to appoint a Mediator .
- (3) Where a request in pursuance of clause (a) or clause (b) of sub-rule (2) is made to the AAMC, the party making the request shall send to the AAMC.-
- (a) A copy of the invitation for an amicable settlement of dispute through Mediation;
- (b) A copy of the contract/ agreement, if any, between the parties with a clause for an amicable settlement of dispute between them by Mediation;
- (c) Any qualifications required of the Mediator ;
- (d) Any additional information, if required, by the AAMC.
- (4) In recommending or appointing an individual to act as Mediator , the AAMC will follow the procedure specified in rule 24 and will have regard to:
- (a) Any qualifications required for the Mediator specified in the agreement of the parties;
- (b) Such considerations as are to secure the appointment of an independent, impartial, neutral third party as a Mediator ,
- (c) Where, the parties are of different nationalities, the advisability of appointing a Mediator of a nationality other than the nationalities of the parties.
- (5) A successor Mediator will be appointed in the manner in which his predecessor had been appointed.

Rule 5: Submission of Statement of Mediator

- (1) Mediator may, upon his/her appointment, request each party to submit to him/her /her and to AAMC within 30 days a brief statement in writing describing the general nature of the dispute, the points at issue and the amount , if any, of the claim including counter claim. Each party shall send a copy of such statement to the other party. Any party may file Defense Statement to Claim or Counter within 15 days

of receipt of Statement of Claim or Counter Claim.

- (2) The Mediator may request each party to submit to him/her /her and to the AAMC a further statement in writing of his position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such arty deems appropriate. The party shall send a copy of such statement, documents and other evidence to the other party.
- (3) At any stage of the Mediation proceedings, the Mediator may request a party to submit to him/her and to the AAMC such additional information as he deems appropriate.

Rule 6: Representation and Assistance

- (1) Each party shall advise in writing, the other party and the Mediator of-
 - (a) The name and address of any person who will represent or assist him/her in the mediation proceedings , and
 - (b) The capacity in which that person will represent.

Rule 7: Role of Mediator

- (1) The Mediator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- (2) The Mediator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- (3) The Mediator may conduct the Mediation proceedings in such manner as he considers appropriate, taking into account the circumstances of the case, the wishes of the parties, including any request by a party that the Mediator hear oral statements, and the need for a speedy settlement of the dispute.
- (4) The Mediator may, at any stage of the Mediation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefore.
- (5) The Mediator shall assist the parties to negotiate between themselves a mutually acceptable resolution of dispute by:-
 - (a) Helping the parties to identify and define the issues in dispute.
 - (b) Develop a procedure in consultation by the parties which is quick,

fair and cost effective.

- (c) Helping the parties in narrowing the issues.
- (d) Showing them the best alternative to the negotiated settlement, most likely alternative to the negotiated settlement, and explaining the worst alternative to the negotiated settlement.

Rule 8: Administrative Services

- (1) The AAMC will arrange the administrative services specified in Part B if-
 - (a) The parties designate the AAMC for arranging such services in the agreement to Mediate;
 - (b) The parties, or the Mediator with the consent of the parties, request the AAMC to arrange such services.

Rule 9: Communication between Mediator and Parties, in addition to what is defined in Section 3(k) of the Mediation Act, 2023.

(1) The Mediator may invite the parties to meet him/her or may communicate with them orally or in writing. He may meet or communicate with the parties together or with each of them separately.

- (2) Unless the parties have agreed upon the place where meetings with the Mediator are to be held, such place shall be determined by the Mediator, taking into consideration the circumstances of the Mediation proceedings.

Provided that where administrative assistance by the AAMC is sought under Rule 8, the place where meetings with Mediator are to be held shall be determined in consultation with the AAMC.

Rule 10: Disclosure of non-confidential information

- (1) When the Mediator receives non-confidential factual information concerning the dispute from a party, he shall disclose the substance of that information to the other party in order that the other party may have the opportunity to present any explanation which he considers appropriate;

Provided that when a party gives any information to the Mediator, subject to a specific condition that it be kept confidential, the Mediator shall not disclose that information to the other party.

Rule 11: Cooperation of parties with Mediator

- (1) The parties shall in good faith to cooperate with the Mediator and, in particular, shall endeavour to comply with requests by the Mediator to submit written materials, provide evidence and attend meetings.

Rule 12: Suggestions by parties for settlement of dispute

Each party may, on his own initiative or at the invitation of the Mediator , submit to the Mediator suggestions for the settlement of the dispute.

Rule 13: Mediated Settlement Agreement

- (1) A mediated settlement agreement means and includes an agreement in writing between some or all of the parties resulting from mediation, settling some or all of the disputes between such parties, and authenticated by the mediator:
- (2) When it appears to the Mediator that there exist elements of a settlement which may be acceptable to the parties, s/he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Mediator may reformulate the terms of a possible settlement in the light of such observations.
- (3) The parties, may, at any time during the mediation process, make an agreement with respect to any of the disputes which is the subject matter of mediation.
- (4) If the parties reach an agreement on the settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Mediator may draw up, or assist the parties in drawing up the mediated settlement agreement.
- (5) When the parties sign the Mediated settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.
- (6) The Mediator shall authenticate the Mediated settlement agreement and furnish a copy thereof to each of the parties, and submit a signed copy to AAMC.
- (7) A mediated settlement agreement which is void under the Indian Contract Act, 1872, shall not be deemed to be lawful settlement agreement within the meaning of mediated settlement agreement.
- (8) Any mediated settlement agreement under this section shall also include a settlement agreement resulting from online mediation.

Rule 14: Confidentiality

The Mediator and the parties shall keep confidential all matters relating to the Mediation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement.

Rule 15: Termination of Mediation Proceedings

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- (1) The Mediation proceedings shall be terminated-
 - (a) By the signing of the settlement agreement by the parties on the date of agreement; or
 - (b) By a written declaration of the Mediator , after consultation with the parties, to the effect that further efforts at Mediation are no longer justified, on the date of the declaration; or
 - (c) By a written declaration of the parties addressed to the Mediator to the effect that the Mediation proceedings are terminated, on the date of the declaration; or
 - (d) By a written declaration of a party to the other party and the Mediator , if appointed, to the effect that the Mediation proceedings are terminated, on the date of the declaration.
 - (e) If any of the parties fails to make deposit of cost, fee and expenses within the time specified.
 - (2) The Mediator shall, upon termination of the Mediation proceedings, send an intimation thereof in writing to the registrar of AAMC.

Rule 16: Resort to Arbitral or Judicial Proceedings

The parties shall not initiate, during the Mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the Mediation proceedings, except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving her/his rights.

Rule 17: Costs for Mediation shall include the administration fee and Mediation fee to be paid to the council in addition to the registration fee.

- (1) The fee of the Mediator and administrative fee shall be fixed by the AAMC in accordance with the Schedule, which may be amended from time to time.

Provided that the AAMC may, on request from the Mediator, fix the fee of the Mediator at a figure higher than that set out in the Schedule if, in exceptional circumstances of the case, this appears to be necessary.

- (2) For the purpose of sub-rule (1), "costs" means costs relating to-
 - (a) The fee and expenses of the Mediator and witnesses requested by the Mediator with the consent of the parties.
 - (b) Any expert advice requested by the Mediator with the consent of the parties;
 - (c) Any assistance provided pursuant to rule 4 (2) and rule 8;

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- (d) Any other expenses incurred in connection with the Mediation proceedings and the settlement agreement.
 - (3) Where more than one Mediator is appointed, each Mediator shall be paid separately the fee set out in the Schedule.
 - (4) The costs shall be borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

Rule 18: Deposit of fee to be in advance

- (1) The Registrar of AAMC, upon appointment of Mediator, call upon each party to deposit with the AAMC an equal amount as an advance for the Mediator and administrative fee and costs referred to in rule 17(1) to 17(4).
- (3) Subject to any Mediated settlement agreement, upon termination of the Mediation proceedings, the AAMC shall apply the deposits to the costs of the proceedings, render an accounting to the parties of the deposits received and applied and return any unexpended balance, to the parties.

Rule 19: Role of Mediator in other proceedings

- (1) Unless otherwise agreed by the parties:-
 - (a) The Mediator shall not act as an arbitration or as a representative or counsel of a party in arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the Mediation proceedings;
 - (b) The Mediator shall not be presented by the parties as a witness in any arbitral or judicial proceedings.

Rule 20: Admissibility of evidence in other proceedings

- (1) The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject-matter of the Mediation proceedings:-
 - (a) Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - (b) Admissions made by the other party in the course of Mediation proceedings;
 - (c) Proposals made by the Mediator ;
 - (d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the Mediator .

Rule 20 (2) : Interpretation and application

If any question arises as to the interpretation or application of these rules or any procedural matters thereunder, the decision of the Arbitration Committee shall be final and binding on the parties with due regard to the Mediation Act, 2023.

Part B

Services for Procedure under these Mediation Rules

Rule 21: To facilitate the conduct of Mediation proceedings that the parties have agreed to conduct under the Mediation Rules, the AAMC will-

- (a) Perform the functions of the appointing authority whenever-
 - (i) The AAMC has been so designated by the parties in the Mediation clause of their contract or in a separate agreement, or
 - (ii) The parties have agreed to submit a dispute to the AAMC under the Mediation Rules without specifically designating it as the appointing authority; and
- (b) Provide the administrative services herein specified by all the parties, or by the Mediator with the consent of the parties.

Rule 22: Services as the Registry

- (1) On receiving a request in pursuance of rule 4(2) (a) or 4(2) (b), the AAMC will register the request and intimate in writing to the parties, the registration number of the case which shall be quoted by the party while making any subsequent communication to the AAMC.
- (2) The AAMC will scrutinize every request and document, make necessary entries in the register and prepare a file of the case.

Rule 23: Services as recommending or appointing authority

- (1) On receipt of a request in pursuance of rule 4(2) (a), the AAMC will communicate to the party making the request a list containing the names, addresses, nationalities and a description of qualifications and experience of at least three individuals from the panel of Mediators.
- (2) On receipt of a request to appoint a Mediator in pursuance of rule 4(2) (b), the AAMC will follow the following procedure-
 - (i) The AAMC will communicate to each party a list containing the names, addresses nationalities and a description of qualifications and experience of at least three individuals from the panel of Mediator s;
 - (ii) Within thirty days following the receipt of the list, a party may

delete any name to which he objects and after renumbering the name in the order of his preference, return the list to the AAMC.

- (iii) On receipt of the list returned by the parties, the AAMC will appoint the Mediator from the list taking into account the order of preference indicated by the parties;
 - (iv) If for any reason the appointment cannot be made according to the procedure specified in clauses (i) to (iii), by the parties, the AAMC may appoint the Mediator from the panel of Mediators with the approval of the parties.
- (3) In recommending or appointing a Mediator the AAMC will have regard to the matters referred to in rule 4(4) and will carefully consider the nature of the dispute in order to include in the list, persons having appropriate professional or business experience, language ability and nationality.
 - (4) All appointments on behalf of the AAMC will be made by the Mediation Committee or by the registrar with the approval of the Chairperson of the Mediation Committee OR by the president of AAMC/Amika a Society for Alternative Dispute Resolution.

Rule 24: Mediation and Administrative Services

- (1) The AAMC is a Mediation Service Provider within the meaning of Section 3(m) of the Mediation Act, 2023, for the purpose of Institutional Mediation within the meaning of Section 2(f) of the Mediation Act, 2023, and AAMC shall provide:
 - (a) Upon the request of the parties;
 - (b) Upon the request of the Mediator with the consent of the parties;
or
 - (c) If the parties designate the AAMC for providing such services.
- (2) All oral or written communications from a party to the Mediator, except at meetings, may be directed to the AAMC which will transmit them to the Mediator and, where appropriate, to the other party.
- (3) Agreement by the parties that the AAMC will provide the administrative and mediation services, constitutes consent by the parties that, for purposes of compliance with any time requirements of the rules, any written communications shall be deemed to have been received by the addresses when received by the AAMC. When transmitting communications to a party, the AAMC will do so to the addresses provided by each of them to the AAMC for this purpose.
- (4) The AAMC will also assist in the exchange of information and settlement of proposals.

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- (5) The AAMC will assist the Mediator to establish the date, time and place of meetings and will give the parties advance notice of such meetings.
 - (6) The AAMC will provide a meeting room for the Mediator and the parties or their counsel in the offices of the AAMC on the charges set out in the Schedule. However, where these facilities are provided in any place other than the offices of the AAMC, the charges will be determined by the AAMC and billed separately in each case.
 - (7) Upon request, the AAMC will make arrangements for reporter transcripts of meetings or hearing.
 - (8) Upon request, the AAMC will make arrangements for the services of interpreters or translators. The cost of interpretation or translation will be determined by the AAMC and billed separately and is not included in the fee for administrative services.
 - (9)
 - (a) The AAMC will hold advance deposits to be made towards the costs of the Mediation proceedings.
 - (b) On termination of the Mediation proceedings, the AAMC will apply the proceeds of the advance deposits towards any of its unpaid administrative fee and charges and the costs of the Mediation proceedings and will render an accounting to the parties of the deposits received and applied and return any unexpended balance to the parties.
 - (10)
 - (a) Upon request, the AAMC will provide other appropriate administrative services the cost of which will be determined by the AAMC and billed separately and are not included in the fee for administrative services.
 - (b) The kinds of services which can be provided are as follows:-
 - (i) Long distance and local telephone access and Zoom or Microsoft meeting calls;
 - (ii) Photocopying and other usual office services.
 - (11)
 - (a) The AAMC may require the party requesting one or more of the services referred to in sub- rule (6), (7), (8) or (10) to deposit an amount specified by it as advance towards other cost of such services.
 - (b) The AAMC may also require the parties to make supplementary deposits towards the costs of the services referred to in clause (a);
 - (c) If the required deposit under clause (a) or clause (b) is not made in full within the time specified by the AAMC, the AAMC may

not provide the services requested for.

Rule 25: Fees and Expenses

A. Registration Fee

A registration fee of Rs. 1,000/- (Rupees One thousand) plus applicable taxes shall be paid along with the application for reference to Mediation. The registration fee will not be refunded and will become the property of the Council.

B. Administrative Fee

- (1) The fee charged by the AAMC for appointing the Mediator and for providing administrative service, other than those specified in sub-rule(6), (7), (8) and (10) of rule 24, is based upon the amount in dispute, as disclosed when the statement of dispute is submitted to the AAMC in pursuance of sub- rule(a) of rule 5.
- (2) Where the AAMC is requested to act as appointing authority under rule 4(2), the requesting party shall pay the AAMC a sum of Rs. 4,000/- as a non-refundable fee at the time of the request.
- (3) The Rules of Mediation provide that the costs of Mediation include the costs of the administrative and Mediator s' fee. The Schedule of fee is given asunder. These costs are to be borne equally by the parties unless the settlement agreement provides for a different apportionment [rule 14(4)].

Rule 26: Schedule of Fees

The Administrative fee (of AAMC) and the Mediator s fee (for each Mediator) will be fixed separately with regard to the amount in dispute including determined interest in each case, as given in the box hereunder:

In addition to the above, the AAMC will be entitled to receive a Special Fee of Rs. 5,000/- per hearing for providing facilities of hearing rooms and secretarial assistance etc. at the Mediation hearings.

Notwithstanding, the provisions in Sub-Rule (1) of this Rule, the Arbitration Committee/Chairman of the Arbitration Committee may prescribe the Mediator 's fees and the administrative fees of the Council at a figure higher than those prescribed in the said Sub-Rules, if in the exceptional circumstances of the case this appears to be necessary.

Other Expenses: The Mediator may be paid an amount of Rs. 1000/- towards local conveyance for attending each Mediation hearing in the city of his residence. Any travelling and other expenses incurred by the Mediator or the Registrar for attending the Mediation hearings in a city other than the

place of residence, shall also be reimbursed to him/her as provided hereinafter. All the above expenses shall form part of the Mediation costs.

Rule 27: Amendments of Rules

The Governing Body of the AAMC may revise, amend or alter these Rules or the Schedule of Fees and other monies to be charged and paid as and when they think necessary.

Schedule of Mediation Fee

Amount of Claim & Counter Claim	Administrative fee	Mediator Fee
Up to Rs.5,00,000	Rs.5,000/-	Rs.5,000/-
From Rs.5 lac one to Rs.20 lac (Rs.5,00,001 to 20,00,000)	Rs.5,000/- plus Rs.0.50 % of the amount by which the total amount in dispute exceeds Rs.5,00,000	Rs.5,000/- plus 1.0% of the amount by which the total amount in dispute exceeds Rs.5,00,000/-
From Rs.20 lac one to Rs.1 crore (Rs.20,00,001 to 1,00,00,000)	Rs.12,500/- plus 0.30% of the amount by which the total amount in dispute exceeded Rs.20,00,000/-	Rs.20,000/- plus Rs.0.75% of the amount by which the total amount in dispute exceeds 20,00,000
From Rs.1 crore one to Rs.5 crore (Rs.1,00,00,001 to 5,00,00,000)	Rs.36,500/- plus 0.20% of the amount by which the total amount in disputes exceeds Rs.1,00,00,000.	Rs.80,000/- plus Rs.0.50% of the amount by which the total amount in dispute exceeds 1,00,00,000
From Rs.5 crore one to Rs.10 crore (Rs.5,00,00,001 to 10,00,00,000)	Rs.52,500/- plus 0.10% of the amount by which the total amount in disputes exceeds Rs.5,00,00,000.	Rs.2,80,000/- plus Rs.0.25% of the amount by which the total amount in dispute exceeds 5,00,00,000
Over Rs.10 crores	Rs.1,02,500/- Plus 0.05% of the amount by which the total amount in disputes exceeds Rs.10,00,00,000.	Rs.4,05,000/- plus Rs.0.20% of the amount by which the total amount in dispute exceeds 10,00,00,000

