



# DELHI ARBITRATION CENTRE

(Institutional Arbitration Centre)

Room/Chamber No: X-5A, Civil Wing, Tis Hazari Courts Complex, Delhi-110054;  
website: [www.delhiarbitrationcentre.com](http://www.delhiarbitrationcentre.com), Email: [admin@delhiarbitrationcentre.com](mailto:admin@delhiarbitrationcentre.com)  
Contact No: Helpdesk-1: +91 9315100181, Helpdesk-2: +91 9315156330

Office: 37/8, Rajpur Road, Civil Lines, Tis Hazari, Delhi-110054

## DELHI ARBITRATION CENTRE (DAC), TIS HAZARI, DELHI

Ref. No. DAC/ R-01/2023

Dated: 31/03/2023

### NOTIFICATION

In the exercise of powers vested upon, the Competent Authority under the Delhi Arbitration Centre has amended the “**DAC Arbitration Rules, 2023**”. The same are applicable w.e.f. 01.04.2023 in all arbitration proceedings conducted under the aegis of DAC.

(Registrar)

**K.K NANGIA**

(EX-REGISTRAR, DELHI HIGH COURT)  
REGISTRAR, DELHI ARBITRATION CENTRE

## DELHI ARBITRATION CENTRE RULES

Sr.No.	RULE	Pg. No.
1.	Applicability	3
2.	Definitions	3-6
3.	Notice of Communication	6
4.	Request for arbitration and notice thereof	7-8
5.	Response to the notice of arbitration	8-9
6.	Expediated/summary Procedure	9-10
7.	Disputes in Multiple contracts	10
8.	Number and appointment of arbitrators	11
9.	Sole Arbitrator	11
10.	Three Arbitrators	12
11.	Multiparty appointment of arbitrators	12-13
12.	Qualification of Arbitrator	13
13.	Challenge of Arbitrator	13
14.	Notice for challenge of arbitrator	13-14
15.	Termination and Substitution	14-15
16.	Emergency Arbitrator	15-16
17.	Interim Relief	16-17
18.	Statement of claim	17
19.	Statement of defence, pleas or set-off and counter claim	17-19
20.	Amendment to the statement of claim or defence	19
21.	Jurisdiction	19
22.	Conduct of proceeding	19-20
23.	Application for adjournment	20
24.	Language of arbitration	20
25.	Seat and venue	20
26.	Party's representatives	20
27.	Applicable law	21
28.	Evidence	21-22
29.	Hearing	22
30.	Witnesses	22-23
31.	Settlement of disputes	23
32.	Arbitral awards	23-24
33.	Correction of awards	24
34.	Cost of arbitration	24
35.	Fee and deposits	25
36.	Exclusion and waiver of liability	25-26
37.	Confidentiality	26



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Page | 2

38.	Decisions of the chairperson. arbitration committee and the secretariat	26
39.	Residuary provisions	27



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Page | 3

## **DELHI ARBITRATION CENTRE**

### DAC RULES OF ARBITRATION, 2023

(Applicable w.e.f 01.04.2023 in all arbitrations proceedings conducted under DAC rules)

#### **RULE 1. APPLICABILITY**

- 1.1 These rules shall be called as the Delhi Arbitration Centre rules of Arbitration, 2023.
- 1.2 These rules shall be applicable, when the parties mutually agree to submit their dispute(s) to the DAC, or on reference by a court or any authority or if nomination is made to DAC for appointment of Arbitrator in cases where the agreement between the parties have DAC arbitration clause and/or where nomination is made to DAC for conduct of arbitration proceedings under institutional arbitration. The parties are deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules, as amended from time to time.
- 1.3 These Rules shall come into force w.e.f 01.04.2023 unless otherwise agreed by the parties, shall apply to any/all arbitrations which is commenced on or after this date.

#### **RULE 2. DEFINITIONS**

- a) "Act" means the Arbitration and Conciliation Act, 1996 or any other special act prescribing and governing the arbitration, as amended from time to time or the re-enactment thereof.
- b) "Arbitration" means any proceedings conducted by the arbitral tribunal appointed and constituted by DAC, governed under the provisions of Arbitration and Conciliation Act, 1996.
- c) "Arbitration Agreement", means:
  - An agreement in writing by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.
  - An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.
  - Reference in a contract to a document containing an arbitration clause, if the contract is in writing and the reference is such as to make that arbitration clause part of the contract



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Page | 4

- d) "Arbitral Award" includes an interim, partial or final Award and an award of an emergency arbitrator.
- e) "Arbitral Proceeding(s)" means the proceedings held by the arbitral tribunal appointed by DAC effective from its appointment till its termination.
- f) "Arbitral Tribunal" or "Tribunal" means a Sole Arbitrator or a Panel of Arbitrators, and includes an Emergency Arbitrator appointed by the DAC.
- g) "Centre" or "DAC" means the Delhi Arbitration Centre, at Tis Hazari, Delhi.
- h) "Claimant", notwithstanding any nomenclature given to the parties in any Court proceeding(s) between them, means the party which files the Statement of Claim first in point of time. The party filing Counter- Claim(s) shall be referred as "Counter-Claimant" and the other party to the counter claim shall be referred as "Non-Counter-Claimant".
- i) "Communication" means the all correspondence and communications made in writing or upon the official e-mail of DAC as electronic communication.
- j) "Coordinator" means the coordinator appointed by the Delhi Arbitration Centre.
- k) "DAC Panel of Arbitrators" or "Panel" means the Panel of Arbitrators prepared by the Delhi Arbitration Centre.
- l) "Deputy Counsel" means the legal personnel who is a qualified legal practitioner enrolled with Bar Council of a State and is attached with the arbitral tribunal by DAC for providing all required legal assistance and help and for having effective communication between the parties and the arbitral tribunal.
- m) "Emergency Arbitrator" means an arbitrator appointed in accordance with Rule 16 herein.
- n) "Filing" of a document/petition/response by any of a party shall be treated as valid only in case of filing the related document upon sending it on official e-mail id of DAC as well as by filing the original physical form of that document at the filing counter DAC or through postal mode at the address of DAC or directly with arbitral tribunal along with a soft copy at official e-mail id of DAC.
- o) "International commercial arbitration" means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is— (i) an individual who is a national of, or habitually resident in, any country



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Page | 5

other than India; or (ii) a body corporate which is incorporated in any country other than India; or (iii) an association or a body of individuals whose central management and control is exercised in any country other than India; or (iv) the Government of a foreign country;

- p) "Legal representative" means a person who in law represents the estate of a deceased person, and includes any person who intermeddles with the estate of the deceased, and, where a party acts in a representative character, the person on whom the estate devolves on the death of the party so acting;
- q) "Payment" means the deposit/submit/payment of any amount made by way of online payment through the official link for payment provided at the website of DAC.
- r) "Party(ies)" means the Claimant(s) and Respondent(s) and/or Counter-Claimant(s) and Non-Counter-Claimant in a dispute brought to arbitration under these Rules, as well as their legal representative(s) and, in some cases, the successor-in-interest or the parties added subsequently under the arbitral proceedings by orders of arbitral tribunal.
- s) "Request" means a written request filed/e-mailed by a party (whether Claimant or Respondent).
- t) "Registrar" means the Registrar of the DAC and includes any Deputy Registrar/Additional Registrar, appointed by Delhi Arbitration Centre.
- u) "Respondent" notwithstanding any nomenclature given to the parties in any Court proceeding(s) between them, means the party against whom, the claimant has or has to file the Statement of Claim and has sought some relief from him.
- v) "Secretary" means the Secretary of the DAC and includes any Deputy Secretary/Additional Secretary, appointed by Delhi Arbitration Centre.
- w) "Statutory Arbitration" means the arbitration of disputes referred by the Govt. bodies, conducted in accordance with the provisions of certain special Acts which provide for arbitration in respect of disputes arising on matters governed by those Acts.  
DAC conducts the statutory arbitration proceedings in cases marked directly by the Government authorities for conduct of arbitration between the parties as a part of statute.
- x) "Tribunal" includes a Sole Arbitrator or all the arbitrators where more than one arbitrator is appointed.



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Page | 6

- y) “Banking/NBFCs’ Arbitration” means where at least one of the parties under dispute is Banks/NBFCs’ and Arbitrations is being done due to nomination of dispute by either of the party after dispute arises between them.

**Any pronoun in these Rules shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural in the appropriate circumstances.**

## **RULE 3. NOTICE OF COMMUNICATION**

3.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing. Any such notice, communication or proposal may be delivered by hand, registered post or courier service, or transmitted by any form of electronic communication (including electronic mail and facsimile), or delivered by any other appropriate means that provides a record of its delivery at the address of DAC as well as official e-mail id of DAC. Any notice, communication or proposal shall be deemed to have been received if it is delivered:

- (i) Sent to the address of DAC personally or to its authorised representative;
- (ii) Sent to the concerned addressee’s habitual residence, place of business or designated address in case of communication other than DAC in arbitral proceedings;
- (iii) to any address agreed by the parties in arbitral proceedings;

3.2 If, after making a reasonable inquiry, none of the locations mentioned in Rule 3.1 above can be found, the Written Communication is deemed to have been received if it is sent to the addressee's last known place of business, habitual residence, or mailing address by registered post, email, or any other means that provides a record of attempted delivery in arbitral proceedings.

3.3 In the case of electronic communication, it shall be deemed to have been delivered when transmitted, with reference to the recipient's time zone and sent upon the official e-mail Id of parties concerned or provided during the arbitral proceedings.

3.4 Following the constitution/appointment of the Arbitral Tribunal, whenever any party submits any Written Communication to the Arbitral Tribunal, it shall concurrently deliver a copy to all other parties and the DAC, with written notification to the Arbitral Tribunal.

3.5 Except as provided in these Rules, the Registrar may at any time extend or abbreviate any time limits prescribed under these Rules.



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Page | 7

## **RULE 4. REQUEST FOR ARBITRATION AND NOTICE THEREOF**

4.1 A party wishing to commence an arbitration with DAC, shall file a written request to DAC for arbitration, including a case where a reference to DAC has been made by Court or any authority. The written request shall include:

- a. A demand that the dispute be referred to arbitration  
and
- b. Referral order of the Court or any authority  
and/or
- c. A reference to the arbitration agreement invoked and a copy of the arbitration agreement  
and
- d. The names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the parties to the arbitration and their representatives, if any;
- e. A reference to the contract or other instrument (e.g., investment treaty) out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument  
and/or
- f. A validly completed memorandum of understanding indicating that both parties have agreed to submit the matter for arbitration before DAC when the arbitration clause or the separate arbitration agreement does not specify that the arbitration should be conducted under the aegis of DAC  
and/or
- g. A reference of marking a dispute to DAC where one of the parties under the agreement between them reserves the right to nominate the Arbitrator/Arbitral Institute even if the name of DAC is not in the Arbitration agreement between the parties.  
and/or
- h. Disclose any other arbitration proceedings between the parties if the disputes or differences in those proceedings are identical. This applies whether the disputes involve the same parties, parties with a common interest, or arise from separate contracts that relate to the same transaction  
and
- i. A brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount and





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Page | 8

- j. A proposal for the number of arbitrators if not specified in arbitration agreement.
- k. Unless otherwise agreed upon by the parties, the following should be included:
  - The nomination of an arbitrator, if the arbitration agreement provides for three arbitrators; or a proposal for a sole arbitrator, if the agreement stipulates a sole arbitrator.
  - Any comments regarding the applicable rules of law.
  - Any comments concerning the language of the arbitration.
  - Payment of the requisite administrative charges under these Rules.

4.2 The Claimant shall, at the same time as it files the request/notice of Arbitration with the Registrar, DAC, also send a copy of the said request/notice of Arbitration to the Respondent(s) concerned, and shall notify the Registrar, DAC that it has done so, specifying the mode of service employed and the date of service.

## **RULE 5. RESPONSE TO THE NOTICE OF ARBITRATION**

5.1 The respondent shall file a response with the Registrar, DAC within fourteen days of receipt of the notice of arbitration, failing which it shall be presumed that the party has consented to the arbitration in accordance with these Rules.

The response shall include

- a. The full names and contact details including postal address(es), telephone number(s) and mobile number(s), facsimile number(s) and electronic mail address(es) of the Respondent and its legal representatives and successor(s)-in-interest, if any;
- b. A brief statement describing the nature and circumstances of the defence against the statement of claim and of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;
- c. Any comment in response to any statements contained in the Notice of Arbitration under Rule 3.1 or any comment with respect to the matters covered in such Rule;
- d. Unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counter-proposal; and
- e. Confirmation that payment of requisite administrative charges has been paid.

5.2 The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Rule 19.

5.3 The Respondent shall, at the same time as it files the Response with the Registrar, DAC, also send a copy of his/its Response to the Claimant, and shall notify the Registrar, DAC that it has done so, specifying the mode of service employed and the date of service.

## **RULE 6. EXPEDITED/SUMMARY PROCEDURE**

6.1 Prior to the constitution of the Tribunal, a party may file an application with the Registrar for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule, provided that any of the following criteria is satisfied:

- a. The parties so agree; or
- b. In cases of exceptional urgency.

The party applying for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule shall deposit the extra charges/fees of DAC and arbitral tribunal, and, at the same time as it files an application for the proceedings to be conducted in accordance with the Expedited Procedure with the Registrar, send a copy of the application to the other party and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

6.2 The claimant shall submit its request in terms of rule 4 and opposite party shall submit its reply in terms of rule 5.

6.3 Where a party has filed an application with the Registrar under Rule 6.1, and where the Registrar determines, after considering the views of the parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:

- a. The Registrar may abbreviate any time limits under these Rules;
- b. The case shall be referred to a sole arbitrator, unless the Registrar determines otherwise;
- c. The Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert witness as well as for any oral argument;



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Page | 10

- d. The Arbitral Tribunal shall have the power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- e. An oral hearing may be held only if all the parties make a request or if the Arbitral Tribunal considers it necessary to have an oral hearing for clarifying certain issues. Such hearing would be limited to oral submissions to be made within a specified time as may be determined by the Arbitral Tribunal;
- f. The final Award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time for making such final Award; and
- g. The Tribunal may state the reasons upon which the final Award is based in summary form, unless the parties have agreed that no reasons are to be given.

6.3 By agreeing to arbitration under these Rules, the parties agree that, where the arbitral proceedings are conducted in accordance with the Expedited Procedure under this Rule 6, the rules and procedures set forth in Rule 6.3 shall apply even in cases where the arbitration agreement contains contrary terms.

6.4 Upon application by a party, and after giving the parties the opportunity to be heard, the Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the Registrar, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Tribunal decides to grant an application under this Rule 5.4, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

6.5 The Arbitration proceedings conducted under Statutory Arbitrations or arbitrations in the matters of Banks/ NBFCs' are ipso facto deemed to be conducted under Summary procedure unless contrary is agreed in the agreement prior to dispute by the parties.

## **RULE 7. DISPUTES IN MULTIPLE CONTRACTS**

7.1 On the date set for the Terms of Reference, the Arbitral Tribunal may consider consolidating two or more arbitral proceedings. Consolidation may occur if the disputes or differences are identical and involve the same parties, or parties with common interests. It can also happen when the disputes arise from separate contracts but pertain to the same transaction.



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Page | 11

## **RULE 8. NUMBER AND APPOINTMENT OF ARBITRATORS**

- 8.1 A sole arbitrator shall be appointed in any arbitration under these Rules by the Registrar, DAC, giving due regard to the name of common arbitrator if any proposed by both the parties from the panel of arbitrators of DAC. Regards shall also be paid in concern with the complexity, the quantum involved or other relevant circumstances of the dispute, warrants the appointment of three arbitrators.
- 8.2 If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person including by the arbitrators already appointed, that agreement shall be deemed an agreement to nominate an arbitrator under these Rules.
- 8.3 In all cases, the arbitrators nominated by the parties, or by any third person including by the arbitrators already appointed, shall be subject to appointment by the Registrar, DAC in his discretion.
- 8.4 The Registrar, DAC shall appoint an arbitrator as soon as practicable. Any decision by the Registrar to appoint an arbitrator under these Rules shall be final and not subject to appeal.
- 8.5 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules in force.
- 8.6 Nothing in this Rule shall apply to the arbitrator appointed on reference by a statutory authority or arbitration in matters of Banks/NBFCs'. A sole Arbitrator shall be appointed by the Registrar in cases of Statutory Arbitration and Banks/NBFCs' Arbitrations and no choice of Arbitrator is to be provided to parties in these matters.

## **RULE 9. SOLE ARBITRATOR**

- 9.1 If a sole arbitrator is to be appointed (except as given in rule 8.6 above), either party may propose to the other party the names of one or more persons to be appointed and acted as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, Rule 8.3 shall apply.
- 9.2 If, within 07 days after the date of receipt of notice/request of the arbitration, or within the period otherwise agreed by the parties or set by the Registrar, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the Registrar, DAC shall appoint the sole arbitrator on its own.



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Page | 12

## **RULE 10. THREE ARBITRATORS**

- 10.1 When the agreement stipulates the appointment of three Arbitrators, the Claimant should propose name of its Arbitrator when filing the request. The Respondent should propose name of its own Arbitrator when filing its response to the request for Arbitration. The two Arbitrators must then appoint the Presiding Arbitrator within 14 days of the receipt of request/notice of arbitration.
- 10.2 If the parties fail to appoint their respective Arbitrators, or if the Arbitrators appointed by the parties do not reach to any consensus on appointment of the Presiding Arbitrator as specified in Rule 8.3, then upon having received the intimation of such failure by any of the parties, the Registrar will appoint the Arbitrator or Presiding Arbitrator, as the case may be, within fourteen days of receiving such intimation.
- 10.3 In an Arbitration by three arbitrators each party is allowed to propose a name of arbitrator from the panel of Arbitrators maintained by the DAC. Parties are also allowed to propose a name of Arbitrator even outside the panel of DAC Arbitrators.

Provided that in the case of an International Arbitration where the parties are of different nationalities, the Presiding Arbitrator shall belong to a nationality other than those of the parties.

## **RULE 11. MULTIPARTY APPOINTMENT OF ARBITRATORS**

- 11.1 The parties to a multiparty dispute are free to determine whether the Arbitral Tribunal shall consist of a Sole Arbitrator or three Arbitrators. In no case, the number of Arbitrators shall exceed three.
- 11.2 When there are more than two parties in an arbitration and a Sole Arbitrator is to be appointed, all parties may give names proposed arbitrators from the panel of arbitrators of DAC, out of which, the Sole Arbitrator will be appointed by the Registrar if common name appears in the proposed Arbitrator list.
- 11.3 When there are more than two parties to the arbitration and three Arbitrators are to be appointed, the following process should be followed. The Claimant(s) should jointly nominate one Arbitrator, and the Respondent(s) should jointly nominate another. These two Arbitrators will then appoint the third Arbitrator, who will act as the presiding Arbitrator. In case of failure of any consensus



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Page | 13

between the parties on the name of Arbitrator or Arbitrators then He/She will be appointed by the Registrar, DAC, as per Rule 8.4.

11.4 In the event that the parties have a dispute regarding the nomination of any Arbitrator, the Registrar, DAC will have the authority to appoint the Arbitrator or Arbitrators, as the situation requires.

## **RULE 12. QUALIFICATION OF ARBITRATOR**

12.1 The arbitrator(s) shall be appointed for adjudicating any dispute under arbitration only from the panel of arbitrators with the DAC, under the seal of Registrar, DAC.

12.2 In appointing an arbitrator under these Rules, the Registrar shall have due regard in respect of the requirement of any qualifications of the arbitrator for adjudicating a dispute of particular nature.

12.3 An appointed arbitrator shall disclose to the parties and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before his appointment.

12.4 An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the arbitration.

## **RULE 13. CHALLENGE OF ARBITRATOR**

An arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the parties have agreed.

## **RULE 14. NOTICE FOR CHALLENGE OF ARBITRATOR**

14.1 A party that intends to challenge an arbitrator shall file a notice of challenge with the Registrar in accordance with the requirements of Rule 15.2 within seven days after receipt of the notice of appointment of the arbitrator who is being challenged or within seven days after the circumstances specified in Rule 13.1 or became known or should have reasonably been known to that party during the arbitration proceeding.

14.2 The notice of challenge shall state the reasons for the challenge. The date of



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Page | 14

receipt of the notice of challenge by the Registrar shall be deemed to be the date the notice of challenge is filed. The party challenging an arbitrator shall, at the same time as it files a notice of challenge with the Registrar, send that notice of challenge to the opposite party and to the arbitrator who is being challenged and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and, that party challenging the arbitrator, shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

- 14.3 The party making the challenge shall pay the requisite challenge fee under these Rules in accordance with the applicable Schedule of Fees. If the party making the challenge fails to pay the challenge fee within the time limit set by the Registrar, the challenge shall be considered as withdrawn.
- 14.4 If the Registrar, DAC sustains the challenge, a substitute Arbitrator shall be appointed by the Registrar, DAC in accordance with these Rules with the discretion to impose such costs as may be deemed appropriate or in the event that said challenge fails, which shall be recoverable from the party instituting the challenge.
- 14.5 Such challenge shall be decided on the basis of the application and the comment(s)/response(s) thereto, if any, and the record of the Arbitration Proceedings, without any oral hearing unless so directed by the Registrar, DAC and such decision of Registrar shall be final.

## **RULE 15. TERMINATION AND SUBSTITUTION**

- 15.1 In the event of death, resignation, withdrawal or removal of an Arbitrator as per circumstances mentioned in Section 12 and 14 of the Act and Rule 14 herein, during the course of arbitral proceedings, a substitute Arbitrator shall be appointed by the Registrar, DAC in accordance with these Rules.
- 15.2 An Arbitrator may also be substituted if in the opinion of the Registrar, DAC the Arbitrator is not fulfilling qualifications or performing the functions assigned to him/her as per the Rules.

Provided that the Registrar, DAC shall make a decision under the abovementioned provision only after the Arbitrator concerned, the parties and any other members of the Tribunal have had an opportunity to comment in writing, within a reasonable period of time, on the grounds on which substitution is contemplated. Such comments shall be communicated to the parties and to the Tribunal. However, no oral hearing shall be granted unless so directed by the Chairperson/Sub-Committee.



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Page | 15

15.3 Unless otherwise directed, further proceedings before the reconstituted Tribunal shall commence from the stage at which they were prior to such reconstitution.

## **RULE 16. EMERGENCY ARBITRATOR**

16.1 Prior to appointment of arbitral tribunal, if a party wishes to seek emergency interim relief, upon payment of extra charges as applicable, may, concurrent with or following the filing of a Notice of Arbitration, file an application for providing/grant of emergency interim relief with the Registrar, DAC. The party shall, at the same time as it files the application for emergency interim relief, send a copy of the application to all other parties. The application for emergency interim relief shall include:

- a. The nature of the relief sought;
- b. The reasons why the party is entitled to such relief;
- c. A statement certifying that all other parties have been provided with a copy of the application or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other parties.
- d. The application fees prescribed for the appointment of arbitrator has been paid along with its fee receipt.

16.2 Upon receipt of the request as above and nature of relief sought, the Registrar, may appoint the Emergency Arbitrator within three days of receiving such request (excluding non-business days).

16.3 Prior to accepting his appointment, a prospective Emergency Arbitrator shall file disclosure in writing in terms of Section 12 of the Act. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by DAC to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

16.4 An Emergency Arbitrator may not act as an Arbitrator in any future arbitration relating to that dispute unless agreed by all the parties.

16.5 If the parties have agreed on the seat of the arbitration, such seat shall be the seat of the proceedings for emergency interim relief. DAC Arbitration Rules shall be applicable on Arbitration proceedings, without prejudice to the Tribunal's determination of the seat of the arbitration.

16.6 The Emergency Arbitrator shall, as soon as possible but, in any event, within three days of his appointment, establish a schedule for consideration of the application for emergency interim relief. Such schedule shall provide a reasonable opportunity for the parties to be heard, but may provide for proceedings by telephone or video conference or on written submissions as alternatives to a hearing in person. The Emergency Arbitrator shall have the



powers alongwith the powers provided under section 9 and 17 of the Arbitration Act, vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, without prejudice to the Tribunal's determination.

- 16.7 The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary, including preliminary orders that may be made pending any hearing, telephone or video conference or written submissions by the parties. The Emergency Arbitrator shall give summary reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the preliminary order, the interim order or Award for good cause.
- 16.8 The Emergency Arbitrator shall ensure that the entire process from the date of his appointment to the making of the order shall be completed within fourteen (14) days, failing which the Emergency Arbitrator will not be entitled to any fee.
- 16.9 The Emergency Arbitrator shall *become functus officio* after the required order is made, and shall not be a part of the Arbitral Tribunal which may be formed subsequently unless otherwise agreed to by all the parties.
- 16.10 The order for urgent, interim or conservatory measures passed by the Emergency Arbitrator shall not bind the Arbitral Tribunal on the merits of any issue or dispute that the said Tribunal may be required to determine.
- 16.11 The order passed by the Emergency Arbitrator shall remain operative for a period of 90 (ninety) days from the date of passing of the order unless modified, substituted or vacated by the Arbitral Tribunal. The Arbitral Tribunal shall also have the power to extend the operation of the order beyond the period of 90 (ninety) days.
- 16.12 Any order of the Emergency Arbitrator may be confirmed, varied discharged or revoked, in whole or in part, by order or award made by the Arbitral Tribunal upon application by any party or upon its own initiative

## **RULE 17. INTERIM RELIEF**

- 17.1 A party. may, during the arbitral proceedings, apply to the Arbitral Tribunal for an interim measure of protection in respect of the subject matter of the dispute as it may consider necessary, including –
  - a) For the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
  - b) For an interim measure of protection in respect of any of the following matters namely-
    - i. The preservation, interim custody or sale of any goods which are the subject matter of the arbitration agreement;
    - ii. Securing the amount in dispute in the arbitration;
    - iii. 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 authorizing for any of the aforesaid purposes any person to enter upon any land or building in the



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Page | 17

- possession of any party, or authorizing 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;
- iv. Interim injunction or the appointment of a receiver;
  - v. Such other interim measures of protection as may appear to the Arbitral Tribunal to be just and convenient; and the Arbitral Tribunal shall have the same power for making orders, as the Court has for the purpose of, and in relation to, any proceedings before it.

17.2 The Arbitral Tribunal may modify, suspend or terminate an interim measure granted by it, upon an application by a party, if the circumstances so warrant.

## **RULE 18. STATEMENT OF CLAIM**

18.1 The Claimant shall, within a period of time to be determined by the Tribunal at the first procedural meeting, file at the filing counter as well as upon official e-mail id of arbitral tribunal and DAC with advance copy(ies) to the opposite party(ies), a Statement of Claim (SOC) setting out in full detail-

- a) Name, description, contact details, email ids, telephone numbers, mobile numbers and correspondence address of Claimant(s) and Respondent(s);
- b) Description of the quantum, nature and circumstance of the dispute giving rise to the Claim(s);
- c) Statement of the relief sought along with amount(s) claimed;
- d) Relevant agreements and, in particular, a copy of written arbitration clause or written arbitration agreement;
- e) All supporting and relevant documents shall be filed as attested true copies of the originals, with adequate sets/copies to be supplied to the parties;
- f) Value of each of the relief sought along with a declaration stating the aggregate amount of Claims, payment of Arbitrator's fee as based on aggregate claims and payment receipt reflecting date and amount of deposit of its share of arbitral fees.
- g) An affidavit in support of the averments made into SOC and the truth and correctness of the contents of the documents annexed with the SOC as well as depicting the source of information of the averments/contents put into SOC.

18.2 If the Claimant fails within the time specified to submit its Statement of Claim and to pay his/its share of arbitration fees, the Tribunal may pass an order for the termination of the arbitral proceedings qua such claims and impose costs or give other directions, as may be appropriate like as the extension of time.

## **RULE 19. STATEMENT OF DEFENCE, PLEA OF SET-OFF AND COUNTER-CLAIM**

19.1 The Respondent(s) shall, within the time to be determined by the Tribunal, file at the filing counter as well as upon official e-mail id of arbitral tribunal and DAC, Statement of Defence (SOD) with advance copy to the opposite party(ies). The plea of Set-Off and/or Counter-Claim, if any, shall be filed along with the Statement of Defence. Statement of Defence (SOD) shall set out in full detail-

- h) Name, description, contact details, email ids, telephone numbers, mobile numbers and correspondence address of Respondent(s) if there are changes into the same as put by the claimant in SOC.
- i) The Board resolution/ power of attorney authorising the AR of the respondent to represent it (in case respondent is a legal but not a natural entity);
- j) The defence as strategic out in detail against the averments put forth into SOC;
- k) A declaration stating out that the address, contact number and e-mail id of the respondent as stated out into the SOC is still valid and working there.
- l) Attested true copies of relevant documents in sought of the averments of defence taken into SOD, with adequate sets/copies to be supplied to the parties;
- m) payment of share of respondents against the Arbitrator's fee as based on aggregate claims and payment receipt reflecting date and amount of deposit of its share of arbitral fees.
- n) An affidavit in support of the averments made into SOD and the truth and correctness of the contents of the documents annexed with the SOD as well as depicting the source of information of the averments/contents put into SOD.

19.2 Subject to the decision of the Tribunal, the failure to adhere to the time limits for filing of SOD or payment of share or arbitrator's fees as prescribed by the Arbitrator, may result in foreclosure of the right of the Respondent to file Statement of Defence, a plea of Set-Off and / or Counter Claim.

19.3 If the respondent(s) deem it appropriate, shall file the counter-Claim fulfilling the all requirements as set out Rule 18. The respondent, separate from the share of arbitration fees into claim case, shall be liable to pay his/its share of arbitration fees as based on aggregate claims made in counter-claim and payment receipt reflecting date and amount of deposit of its share of arbitral fees shall be shared with arbitral tribunal.

19.4 The copy of the Statement of Defence, plea of Set-Off and/or Counter-Claim and the documents annexed thereto, shall be sent to the Claimant in advance and proof of service thereof shall accompany the Statement of Defence, plea of Set-Off and / or Counter-Claim submitted to the tribunal.

19.5 If the respondent/counter-claimant opts to file counter-claim and pays his/its share of arbitration fees, then the claimant/non-counter-claimant shall be liable to pay its share of arbitration fees into the counter claim case and claimant/non-counter-claimant shall file its SOD/Reply against the counter-claim satisfying the requirements as to meet out in filing of SOD stated in the Rule 19.1.

19.6 Subject to the decision of the Tribunal, failure of the claimant/non-counter-claimant to file his reply to the Counter-Claim within the time stipulated or the extended time or to pay its share of arbitration fees may result in forfeiting the right to file such reply/SOD in Counter-Claim case.

19.7 If because of any reason, despite the directions of tribunals, respondent(s) fail to pay his/its share of arbitration fees, then initially the same would have to be paid by claimant, the final liability of which, shall be decided by the tribunal at the time of passing the award.

19.8 The provisions of Rule 19.7 shall apply *mutatis mutandis* as in case of non-payment of share of arbitration fees by the non-counter-claimant in the Counter-Claim case.

## **RULE 20. AMENDMENT TO THE STATEMENT OF CLAIM OR DEFENCE**

20.1 With the leave of the Tribunal and on such terms as the Tribunal may determine, a party may amend or supplement its Claim, Counter-Claim or other pleadings, unless the Tribunal considers it inappropriate, having regard to the delay in making such request or prejudice to the other party or any other circumstances. However, a Claim or Counter-Claim or pleadings may not be amended or supplemented in such a manner that the amended or supplemented Claim or Counter-Claim or pleadings would, if permitted, fall outside the scope of the arbitration agreement.

20.2 The Registrar may adjust the Tribunal's fees and DAC's fees (where appropriate) if a party is permitted to amend or supplement its Claim, Counter-Claim or pleadings. However, the arbitrator's fees cannot be reduced then what was initially fixed before the amended claim.

## **RULE 21. JURISDICTION**

Any objection by a party to the competence of the arbitral tribunal to decide a dispute under arbitration, shall be placed in the first instance before the arbitral tribunal, which shall decide such objection in accordance with Section 16 of the Act.

## **RULE 22. CONDUCT OF PROCEEDING**

22.1 The Tribunal shall conduct the arbitration in the manner as provided under these rules, to ensure the fair, expeditious, economical and final resolution of the dispute.

22.2 The Tribunal shall determine the relevance, materiality and admissibility of all evidence. The Tribunal is not required to apply the rules of evidence or any applicable law in making such determination.

22.3 As soon as practicable after the constitution of the Tribunal, the Tribunal shall conduct a preliminary meeting with the parties, in person or by any other means of conducting arbitration proceedings like as virtual mode, to make parties aware of the procedures for conduct of arbitration proceedings of the case.

22.4 Subject to the provisions of arbitral agreement, the sole arbitrator/presiding arbitrator shall make procedural rulings alone.

## **RULE 23. APPLICATION FOR ADJOURNMENT**

23.1 Any party seeking adjournment or change in the timelines fixed for the arbitration proceedings, shall file a written request supported by sufficient and cogent reasons with necessary documents. In case such application is filed less than seven days prior to the date of hearing, the same shall be accompanied by an application fee of Rs. 3,000/- (Rupees Three Thousand) payable to DAC.

23.2 Mere filing of an application shall, however, not result in an automatic adjournment. The application shall be decided by the Arbitral Tribunal on merits and may be accepted subject to such further cost and/or conditions as the Arbitral Tribunal may deem fit.

## **RULE 24. LANGUAGE OF ARBITRATION**

24.1 Unless otherwise agreed by the parties, the Tribunal shall determine the language to be used in the arbitration.

24.2 If a document is in a language other than English, the Tribunal, or if the Tribunal has not been established, the Coordinator/Registrar, may direct the party(ies) filing such a document to submit a translation thereof at his/its own cost.

## **RULE 25. SEAT & VENUE**

25.1 Unless the parties expressly agree otherwise, the seat of arbitration shall be Delhi.

25.2 The Tribunal may, in consultation with the parties, hold hearings, meetings and deliberations by any means and at any venue, it considers expedient or appropriate.

25.3 Copy of minutes of meetings/proceedings of the arbitral tribunal shall be sent to DAC by the Arbitral Tribunal within 7 (seven) days from the date of hearing.

## **RULE 26. PARTY REPRESENTATIVES**

26.1 Any party may be represented by legal practitioners or any other authorised representatives. The Registrar and/or the Tribunal may require to file the authorisation of representative(s) of any party to the dispute.

26.2 After the constitution of the Tribunal, any change or addition by a party to its representatives shall be promptly communicated in writing to the parties, the Tribunal and the Registrar.

## **RULE 27. APPLICABLE LAW**

27.1 Where the place of arbitration is situated in India-

- (a) In an arbitration other than an international commercial arbitration, the Arbitral Tribunal shall decide the dispute submitted to arbitration in accordance with the substantive law for the time being in force in India;
- (b) In international commercial arbitration-
  - (i) The Arbitral Tribunal shall decide the dispute in accordance with the law designated by the parties as applicable to the substance of the dispute, however if any of the party belongs of/from India, then the arbitral proceedings will be governed by the laws prevailing in India;
  - (ii) Any designation by the parties of the law or legal system of a given country shall be construed, unless otherwise expressed, as directly referring to the substantive law of that country and not to its conflict of laws/rules;
  - (iii) Except of the circumstance where either of the party of the dispute belongs from India, failing any designation of the law under subrule (b) (i) by the parties, the Arbitral Tribunal shall apply the rules of law it considers to be appropriate given all the circumstances surrounding the dispute.

27.2 The Arbitral Tribunal shall decide *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorized it to do so.

27.3 While deciding and making an award, the Arbitral Tribunal shall, in all cases, take into account the terms of the contract and trade, usages applicable to the transaction.

## **RULE 28. EVIDENCE**

- 28.1 Ordinarily, the burden of proving the facts relied on to support its Claim, Counter-Claim or Defence, shall be upon the concerned party who is relying on that.
- 28.2 The Tribunal, while determining the admissibility, relevance, materiality and weight of any evidence, shall not be bound by the Indian Evidence Act, 1872 or the Code of Civil Procedure, 1908 or by any strict rules of evidence.
- 28.3 At any time during the arbitral proceedings, the Tribunal may require the parties to produce documents, exhibits or other evidence within such period of time as the Tribunal shall determine. The Tribunal may also, in consultation with the parties, undertake a site visit.

28.4 In addition, the Tribunal shall have the power to-

- (a) Conduct such enquiries as may appear to be necessary or expedient;
- (b) Direct the parties or any related third person to make available for inspection any property or item;
- (c) Direct any party or any related third person to produce for inspection any document(s) in their possession, custody or control which it considers relevant and also direct that copies of such document(s) be supplied to the other parties.
- (d) To receive from any party a declaration or any evidence
- (e) To receive any statement with/without oath
- (f) To take into custody of tribunal or to seize any document/record or property
- (g) To direct any government, semi-governmental, private or public body, authority or organization to produce any official record related with the dispute under arbitration
- (h) To appoint or refer any expert for inspection and examining any document/issues/property and to give its/his expert opinion.

## **RULE 29. HEARING**

29.1 The Tribunal shall, set the date, time and place of any meeting or hearing of the arbitral proceedings, the notice of which shall be served/intimidated to the parties concerned.

29.2 Unless otherwise agreed by the parties concerned, the arbitral proceedings shall be conducted by the tribunal through virtual hearing mode/video conferencing more particularly at the convenience all the parties to the dispute.

29.3 If any party fails to appear at a meeting or hearing without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the Award based on the submissions and evidence available before it.

29.4 Unless otherwise agreed by the parties, all meetings and hearings shall be in private, and any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential.

## **RULE 30. WITNESSES**

30.1 The witnesses shall be examined by tendering their evidence-affidavits and except of general arbitration, no witness shall be cross-examined into the proceedings under statutory/institutional arbitration.

30.2 Before any hearing, the Tribunal may require the parties to give notice of the identity of witnesses, including expert witnesses, whom the parties intend to produce, the subject matter of their testimony and its relevance to the issues.

30.3 The Tribunal may allow, refuse or limit the appearance of witnesses to give oral evidence at any hearing.

30.4 Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal may determine only in the case of general arbitration or with the specific consent of the parties to the dispute.

## **RULE 31. SETTLEMENT TO DISPUTES**

31.1 The Tribunal may encourage settlement of the dispute with the agreement of the parties.

31.2 If during the arbitration proceedings, the parties settle the dispute, the Tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the Tribunal, record the settlement in the form of an Arbitral Award on agreed terms. Upon settlement of disputes between the parties, the tribunal shall be entitled for the Arbitrator's fees as set out in claim initially.

31.3 Such Arbitral Award as passed to record settlement between the parties should contain an express statement that it is an award made at the parties' joint request and with their consent and the same shall be treated as a decree/final award passed upon merits for the purpose of its enforcement.

## **RULE 32. ARBITRAL AWARD**

32.1 The Arbitral Tribunal shall make an award within the period of eighteen months from the completion of the pleadings or such further period as extended by the Court as provided under section 29A (4) of the Act.

Explanation: The above prescribed period of eighteen months includes the extended period of six months for the making of the award as contemplated under section 29A (3) of the Act.

32.2 If the award is made within the period of six months from the date of appointment/constitution of arbitral tribunal except in cases of statutory arbitrations or special arbitrations where date of making award is already less or upto six months, the arbitral tribunal shall be entitled to receive an additional amount of twenty-five percent of total arbitration fees to be shared equally by both the parties.

32.3 The Tribunal may make interim and/or partial Awards on different issues at different times.

32.4 As provided under section 39 of the act, the arbitral tribunal shall have the power to lien on the arbitral award for any unpaid cost/fees of the arbitration.

32.5 After having received the original award along with records of arbitration proceedings from arbitral tribunal, the DAC shall publish/deliver the Award by serving its authenticated copy to each party to the dispute at the addresses given into their pleadings. DAC may also serve the copy of the Award upon the e-mail ids of concerned parties as may deemed fit. However, if any of the party





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Page | 24

intimates in writing to the Registrar, DAC at any stage prior to the publication of award that the award be retained as confidential, DAC shall refrain from publishing the same.

## **RULE 33. CORRECTION OF AWARDS**

33.1 Within 30 days of receipt of an Award, a party may, by written application to the Registrar and serving its copy to the opposite party, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. DAC shall upon receipt of additional fees, send its requisition to the arbitral tribunal and, if the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original Award or in a separate memorandum, shall constitute part of the Award.

33.2 The Tribunal may correct any error of the type referred to in Rule 33.1 on its own initiative within 30 days of the date of the Award.

33.3 Within 30 days of receipt of an Award, a party may, by written application to the Registrar and serving its copy to the opposite party, request the Tribunal to make an additional Award as to claims presented in the arbitration but not dealt with in the Award. DAC shall upon receipt of additional fees, send its requisition to the arbitral tribunal and, if the Tribunal considers the request to be justified, it shall make the additional Award within 45 days of receipt of the request.

33.4 The provisions of Rule 32 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award, interpretation of an Award and any additional Award made.

## **RULE 34. COST OF ARBITRATION**

34.1 Unless otherwise agreed by the parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration, interest, the time of such payment, who is entitle for the same and who is burdened to pay the same. Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.

34.2 The term “costs of the arbitration” includes:

a. The Tribunal’s fees, deputy counsel’s emolument and expenses for conduct of arbitral proceedings and the Emergency Arbitrator’s fees and expenses, where applicable;

b. DAC’s administration fees and expenses;

c. The costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal.



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Page | 25

## **RULE 35. FEES AND DEPOSITS**

35.1 The Tribunal's fees and DAC's fees shall be ascertained in accordance with the Schedule of Fees in force under these rules at the time of commencement of the arbitration.

35.2 Subject to the power of "*Registrar, DAC*" all fees, deposits and expenses into the arbitral proceedings shall be met/borne equally by both sides i.e. Claimant(s) and Respondents(s).

35.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.

35.4 Stage of Payment of Administrative Fees & Arbitrator's Fees:

The administrative fees shall be paid by the claimant at the time of filing an application before DAC for start of arbitration proceedings and the respondent shall pay its share of administrative fees during the arbitral proceedings before the Arbitrator.

Both the parties are liable to pay their share of arbitration-fees as per Fees Schedule applicable in the proceedings. The claimant shall pay its/his share of arbitration fees at the time of filing SOC (statement of claim) and respondent at the time of filing response / application / SOD (statement of defence) against the SOC.

35.5 Parties are jointly and severally liable for the payment of administrative fees and fees of Ld. Arbitrator as per the "*DAC Arbitration Fees Schedule*". The fees shall be initially shared equally by the parties, subject to the final cost of arbitration as determined by the tribunal.

Where one party fails to pay his share of the Fees or Deposit, the opposite party shall pay that share and in case where the opposite party also does not pay the aforesaid share in respect of the claim or the counter-claim, the arbitral tribunal may suspend or terminate or sine-die adjourn the arbitral proceedings in respect of such claim or counter-claim, as the case may be.

35.6 All deposits towards the costs of the arbitration shall be made to and held by DAC. Any interest which may accrue on such deposits shall be retained by DAC.

## **RULE 36. EXCLUSION AND WAIVER OF LIABILITY**

36.1 The DAC, including the Registrar, Coordinator, Secretary, Arbitrator, Deputy-Counsels' attached to the office of Arbitrator, officers, employees of DAC shall not be liable to any person for anything which is done in good faith, done or



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Page | 26

intended to be done under these Rules and/or not be liable to be made as a party or appear in person before any court proceedings except for depositing the record of Arbitration proceedings in the Courts.

## **RULE 37. CONFIDENTIALITY**

37.1 Save and except as provided in these Rules, the parties, the DAC and the Tribunal shall at all times treat all Matters relating to the proceedings and the Award as confidential, except-

- (a) For the purpose of making an application to any competent Court of any State to enforce or challenge the Award;
- (b) Pursuant to the order issued by a Court of competent jurisdiction;
- (c) For the purpose of pursuing or enforcing a legal right or claim;
- (d) In compliance with the provisions of the laws of any State which are binding on the party making the disclosure;
- (e) In compliance with the request or requirement of any regulatory body or other authority; or
- (f) Pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.

37.2 In this Rule, "matters relating to the proceedings" means the existence of the proceedings and the pleadings, evidence and other materials in the arbitration proceedings and all other documents produced by another party in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

37.3 The Tribunal has the power to take appropriate measures, including issuing an order or Award for costs, if a party breaches the provisions of this Rule.

## **RULE 38. DECISIONS OF THE REGISTRAR, DAC**

38.1 The decisions of the Registrar, DAC with respect to all matters relating to an arbitration, administration shall be binding upon the parties and the Tribunal. He shall not be required to provide reasons for such decisions.

38.2 In all matters not expressly provided for in these Rules, the Registrar, DAC and the arbitral tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure fair and expeditious arbitration.

38.3 The Registrar, DAC may, from time to time, issue practice directions to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.



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Page | 27

## **RULE 39. RESIDUARY PROVISIONS**

The registrar, DAC may take appropriate decisions as may be deemed necessary in respect of all matters which are not specifically provided in these Rules.

  
**K.K. NANGIA**  
(EX-REGISTRAR, DELHI HIGH COURT)  
REGISTRAR, DELHI ARBITRATION CENTRE  
**REGISTRAR, DAC**