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ACI International Arbitration & Mediation Centre (ACI-IAMC), Rules2026 for Arbitration.

SECTION A: INTRODUCTION

Rule 1:Scope and Application

1.1 Where parties have agreed to refer their disputes to the ACI International Arbitration and Mediation Centre,(ACI- IAMC)for Arbitration (whether before or after a dispute has arisen), the parties shall be deemed to have agreed that the proceedings shall be conducted and administered in accordance with these Rules or (unless the parties have agreed otherwise) such amended rules as the ACI-IAMC may have adopted hereafter and may be in effect on the date of commencement of the arbitration or the date the request for Arbitration is made by a party.

1.2 These Rules shall apply to domestic and international arbitrations commenced under a contract, treaty, or other instrument.

1.3 These Rules comprise the Rules and the Schedules as are from time to time amended by the ACI-IAMC.

1.4 These Rules shall come into force on _____ and, unless the parties have agreed otherwise, shall apply to any arbitration which is commenced on or after that date.

1.5 Save as may relate to powers exercisable by the Tribunal, the Registrar shall have the power to interpret any provision under these Rules.

1.6 If any of these Rules are in conflict with a mandatory provision of law applicable to the arbitration, agreement from which the parties cannot derogate, that mandatory provision shall prevail.

1.7 In all matters not expressly provided for in these Rules, the Governing Council of the ACI-IAMC, the Registrar, the ACI-IAMC Secretariat, and any Emergency Arbitrator and Tribunal shall act in the spirit of these Rules and shall endeavour to ensure:

(a) The fairness of the proceedings;

(b) The expeditious and cost-effective conduct of the arbitration proportionate to the complexity of the claim and the amount in dispute;

(c) and the enforceability of any award.

1.8 The ACI-IAMC may, from time to time, issue practice notes and guidelines to supplement, regulate and implement these Rules.

RULE 2: Definitions

In these Rules:

2.1 **"Act"** means the Arbitration and Conciliation Act, 1996 as amended from time to time;

2.2 "**Arbitral Tribunal"** includes a sole arbitrator, or all the arbitrators where more than one arbitrator is appointed, and shall include an Emergency Arbitrator.

2.3 **"Award"** includes an interim, interlocutory, partial, final or additional award and an award of an Emergency Arbitrator

2.4 "**Claimant**" A party initiating recourse to arbitration under these Rules and which may include one or more claimants

2.5 "**Court**" means with respect to any matter relating to anarbit ration proceeding, the Civil Court within the meaning of Section 2 (e) of the Act.

2.6 **"Governing Council"** or **"Council"** mean the Governing Council of the ACI-IAMC, or any committee, officer, or person duly authorized or designated by the Governing Council, including the Registrar, to perform the functions specified herein.

2.7 "**Registrar**" means the Registrar of the ACI-IAMC and includes any Deputy Registrar, whose functions shall be performed under the supervision of the Governing Council;

2.8 **"Respondent"** means the party against whom an arbitration is initiated;

2.9 "**Party or Parties"** Include the Claimant, Respondent, and any Additional Party.

Rule 3: Written Communications and Time Calculation

3.1 All notices, communications, or proposals under these Rules must be in writing ("Written Communication"). Written Communications may be delivered personally, by registered post or courier, transmitted electronically, or by any other means providing a record of transmission as directed by the Tribunal.

3.2 Any communication by a party to the ACI-IAMC, Registrar, or Tribunal (or its members) shall be in writing, and any written communication from the Tribunal to a party shall be copied to the Registrar and all other parties.

3.3A Written Communication is deemed received if delivered:

(i) to the addressee personally or their authorized representative;

(ii) to the addressee's habitual residence, place of business, or designated address;

(iii) to any address agreed by the parties;

(iv) per prior dealings practice;

(v) to the email address provided to ACI-IAMC for correspondence; or

(vi) if none found after reasonable efforts, at the last-known residence or place of business.

3.4 Receipt occurs on the day of delivery or electronic transmission, determined by the time-zone at the arbitration

seat. In the absence of a designated seat, Indian Standard Time (IST) applies. After Tribunal constitution, parties must copy all Written Communications to each arbitrator, other parties, and Registrar, confirming delivery in writing.

3.5 Time limits begin the day after a Written Communication is deemed received. If the next day is a non-business day at the receipt location, the period starts on the next business day; if the final day falls on a non-business day, it extends to the following business day.

3.6 The Registrar may extend or shorten any time limits in these Rules, even if expired, unless set by parties, Tribunal, or Emergency Arbitrator requiring their agreement or direction. After Tribunal formation, such requests go through the Tribunal.

SECTION B: COMMENCEMENT OF ARBITRATION

Rule 4: REQUEST OF ARBITRATION

4.1 A party to a dispute commencing arbitration under these Rules shall file a Request for arbitration ("**Arbitration Request**") to ACI-IAMC. The Request shall include:

(a) be submitted in writing;
(b) a request that the dispute be referred to arbitration under these Rules;
(c) Full names, nationalities, addresses, telephone, email, and contact details of each party and the Claimant's representative (if any);

(d) a copy of the arbitration agreement and any relevant contract, treaty, or instrument from which the dispute arises;
(e) where claims arise under multiple agreements, an indication of which agreement applies to each claim;
(f) a brief description of the nature and circumstances of the dispute;
(g) a preliminary statement of relief sought, including an estimate of the amount claimed or in dispute;
(h) particulars on the number of arbitrators, seat, language, applicable law, and any third-party funding details with funder identity; and
(i) The date and mode of delivery to the Respondent.
(j) payment of the Registration Fee

4.2 The Arbitration Request may include the Statement of Claim.

4.3 The Request may be filed online through the ACI-IAMC Gateway or by other electronic means as per ACI-IAMC terms of use. The Claimant shall pay the Registration Fee required by SCEDHULE I in force on the submission date.

4.4 The Request may also include comments on amicable resolution methods like mediation under ACI-IAMC protocols.

4.5 If the Registrar determines that the Request does not comply or substantially comply with any of the requirements under Rule 4.1, or fails to pay the Registration Fee as prescribed under the applicable Schedule I in force on the date of filing. Failure to pay the registration fee shall result in the Request not being registered by the Centre.

4.6 The date on which the Centre receives a complete Request for Arbitration, together with the required fees, shall be deemed to be the official date of commencement of arbitration.

Rule 5: Response to the Arbitration Request

5.1 Within 30 days of receiving the Arbitration Request, or by any other date set by the Registrar, the Respondent shall submit a Response to the Registrar ("Response").

5.2 The Reply must be in writing and include:

(a) The Respondent's name, address, phone, fax, email, and representative's details;
(b) Confirmation or denial of all or part of the claims;
(c) Any objection to the Tribunal's jurisdiction;
(d) Any counterclaim or cross-claim with a brief description of its nature, circumstances, relief sought, and initial quantification where possible;
(e) Unless agreed otherwise, nomination of an arbitrator (for three-arbitrator panels) or comments/counter-proposal on the Claimant's sole arbitrator suggestion;
(f) Comments on seat, applicable law, and arbitration language; and
(g) Proof of service on the Claimant.

5.3 Failure to nominate or propose arbitrators within the Response deadline (or as extended by parties/Registrar) waives that right irrevocably. Not submitting a Response or parts thereof

does not prevent the Respondent from denying claims or raising defences, counterclaims, or cross-claims later.

5.4 The Response may include the Statement of Defence and/or Statement of Counterclaim.

5.5 Before Tribunal constitution, the Registrar may allow the Respondent to supplement or amend the Response to fix clerical, typographical, or calculation errors.

Article 6: Constitution of the Arbitral Tribunal

6.1 The Arbitral Tribunal shall be constituted in accordance with the arbitration agreement between the parties and any nominations made in the Request for Arbitration and the Response thereto, subject at all times to confirmation and appointment by the ACI-IAMC in accordance with these Rules.

6.2 Unless the parties have expressly agreed otherwise, an arbitration conducted under these Rules shall be heard by a sole arbitrator.

Notwithstanding the foregoing, where the Registrar, acting in consultation with the Governing Council, and having due regard to any proposals made by the parties, determines that the complexity, the quantum involved or other relevant circumstances of the dispute justify the appointment of three arbitrators, the Tribunal shall consist of three arbitrators.

6.3 Where a sole arbitrator is to be appointed, either party may propose one or more candidates to serve as sole arbitrator.

Where the parties reach a mutual agreement on the nomination of a sole arbitrator, the Registrar shall formally appoint such

nominee as arbitrator, subject to compliance with these Rules and the arbitrator's declaration of independence and impartiality.

6.4 If the parties fail to agree on the nomination of a sole arbitrator within thirty (30) days from the date of commencement of the arbitration, or within such other period as may be agreed by the parties or fixed by the Registrar, or if at any time either party so requests, the Registrar, acting in consultation with the Governing Council, shall appoint the sole arbitrator.

6.5 Where the Arbitral Tribunal is to consist of three arbitrators, each party shall nominate one arbitrator within the time period prescribed under these Rules or as otherwise agreed by the parties.

6.6 If a party fails to nominate an arbitrator within thirty (30) days after receipt of the other party's nomination, or within such other period as may be agreed by the parties, the Registrar, acting in consultation with the Governing Council, shall appoint an arbitrator on behalf of the defaulting party.

6.7 Unless the parties have agreed upon an alternative procedure for the appointment of the third arbitrator (Presiding Arbitrator), or where any agreed procedure fails to result in an appointment within the prescribed time period, the Registrar, acting in consultation with the Governing Council, shall appoint the Presiding Arbitrator.

6.8 The terms of appointment of each arbitrator shall be determined and issued by the Registrar, in accordance with these Rules and any applicable agreement between the parties.

6.9 The Arbitral Tribunal shall be deemed to have been formally constituted on the date on which the parties are notified of the appointment of all members of the Tribunal.

6.10 Where the ACI–International Arbitration & Mediation Centre is requested to appoint one or more arbitrators in a matter not administered under these Rules, the party requesting such appointment — or, where the appointment function has been delegated by a Court, all parties jointly, shall pay the applicable appointment fee in accordance with Schedule I.

6.11 Notwithstanding any nomination made by the parties or any third person, the final authority to appoint arbitrators shall vest exclusively in the Governing Council, which shall exercise such authority in its discretion to ensure the appointment of arbitrators who are independent, impartial, competent, and suitable for the particular dispute.

Rule 7— Challenge of Arbitrators

7.1 Any arbitrator appointed under these Rules, whether nominated by a party, appointed by the Council, or appointed pursuant to a judicial order may be challenged only before the ACI–International Arbitration & Mediation Centre, and only on grounds that:

(a) Give rise to justifiable doubts as to the arbitrator's independence or impartiality; or

(b) Establish that the arbitrator does not possessqualifications agreed upon by the parties; or

(c) Demonstrate that the arbitrator has become de jure or de facto unable to perform their functions; or

(d) Show that the arbitrator has failed to discharge their duties in accordance with these Rules or within the prescribed time limits.

7.2 A party may challenge an arbitrator nominated by itself only on grounds that became known after the appointment of such arbitrator.

7.3A party intending to challenge an arbitrator shall submit a Notice of Challenge within fourteen (14) days:

(a) From receipt of the notice of appointment of the arbitrator being challenged; Or

(b) From the date on which the circumstances giving rise to the challenge became known to the challenging party.

Failure to submit the challenge within this period shall be deemed a waiver of the right to challenge.

7.4 The Notice of Challenge shall:

(a) Be submitted in writing to the Registrar;

(b) Be simultaneously served upon the other party or parties, the challenged arbitrator, and the remaining members of the Tribunal, if any;

(c) Clearly state the factual and legal grounds for the challenge; and

(d) Be supported by all relevant evidence and documentation.

The Centre may invite written comments from the parties, the challenged arbitrator, and the remaining Tribunal members within ten (10) days from the date of such request.

7.5 A properly filed Notice of Challenge shall be determined by the Council, or by a Sub-Committee constituted by the Council, within sixty (60) days from the date of receipt of the Notice.6

7.6 A Notice of Challenge shall not be treated as validly received unless the challenging party deposits a Challenge Processing Fee (as prescribed in the applicable Fee Schedule I) with the Centre.

Such fee may be refunded in whole or in part if the challenge is successful.

In accordance with Section 29A(3) of the Arbitration and Conciliation Act, 1996, the time period for making the arbitral award shall stand automatically extended by the duration between the filing of the challenge and its final disposal.

7.7 Where a challenge is upheld, the Council shall appoint a substitute arbitrator in accordance with these Rules and the procedure applicable to the original appointment.

7.8 Where a challenge is dismissed, the Council shall have the discretion to impose costs upon the challenging party, which shall be recoverable as part of the arbitral costs.

7.9 The Centre shall promptly notify all parties and the Arbitral Tribunal in writing of the decision sustaining or rejecting the challenge.

7.10 A challenge shall ordinarily be decided on the basis of written submissions, responses, and the record of the arbitration, without oral hearing, unless the Council determines that an oral hearing is necessary in the interests of justice.

7.11 Unless otherwise directed by the Council or the Tribunal, the arbitral proceedings may continue while a challenge is pending, so as to avoid unnecessary delay.

7.12 The decision of the Council on a challenge shall be final and binding, subject only to remedies available under the Arbitration and Conciliation Act, 1996.

Rule8 — Termination and Replacement of Arbitrators

8.1 The mandate of an arbitrator shall terminate upon the occurrence of any of the following events:

(a) Acceptance of a valid challenge under these Rules;
(b) Voluntary resignation of the arbitrator;
(c) Death, incapacity, or permanent inability of the arbitrator to perform their functions;
(d) A determination that the arbitrator has become de jure or de facto unable to perform their functions or has failed to act without undue delay;
(e) The arbitrator becomes ineligible under the Seventh Schedule to the Arbitration and Conciliation Act, 1996;
(f) Agreement of all parties to terminate the arbitrator's mandate; or
(g) A decision of the Council under these Rules.

8.2 An arbitrator may resign from office by submitting a written notice to the Registrar, with copies to all parties.

Such resignation shall not imply acceptance of any ground of challenge and shall take effect upon acknowledgement by the ACI-IAMC.

8.3 Where an arbitrator becomes unable to perform their duties or fails to conduct proceedings without undue delay, any party may apply to the Centre for termination of the arbitrator's mandate.

The ACI-IAMC shall determine the application after providing the parties and the arbitrator an opportunity to submit written comments.

8.4 Where an arbitrator falls within any category of statutory ineligibility under the Seventh Schedule to the Arbitration and Conciliation Act, 1996, the arbitrator's mandate shall stand automatically terminated, unless expressly waived by the parties in accordance with applicable law.

8.5 Upon termination of an arbitrator's mandate for any reason, a substitute arbitrator shall be appointed in accordance with the same procedure that governed the appointment of the arbitrator being replaced, subject to the exclusive authority of the ACI-IAMC Council.

8.6 Where a substitute arbitrator is appointed, the Arbitral Tribunal shall be deemed to have been reconstituted on the date of notification of such appointment to the parties.

8.7 Unless the reconstituted Tribunal decides otherwise in the interest of justice, any hearings conducted, procedural orders issued, or interim decisions made prior to the replacement of an arbitrator shall remain valid.

The Tribunal may determine whether any procedural steps require repetition to ensure fairness and due process.

8.8 Termination of an arbitrator's mandate shall not affect the validity of any procedural act, ruling, or interim award rendered prior to such termination.

8.9 The Centre may determine the allocation of any additional administrative or Tribunal fees arising from the termination and replacement of an arbitrator.

8.10 Termination or replacement of an arbitrator shall be without prejudice to the power of the reconstituted Tribunal to determine any objection relating to jurisdiction, admissibility, or procedure.

8.11 Any decision of the Council, or Registrar regarding termination or replacement of an arbitrator under this Rule shall be final and binding, subject only to remedies available under the Arbitration and Conciliation Act, 1996.

Rule 9 — Consolidation of Arbitrations

9.1 The Governing Council shall have the authority, upon the request of a party and after consulting all parties and any confirmed or appointed arbitrators, to order the consolidation of two or more arbitrations conducted under these Rules, where:

(a) the parties have agreed in writing to consolidate; or
(b) all claims arise under the same arbitration agreement; or
(c) the claims arise under multiple arbitration agreements,
provided that:

- a common question of law or fact arises in all arbitrations;
- the rights to relief arise out of the same transaction or a series of related transactions; and
- the arbitration agreements are compatible.

9.2 Any party seeking consolidation pursuant to Rule 9.1 shall submit a Request for Consolidation to the Registrar, with simultaneous service upon all other parties and any confirmed or appointed arbitrators.

9.3 The Request for Consolidation shall include:

(a) The case references of all arbitrations proposed to be consolidated;
(b) The names, addresses, contact details, and representatives of all parties and arbitrators involved;
(c) A clear request for consolidation;
(d) A copy of the relevant arbitration agreement(s);
(e) Copies or references to the relevant contract(s) or legal instruments;
(f) A brief description of the nature of each claim and the amounts in dispute, if any;
(g) A statement of facts and grounds supporting consolidation, including evidence of party consent where applicable;
(h) Identification of the issues in dispute;

(i) Legal submissions supporting consolidation;

(j) Details of any applicable mandatory legal provisions governing consolidation;

(k) Proposed arrangements regarding tribunal constitution, including whether existing arbitrator appointments should be preserved; and

(l) Confirmation that all materials have been served on all relevant parties and arbitrators.

9.4 The Governing Council may waive or modify any procedural requirements under Rule 9.3 where it considers such a modification appropriate.

9.5 Any party or arbitrator invited to comment on a Request for Consolidation may submit written observations, including:

(a) Responses to matters raised in the Request;

(b) Replies to legal and procedural arguments; and

(c) Confirmation of service upon all relevant parties andarbitrators.

9.6 Where consolidation is approved, the arbitrations shall ordinarily be consolidated into the arbitration first commenced, unless the Governing Council determines otherwise. The Registrar shall promptly notify all parties and arbitrators of the consolidation decision.

9.7 Consolidation shall not affect the validity of any procedural act, ruling, or court order made prior to consolidation.

9.8 Upon consolidation, parties shall be deemed to have waived their right to nominate arbitrators, and Council may revoke prior

arbitrator appointments. The Tribunal for the consolidated arbitration shall be appointed by the Council, with or without regard to prior nominations.

9.9 Revocation of an arbitrator's appointment shall not prejudice:

(a) the validity of prior acts or orders made by that arbitrator;
(b) entitlement to reasonable fees and expenses; or
(c) limitation or prescription timelines applicable to claims or defences.

9.10 ACI-IAMC may revise administrative fees and arbitrator remuneration following consolidation, where appropriate.

SECTION C: EMERGENCY ARBITRATION AND INTERIM RELIEF

Rule 10:Emergency Arbitration

10.1 Where a party requires urgent interim or conservatory measures that cannot await the constitution of the Arbitral Tribunal under these Rules, such party may submit an application to the ACI-IAMC, with simultaneous service upon the opposing party, seeking emergency relief.

10.2 The applicant shall:

- **(a)** Provide a concise statement describing the nature and circumstances of the relief sought, the grounds establishing urgency, and the basis of entitlement;
- **(b)** Remit the prescribed application fee for Emergency Arbitration; and

(c) Submit proof of service of the application upon the opposing party.

10.3 The applicant shall deposit the Emergency Arbitrator's fees in accordance with the applicable Administrative Costs and Arbitrators' Fees Rules, as in force at the time of filing the application.

10.4 The Council shall appoint an Emergency Arbitrator within two (2) business days of receipt of the application, excluding non-working days.

10.5 Prior to acceptance of appointment, the prospective Emergency Arbitrator shall submit a written disclosure in compliance with Section 12 of the Arbitration and Conciliation Act, 1996.
Any challenge to the appointment shall be submitted within one (1) business day from the date of communication of the appointment and disclosures.

10.6 Unless expressly agreed by all parties, an Emergency Arbitrator shall not serve as a member of any subsequently constituted Arbitral Tribunal in relation to the same dispute.

10.7 The Emergency Arbitrator shall, within two (2) business days of appointment, establish a procedural schedule for pleadings, submissions, and hearings.
Failure by any party to comply may result in proceedings continuing in such party's absence.

10.8 The Emergency Arbitrator shall afford all parties a reasonable opportunity to present their case before granting any emergency relief.

10.9 The Emergency Arbitrator shall have authority to grant any interim, urgent, or conservatory relief deemed appropriate. Any order shall be issued in writing and shall contain a brief statement of reasons.
Such orders shall be enforceable in accordance with applicable law.

10.10 The Emergency Arbitrator shall complete the proceedings and issue an order within fourteen (14) days from the date of appointment, failing which no fee shall be payable.

10.11 The Emergency Arbitrator shall become functus officio upon the expiry of fourteen (14) days from appointment or upon issuance of the order, whichever occurs earlier, unless otherwise agreed by the parties.

10.12 Orders issued by an Emergency Arbitrator shall not bind the Arbitral Tribunal on the merits of the dispute.

10.13 Any emergency order shall remain effective for ninety (90) days from the date of issuance unless modified, substituted, vacated, or extended by the Arbitral Tribunal.

10.14 Upon constitution, the Arbitral Tribunal may confirm, vary, revoke, or set aside any emergency order, either upon application by a party or on its own initiative.

Rule 11 — Interim Measures by the Arbitral Tribunal

11.1 The Arbitral Tribunal may, at the request of any party, grant interim, conservatory, or protective measures, including but not limited to injunctions or other relief it considers necessary to preserve the subject matter of the dispute, protect the rights of the parties, or ensure the effectiveness of the final award.

11.2 The Arbitral Tribunal may, as a condition for granting such interim relief, direct the requesting party to furnish appropriate security, including monetary deposits or guarantees, as it deems fit in the interests of justice.

11.3 Where permitted under applicable law, a party may apply to a court or other competent judicial authority for interim or conservatory relief only to the extent that the Arbitral Tribunal lacks the power or is, for the time being, unable to act effectively.

11.4 Any application made to a court or competent authority for interim relief after the constitution of the Arbitral Tribunal, and any order passed thereon, shall be promptly communicated by the applicant to the Arbitral Tribunal and to all other parties.

11.5 The Arbitral Tribunal may modify, suspend, or terminate any interim measure upon application by a party or where circumstances so warrant.

SECTION D: PLEADINGS

Rule 12 — Statement of Claim

12.1 Unless already submitted pursuant to Rule 4.2 , the Claimant shall, within the time period determined by the Arbitral Tribunal at the first procedural conference, file with the Centre a

Statement of Claim, with advance copies served on the Respondent(s) and the Tribunal. The Statement of Claim shall set out in full detail:

(a) The names, descriptions, contact details, email addresses, telephone and mobile numbers, and correspondence addresses of all Claimants and Respondents;

(b) A statement describing the nature of the dispute and the factual and legal circumstances giving rise to the Claim(s);

(c) The relief sought, including the amounts claimed and the basis for such relief;

(d) Copies of all relevant agreements, including, in particular, the written arbitration clause or arbitration agreement;

(e) All relevant supporting documents, filed as attested true copies of the originals, with sufficient copies for the parties and an additional set for the Centre;

(f) A statement identifying the issues to be determined by the Tribunal;

(g) Details regarding the number, or other agreed particulars concerning the appointment of Arbitrators, if any;

(h) A statement regarding the applicable law, governing rules, and language of the arbitration, if previously agreed;

(i) Copies of any court orders passed in relation to proceedings or any signed joint memorandum, where applicable;

(j) A statement confirming whether any interim order under Section 9 of the Arbitration and Conciliation Act, 1996 has been passed, along with a copy of such order and confirmation of compliance with statutory timelines;

(k) The value of each relief sought, along with a declaration of the aggregate value of the Claims, quantification of the Arbitrator's fees based on such aggregate value, and proof of deposit of the Claimant's share of fees, if applicable.

12.2 If the Claimant fails to submit the Statement of Claim within the prescribed time, the Tribunal may, after considering the circumstances, terminate the arbitral proceedings in respect of such Claims, impose costs, or issue any other appropriate directions.

Rule 13: Statement of Defence, Set-Off, and Counter-Claim

13.1 Unless already submitted in accordance with Rule 5.4the Respondent shall, within the time period determined by the Tribunal at the first procedural meeting held pursuant to Rule 16.4 deliver to the Claimant and the Tribunal a Statement of Defence and, where applicable, a Statement of Counterclaim, which shall include:

(a) A clear statement of the facts relied upon in support of the defence and any counterclaim (including any cross-claim or set-off);

(b) The legal grounds and arguments upon which the defence and any counterclaim are based; and

(c) The relief or remedies sought.

13.2 Where directed by the Tribunal at the first procedural meeting, the Respondent shall also submit all supporting documentary evidence, witness statements, and expert reports in support of its defence and any counterclaim.

13.3 Where a Statement of Counterclaim has been filed, the Claimant shall, within the time period determined by the Tribunal at the first procedural meeting held pursuant to Rule 16.4 submit to the Respondent a Statement of Defence to the Counterclaim, setting out:

(a) A statement of facts supporting the defence to the counterclaim (including any cross-claim or set-off);

(b) The legal grounds or arguments supporting such defence; and

(c) The relief or remedies sought.

13.4 The Respondent shall ensure that copies of the Statement of Defence, Set-Off, Counter-Claim, and all annexed documents are served upon the Claimant in advance. Proof of such service shall accompany the submission filed with the Centre.

Rule 14 — Amendments to Pleadings

14.1 With the prior leave of the Tribunal and subject to such terms as it may impose, a party may amend or supplement its Statement of Claim, Statement of Defence, Counter-Claim, or other pleadings, unless the Tribunal determines that:

(a) The amendment would cause undue delay;

(b) The amendment would prejudice the other party; or

(c) The proposed amendment would place the Claim, Counter-Claim, or Defence outside the scope of the arbitration agreement.

14.2 Where amendments or supplements are permitted, the coordinator may revise the Tribunal's fees and the Centre's administrative fees, where appropriate.

Rule 15 — Further Pleadings and Issues

15.1 All statements, pleadings, documents, and materials submitted to the Tribunal and the Centre by any party shall simultaneously be served upon the other party.

15.2 The Tribunal shall determine whether additional pleadings are required and shall fix the timelines for their submission. The Tribunal may also limit the length, scope, andvolume of written pleadings and oral or documentary evidence.

15.3 At any stage of the proceedings, the Tribunal may direct the parties, after consultation, to prepare and submit a joint or agreed list of issues for determination.

SECTION E: PROCEEDINGS

Rule 16 — Conduct of Arbitration Proceedings

16.1 The Arbitral Tribunal and the parties shall make all reasonable efforts to conduct the arbitration in an expeditious, efficient, and cost-effective manner, with due regard to the nature, complexity, and value of the dispute.

16.2 In conducting the proceedings, the Arbitral Tribunal shall act fairly, impartially, and independently, and shall ensure that each party is afforded a reasonable and equal opportunity to

present its case, consistent with the principles of natural justice and procedural fairness.

16.3 Subject to any agreement between the parties and the applicable law, the Arbitral Tribunal shall have the authority to determine and adopt such procedural measures as it considers appropriate, after consultation with the parties, to ensure the effective, efficient, and orderly conduct of the arbitration.

16.4 Soon after its constitution, the Arbitral Tribunal may convene a procedural conference to consult with the parties on the procedural framework of the arbitration, including but not limited to:

- The procedural timetable and hearing schedule;
- Pleadings and evidentiary procedures;
- Engagement of transcription, interpretation, or translation services;
- The use of technology, remote hearings, and electronic filings.

Such a conference may be conducted in person or by any other appropriate means, including virtual or hybrid formats.

Unless otherwise agreed by the parties, the Presiding Arbitrator may issue procedural directions or rulings individually, subject to revision or confirmation by a majority of the Arbitral Tribunal.

16.5 The Arbitral Tribunal may proceed with the arbitration notwithstanding the failure, refusal, or neglect of any party to comply with these Rules, any procedural order, or any direction

of the Tribunal, or to attend hearings or meetings, provided that such continuation does not prejudice the fairness or integrity of the proceedings.

16.6 Any party seeking an adjournment or modification of procedural timelines shall submit a written application supported by sufficient and cogent reasons, together with relevant documentary evidence.

Where such an application is made less than fifteen (15) days prior to a scheduled hearing, the Tribunal may require payment of an adjournment fee as prescribed by the Centre.

The mere filing of an application shall not automatically result in an adjournment, and the Arbitral Tribunal shall determine such a request on its merits and may impose such conditions as it deems appropriate.

Rule 17 — Jurisdiction

17.1 Any objection to the competence of the Centre to administer an arbitration prior to the constitution of the Arbitral Tribunal shall, in the first instance, be referred to the Council of the Centre for determination.

Where such objection is upheld, the arbitration proceedings shall be terminated.
Where the objection is rejected, the arbitration shall proceed, and the Arbitral Tribunal shall retain jurisdiction to decide any further jurisdictional issues in accordance with applicable law.

17.2 The Arbitral Tribunal shall have the exclusive authority to rule on its own jurisdiction, including any objections concerning:

(a) The existence, validity, or scope of the arbitration agreement;

(b) The competence of the Tribunal;

(c) The arbitrability of the dispute.

Such objections shall be determined in accordance with Section 16 of the Arbitration and Conciliation Act, 1996.

17.3 Where jurisdictional objections are raised, the Arbitral Tribunal may, in its discretion, bifurcate the proceedings and decide such objections as a preliminary issue, where it considers that doing so would enhance procedural efficiency or economy.

Rule 18 — Seat of the Arbitration

18.1 The seat of the arbitration shall be the seat expressly designated by the parties in their arbitration agreement.

18.2 Where the parties have not designated a seat in the arbitration agreement, they may agree in writing upon the seat of the arbitration. Failing such agreement, the Arbitral Tribunal shall determine the seat, having due regard to the circumstances of the case, including considerations of procedural efficiency, neutrality, and convenience.

18.3 The seat of the arbitration shall determine the juridical place of arbitration and the procedural law governing the arbitral proceedings, without necessarily affecting the physical venue of hearings.

Rule 19 — Venue

19.1 The parties may agree on the seat of the arbitration. Failing such agreement, the seat of arbitration shall be Kolkata, India, unless the Tribunal determines, having regard to all the circumstances of the case, that another seat is more appropriate.

19.2 The Tribunal may hold hearings, meetings and deliberations by any means it considers expedient or appropriate and at any location it considers convenient or appropriate**.**

Article 20 — Party Representatives

20.1 Each party may be represented by legal practitioners or other duly authorised representatives of its choosing. The Registrar and/or the Arbitral Tribunal may, at any time, require proof of authority from any representative acting on behalf of a party.

20.2 Following the constitution of the Arbitral Tribunal, any change or addition to a party's representatives shall be promptly notified in writing to the opposing party, the Arbitral Tribunal, and the Registrar.

20.3 Where a change in representation may give rise to a conflict of interest involving any member of the Arbitral Tribunal, such change shall be subject to the prior approval of the Arbitral Tribunal, which may impose conditions as it deems appropriate to preserve the integrity and impartiality of the proceedings.

Rule 21 — Language

21.1 Unless otherwise agreed by the parties, the arbitration proceedings shall be conducted in the English language.

21.2 Where necessary, the Arbitral Tribunal may determine the language or languages to be used in the proceedings and may issue directions regarding translations, interpretations, or the submission of documents in multiple languages.

Rule 22: **Applicable Law**

22.1 Where the seat or place of arbitration is situated in India:

In an arbitration other than an international commercial arbitration, the Arbitral Tribunal shall decide the dispute in accordance with the substantive law for the time being in force in India.

In an international commercial arbitration:

1. The Arbitral Tribunal shall decide the dispute in accordance with the law designated by the parties as applicable to the substance of the dispute;
2. Any designation by the parties of the law or legal system of a particular country shall, unless expressly stated otherwise, be construed as a reference to the substantive law of that country and not to its conflict of laws or private international law rules;
3. In the absence of any express designation of governing law by the parties, the Arbitral Tribunal shall apply the rules of law it considers appropriate, having regard to all relevant circumstances surrounding the dispute.

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

22.3 In rendering the Award, the Arbitral Tribunal shall, in all cases, take into account the terms of the contract, including any agreed conditions, and any applicable trade usages or commercial practices relevant to the transaction.

Rule 23: Hearing

26.1 Unless the parties have agreed to a fast-track or expedited arbitration under these Rules, a hearing shall be held if any party so requests or if the Tribunal determines that a hearing is necessary. The Tribunal shall provide reasonable notice of the date, time, and place of the hearing.

26.2 The Tribunal may, after consulting the parties, conduct hearings in person, remotely by video conferencing, or through any other appropriate means of communication.

26.3 Notwithstanding Rule 26.1, where all parties jointly request in writing, the Tribunal may determine the dispute on the basis of written submissions and documentary evidence only, without holding an oral hearing.

26.4 Prior to any hearing, the Tribunal may notify the parties of any specific questions or issues that it requires them to address.

26.5 If any party, without sufficient cause, fails to appear at a scheduled hearing, the Tribunal may proceed with the arbitration and issue such procedural directions or make such orders or Award as it considers appropriate.

26.6 At the request of the parties, the Tribunal may issue confidentiality or protective orders governing the disclosure, handling, or use of documents or information considered sensitive due to the nature of the dispute.

Rule 27 — Evidence

27.1 The burden of proving the facts relied upon in support of a Claim, Counter-Claim, or Defence shall rest upon the party asserting such facts.

27.2 In determining the admissibility, relevance, materiality, and weight of evidence, the Tribunal shall not be bound by the Indian Evidence Act, 1872, the Code of Civil Procedure, 1908, or by any strict or technical rules of evidence.

27.3 At any stage of the arbitral proceedings, the Tribunal may require the parties to produce documents, exhibits, or other evidence within such time period as it may determine. The Tribunal may also, after consultation with the parties, conduct or arrange a site inspection or visit, where appropriate.

27.4 In addition, the Tribunal shall have the power to:

(a) Conduct such enquiries as it considers necessary or expedient;
(b) Direct the parties to make available for inspection any property, asset, or item relevant to the dispute;
(c) Direct any party to produce for inspection any document or material in its possession, custody, or control that the

Tribunal considers relevant, and to supply copies thereof to the other parties.

Rule 28 — Witnesses

28.1 Prior to any hearing, the Tribunal may require any party to submit a list of witnesses, including expert witnesses, whom it intends to examine, together with a summary of the subject matter and relevance of their proposed testimony.

28.2 The Tribunal shall have the discretion to allow, refuse, or limit the number of witnesses presented by any party, in order to ensure the efficiency, proportionality, and fairness of the proceedings.

28.3 The Tribunal may impose reasonable time limits on the oral testimony or examination of any witness.

28.4 The Tribunal may determine the manner in which witnesses are examined, and may direct that testimony be presented in written form, including by way of witness statements or expert reports, subject to cross-examination if permitted.

Rule 29: Non-Participation and Non-Compliance

29.1 If the Claimant fails to submit the Statement of Claim within the time period specified by the Tribunal, the Tribunal may, after considering the views of the parties, order the termination of the arbitration, unless there remain matters requiring determination.

29.2 If the Respondent fails to submit the Statement of Defence within the time period specified by the Tribunal, or if at any stage any party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal shall not treat such failure as an admission of the Claimant's allegations, but may nevertheless proceed with the arbitration and render an Award on the basis of the material before it.

29.3 If, without showing sufficient cause, any party fails or refuses to comply with these Rules, or with any order, direction, or procedural determination of the Tribunal, or fails to attend any meeting or hearing, the Tribunal may continue the proceedings in the absence of that party.

In such circumstances, the Tribunal may impose procedural sanctions as it deems appropriate and may render an Award based on the evidence and submissions available.

Rule 30 — Expedited Procedure

30.1 Prior to the full constitution of the Arbitral Tribunal, any party may apply in writing to the Registrar for the arbitration to be conducted under the Expedited Procedure, where:

(a) The total amount in dispute does not exceed INR 13 crore (₹1,30,000,000) or its equivalent, inclusive of claims, counterclaims, cross-claims, and set-offs; or

(b) all parties agree in writing to adopt the Expedited Procedure; or

(c) the case involves exceptional urgency, as determined by the Council.

30.2 Upon receiving an application under Rule 30.1, the Council shall, after considering the views of the parties, determine whether the Expedited Procedure shall apply. The Council's decision shall be final and binding, and the Registrar shall promptly notify the parties.

30.3 An arbitration conducted under the Expedited Procedure shall proceed as follows:

(a) The Registrar may abridge any procedural timelines under these Rules;

(b) The dispute shall ordinarily be referred to a sole arbitrator, notwithstanding any contrary agreement, unless the Council determines otherwise;

(c) The dispute shall ordinarily be resolved on the basis of documentary evidence only, unless the Tribunal determines that a hearing is necessary;

(d) The final Award shall be rendered within six (6) months from the date of Tribunal constitution, unless extended in exceptional circumstances;

(e) The Tribunal shall provide summary reasons for the Award, unless the parties have agreed that no reasons are required.

30.4 The Tribunal may, after consultation with the Registrar and the parties, determine that the arbitration shall no longer proceed under the Expedited Procedure. Notwithstanding such determination, the same Tribunal shall continue to preside over the arbitration.

SECTION F: AWARD

Rule 31- Award

31.1 After consulting the parties, the Arbitral Tribunal shall declare the proceedings closed when it is satisfied that no further relevant or material evidence or submissions remain to be produced.

The Arbitral Tribunal may, on its own motion or upon application by a party, and prior to the issuance of the Award, reopen the proceedings if it considers such reopening necessary in the interests of justice.

31.2 The Arbitral Tribunal shall submit its draft Award to the Registrar within ninety (90) days from the date on which the proceedings are declared closed.

In exceptional circumstances, upon application by the Tribunal or on the Registrar's own initiative, the Registrar may grant an extension of time for submission of the draft Award.

31.3 Upon receipt of the draft Award, the Registrar may, as soon as practicable:

(a) Suggest modifications relating to form; and

(b) Draw the Tribunal's attention to any substantive matters, without affecting the Tribunal's independence or liberty of decision.

The Tribunal shall remain free to accept, reject, or modify any suggested changes at its discretion.

31.4 The final Award shall be rendered within thirty (30) days from the date on which the draft Award is submitted to the Registrar.

In exceptional circumstances, the Council may, upon application by the Tribunal, the Registrar, or on its own initiative, extend the time for issuance of the final Award.

31.5 The Arbitral Tribunal may issue separate or partial Awards on different issues at different stages, including interim or partial monetary Awards, and each such Award shall carry the same legal status and enforceability as a final Award.

31.6 Where there is more than one arbitrator, the Tribunal shall decide matters by majority.

If any arbitrator fails or refuses to cooperate in the making of the Award, despite having been given a reasonable opportunity to do so, the remaining arbitrators may proceed to issue the Award in the absence of the non-cooperating arbitrator.

Where a majority decision cannot be reached, the Presiding Arbitrator alone shall issue the Award.

31.7 The Award shall:

(a) Be made in writing;

(b) Be signed by the Tribunal;

(c) State the date of issuance and the seat of arbitration; and

(d) Set out the reasons upon which it is based, unless the parties have expressly agreed otherwise in writing.

Where any arbitrator fails to sign the Award, the Award shall state the reason for such absence, and the signatures of the majority or, failing majority, the Presiding Arbitrator, shall suffice, provided that all arbitrators were given a reasonable opportunity to sign.

31.8 The Award may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one Award.

After consultation with the parties and the Registrar, the Tribunal may determine that the Award shall be signed electronically, and such electronic signature shall be deemed valid and binding.

31.9 The Tribunal shall deliver the Award to the Registrar, who shall transmit certified copies to the parties upon full settlement of the arbitration costs.

Transmission may be effected electronically or in paper form. In the event of any discrepancy, the electronic version shall prevail.

31.10 The Arbitral Tribunal may award simple or compound interest on any sum awarded, at such rate and for such period as:

(a) The parties may have agreed; or

(b) In the absence of agreement, the Tribunal determines to be fair and appropriate.

31.11 Subject to applicable law, by agreeing to arbitration under these Rules, the parties:

(a) Undertake to comply with the Award without delay;

(b) Acknowledge that the Award shall be final and binding; and

(c) Irrevocably waive any right of appeal, review, or recourse to any court or judicial authority, insofar as such waiver is legally permissible.

31.12 The Centre may publish any Award in anonymised form, with the names of the parties and identifying information redacted, for academic, research, or institutional purposes.

Rule 32:Correction, Interpretation, and Additional Awards

32.1 Within thirty (30) days of receipt of an Award, any party may, by written notice to the Registrar and all other parties, request the Arbitral Tribunal to correct any error in computation, clerical or typographical mistake, or any error of a similar nature contained in the Award.

Any other party may submit written comments on such request within fifteen (15) days of receipt of the notice.

Where the Arbitral Tribunal considers the request to be justified, it shall make the correction within thirty (30) days from the date of receipt of the request.

Any correction shall form an integral part of the Award, whether incorporated in the original Award or issued through a separate memorandum.

32.2 The Arbitral Tribunal may, on its own initiative, correct any error of the nature referred to in Rule 32.1 within thirty (30) days from the date of the Award.

32.3 Within thirty (30) days of receipt of an Award, a party may, by written notice to the Registrar and to the other party, request the Arbitral Tribunal to make an Additional Award in respect of any claim or issue that was presented during the arbitral proceedings but omitted or not decided in the Award.

Any other party may submit written comments on such request within fifteen (15) days of receipt of the notice.

Where the Tribunal considers the request to be justified, it shall issue the Additional Award within sixty (60) days from the date of receipt of the request.

Notwithstanding the closure of proceedings under these Rules, the Tribunal may reopen the proceedings for the limited purpose of determining such request.

32.4 Within thirty (30) days of receipt of an Award, a party may, by written notice to the Registrar and to the other party, request the Arbitral Tribunal to interpret any specific part of the Award.

Any other party may submit written comments within fifteen (15) days of receipt of the request.

Where the Tribunal considers the request to be justified, it shall issue a written interpretation, which shall form part of the Award.

32.5 Any correction, interpretation, or additional Award made pursuant to this Rule shall have the same legal effect, finality, and enforceability as the original Award.

32.6 The issuance of a correction, interpretation, or additional Award shall not affect the binding nature of the Award, except to the extent expressly modified or clarified by the Tribunal.

SECTION G: FEES AND DEPOSIT

Rule 33 — Costs of the Arbitration

33.1 The fees payable to the Arbitral Tribunal and the administrative costs of the Centre shall be fixed in accordance with the applicable Administrative Costs and Arbitrators' Fees Rules in force from time to time**.**

33.2 The Arbitral Tribunal shall specify in the Award the total amount of the costs of the arbitration. Unless the parties have agreed otherwise, the Tribunal shall determine the manner in which such costs are to be apportioned between the parties.

33.3 (a) Notwithstanding anything contained in the Code of Civil Procedure, 1908, the Arbitral Tribunal shall have full discretion to determine:

1. Whether costs are payable by one party to another;
2. The quantum of such costs; and
3. The timing and manner of payment of such costs.

Explanation:
For the purposes of this Rule, "costs" shall include reasonable expenses relating to:

i. The fees and expenses of the Arbitrators, the Centre, and witnesses;

ii. Legal fees and related legal expenses; and

iii. Any other costs incurred in connection with the arbitral proceedings, court proceedings relating thereto, and the arbitral award.

(b) Where the Tribunal orders payment of costs:

1. The general principle shall be that the unsuccessful party bears the costs of the successful party; or
2. The Tribunal may, for reasons recorded in writing, make a different order as it deems just and equitable.

(c) In determining costs, the Tribunal shall take into account all relevant circumstances, including but not limited to:

1. The conduct of the parties throughout the proceedings;
2. Whether a party has succeeded in whole or in part;
3. Whether any claims or counter-claims were frivolous, vexatious, or without merit;
4. Whether any reasonable offer of settlement was made and unreasonably refused; and
5. The overall efficiency and proportionality of the parties' conduct.

(d) The Tribunal may make any appropriate order as to costs, including but not limited to orders directing that a party shall pay:

i. A proportion of another party's costs;

ii. A fixed or stated amount in respect of another party's costs;

iii. Costs incurred up to or after a specific date;

iv. Costs relating to particular procedural steps;

v. Costs relating only to a distinct part of the proceedings; and

vi. Interest on costs from or until a specified date.

(e) Any agreement requiring a party to bear the whole or part of the arbitration costs irrespective of the outcome shall be valid only if such agreement is entered into after the dispute has arisen.

32.4 In exercising its discretion regarding costs, the Tribunal may consider whether each party conducted the arbitration in an expeditious, efficient, and cost-effective manner**.**

Rule 34 — Advance on Costs

34.1 The Centre shall determine the amount of deposits to be made by the parties in accordance with the applicable Administrative Costs and Arbitrators' Fees Rules. Unless otherwise directed, deposits shall be payable in equal shares by the Claimant and the Respondent. Separate advances may be fixed for Claims and Counter-Claims.

34.2 The parties shall be jointly and severally liable for payment of the deposits as directed by the Centre. Any party may elect to pay the full deposit in respect of the Claim or Counter-Claim in the event of default by the other party.

34.3 Where the amount of a Claim or Counter-Claim cannot be quantified at the time payment becomes due, the Centre may fix a provisional deposit based on the nature of the dispute and available information. Such provisional deposit may be revised as further details become available.

34.4 The Centre may, from time to time, require the parties to make additional deposits in accordance with the applicable Fees Rules.

34.5 If a party fails to make the required deposit within thirty (30) days from the date on which it becomes due:

(a) The Centre may terminate the arbitration where the Tribunal has not yet been constituted; or

(b) Where the Tribunal has been constituted, the Centre may direct the Tribunal to terminate the arbitration in respect of the relevant Claim or Counter-Claim.

Such termination shall be without prejudice to the right of any party to reintroduce the same Claim or Counter-Claim in accordance with applicable law.

34.6 The fees payable to the Arbitral Tribunal shall be disbursed in accordance with the applicable Fee Schedule.

34.7 All deposits shall be paid to and held by the Centre. Any interest accruing on such deposits may be retained by the Centre.

SECTION H: MISCELLANEOUS PROVISION

Rule 35:Exclusion and Limitation of Liability

35.1 The Arbitrators, Emergency Arbitrator, the Centre (including its Board of Trustees, Council Members, officers, employees, Committees and Sub-Committees), any Tribunal Secretary, and any expert appointed by the Arbitral Tribunal shall not be liable to any party for any act or omission arising out of or in connection with any arbitration conducted under these Rules.

This exclusion shall apply howsoever arising, whether in contract, tort, negligence, or otherwise, save and except where:

(a) The act or omission is proven to constitute conscious, wilful, or deliberate wrongdoing; or

(b) Such exclusion is prohibited under applicable law.

35.2 No liability shall attach to the Centre or its officials for any act done in good faith, or intended to be done in good faith, in the administration or conduct of any arbitration under these Rules.

35.3 The Centre, including its Council, directors, officers, employees, Arbitrators, Emergency Arbitrator, Tribunal Secretaries, and experts, shall not be under any obligation to make statements or provide testimony in connection with any arbitration governed by these Rules.

No party shall seek to join or compel any of the above persons to act as a witness in any judicial or other legal proceedings arising out of or relating to the arbitration.

35.4 Any party agreeing to arbitration under these Rules irrevocably agrees that courts at Kolkata, India, shall have exclusive jurisdiction to hear and determine any legal action,

suit, or proceeding arising between that party and the Centre, Arbitrators, Emergency Arbitrator, Tribunal Secretary, experts, or governing bodies in connection with the arbitration.

Each party irrevocably submits to the jurisdiction of such courts for this purpose.

35.5 A party that knows or ought reasonably to know of any failure to comply with these Rules, the arbitration agreement, procedural directions, or any order of the Tribunal, and continues with the arbitration without promptly raising an objection, shall be deemed to have waived its right to object.

35.6 Any party acting in contravention of this Rule, or seeking to impose liability contrary to the exclusions herein, shall indemnify and hold harmless the Centre, its officials, Council Members, officers, employees, Arbitrators, Emergency Arbitrator, Tribunal Secretary, and experts against any liabilities, costs, claims, or damages arising out of or in connection with such action.

35.7 The protections, exclusions, and waivers contained in this Rule shall survive the conclusion of the arbitration, including any termination, settlement, or enforcement proceedings.

Rule 36 : Refer To Mediation

36.1 At any stage of the arbitral proceedings, the Tribunal may encourage the Parties to explore an amicable settlement of their dispute through Mediation, and may, with the consent of the Parties, refer the dispute to such processes in accordance with the ACI-IAMC Mediation Rules, 2026.

36.2 No referral to Mediation shall be made without the express consent of all Parties or their duly authorized representatives.

36.3 Unless otherwise agreed by the Parties, the costs and fees of any Mediation conducted pursuant to this Rule shall be determined by the Council in accordance with the applicable Rules.

36.4 Unless otherwise agreed by the Parties, participation in Mediation shall not suspend or terminate the arbitral proceedings, and the Tribunal may stay or resume the arbitration as it considers appropriate.

36.5 Any settlement reached through Mediation may, at the request of the Parties, be recorded in the form of a consent award by the Tribunal.

Rule 37 : Confidentiality

37.1 Save as otherwise provided under these Rules or required by applicable law, the parties, the Arbitral Tribunal, the Centre, and all persons involved in the arbitration shall, at all times, treat as confidential all matters relating to the arbitral proceedings and the Award.

The deliberations of the Arbitral Tribunal shall remain strictly confidential.

37.2 No party, arbitrator, Tribunal, expert, or any other participant in the arbitration shall, without the prior written consent of all parties, disclose to any third party any matter

relating to the proceedings or the Award, except where disclosure is made:

(a) For the purpose of enforcing, recognising, or challenging an Award before a court of competent jurisdiction;

(b) Pursuant to an order issued by a court or judicial authority of competent jurisdiction;

(c) For the purposeof pursuing, protecting, or enforcing a legal right or claim;

(d) In compliance with any applicable law or statutory obligation binding on the disclosing party;

(e) In compliance with a request, directive, or requirement of a regulatory authority or governmental body; or

(f) Pursuant to an order of the Arbitral Tribunal, upon application by a party and after due notice to the other parties.

37.3 For the purposes of this Rule, "matters relating to the proceedings" shall include:

(a) The existence of the arbitration;

(b) The pleadings, evidence, submissions, and hearing records;

(c) All documents, communications, and materials produced in the arbitration; and

(d) The Award and any related decisions.

This definition shall exclude any information that is already in the public domain, other than through a breach of this Rule.

37.4 The Arbitral Tribunal shall have the authority to take appropriate measures to enforce confidentiality, including:

(a) Issuing procedural directions or protective orders;

(b) Imposing sanctions; and

(c) Awarding costs or damages against a party found to be in breach of this Rule.

37.5 The obligations of confidentiality under this Rule shall survive the termination or conclusion of the arbitration, including any enforcement, challenge, or settlement of the Award.

Rule 38: Publication

38.1 The Parties shall be deemed to have expressly consented to the publication by the ACI-IAMC of any decision, ruling, procedural order, final award, or any reasoned decision of the Council, provided that the names of the Parties and any other identifying or confidential information are duly redacted.

38.2 The ACI-IAMC shall be entitled to proceed with such publication unless a Party submits a written objection to the Registrar within six (6) months from the date of the conclusion of the arbitration proceedings.

38.3 In the absence of a timely objection under Rule 38.2 the Parties shall be conclusively deemed to have waived any right to oppose such publication.

Rule 39 — Authority of the

39.1 Subject to Rule _____ and Rule ____, all decisions made by the Chairperson, the Council, the Arbitration Committee, the Registrar, and the Secretariat in respect of any matter relating to

an arbitration shall be final, conclusive, and binding upon the Parties and the Tribunal.

39.2 The Chairperson, the Council, the Arbitration Committee, the Registrar, and the Secretariat shall not be required to provide reasons for any such decisions, except where expressly required under these Rules or applicable law.

39.3 Subject to _____, the Parties shall be deemed to have irrevocably waived any right of appeal, challenge, or judicial review in respect of any decision made by the Chairperson, the Council, the Arbitration Committee, the Registrar, or the Secretariat before any court, tribunal, or other judicial or administrative authority.

39.4 In all matters not expressly governed by these Rules, the Chairperson, the Council, the Arbitration Committee, the Registrar, the Secretariat, and the Tribunal shall act in the spirit, objectives, and guiding principles of these Rules, and shall make every reasonable effort to ensure that arbitration proceedings are conducted fairly, efficiently, impartially, and expeditiously.

39.5 The Arbitration Committee may, from time to time, issue Practice Directions, Guidelines, or Administrative Notes to supplement, implement, and facilitate the effective administration of arbitrations conducted under these Rules. Such Practice Directions shall not conflict with these Rules.

Rule 40:Residuary Provisions

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

SCHEDULE I: ARBITRAL TRIBUNAL'S FEES, EXPENSES, TERMS AND CONDITIONS

As may be determined by the Council of ACI-IAMC for Arbitration from time to time.

Table of Fees, Costs and Expenses (in Domestic Arbitration)

Sum in Dispute (INR)	**Registration Fee (INR)**	**Administrative Fees (INR)**	**Arbitrator's Fees (INR)**
Up to Rs. 5,00,000	Rs. 2,000/-	Rs. 15,000/- (fixed)	Rs. 30,000/-
From Rs. 5,00,001/- to Rs. 20,00,000/-	Rs. 5,000/-	Rs. 30,000/-	Rs. 60,000/-

From Rs. 20,00,001/- to Rs. 50,00,000/-	Rs. 8,000/-	Rs. 50,000/-	Rs. 1,20,000/-
From Rs. 50,00,001/- to Rs. 1,00,00,000/-	Rs. 12,000/-	Rs. 75,000/-	Rs. 3,00,000/-
From Rs. 1,00,00,001/- to Rs. 5,00,00,000/-	Rs. 20,000/-	Rs. 1,00,000/-	Rs. 4,80,000/-
From Rs. 5,00,00,001/- to Rs. 10,00,00,000/-	Rs. 20,000/-	Rs. 1,25,000/-	Rs. 6,30,000/-
Over Rs. 10,00,00,001/-	Rs. 20,000/-	Rs. 2,00,000/-	Subject to a maximum ceiling of Rs. 12,00,000/-

Notes and Conditions

1. In addition to the Arbitrator's Fees, Administrative Fees, and Registration Fees, the parties shall deposit in advance any applicable taxes, duties, or statutory levies, including stamp duties, as may be applicable.
2. Each member of a multi-member Arbitral Tribunal shall be entitled to fees in accordance with the Schedule above.
3. In the event, the Arbitral Tribunal is a Sole Arbitrator, he shall be entitled to an additional amount of twenty-five per cent of the fee payable as per the table set out above.
4. Airfare, lodging, and related expenses of the Arbitrator(s) shall be excluded from the above fees and shall be borne

equally by the parties, unless otherwise directed by the Tribunal or the Centre.

5. In cases of bulk or multiple filings, the Centre/Council may suitably revise or rationalise the applicable fees.

6. The valuation of claims and counterclaims initially provided by the parties shall be provisional. The final valuation for the purpose of fee calculation shall be determined by the Centre, and the fees shall be payable accordingly.

7. All Registration Fees, Administrative Fees, and Arbitrators' Fees paid or deposited under Schedule shall be non-refundable, irrespective of:

   (a) Withdrawal, settlement, or compromise of the dispute at any stage;

   (b) Termination, suspension, or conclusion of the arbitral proceedings;

   (c) Challenge, substitution, resignation, or termination of the mandate of any arbitrator; or

   (d) Constitution of the Arbitral Tribunal at a later stage or transfer of proceedings.

Notwithstanding the above, the Centre may, in exceptional circumstances and at its sole discretion, adjust or appropriate any unutilised portion of the deposits towards outstanding costs or future proceedings, if any.

Table of Fees, Costs and Expenses (in International Arbitration)

Sum in Dispute (USD Equivalent)	Registration Fee (USD)	Administrative Fees (USD)	Arbitrator's Fees (USD)
Up to USD 10,000	USD 50	USD 300 (fixed)	USD 750
USD 10,001 – USD 50,000	USD 100	USD 600	USD 1,500
USD 50,001 – USD 200,000	USD 150	USD 1,200	USD 3,000
USD 200,001 – USD 1,000,000	USD 250	USD 2,000	USD 6,000
USD 1,000,001 – USD 5,000,000	USD 400	USD 3,500	USD 12,000
USD 5,000,001 – USD 10,000,000	USD 400	USD 5,000	USD 18,000
Above USD 10,000,000	USD 400	USD 7,500 *(maximum ceiling)*	Subject to a maximum ceiling of USD 25,000, unless otherwise agreed

Note and Conditions:

1. The following costs shall be borne by the parties as directed by the Tribunal or the Centre:
    - Emergency arbitrator fees

- Interpreter and translation services
- Expert fees and tribunal-appointed expert costs
- Venue, hearing room, and technological platform charges
- Travel and accommodation expenses of arbitrators (where applicable)

2. The Centre shall fix an advance on costs, payable equally by the parties, unless otherwise directed.

3. Failure to deposit the advance may result in suspension or termination of proceedings in accordance with the Rules.

4. ACI-IAMC reserves the right to:

- Adjust fees in exceptional circumstances,
- Fix special fees for expedited or emergency arbitration,
- Revise the fee schedule periodically.

8. All Registration Fees, Administrative Fees, and Arbitrators' Fees paid or deposited under Schedule shall be non-refundable, irrespective of:

(e) Withdrawal, settlement, or compromise of the dispute at any stage;

(f) Termination, suspension, or conclusion of the arbitral proceedings;

(g) Challenge, substitution, resignation, or termination of the mandate of any arbitrator; or

(h) Constitution of the Arbitral Tribunal at a later stage or transfer of proceedings.

Notwithstanding the above, the Centre may, in exceptional circumstances and at its sole discretion, adjust or appropriate any unutilised portion of the deposits towards outstanding costs or future proceedings, if any.

SCHEDULE II - Arbitrator's Fee in Emergency Arbitration

Particulars	**Amount (INR)**
Emergency Arbitration Application / Registration Fee	Rs. 20,000/-
Emergency Arbitrator's Fee	Rs. 1,50,000/-
Emergency Administrative Fee (Centre)	Rs. 30,000/-
Total Deposit Payable (Indicative)	Rs. 2,00,000/-

Note:

The Centre may direct additional deposits depending on the complexity or duration of proceedings

SCHEDULE III: MODEL ARBITRATION CLAUSE

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation, performance, breach, or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the ACI International Arbitration & Mediation Centre (ACI-IAMC) ("ACI-IAMC Rules for Arbitration,2026"), which Rules are deemed to be incorporated by reference in this clause.

- The seat of the arbitration shall be _____
- The Arbitral Tribunal shall consist of [one / three] arbitrator(s)._____
- The language of the arbitration shall be _____

- The law governing this arbitration agreement shall be _____
- The law governing the contract shall be _____